

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

2014CH038808
CALENDAR FROM 05
TIME 00:00
Class Action

Illinois Farmers Insurance Company and Farmers Insurance Exchange, and all subsidiaries and/or related entities of Illinois Farmers Insurance Company and Farmers Insurance Exchange, on behalf of themselves and all other similarly situated persons, a putative Plaintiff Class Action,
Plaintiffs,

v.

The Metropolitan Water Reclamation District of Greater Chicago, the County of Cook, the Forest Preserve of Cook County, the City of Chicago, The Village of Alsip, The Village of Arlington Heights, The Village of Bartlett, The Village of Bellwood, The Village of Berkeley, The City of Berwyn, The City of Blue Island, The Township of Bremen Township, The Village of Broadview, The Village of Brookfield, The Village of Buffalo Grove, The City of Burbank, The City of Calumet City, The City of Chicago Heights, The City of Cicero, The City of Country Club Hills, The City of Countryside, The City of Des Plaines, The Village of Dixmoor, The Village of Dolton, The City of Elgin, The Village of Elk Grove Village, The Village of Elmwood Park, The City of Evanston, The Village of Evergreen Park, The Village of Flossmoor, The Village of Forest Park, The Village of Forest View, The Village of Franklin Park, The Village of Glencoe, The Village of Glenview, The City of Harvey, The Village of Hardwood Heights, The Village of Hazel Crest, The Village of Hillside, The Village of Hinsdale, The Village of Hoffman Estates, The Village of Homewood, The Village of Indian Head Park, The Village of La Grange, The Village of La Grange Park, The Village of Lansing, The Village of Lemont, The Township of Leyden Township, The Village of Lincolnwood, The Village of Lyons, The Township of Maine Township, The City of Markham, The Village of Maywood, The Village of Melrose Park, The Village of Midlothian, The Village of Morton Grove, The Village of Mt Prospect, The Township of New Trier Township, the Village of Niles, The Village of Norridge, The City of North Lake, The Village of North Riverside, The Village of Northbrook, The Village of Northfield, The Township of Northfield, The Township of Norwood Park Township,

2014CH _____

CALENDAR _____

HONORABLE _____

**PLAINTIFFS DEMAND
TRIAL BY JURY TRIAL
AS TO ALL ISSUES
SO TRIABLE**

FILED - 5
2014/03/11 11:00 AM
CLERK OF COURT

<p>The City of Oak Forest, The Village of Oak Lawn, The Village of Oak Park, The Village of Orland Park, The Village of Palatine, The Township of Palatine Township, The City of Palos Hills, The City of Park Ridge, The Village of Posen, The City of Prospect Heights, The Village of Richton Park, The Village of River Forest, The Village of River Grove, The Village of Riverdale, The City of Rolling Meadows, The Village of Schaumburg, The Township of Schaumburg, The Village of Schiller Park, The Village of Skokie, The Village of South Barrington, The Village of South Holland, The Village of Steger, The Village of Stickney, The Village of Stone Park, The Village of Streamwood, The Village of Summit, The Village of Thornton, The Village of Tinley Park, The Village of Westchester, the Village of Western Springs, The Village of Wheeling, The Village of Wilmette, The Village of Winnetka, and The Village of Worth, Defendants</p>	
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ORIGINAL CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

The Plaintiffs Illinois Farmers Insurance Company and Farmers Insurance Exchange, and all subsidiaries and/or related entities of Illinois Farmers Insurance Company and Farmers Insurance Exchange, on behalf of themselves and all other similarly situated persons, as a putative Plaintiff Class with Subclasses as set forth herein, by and through their attorney Stuart M. Brody, Sneckenberg, Thompson and Brody, state the following averments in the Chancery Division of the Cook County Circuit Court in support of their Original Class Action Complaint and Demand for Jury Trial against the Defendants Metropolitan Water Reclamation District of Greater Chicago, the County of Cook, the Cook County Forest Preserve, the City of Chicago, The Village of Alsip, The Village of Arlington Heights, The Village of Bartlett, The Village of Bellwood, The Village of Berkeley, The City of Berwyn, The City of Blue Island, The Township of Bremen Township, The Village of Broadview, The Village of Brookfield, The Village of Buffalo Grove, The City of Burbank, The City of Calumet City, The City of Chicago Heights,

The City of Cicero, The City of Country Club Hills, The City of Countryside, The City of Des Plaines, The Village of Dixmoor, The Village of Dolton, The City of Elgin, The Village of Elk Grove Village, The Village of Elmwood Park, The City of Evanston, The Village of Evergreen Park, The Village of Flossmoor, The Village of Forest Park, The Village of Forest View, The Village of Franklin Park, The Village of Glencoe, The Village of Glenview, The City of Harvey, The Village of Hardwood Heights, The Village of Hazel Crest, The Village of Hillside, The Village of Hinsdale, The Village of Hoffman Estates, The Village of Homewood, The Village of Indian Head Park, The Village of La Grange, The Village of La Grange Park, The Village of Lansing, The Village of Lemont, The Township of Leyden Township, The Village of Lincolnwood, The Village of Lyons, The Township of Maine Township, The City of Markham, The Village of Maywood, The Village of Melrose Park, The Village of Midlothian, The Village of Morton Grove, The Village of Mt Prospect, The Township of New Trier Township, the Village of Niles, The Village of Norridge, The City of North Lake, The Village of North Riverside, The Village of Northbrook, The Village of Northfield, The Township of Northfield, The Township of Norwood Park Township, The City of Oak Forest, The Village of Oak Lawn, The Village of Oak Park, The Village of Orland Park, The Village of Palatine, The Township of Palatine Township, The City of Palos Hills, The City of Park Ridge, The Village of Posen, The City of Prospect Heights, The Village of Richton Park, The Village of River Forest, The Village of River Grove, The Village of Riverdale, The City of Rolling Meadows, The Village of Schaumburg, The Township of Schaumburg, The Village of Schiller Park, The Village of Skokie, The Village of South Barrington, The Village of South Holland, The Village of Steger, The Village of Stickney, The Village of Stone Park, The Village of Streamwood, The Village of Summit, The Village of Thornton, The Village of Tinley Park, The Village of Westchester, the

Village of Western Springs, The Village of Wheeling, The Village of Wilmette, The Village of Winnetka, and The Village of Worth as follows.

I. JURISDICTION, VENUE AND PROCEDURAL AVERMENTS

I.A. USAGES, DEFINITIONS AND INTENDED SCOPE OF CLAIMS

1. These usages, definitions and statements are employed to shorten the length of this Complaint so as to make this Complaint a “short and concise statement” per 735 ILCS 5/2-603.
2. The phrase “At all relevant times” prefaces each averment unless another time or time frame is employed in the averment or is evident from the averment.
3. The phrase “Upon information and belief” is designated by an asterisk (*) at the end of the phrase or sentence in the averment which it modifies.
4. “This Defendant” or “Each Defendant” means each defendant individually and not jointly. Each averment is directed to each Defendant individually, requiring an individual answer. It is not the intent of this pleading to plead a “joint” averment, that is, an averment requiring this Defendant to answer as to another Defendant or the knowledge of another Defendant. Each Defendant is requested to answer these averments only as to its own knowledge. “Joint allegations”, “joint counts”, “joint knowledge” or joinder of claims is not the intent of this pleading.
5. The following words and phrases have the following meanings.
 - 5.1. “Occurrence” means the sewer water invasions sustained by members of the Plaintiffs’ Class on April 17 and/or April 18, 2013.
 - 5.2. “Occurrence Date” mean on or about April 17 and/or April 18, 2013.

- 5.3. "Person" means and includes (a) a natural person and (b) an artificial person such as a corporation, partner, sole proprietorship or other artificial person created by law which is conferred the right to own property. "Person" also includes an insurer of property including an insurer of real property and an insurer of personal property.
- 5.4. The phrase "its members of the Plaintiffs' Class" or "its Plaintiffs" includes members of the Plaintiffs' Class whose properties were serviced by this Defendant's stormwater sewers and/or sanitary water sewer(s) within the Defendant's territorial jurisdiction and/or the insurers of these properties by Farmers and/or other insurers.
- 5.5. The phrase "County of Cook" means the Defendant County of Cook.
- 5.6. The phrase "Cook County" means the jurisdictional territory of the County of Cook.
- 5.7. The phrase "City of Chicago" means the Defendant City of Chicago.
- 5.8. The phrase "Chicago City" means the jurisdictional territory of the City of Chicago.
- 5.9. The phrase "**sewer water invasion**{ XE "sewer water invasion" }{ XE "water invasion" \b }" means a stormwater and/or sanitary sewer water intrusion onto and/or into a Member of the Plaintiff Class' home, building, business or other real and/or personal property.
- 5.10. The phrase "**storm-water sewer system**" means a system of stormwater structures including but not limited to (a) structures for receiving and collecting stormwater including but not limited to man-made structures and/or originally natural structures now used as part of a system of man-made stormwater management such as retention basins, detention basins, and open channels, (b) structures for transporting stormwater including catchbasins, channels, conduits, pipes and sewers and (c) outfall

structures which discharge stormwater into river or stream which carries the stormwaters further downstream beyond the jurisdiction of the local public entity.

5.11. The phrase “sanitary-water sewer system” means (a) structures for receiving and collecting sanitary water or sewage including sanitary sewers and pipes, (b) structures for transporting sanitary water sewers and pipes and (c) outfall structures which empty the sanitary water into a treatment plant and/or another outfall.

6. As to documents referenced herein:

6.1. None of the documents is an “instrument” within the meaning of 735 ILCS 5/2-606.

6.2. None of the documents is an “exhibit” hereto.

6.3. Any such document is too voluminous to attach and its attachment would only burden this record and affect the ability of this pleading to be a “short and concise statement” per 735 ILCS 5/2-603.

6.4. These documents are public records and equally available to each Defendant.

7. This case excludes the cases consolidated with, the claims set out and the defendants set forth in *Tzakis et al. v. Berger et al.*, 2009 CH 6159 and consolidated cases including excluding claims against Municipal Defendants named herein, which claims are set out in *Tzakis*.

I.B. PARTIES

8. The proposed Representative Plaintiff Illinois Farmers Insurance Company and Farmers Insurance Exchange, and all subsidiaries and/or related entities of Illinois Farmers Insurance Company and Farmers Insurance Exchange (herein all such entities referred to as “Farmers”), conducted and continues to conduct a continuous and systematic business within Cook County.

- 8.1. Farmers is the subrogee of its insureds who were property owners within Cook County and who held property policies with Farmers.
- 8.2. Farmers has dutifully paid claims to its policy-holder Plaintiff Class members and is subrogated to the claims of its policy-holders to the extent of these payments.
9. The Defendant Metropolitan Water Reclamation District of Greater Chicago (herein “Reclamation District”) was and is a local public entity and conducted and continues to conduct a continuous and systematic governmental business within Cook County.
10. The Defendant County of Cook was and is a local public entity and conducted and continues to conduct a continuous and systematic governmental business within Cook County.
11. The Defendant Forest Preserve of Cook County was and is a local public entity and conducted and continues to conduct a continuous and systematic governmental business within Cook County.
12. The Defendant City of Chicago was and is a local public entity and conducts and continues to conduct a continuous and systematic governmental business within Cook County.
13. The following municipal entities are all Local Public Entity Defendants within the meaning of the Tort Immunity Act, 745 ILCS §1/101 et seq. and { XE "Named Municipal Defendants" } conducted and continue to conduct a continuous and systematic business within the Cook County within their municipal boundaries: The Village of Alsip, The Village of Arlington Heights, The Village of Bartlett, The Village of Bellwood, The Village of Berkeley, The City of Berwyn, The City of Blue Island, The Township of Bremen Township, The Village of Broadview, The Village of Brookfield, The Village of Buffalo Grove, The City of Burbank, The City of Calumet City, The City of Chicago Heights, The City of Cicero, The City of Country Club Hills, The City of Countryside, The City of Des Plaines, The Village of

Dixmoor, The Village of Dolton, The City of Elgin, The Village of Elk Grove Village, The Village of Elmwood Park, The City of Evanston, The Village of Evergreen Park, The Village of Flossmoor, The Village of Forest Park, The Village of Forest View, The Village of Franklin Park, The Village of Glencoe, The Village of Glenview, The City of Harvey, The Village of Hardwood Heights, The Village of Hazel Crest, The Village of Hillside, The Village of Hinsdale, The Village of Hoffman Estates, The Village of Homewood, The Village of Indian Head Park, The Village of La Grange, The Village of La Grange Park, The Village of Lansing, The Village of Lemont, The Township of Leyden Township, The Village of Lincolnwood, The Village of Lyons, The Township of Maine Township, The City of Markham, The Village of Maywood, The Village of Melrose Park, The Village of Midlothian, The Village of Morton Grove, The Village of Mt Prospect, The Township of New Trier Township, the Village of Niles, The Village of Norridge, The City of North Lake, The Village of North Riverside, The Village of Northbrook, The Village of Northfield, The Township of Northfield, The Township of Norwood Park Township, The City of Oak Forest, The Village of Oak Lawn, The Village of Oak Park, The Village of Orland Park, The Village of Palatine, The Township of Palatine Township, The City of Palos Hills, The City of Park Ridge, The Village of Posen, The City of Prospect Heights, The Village of Richton Park, The Village of River Forest, The Village of River Grove, The Village of Riverdale, The City of Rolling Meadows, The Village of Schaumburg, The Township of Schaumburg, The Village of Schiller Park, The Village of Skokie, The Village of South Barrington, The Village of South Holland, The Village of Steger, The Village of Stickney, The Village of Stone Park, The Village of Streamwood, The Village of Summit, The Village of Thornton, The Village of Tinley Park, The Village of Westchester, the Village of Western Springs, The

Village of Wheeling, The Village of Wilmette, The Village of Winnetka, and The Village of Worth.

14. This case has an amount in controversy that exceeds \$75,000 and satisfies the other minimum legal and equitable jurisdictional amounts of the Circuit Court for Cook County.
15. Cook County Circuit Court and Cook County is the proper venue for all these claims because (a) these claims arose out of occurrences occurring in within Cook County, (b) each defendant does business in Cook County, (c) the Plaintiff Farmers conducted and continues to conduct business within the Cook County and (d) members of the Plaintiffs' Class all owned properties within Cook County.

I.C. RECLAMATION DISTRICT WATERSHED SUBCLASSES

16. In **2004**, stormwater responsibility was imposed upon the District by Public Act 93-1049 of the Illinois General Assembly. The Preface to the Cook County Stormwater Management Plan (CCSMP) developed by the District vested sole power in the District to supervise and coordinate stormwater management across jurisdictions.
17. In or around **2005**, pursuant to this duty, the Reclamation District preliminarily undertook to investigate stormwater sewer invasions and interconnected sanitary sewer water invasions and prepare the CCSMP.
18. In **February 2007**, the Reclamation District published the CCSMP, dividing Cook County into seven watersheds.
19. The Reclamation District's purpose of dividing its Stormwater Territory into watersheds was and is to study the stormwater management defects causing stormwater sewer invasions and/or sanitary sewer water invasions into and/or onto lands and real properties of its

members of the Plaintiff Class so that the Reclamation District and local public entities can safely manage stormwater and interconnected sanitary water.

20. Original Complaint Exhibit One herein is the Reclamation District Map from the CCSMP and will be referred to as the “**Global Watersheds Map**”¹.

21. The Reclamation District has divided its Reclamation District Stormwater Territory into seven watersheds.

21.1. The Lower Des Plaines Watershed (“**Des Plaines Watershed**”) is a watershed which traverses **central** Cook County **west** of the City of Chicago in a north-south vertical direction and is coded **yellow** in the Global Watershed Map;

21.2. The North Branch of the Chicago River Watershed (“**North Chicago Watershed**”) is a watershed which is contiguous to and to the **east** of the Lower Des Plaines Watershed and is coded blue in the Global Watershed Map;

21.3. The Upper Salt Creek Watershed (“**Salt Creek Watershed**”) is a watershed which is contiguous to and to the **west** of the Lower Des Plaines Watershed and is coded **green** in the Global Watershed Map;

21.4. The **Poplar Creek Watershed** is a watershed which is contiguous to and to the **west** of the Upper Salt Creek Watershed and is coded **orange** in the Global Watershed Map;

21.5. The Calumet Sag Watershed (“**Cal-Sag Watershed**{ XE “**Cal-Sag Watershed**” }”) is a watershed contiguous to and to the **south** of the Lower Des Plaines Watershed and is coded **purple** in the Global Watershed Map; and

¹ **EXHIBIT ONE-ONE** is the **GLOBAL WATERSHED MAP** which divides Cook County into the seven watershed territories set out herein.

- 21.6. The Little Calumet Watershed is a watershed which is contiguous to and to the **south** of the Cal-Sag Watershed and is coded **red** in the Global Watershed Map.
- 21.7. A seventh residual watershed was and are the watershed of the southern part of **Chicago City** and is coded **white** in the **Global Watersheds Map** and will be referred to as the **Chicago City Watershed**.
22. Each Municipal Defendant is wholly or partially within one or more of these seven Watersheds.
23. The following Municipal Defendants were and are within the following Watersheds.
- 23.1. **Cal-Sag:** The Named Cal-Sag Watershed Municipal Defendants within the **Cal Sag Watershed** were and are: The Village of Alsip, The City of Blue Island, The City of Burbank, The City of Chicago, The Village of Evergreen Park, The Village of Lemont, The Village of Midlothian, The City of Oak Forest, The Village of Oak Lawn, The Village of Orland Park, The City of Palos Hills, The Village of Summit, The Village of Tinley Park, and The Village of Worth;
- 23.2. **Des Plaines:** The Named Des Plaines Watershed Municipal Defendants within the **Des Plaines Watershed** were and are: The Village of Arlington Heights, The Village of Bellwood, The Village of Berkeley, The City of Berwyn, The Village of Broadview, The Village of Brookfield, The Village of Buffalo Grove, The City of Chicago, The City of Countryside, The City of Des Plaines, The Village of Elk Grove Village, The Village of Elmwood Park, The Village of Forest Park, The Village of Forest View, The Village of Franklin Park, The Village of Harwood Heights, The Village of Hillside, The Village of Hinsdale, The Village of Indian Head Park, The Village of La Grange, The Village of La Grange Park, The Village of Lemont, The Village of Lyons, The Township of Maine

Township, The Village of Maywood, The Village of Melrose Park, The Village of Mount Prospect, The Village of Niles, The City of North Lake, The Village of North Riverside, The Village of Northbrook, The Village of Oak Park, The Village of Palatine, The Township of Palatine Township, The City of Park Ridge, The City of Prospect Heights, The Village of River Forest, The Village of River Grove, The Village of Riverside, The City of Rolling Meadows, The Village of Schiller Park, The Village of Stickney, The Village of Stone Park, The Village of Summit, The Village of Westchester, The Village of Western Springs, The Village of Wheeling

23.3. **Little Cal:** The Named Little Call Watershed Municipal Defendants within the **Little Cal Watershed** were and are: The City of Blue Island, The City of Calumet City, The City of Chicago Heights, The City of Country Club Hills, The Village of Dixmoor, The Village of Dolton, The Village of Flossmoor, The Village of Glenview, The City of Harvey, The Village of Hazel Crest, The Village of Homewood, The Village of Lansing, The City of Markham, The Village of Midlothian, The City of Oak Forest, The Village of Orland Park, The Village of Posen, The Village of Richton Park, The Village of Riverdale, The Village of South Holland, The Village of Steger, The Village of Thorton, The Village of Tinley Park

23.4. **North Branch:** The Named North Branch Watershed Municipal Defendants within the **North Branch Watershed** were and are: The City of Chicago, The City of Evanston, The Village of Glencoe, The Village of Harwood Heights, The Village of Lincolnwood, The Village of Morton Grove, The Village of Niles, The Village of

- Norridge, The Village of Northbrook, The Township of Northfield Township, The City of Park Ridge, The Village of Skokie, The Village of Wilmette, The Village of Winnetka
- 23.5. **Poplar Creek:** The Named Poplar Creek Watershed Municipal Defendants within the **Poplar Creek Watershed**{ XE "Cal-Sag Watershed" } were and are: The Village of Bartlett, The City of Elgin, The Village of Hoffman Estates, The Village of Schaumburg, The Township of Schaumburg, The Village of South Barrington, The Village of Streamwood
- 23.6. **Upper Salt:** The Named Upper Salt Watershed Municipal Defendants within the **Upper Creek Watershed** were and are: The Village of Arlington Heights, The Village of Elk Grove Village, The Village of Hoffman Estates, The Village of Palatine, The Township of Palatine Township, The City of Rolling Meadows, The Village of Schaumburg, The Township of Schaumburg Township, The Village of Wheeling
- 23.7. **Chicago City:** The Chicago City Watershed Municipal Defendants within the Chicago City vicinity: the City of Chicago, and Calumet City.

I.D. CLASS ACTION AVERMENTS

24. The proposed Plaintiff Representative Farmers Insurance Company conducts business within Cook County including insuring real properties such as homes, other residential buildings and structures and commercial buildings and structures (herein "real properties") within each watershed and/or subwatershed and within each Named Defendant Municipality and continues to insure real properties within said geographic region.
25. Scope of Plaintiff Farmer's Representativeness: The proposed Representative Plaintiff Farmers Insurance Company brings this proposed class action pursuant to 735 ILCS 5/2-801 on behalf of itself and on behalf of all other property insurance companies, insureds of these

property insurance companies and property owners within each of the Defendant Local Public Entity's jurisdictional territories that sustained property and other economic losses arising from a stormwater sewer invasion and/or a sanitary water sewer intrusion which occurred **on or about April 17, 2013 and/or April 18, 2013** proximately caused by one or more Defendant Local Public Entity's tortious conduct.

26. The proposed Global Class exceeds 600 claims and/or claimants and the Watershed Subclasses exceed 100 affected claims and/or claimants within each watershed.
27. As detailed herein relating to the issues of fact and law, the Global Class and the Watershed Subclasses present common questions of fact and law common to its members of the class and subclasses which predominate over questions affecting only individual members as required by 735 ILCS 5/2-801(2). Specifically, the common, central and fundamental issue in this action is whether the Defendants have failed to safely operate retention basins, detention basins, tributary enclosed sewers and tributary open sewers/drains for the purpose of safely conveying stormwater within the Defendants' territorial jurisdictions.
28. The County-Wide Class and the Watershed Subclass will be fairly and adequately represented the Representative Plaintiff and its attorneys as required by 735 ILCS 5/2-801(3).
29. Given the numbers of claims, claimants and/or damages as to each claimant, this proposed Class Action is an appropriate method for the fair and efficient adjudication of this controversy as contemplated by 735 ILCS 5/2-801.
30. The Plaintiff County-wide Class relates to all County-Wide Defendants and is defined as those property insurance companies, insureds of these property insurance companies, and property owners within Cook County territory that sustained property and other economic losses arising from a stormwater and/or sanitary sewer water intrusion which occurred on or

about the Occurrence Date arising from one or more County Defendants' ownership, operation and/or control of a stormwater sewer system and/or sanitary water sewer system servicing these members of the Plaintiff Class.

31. In addition, the Plaintiffs shall seek certification of subclasses as to each Defendant as follows:

31.1.1. a subclass based upon the local public entity's jurisdictional geographic territory;
and/or

31.1.2. a subclass, within a local public entity's geographic territory, based upon a specific stormwater sewer system and/or sanitary sewage subsystem.

II. FACTUAL OPERATIVE FACTS

II.A. OWNERSHIP, OPERATION, AND CONTROL OF SEWERS

32. This Defendant owned, operated and controlled the local stormwater sewer systems within its jurisdiction discharging the stormwater from its local storm sewers into regional storm sewers operated by the Reclamation District.

33. The Reclamation District owned, operated and controlled the regional sanitary sewers into which the other Local Public Entity Defendants' discharged their local sanitary sewer waters.

34. Each Municipal Defendant excluding the Reclamation District owned, operated and controlled the local sanitary water sewer systems within their jurisdiction discharging the sanitary water from their local sanitary water sewer systems into regional sanitary water sewers owned, operated and controlled by the Reclamation District.

35. The Reclamation District owned, operated and controlled the regional sanitary sewers into which the other Local Public Entity Defendants' discharged their local sanitary sewer waters.

II.B. KNOWN DETAILED WATERSHED PLANS

36. This Municipal Defendant investigated the stormwater management defects within its stormwater sewer system(s) and/or sanitary water sewer system(s) under its jurisdiction.

37. Prior to the Occurrence, these stormwater management defects in this Defendant's stormwater sewer system(s) and/or sanitary water sewer system(s) caused stormwater sewer invasions and/or sanitary water sewer invasions within the territorial boundaries of each Municipality Defendant.

38. The Reclamation District published these investigation of stormwater sewer systems and sanitary water sewer systems' defects in six Detailed Watershed Plans ("DWP"), one for each of the Defined Watersheds.

38.1. These DWPs were and are not "instruments" within the meaning of 735 ILCS 5/2-606.

38.2. These DWPs are too voluminous, each substantially exceeding 100 pages and their attachment would affect the ability of this pleading to be a "short and concise statement" per 735 ILCS 5/2-603.

38.3. These DWPs were and are publicly available online on the Reclamation District's Website (www.MWRD.org) under the "Reports" tab and, then, under the "Technical" subtab setting forth in the DWPs including supporting documents.

39. The Six Detailed Watershed Plans ("DWP") prepared by the Reclamation District in concert with all other local public entity Defendants herein were published and were public knowledge including for all Defendants on the following dates:

39.1. The Reclamation District published and made publically available to all including all Defendants herein the **Cal Sag** Detailed Watershed Plan which identified known stormwater sewer and sanitary water sewer management defects in **August 2009**;

- 39.2. The Reclamation District published and made publically available to all including all Defendants herein the **Des Plaines** Detailed Watershed Plan which identified known stormwater sewer and sanitary water sewer management defects in **February 2011**;
- 39.3. The Reclamation District published and made publically available to all including all Defendants herein the **Little Calumet** Detailed Watershed Plan which identified known stormwater sewer and sanitary water sewer management defects on or before **2011***;
- 39.4. The Reclamation District published and made publically available to all including all Defendants herein the **North Branch** Detailed Watershed Plan which identified known stormwater sewer and sanitary water sewer management defects on in **January 2011**;
- 39.5. The Reclamation District published and made publically available to all including all Defendants herein the **Poplar Creek** Detailed Watershed Plan which identified known stormwater sewer and sanitary water sewer management defects on in **December 2010**; and
- 39.6. The Reclamation District published and made publically available to all including all Defendants herein the **Upper Salt** Detailed Watershed Plan which identified known stormwater sewer and sanitary water sewer management defects on in **November 2009**.

II.C. KNOWN WATERSHED DEFECTS

40. These Detailed Watershed Plans disclosed the following dangerous and hazardous defects posed by the dangerous and hazardous defective stormwater sewer systems and sanitary water sewer systems and the dangerous and hazardous stormwater management practices of each Municipal Defendant *:

- 40.1. This Defendant failed to provide safe, adequate mitigation storage for stormwater to prevent stormwater invasions onto members of Plaintiff Class' properties *;
- 40.2. This Defendant failed to provide safe, adequate stormwater control storage for stormwater including but not limited to raising the banks and discharge culvert elevations for retention basins, detention basins and other stormwater storage structures within the watershed, subwatershed, and/or stormwater sewer system *;
- 40.3. This Defendants failed to provide safe, adequate mitigation conveyance for stormwater*;
- 40.4. This Defendant failed to provide safe, adequate stormwater control storage for stormwater *;
- 40.5. This Defendant failed to provide safe, adequate barriers such as temporary and/or permanent levees to protect Plaintiffs' properties from stormwater *;
- 40.6. This Defendant failed to provide safe, adequate barriers such as levees to increase protection from stormwater *;
- 40.7. This Defendant failed to provide safe, adequate barriers from stormwater *; and
- 40.8. This Defendant failed to pump down stormwater storage basins, sewers and/or structures.

41. These same defects existed within the Chicago City Watershed and were known to the Defendants in the Chicago City Watershed *.

II.D. TEMPORARY REMEDIES KNOWN

42. The Reclamation District owns, operates and controls the Tunnel and Reservoir Plan ("TARP") tunnels and reservoirs which is commonly known as the "Deep Tunnel".

43. Since the commencement of the operation of the Tunnel and Reservoir Plan (“TARP”) no later than 2006, the Reclamation District has adopted a policy of pumping out the TARP tunnels and reservoirs before each rainfall if the rainfall poses a substantial risk of causing sewer water invasions.
44. The purpose of the Reclamation District’s TARP Pump Out Policy is to maximize the capacity to store stormwater within the TARP tunnels and reservoirs during a rainfall.
45. For example, on or about **April 15 and/or April 16, 2013**, the Reclamation District began to pump out and did pump out sewer water collected in its TARP tunnels and reservoirs with knowledge that the known, approaching rainfall on or about **April 17 and/or April 18, 2013** would cause more sewer water invasions into the Plaintiff Class’ properties than would otherwise occur.
46. This Defendant could have remedied these stormwater sewer system(s) defects by pre-rainfall proper operation of the stormwater sewer system(s) including but not limited to the following operational practices that would temporarily increase and control stormwater storage:
- 46.1. temporarily increasing existing stormwater storage and/or conveyance capacity by pre-rain pumping out and pumping down stormwater storage and/or conveyance structures;
- 46.2. temporarily increasing existing stormwater basin storage capacity by pre-staging activities such as pre-rain installation of water-inflatable property protection systems; and/or
- 46.3. temporarily increasing existing conveyance capacity by pre-staging activities such as pre-rain installation of water-inflatable property protection systems

47. These temporary remedies are cost-effective in terms of a benefit-cost analysis because the cost of implementing one or more of these remedies is substantially and materially less than the damages suffered by the Plaintiff Class for each rainfall and the frequency of these temporary actions is on a frequency of about once each per year for a period of a few days.

II.E. CLIMATE CHANGE

48. During the past 40 years, climate change in Cook County has caused rains to be of greater volume, greater intensity and greater duration than pre-1970 rainfall history evidenced, rendering the rainfall frequency return tables employed by the Reclamation District and each Named Municipal Defendant inaccurate and obsolete.

49. In or around 2008, the Reclamation District, the County of Cook, the City of Chicago and other Municipal Defendants adopted the scientific principle that climate change has caused increases in rain fall amount, intensity and duration during a rain in the Cook County as evidenced by their adoption of the Chicago Climate Action Plan.

49.1. Said CCAP is not an “instrument” within the meaning of 735 ILCS 5/2-606.

49.2. Said CCAP is too voluminous to attach exceeding 100 pages and its attachment would only burden this record and affect the ability of this pleading to be a “short and concise statement” per 735 ILCS 5/2-603.

49.3. The CCAP was and is publicly available on the www.ChicagoActionPlan.org Website.

50. This defendant knew or should have known that climate change in Cook County has resulted in greater rain fall volume, greater rainfall intensity and greater rainfall duration than pre-1970 rainfall history evidenced, resulting in greater stormwater runoff from a rainfall with Cook County and its Watersheds.

51. This defendant knew that, because of climate change causing increased rainfall, this defendant had to increase stormwater storage capacity of its stormwater sewer system(s) to prevent sewer water invasions.

II.F. APPROACHING APRIL 17 AND/OR APRIL 18, 2013 RAINFALL

52. On or about the days before April 17 and/or April 18, 2013, including on April 17, 2013 and April 18, 2013, this defendant knew or should have known that the Occurrence rainfall was approaching Cook County Watersheds.

53. This Defendant had adequate time and opportunity to plan, pre-stage and take other actions before the Occurrence rainfall to maximize stormwater storage and/or transportation capacity within its stormwater sewer system(s) and sanitary water sewer system(s).

II.G. FAILURE TO IMPLEMENT REASONABLE PRE-STORM PRACTICES

54. During (a) the pre-rainfall staging period including on or about April 15 and/or April 16, 2013, (b) the rainfall on or about April 17 and/or April 18, 2013 and (c) after the rainfall on or about The Occurrence, this defendant failed to adopt and/or implement policies which would maximize the stormwater storage capacity of its stormwater sewers and sanitary water sewers so as to prevent injury to Members of the Plaintiff' Class *.

55. Specifically, (a) during the pre-rainfall staging period including on or about April 15 and/or April 16, 2013 during which the Reclamation District commenced the pump out and pump down of the TARP tunnels and reservoirs, (b) during the rainfall on or about April 17 and/or April 18, 2013 and (c) after the rainfall on or about April 17 and/or April 18, 2013, this defendant failed to adopt and/or implement any of the following specific actions to safely manage stormwater including safely managing stormwater sewer system(s) and sanitary

water sewer system(s) to prevent sewer water invasions onto and/or into Members of the Plaintiff Class' properties *:

55.1. This Defendant failed to provide safe, adequate mitigation storage for stormwater to prevent stormwater invasions such as through the use of quickly water-inflatable property protection systems, sandbags or other quick solutions to increase mitigation storage; for example, the City of Des Plaines deployed quick water-inflatable property protection systems on occasions before this Occurrence *;

55.2. This Defendant failed to provide safe, adequate stormwater control storage for stormwater including but not limited to raising the banks such as through the use of quickly water-inflatable property protection systems, sandbags or other quick solutions to increase stormwater control storage for retention basins, detention basins and other stormwater storage structures within the watershed, subwatershed, and/or stormwater sewer system; e.g., the City of Des Plaines deployed quick water-inflatable property protection systems on occasions before this Occurrence for stormwater protection *;

55.3. Relating to each discharge culvert in a retention basin(s), a detention basin(s), and/or another stormwater storage structure(s), this Defendant (a) failed to attenuate stormwater flows through the discharge culverts through the use of sandbags or other temporary systems, (b) failed to temporary raise the discharge elevation of the culvert(s) through sandbags or other temporary systems and/or (c) failed to block the stormwater flows through the discharge culvert(s) through the use of sandbags, flapgates or other temporary or adjustable gates and/or systems * ;

55.4. This Defendant failed to provide safe, adequate **mitigation** conveyance for stormwater including but not limited to using quickly inflatable property protection

systems such as the systems used by the City of Des Plaines or similar systems to increase the banks of channels and/or streams for safe conveyance of stormwater *;

55.5. This Defendant failed to provide safe, adequate **stormwater** conveyance for stormwater including but not limited to using quickly inflatable property protection systems such as the systems used by the City of Des Plaines or similar systems to increase the banks of channels and/or streams for safe conveyance of stormwater *;

55.6. This Defendant failed to provide safe, adequate stormwater barriers such as temporary stormwater-protection walls and/or stormwater-protection levees to protect Members of the Plaintiff Class' properties from stormwater including but not limited to using quickly inflatable property protection systems such as the systems used by the City of Des Plaines or similar systems to increase the banks of channels and/or streams for safe conveyance of stormwater *; and/or

55.7. This Defendant failed to pump down and/or pump out stormwater storage basins, sewers and/or structures before and/or during the rain *.

56. Each of these actions would have a benefit to cost ratio greater than one because the dollar benefits from the temporary action in terms of prevented damage to members of the Plaintiff Class exceeds the dollar cost to this Defendant of the temporary action.

57. It is socially useful to require each of these actions to prevent sewer water invasions because these actions protect the health, safety and welfare of members of the Plaintiffs' Class from sewer water.

II.H. APRIL 17 AND/18, 2013 RAINFALL

58. On or about April 17 and/or April 18, 2013, rain fell over the Cook County Watersheds.

59. The rain which fell on April 17 and/or April 18, 2013 was: (a) reasonably manageable by this Defendant, (b) was an ordinary rainfall in the experience of this Defendant and the historical experience of the Cook County, (c) was a reasonably foreseeable rainfall based upon the previously experiences by this Defendant within the Cook County Watershed and (d) was not an “Act of God” rainfall unknown to and/or unexperienced by this Defendant.

60. This rainfall fall within the 100 year rainfall return frequency as promulgated by the Reclamation District in its current Stormwater Management Ordinance.

60.1. Alternatively, this rainfall was within the climate-change adjusted 100 year rainfall return frequency recalculated for present climatological changes including under the analyses of the Chicago Climate Action Plan.

61. If this Defendant had adopted reasonable stormwater management practices, the sewer water invasions suffered by this Defendant’s members of the Plaintiff Class would not have occurred.

62. During and/or after this rainfall, this Defendant invaded its members of Plaintiff Class with sewer water when this Defendant failed to take reasonable action to prevent excess accumulations of stormwater and/or sanitary water from invading this Defendant’s Members of the Plaintiff Class’ properties.

63. During the rainfall on the Occurrence Date, this Defendant’s tortious act or omission combined with the known defects in its stormwater sewer system(s) and/or sanitary sewer water system(s) to cause sewer water invasions into and/or onto properties of Members of the Plaintiff Class.

III: COMMON LEGAL AVERMENTS AS TO ALL MUNICIPAL DEFENDANTS

III.A FIRST COUNT: 745 ILCS §3-102(A) NEGLIGENT MAINTENANCE LIABILITY

64. The preceding paragraphs are incorporated herein by reference.
65. As used in this Complaint, “**First Count**” means a cause of action against each Defendant based upon 745 ILCS §3-102(A) for negligent maintenance and operation of its sewer system(s) as set forth in this **Part III.A.** herein. All averments in this **Part III.A.** are incorporated into each “**First Count**” against each individual Defendant set out later in this Complaint.
66. This Municipal Defendant’s stormwater sewer system(s) and/or sanitary sewer systems was and is “property” within the meaning of 745 ILCS§ 10/3-102(a).
67. The sewer water in this Municipal Defendant’s sewer system was and is “property” within the meaning of 745 ILCS§ 10/3-102(a).
68. This Municipal Defendant was under a duty to safely and properly maintain and operate its sewer properties under 745 ILCS §3-102(a) which provides in part:
- Sec. 3-102. (a) Except as otherwise provided in this Article, **a local public entity has the duty to exercise ordinary care to maintain its property in a reasonably safe condition** for the use in the exercise of ordinary care of people whom the entity intended and permitted to use the property in a manner in which and at such times as it was reasonably foreseeable that it would be used, ...
69. This Municipal Defendant owed the foregoing duties to members of the Plaintiffs’ Class because members of the Plaintiff Class are serviced by this Municipal Defendant’s sewers. Based upon prior sewer water invasions, this Defendant knew that members of the Plaintiff Class would be foreseeably injured by breaches of these statutory duties because invading sewer water from this Municipal Defendant’s stormwater sewer system(s) and sanitary sewer water(s) into Members of the Plaintiff s’ homes and other buildings posed a known risk to the health, safety and welfare of its members of the Plaintiff s and their properties.

70. This Municipal Defendant owed this duty for safe operation under §3-102(a) relating to this Municipal Defendant's stormwater basins, stormwater storage structures and stormwater conveyance structures and/or sanitary water sewer(s) and/or sanitary water sewer structure(s) owned, operated and/or controlled by this Defendant.

71. This Defendant had actual or constructive notice of the existence of sewer defects based upon prior sewer water invasions, prior investigations of sewer water invasions, prior studies of this Defendant's sewer system(s) and/or the Reclamation District's Detailed Watershed Plans.

72. The likelihood and magnitude of the potential danger of its failure to properly manage stormwater and/or sanitary sewer water was foreseeable and greatly outweighed the practicability and cost of proper management of its sewers.

73. Notwithstanding this statutory duty and constructive notice of the consequences of failing to perform its statutory duty, this Defendant negligently breached this general duty to properly maintain the stormwater sewer systems and/or sanitary water sewer system(s) by the following conduct *:

73.1. This Defendant failed to provide safe, adequate mitigation storage for stormwater to prevent stormwater invasions such as through the use of quickly water-inflatable property protection systems, sandbags or other quick solutions to increase mitigation storage; for example, the City of Des Plaines deployed quick water-inflatable property protection systems on occasions before this Occurrence *;

73.2. This Defendant failed to provide safe, adequate stormwater control storage for stormwater including but not limited to raising the banks such as through the use of quickly water-inflatable property protection systems, sandbags or other quick solutions

to increase stormwater control storage for retention basins, detention basins and other stormwater storage structures within the watershed, subwatershed, and/or stormwater sewer system; e.g., the City of Des Plaines deployed quick water-inflatable property protection systems on occasions before this Occurrence for stormwater protection *;

73.3. Relating to each discharge culvert in a retention basin(s), a detention basin(s), and/or another stormwater storage structure(s), this Defendant (a) failed to attenuate stormwater flows through the discharge culverts through the use of sandbags or other temporary systems, (b) failed to temporary raise the discharge elevation of the culvert(s) through sandbags or other temporary systems and/or (c) failed to block the stormwater flows through the discharge culvert(s) through the use of sandbags, flapgates or other temporary or adjustable gates and/or systems * ;

73.4. This Defendant failed to provide safe, adequate **mitigation** conveyance for stormwater including but not limited to using quickly inflatable property protection systems such as the systems used by the City of Des Plaines or similar systems to increase the banks of channels and/or streams for safe conveyance of stormwater *;

73.5. This Defendant failed to provide safe, adequate **stormwater** conveyance for stormwater including but not limited to using quickly inflatable property protection systems such as the systems used by the City of Des Plaines or similar systems to increase the banks of channels and/or streams for safe conveyance of stormwater *;

73.6. This Defendant failed to provide safe, adequate stormwater barriers such as temporary stormwater-protection walls and/or stormwater-protection levees to protect member of the Plaintiff Class' properties from stormwater including but not limited to using quickly inflatable property protection systems such as the systems used by the City

of Des Plaines or similar systems to increase the banks of channels and/or streams for safe conveyance of stormwater *; and/or

- 73.7. This Defendant failed to pump down and/or pump out stormwater storage basins, sewers and/or structures before and/or during the rain *.
74. As a cause-in-fact of one or more of these breaches, this Defendant caused in fact its Plaintiff Class to be damaged by this Defendant's foregoing breaches because, but for this Defendant's failures to properly manage storm sewer water and/or sanitary sewer water as set forth above, this Defendant's sewer water would not have escaped from this Defendant's sewer(s) and invaded properties of members of the Plaintiff Class from the stormwater sewer(s) and/or sanitary sewer(s) under this Defendant's exclusive ownership, operation and/or control on the Occurrence Date.
75. As a proximate cause of one or more of these breaches, this Defendant proximately caused its members of the Plaintiff Class to be damaged by the foregoing breaches of its duties because one or more of these breaches was and/or were the direct, immediate, substantial and material causes of excess accumulations of stormwater and/or sanitary water escaping from this Defendant's sewers and ,then, invading from this Defendant's sewers into the properties of members of the Plaintiff Class whose properties were serviced by this Defendant's sewers on the Occurrence Date.
76. Members of the Plaintiff Class were immediately and directly damaged as a proximate cause of this Municipal Defendant's acts and omissions as set forth in the "Damage Section" set out later herein and incorporated herein by reference.

Wherefore, the Plaintiffs request the relief against this Defendant set forth in the Relief Sections.

**III.B. SECOND COUNT AS TO EACH MUNICIPAL DEFENDANT: 745 ILCS §3-103(A)
FAILURE TO REMEDY KNOWN DANGEROUS CONDITIONS**

77. The preceding paragraphs are incorporated herein by reference.

78. As used in this Complaint, “**Second Count**” means a cause of action against each Defendant based upon 745 ILCS §ILCS §3-103(A) for negligent failure to remedy known dangerous sewer condition(s) as set forth in this **Part III.B.** herein. All averments in this **Part III.B.** are incorporated into each “**Second Count**” against each individual Defendant set out later in this Complaint.

79. This Municipal Defendant’s stormwater sewer system(s) and/or sanitary sewer systems was “property” is used within the meaning of 745 ILCS§ 10/3-102(a).

80. The sewer water in this Municipal Defendant’s sewer system was and is “property” within the meaning of 745 ILCS§ 10/3-103(a).

81. Prior to the Occurrence, this Municipal Defendant had constructed a stormwater sewer system(s) and/or sanitary water sewer system(s).

82. This Municipal Defendant knew that its existing constructed stormwater sewer system(s) and/or sanitary water sewer system(s) created unreasonable dangerous conditions to members of the Plaintiff Class as sewer water invasions frequently resulted from the operation of this Municipal Defendant’s stormwater sewer system(s) and/or sanitary sewer water(s) into members of the Plaintiffs’ Class properties which were serviced by this Municipal Defendant’s sewers *.

83. This Municipal Defendant was under a duty to remedy an unsafe condition arising after the execution of this Municipal Defendant’s construction plan relating to stormwater sewer system(s) and/or sanitary water sewer system(s) sewer water invasions into members of the Plaintiff Class’ homes, buildings and properties under 745 ILCS Sec. 3-103(a):

Sec. 3-103. (a) A local public entity is not liable under this Article for an injury caused by the adoption of a plan or design of a construction of, or an improvement to public property where the plan or design has been approved in advance of the construction or improvement by the legislative body of such entity or by some other body or employee exercising discretionary authority to give such approval or where such plan or design is prepared in conformity with standards previously so approved. **The local public entity is liable, however, if after the execution of such plan or design it appears from its use that it has created a condition that it is not reasonably safe.**

84. Despite the Detailed Watershed Plan and/or other municipal reports detailing this Municipal Defendant's known defects causing sewer water invasions, this Municipal Defendant failed to remedy these known defects *.

85. This Defendant owed to members of the Plaintiffs' Class whom properties were serviced by this Defendant's sewers a duty as these Plaintiffs would be foreseeably injured by breach of these statutory duties because invading sewer water from this Defendant's stormwater sewer system(s) and sanitary sewer water(s) into these Plaintiffs' homes and other buildings posed a known risk to the health, safety and welfare of these Plaintiffs' properties.

86. This Municipal Defendant owed this duty under §3-103(a) as to all stormwater basins, stormwater storage structures and stormwater conveyance structures owned, operated and/or controlled by this Municipal Defendant.

87. This Defendant breached this duty to properly maintain the stormwater sewer systems and/or sanitary water sewer facilities by the following conduct *:

87.1. This defendant failed to provide safe, adequate mitigation storage for stormwater to prevent stormwater invasions such as through the use of quickly water-inflatable property protection systems, sandbags or other quick solutions to increase mitigation storage; for example, the City of Des Plaines deployed quick water-inflatable property protection systems on occasions before this Occurrence *;

87.2. This defendant failed to provide safe, adequate stormwater control storage for stormwater including but not limited to raising the banks such as through the use of quickly water-inflatable property protection systems, sandbags or other quick solutions to increase stormwater control storage for retention basins, detention basins and other stormwater storage structures within the watershed, subwatershed, and/or stormwater sewer system; e.g., the City of Des Plaines deployed quick water-inflatable property protection systems on occasions before this Occurrence for stormwater protection *;

87.3. Relating to this discharge culvert in a retention basin(s), a detention basin(s), and/or another stormwater storage structure(s), this Defendant (a) failed to attenuate stormwater flows through the discharge culverts through the use of sandbags or other temporary systems, (b) failed to temporary raise the discharge elevation of the culvert(s) through sandbags or other temporary systems and/or (c) failed to block the stormwater flows through the discharge culvert(s) through the use of sandbags, flapgates or other temporary or adjustable gates and/or systems * ;

87.4. This defendant failed to provide safe, adequate **mitigation** conveyance for stormwater including but not limited to using quickly inflatable property protection systems such as the systems used by the City of Des Plaines or similar systems to increase the banks of channels and/or streams for safe conveyance of stormwater *;

87.5. This defendant failed to provide safe, adequate **stormwater** conveyance for stormwater including but not limited to using quickly inflatable property protection systems such as the systems used by the City of Des Plaines or similar systems to increase the banks of channels and/or streams for safe conveyance of stormwater *;

- 87.6. This defendant failed to provide safe, adequate stormwater barriers such as temporary stormwater-protection walls and/or stormwater-protection levees to protect members of Plaintiff Class properties from stormwater including but not limited to using quickly inflatable property protection systems such as the systems used by the City of Des Plaines or similar systems to increase the banks of channels and/or streams for safe conveyance of stormwater *; and/or
- 87.7. This defendant failed to pump down and/or pump out stormwater storage basins, sewers and/or structures before and/or during the rain *.
88. This Defendant caused in fact damage to member of the Plaintiffs' Class by the foregoing breaches because, but for these failures to properly manage storm sewer water and/or sanitary sewer water, sewer water would not have invaded members of Plaintiff Class properties from the stormwater sewer(s) and/or sanitary sewer(s) under this Defendant's exclusive ownership, operation and/or control.
89. This Defendant proximately caused members of the Plaintiffs' Class damages by the foregoing breaches because these breaches were the direct and immediate cause of excess accumulations of stormwater and/or sanitary water to escape from the control of this Defendant and to escape from this Defendant's sewer system(s) and, then, to invade from this Defendant's sewers into the Plaintiff Class Members' properties on the Occurrence Date.
90. This Defendant's members of the Plaintiff Class were immediately and directly damaged as a proximate cause of this Municipal Defendant's acts and omissions as set forth in the "Damage Section" recited later herein and incorporated herein by reference.

Wherefore, the Plaintiffs request the relief against this Defendant set forth in the Relief Sections.

III.C. THIRD COUNT: VIOLATION OF ILLINOIS CONSTITUTION ART. I, SEC. 15 AND FIFTH AMENDED TO THE U.S. CONSTITUTION

91. The preceding paragraphs are incorporated herein.
92. As used in this Complaint, “**Third Count**” means a cause of action against each Defendant based upon a violations of the Taking Clause of the Illinois Constitution being Article I, Section 15 and the Taking Clause set forth in the Fifth Amendment to the United States Constitution as set forth in this **Part III.C.** herein. All averments in this **Part III.C.** are incorporated into each “**Third Count**” against each individual Defendant set out later in this Complaint.
93. On the Occurrence Date, this Defendant’s members of the Plaintiff Class suffered a direct encroachment upon their real properties when stormwater and/or sewer water invaded their real properties from this Defendant’s sewers and subjected Plaintiffs’ real properties including residences and other buildings to a public use as retention basins and/or detention basins of this Defendant’s stormwater and/or sewer water.
94. On the Occurrence Date, this Defendant’s sewer water invasions into its members of the Plaintiffs’ Class homes and properties excluded or restricted the Plaintiff Class’ dominion and control over their real properties including their residences and homes and personal properties.
95. Illinois Constitution Art. I, Sec. 15, entitled “Taking of Real and Personal Property” and the Fifth Amendment to the United States Constitution prohibit the taking of private property for public use without payment of just compensation to the citizen whose property was taken.
96. Pursuant to the Illinois and United States Constitution, this Defendant was under a duty to provide just compensation for this Defendant’s taking of its members of the Plaintiff Class’

real and personal property including residences, buildings, other real property and personal property.

97. As to this Defendant, this Defendant's members of the Plaintiffs' Class are parties beneficially interested to maintain this action because they are entitled to just compensation from this Defendant relating to this Defendant's Taking of Plaintiffs' real and personal property by this Defendant's discharge of sewer water into and/onto the properties of its members of the Plaintiffs' Class.
98. Because stormwater and/or sanitary water from this Defendant's properties invaded its members of the Plaintiff Class, these physical stormwater and sanitary water overflows and invasions into its members of the Plaintiff Class' homes, residences and properties was for a public use: specifically, this Defendant took and appropriate the its Plaintiffs' properties for use as retention basins, detention basins and/or other storage structures of this Defendant stormwater and/or sanitary water.
99. By these acts of public use and appropriation for public use of its Plaintiffs' properties as sewer water basins for this Defendant's sewer water, this Defendant unjustifiably and unlawfully, interfered, hindered, and prevented Plaintiffs from their exclusive right to use Plaintiffs' properties for their intended purposes and use as guaranteed by the Illinois and the United States Constitution.
100. The repeated presence of this Defendant's accumulated water in its Plaintiffs' properties and the ongoing threat during rainfalls of the significant risk of additional invasions has resulted in a permanent and substantial interference with its Plaintiffs' use and enjoyment of their real properties and personal properties including but not limited to a permanent and

substantial reduction if not total destruction of the market value of its Plaintiffs' real and personal property including their homes and buildings.

101. This Defendant took its members of the Plaintiff Class' homes, other real property and personal property without just compensation in violation these provisions of the Illinois and U.S. Constitution. Despite these destructive sewer water invasions, Plaintiffs have not received just compensation for this substantial interference of their real properties and personal properties.

102. This Defendant has proximately caused damage to the Plaintiffs' real properties including their homes and other buildings and personal properties as these properties became partially and/or totally uninhabitable and/or usable as a result of this Defendant's actions and/or inactions as set forth herein resulting in sewer water invasions into the Plaintiffs' real properties including homes and buildings and personal property on the Occurrence Date.

103. The Plaintiffs request the damages set forth in the Damage Section herein.

Wherefore, the Plaintiffs request the relief against this Defendant set forth in the Relief Sections.

IV. DAMAGES

104. All property damage sustained by this Defendant's members of the Plaintiff Class was the result of the sudden, dangerous and calamitous occurrence on the Occurrence Date.

105. These sewer water invasions were so rapid that this Defendant's members of the Plaintiffs' Class were not able to protect their properties from the sewer water invasions.

106. These sewer water invasions were so rapid that this Defendant's members of the Plaintiffs' Class including elderly men and women and young children were forced to evacuate parts or all of their homes because of safety concerns arising from these sewer water invasions.

107. Many sanitary sewer water invasions from this Defendant's sanitary sewers were so rapid that geysers of sewer water shot out from floor drains, toilets, showers and other basement floor openings in members of the Plaintiffs' Class.

108. As a direct and proximate result of the foregoing sudden, dangerous and calamitous occurrences of the Occurrence damaging this Defendant's members of the Plaintiffs' Class, this Defendant's members of the Plaintiff Class' homes, residences, other real property and personal property were invaded by sewer water from this Defendant's sewers and the Plaintiffs suffered the following damages set forth for purposes of description but not limitation and including, but not limited to:

108.1. The insurer members of this Plaintiff Class paid monies to their insureds for emergency restoration and remediation of sewer water contaminated homes of their insureds; and/or

108.2. The insurer members of the Plaintiff Class paid monies to the insureds based upon damage to the real properties of their insureds; and/or

108.3. The insurer members of the Plaintiff Class paid monies to the insureds based upon damage to the personal properties of their insureds; and/or

108.4. The insurer members of the Plaintiff Class paid monies to the insurer's business insureds based upon loss of income, loss of profits and/or other economic damages under business interruption provisions of the insurers' insurance policies; and/or

108.5. Members of the Plaintiff Class incurred evacuation costs relating to evacuation from their homes; and/or

108.6. Members of the Plaintiffs' Class sustained uninsured losses to their real properties due to contact with the sewer waters which damaged the interior finishes of their homes

and buildings including but not limited to damage to interior walls consisting of drywall or other wall finishes, wall partitions, flooring and/or ceilings and other parts of their real property; and/or

108.7. Members of the Plaintiffs' Class sustained uninsured losses for damages to their personal properties including but not limited to furniture, home electronics, clothing and/or other items of personal property; and/or

108.8. Members of the Plaintiffs' Class sustained uninsured losses relating to out-of-pocket costs and expended substantial amounts of time, effort and money for Plaintiffs to clean their homes, residences, properties and/or vehicles due to the conditions caused by the sewer water invasions into their residences, properties and/or vehicles; and/or

108.9. Members of the Plaintiffs' Class have significantly reduced and/or destroyed market value of their homes, residences and properties due to these sewer water invasions; and/or

108.10. Members of the Plaintiffs' Classes have sustained other economic losses.

V. RELIEF AS TO THIS DEFENDANT

Wherefore, this Defendant's members of the Plaintiffs Class seek the following relief against this Defendant:

- A. The award of compensatory damages against this Defendant as to its members of the Plaintiffs' Class in excess of the jurisdictional minimum of this Court; and
- B. Such other relief to which this Defendant's members of the Plaintiffs' Class may be entitled.

1. CLAIMS AGAINST THE RECLAMATION DISTRICT

109. As used for these claims, “this Defendant” means Reclamation District.
110. The Plaintiffs incorporate by reference the preceding paragraphs.
111. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
112. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
113. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

2. CLAIMS AGAINST THE COUNTY OF COOK

114. As used for these claims, “this Defendant” means the County of Cook.

115. The Plaintiffs incorporate by reference the preceding paragraphs.

116. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

117. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

118. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

3. CLAIMS AGAINST THE FOREST PRESERVE

119. As used for these claims, “this Defendant” means the Forest Preserve.

120. The Plaintiffs incorporate by reference the preceding paragraphs.

121. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

122. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

123. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

4. CLAIMS AGAINST THE CITY OF CHICAGO

124. As used for these claims, “this Defendant” means the City of Chicago.

125. The Plaintiffs incorporate by reference the preceding paragraphs.

126. Incorporating **Part III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

127. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

128. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

5. CLAIMS AGAINST PARK RIDGE

129. As used for these claims, “this Defendant” means the City of Park Ridge.

130. The Plaintiffs incorporate by reference the preceding paragraphs.

131. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

132. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

133. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

6. CLAIMS AGAINST ALSIP

134. As used for these claims, “this Defendant” means the City of Alsip.
135. The Plaintiffs incorporate by reference the preceding paragraphs.
136. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
137. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
138. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

7. CLAIMS AGAINST VILLAGE OF ARLINGTON HEIGHTS

139. As used for these claims, “this Defendant” means VILLAGE OF ARLINGTON HEIGHTS.

140. The Plaintiffs incorporate by reference the preceding paragraphs.

141. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

142. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

143. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

8. CLAIMS AGAINST VILLAGE OF BELLWOOD

144. As used for these claims, “this Defendant” means VILLAGE OF BELLWOOD.
145. The Plaintiffs incorporate by reference the preceding paragraphs.
146. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
147. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
148. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

9. CLAIMS AGAINST VILLAGE OF BERKELEY

149. As used for these claims, “this Defendant” means VILLAGE OF BERKELEY.
150. The Plaintiffs incorporate by reference the preceding paragraphs.
151. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
152. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
153. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

10. CLAIMS AGAINST CITY OF BERWYN

154. As used for these claims, “this Defendant” means CITY OF BERWYN.

155. The Plaintiffs incorporate by reference the preceding paragraphs.

156. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

157. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

158. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

11. CLAIMS AGAINST VILLAGE OF BROADVIEW

159. As used for these claims, “this Defendant” means VILLAGE OF BROADVIEW.

160. The Plaintiffs incorporate by reference the preceding paragraphs.

161. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

162. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

163. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

12. CLAIMS AGAINST VILLAGE OF BROOKFIELD

164. As used for these claims, “this Defendant” means VILLAGE OF BROOKFIELD.

165. The Plaintiffs incorporate by reference the preceding paragraphs.

166. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

167. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

168. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

13. CLAIMS AGAINST VILLAGE OF BUFFALO GROVE

169. As used for these claims, “this Defendant” means VILLAGE OF BUFFALO GROVE.

170. The Plaintiffs incorporate by reference the preceding paragraphs.

171. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

172. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

173. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

14. CLAIMS AGAINST CITY OF CHICAGO

174. As used for these claims, “this Defendant” means CITY OF CHICAGO.

175. The Plaintiffs incorporate by reference the preceding paragraphs.

176. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

177. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

178. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

15. CLAIMS AGAINST CITY OF COUNTRYSIDE

179. As used for these claims, “this Defendant” means CITY OF COUNTRYSIDE.

180. The Plaintiffs incorporate by reference the preceding paragraphs.

181. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

182. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

183. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

16. CLAIMS AGAINST CITY OF DES PLAINES

184. As used for these claims, “this Defendant” means CITY OF DES PLAINES.
185. The Plaintiffs incorporate by reference the preceding paragraphs.
186. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
187. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
188. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

17. CLAIMS AGAINST VILLAGE OF ELK GROVE VILLAGE

189. As used for these claims, “this Defendant” means VILLAGE OF ELK GROVE.

190. The Plaintiffs incorporate by reference the preceding paragraphs.

191. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

192. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

193. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

18. CLAIMS AGAINST VILLAGE OF ELMWOOD PARK

194. As used for these claims, “this Defendant” means VILLAGE OF ELMWOOD PARK.

195. The Plaintiffs incorporate by reference the preceding paragraphs.

196. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

197. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

198. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

19. CLAIMS AGAINST VILLAGE OF FOREST PARK

199. As used for these claims, “this Defendant” means VILLAGE OF FOREST PARK.

200. The Plaintiffs incorporate by reference the preceding paragraphs.

201. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

202. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

203. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

20. CLAIMS AGAINST VILLAGE OF FORESTVIEW

204. As used for these claims, “this Defendant” means VILLAGE OF FORESTVIEW.
205. The Plaintiffs incorporate by reference the preceding paragraphs.
206. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
207. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
208. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

21. CLAIMS AGAINST VILLAGE OF FRANKLIN PARK

209. As used for these claims, “this Defendant” means VILLAGE OF FRANKLIN PARK.

210. The Plaintiffs incorporate by reference the preceding paragraphs.

211. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

212. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

213. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

22. CLAIMS AGAINST VILLAGE OF HARWOOD HEIGHTS

214. As used for these claims, “this Defendant” means VILLAGE OF HARWOOD HEIGHTS.

215. The Plaintiffs incorporate by reference the preceding paragraphs.

216. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

217. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

218. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

23. CLAIMS AGAINST VILLAGE OF HILLSIDE

219. As used for these claims, “this Defendant” means VILLAGE OF HILLSIDE.
220. The Plaintiffs incorporate by reference the preceding paragraphs.
221. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
222. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
223. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

24. CLAIMS AGAINST VILLAGE OF HINSDALE

224. As used for these claims, “this Defendant” means VILLAGE OF HINSDALE.
225. The Plaintiffs incorporate by reference the preceding paragraphs.
226. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
227. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
228. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

25. CLAIMS AGAINST VILLAGE OF INDIAN HEAD PARK

229. As used for these claims, “this Defendant” means VILLAGE OF INDIAN HEAD PARK.

230. The Plaintiffs incorporate by reference the preceding paragraphs.

231. Incorporating **Part III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

232. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

233. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

26. CLAIMS AGAINST VILLAGE OF LA GRANGE

234. As used for these claims, “this Defendant” means VILLAGE OF LA GRANGE.

235. The Plaintiffs incorporate by reference the preceding paragraphs.

236. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

237. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

238. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

27. CLAIMS AGAINST VILLAGE OF LA GRANGE PARK

239. As used for these claims, “this Defendant” means VILLAGE OF LA GRANGE PARK.

240. The Plaintiffs incorporate by reference the preceding paragraphs.

241. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

242. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

243. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

28. CLAIMS AGAINST VILLAGE OF LEMONT

244. As used for these claims, “this Defendant” means VILLAGE OF LEMONT.

245. The Plaintiffs incorporate by reference the preceding paragraphs.

246. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

247. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

248. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

29. CLAIMS AGAINST VILLAGE OF LYONS

249. As used for these claims, “this Defendant” means VILLAGE OF LYONS.

250. The Plaintiffs incorporate by reference the preceding paragraphs.

251. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

252. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

253. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

30. CLAIMS AGAINST MAINE TOWNSHIP

254. As used for these claims, “this Defendant” means MAINE TOWNSHIP.

255. The Plaintiffs incorporate by reference the preceding paragraphs.

256. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

257. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

258. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

31. CLAIMS AGAINST VILLAGE OF MAYWOOD

259. As used for these claims, “this Defendant” means VILLAGE OF MAYWOOD.

260. The Plaintiffs incorporate by reference the preceding paragraphs.

261. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

262. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

263. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

32. CLAIMS AGAINST VILLAGE OF MELROSE PARK

264. As used for these claims, “this Defendant” means VILLAGE OF MELROSE PARK.

265. The Plaintiffs incorporate by reference the preceding paragraphs.

266. Incorporating **Part III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

267. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

268. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

33. CLAIMS AGAINST VILLAGE OF MT PROSPECT

269. As used for these claims, “this Defendant” means VILLAGE OF MT PROSPECT.

270. The Plaintiffs incorporate by reference the preceding paragraphs.

271. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

272. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

273. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

34. CLAIMS AGAINST VILLAGE OF NILES

274. As used for these claims, “this Defendant” means VILLAGE OF NILES.

275. The Plaintiffs incorporate by reference the preceding paragraphs.

276. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

277. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

278. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

35. CLAIMS AGAINST CITY OF NORTH LAKE

279. As used for these claims, “this Defendant” means CITY OF NORTH LAKE.

280. The Plaintiffs incorporate by reference the preceding paragraphs.

281. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

282. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

283. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

36. CLAIMS AGAINST VILLAGE OF NORTH RIVERSIDE

284. As used for these claims, “this Defendant” means VILLAGE OF NORTH RIVERSIDE.

285. The Plaintiffs incorporate by reference the preceding paragraphs.

286. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

287. Incorporating Part **III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

288. Incorporating Part **III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

37. CLAIMS AGAINST VILLAGE OF NORTHBROOK

289. As used for these claims, “this Defendant” means VILLAGE OF NORTHBROOK.

290. The Plaintiffs incorporate by reference the preceding paragraphs.

291. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

292. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

293. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

38. CLAIMS AGAINST VILLAGE OF OAK PARK

294. As used for these claims, “this Defendant” means VILLAGE OF OAK PARK.

295. The Plaintiffs incorporate by reference the preceding paragraphs.

296. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

297. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

298. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

39. CLAIMS AGAINST VILLAGE OF PALATINE

299. As used for these claims, “this Defendant” means VILLAGE OF PALATINE.

300. The Plaintiffs incorporate by reference the preceding paragraphs.

301. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

302. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

303. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

40. CLAIMS AGAINST PALATINE TOWNSHIP

304. As used for these claims, “this Defendant” means PALATINE TOWNSHIP.

305. The Plaintiffs incorporate by reference the preceding paragraphs.

306. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

307. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

308. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

41. CLAIMS AGAINST CITY OF PARK RIDGE

309. As used for these claims, “this Defendant” means CITY OF PARK RIDGE.

310. The Plaintiffs incorporate by reference the preceding paragraphs.

311. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

312. Incorporating Part **III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

313. Incorporating Part **III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

42. CLAIMS AGAINST CITY OF PROSPECT HEIGHTS

314. As used for these claims, “this Defendant” means CITY OF PROSPECT HEIGHTS.

315. The Plaintiffs incorporate by reference the preceding paragraphs.

316. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

317. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

318. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

43. CLAIMS AGAINST VILLAGE OF RIVER FOREST

319. As used for these claims, “this Defendant” means VILLAGE OF RIVER FOREST.

320. The Plaintiffs incorporate by reference the preceding paragraphs.

321. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

322. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

323. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

44. CLAIMS AGAINST VILLAGE OF RIVER GROVE

324. As used for these claims, “this Defendant” means VILLAGE OF RIVER GROVE.

325. The Plaintiffs incorporate by reference the preceding paragraphs.

326. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

327. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

328. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

45. CLAIMS AGAINST VILLAGE OF RIVERSIDE

329. As used for these claims, “this Defendant” means VILLAGE OF RIVERSIDE.

330. The Plaintiffs incorporate by reference the preceding paragraphs.

331. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

332. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

333. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

46. CLAIMS AGAINST CITY OF ROLLING MEADOWS

334. As used for these claims, “this Defendant” means CITY OF ROLLING MEADOWS.

335. The Plaintiffs incorporate by reference the preceding paragraphs.

336. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

337. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

338. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

47. CLAIMS AGAINST VILLAGE OF SCHILLER PARK

339. As used for these claims, “this Defendant” means VILLAGE OF SCHILLER PARK.

340. The Plaintiffs incorporate by reference the preceding paragraphs.

341. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

342. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

343. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

48. CLAIMS AGAINST VILLAGE OF STICKNEY

344. As used for these claims, “this Defendant” means VILLAGE OF STICKNEY.

345. The Plaintiffs incorporate by reference the preceding paragraphs.

346. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

347. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

348. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

49. CLAIMS AGAINST VILLAGE OF STONE PARK

349. As used for these claims, “this Defendant” means VILLAGE OF STONE PARK.

350. The Plaintiffs incorporate by reference the preceding paragraphs.

351. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

352. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

353. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

50. CLAIMS AGAINST VILLAGE OF SUMMIT

354. As used for these claims, “this Defendant” means VILLAGE OF SUMMIT.

355. The Plaintiffs incorporate by reference the preceding paragraphs.

356. Incorporating **Part III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

357. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

358. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

51. CLAIMS AGAINST VILLAGE OF WESTCHESTER

359. As used for these claims, "this Defendant" means VILLAGE OF WESTCHESTER.

360. The Plaintiffs incorporate by reference the preceding paragraphs.

361. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs' properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

362. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs' properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

363. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs' properties for a public use as this Defendant's sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs' properties which directly and immediately resulted in property damage to its Plaintiffs' Subclass on the Occurrence Date.

Wherefore, the members of this Defendant's Plaintiff Subclass who own and/or insured property within this Defendant's jurisdiction requests the Relief set forth herein against this Defendant.

52. CLAIMS AGAINST VILLAGE OF WESTERN SPRINGS

364. As used for these claims, “this Defendant” means VILLAGE OF WESTERN SPRINGS.

365. The Plaintiffs incorporate by reference the preceding paragraphs.

366. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

367. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

368. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

53. CLAIMS AGAINST VILLAGE OF WHEELING

369. As used for these claims, “this Defendant” means VILLAGE OF WHEELING.

370. The Plaintiffs incorporate by reference the preceding paragraphs.

371. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

372. Incorporating Part **III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

373. Incorporating Part **III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

54. CLAIMS AGAINST VILLAGE OF ALSIP

374. As used for these claims, “this Defendant” means VILLAGE OF ALSIP.

375. The Plaintiffs incorporate by reference the preceding paragraphs.

376. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

377. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

378. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

55. CLAIMS AGAINST VILLAGE OF BARTLETT

379. As used for these claims, “this Defendant” means VILLAGE OF BARTLETT.

380. The Plaintiffs incorporate by reference the preceding paragraphs.

381. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

382. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

383. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

56. CLAIMS AGAINST CITY OF BLUE ISLAND

384. As used for these claims, “this Defendant” means CITY OF BLUE ISLAND.
385. The Plaintiffs incorporate by reference the preceding paragraphs.
386. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
387. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
388. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

57. CLAIMS AGAINST BREMEN TOWNSHIP

389. As used for these claims, “this Defendant” means BREMEN TOWNSHIP.

390. The Plaintiffs incorporate by reference the preceding paragraphs.

391. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

392. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

393. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

58. CLAIMS AGAINST CITY OF BURBANK

394. As used for these claims, “this Defendant” means CITY OF BURBANK.

395. The Plaintiffs incorporate by reference the preceding paragraphs.

396. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

397. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

398. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

59. CLAIMS AGAINST CITY OF CALUMET CITY

399. As used for these claims, “this Defendant” means CITY OF CALUMET CITY.

400. The Plaintiffs incorporate by reference the preceding paragraphs.

401. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

402. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

403. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

60. CLAIMS AGAINST CITY OF CHICAGO HEIGHTS

404. As used for these claims, “this Defendant” means CITY OF CHICAGO HEIGHTS.

405. The Plaintiffs incorporate by reference the preceding paragraphs.

406. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

407. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

408. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

61. CLAIMS AGAINST CITY OF CICERO

409. As used for these claims, “this Defendant” means CITY OF CICERO.

410. The Plaintiffs incorporate by reference the preceding paragraphs.

411. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

412. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

413. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

62. CLAIMS AGAINST CITY OF COUNTRY CLUB HILLS

414. As used for these claims, “this Defendant” means CITY OF COUNTRY CLUB HILLS.
415. The Plaintiffs incorporate by reference the preceding paragraphs.
416. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
417. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
418. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

63. CLAIMS AGAINST VILLAGE OF DIXMOOR

419. As used for these claims, “this Defendant” means VILLAGE OF DIXMOOR.

420. The Plaintiffs incorporate by reference the preceding paragraphs.

421. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

422. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

423. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

64. CLAIMS AGAINST VILLAGE OF DOLTON

424. As used for these claims, “this Defendant” means VILLAGE OF DOLTON.
425. The Plaintiffs incorporate by reference the preceding paragraphs.
426. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
427. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
428. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

65. CLAIMS AGAINST CITY OF ELGIN

429. As used for these claims, “this Defendant” means CITY OF ELGIN.

430. The Plaintiffs incorporate by reference the preceding paragraphs.

431. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

432. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

433. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

66. CLAIMS AGAINST CITY OF EVANSTON

434. As used for these claims, “this Defendant” means CITY OF EVANSTON.

435. The Plaintiffs incorporate by reference the preceding paragraphs.

436. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

437. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

438. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

67. CLAIMS AGAINST VILLAGE OF EVERGREEN PARK

439. As used for these claims, “this Defendant” means VILLAGE OF EVERGREEN PARK.

440. The Plaintiffs incorporate by reference the preceding paragraphs.

441. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

442. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

443. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

68. CLAIMS AGAINST VILLAGE OF FLOSSMOOR

444. As used for these claims, “this Defendant” means VILLAGE OF FLOSSMOOR.

445. The Plaintiffs incorporate by reference the preceding paragraphs.

446. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

447. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

448. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

69. CLAIMS AGAINST VILLAGE OF GLENCOE

449. As used for these claims, “this Defendant” means VILLAGE OF GLENCOE.

450. The Plaintiffs incorporate by reference the preceding paragraphs.

451. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

452. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

453. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

70. CLAIMS AGAINST VILLAGE OF GLENVIEW

454. As used for these claims, “this Defendant” means VILLAGE OF GLENVIEW.

455. The Plaintiffs incorporate by reference the preceding paragraphs.

456. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

457. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

458. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

71. CLAIMS AGAINST CITY OF HARVEY

459. As used for these claims, “this Defendant” means CITY OF HARVEY.

460. The Plaintiffs incorporate by reference the preceding paragraphs.

461. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

462. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

463. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

72. CLAIMS AGAINST VILLAGE OF HAZELCREST

464. As used for these claims, “this Defendant” means VILLAGE OF HAZELCREST.
465. The Plaintiffs incorporate by reference the preceding paragraphs.
466. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
467. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
468. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

73. CLAIMS AGAINST VILLAGE OF HOFFMAN ESTATES

469. As used for these claims, “this Defendant” means VILLAGE OF HOFFMAN ESTATES.

470. The Plaintiffs incorporate by reference the preceding paragraphs.

471. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

472. Incorporating Part **III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

473. Incorporating Part **III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

74. CLAIMS AGAINST VILLAGE OF HOMEWOOD

474. As used for these claims, “this Defendant” means VILLAGE OF HOMEWOOD.

475. The Plaintiffs incorporate by reference the preceding paragraphs.

476. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

477. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

478. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

75. CLAIMS AGAINST VILLAGE OF LANSING

479. As used for these claims, “this Defendant” means VILLAGE OF LANSING.
480. The Plaintiffs incorporate by reference the preceding paragraphs.
481. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
482. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
483. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

76. CLAIMS AGAINST LEYDEN TOWNSHIP

484. As used for these claims, “this Defendant” means LEYDEN TOWNSHIP.

485. The Plaintiffs incorporate by reference the preceding paragraphs.

486. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

487. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

488. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

77. CLAIMS AGAINST VILLAGE OF LINCOLNWOOD

489. As used for these claims, “this Defendant” means VILLAGE OF LINCOLNWOOD.

490. The Plaintiffs incorporate by reference the preceding paragraphs.

491. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

492. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

493. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

78. CLAIMS AGAINST CITY OF MARKHAM

494. As used for these claims, “this Defendant” means CITY OF MARKHAM.

495. The Plaintiffs incorporate by reference the preceding paragraphs.

496. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

497. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

498. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

79. CLAIMS AGAINST VILLAGE OF MIDLOTHIAN

499. As used for these claims, “this Defendant” means VILLAGE OF MIDLOTHIAN.

500. The Plaintiffs incorporate by reference the preceding paragraphs.

501. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

502. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

503. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

80. CLAIMS AGAINST VILLAGE OF MORTON GROVE

504. As used for these claims, “this Defendant” means VILLAGE OF MORTON GROVE.

505. The Plaintiffs incorporate by reference the preceding paragraphs.

506. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

507. Incorporating Part **III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

508. Incorporating Part **III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

81. CLAIMS AGAINST NEW TRIER TOWNSHIP

509. As used for these claims, “this Defendant” means NEW TRIER TOWNSHIP.

510. The Plaintiffs incorporate by reference the preceding paragraphs.

511. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

512. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

513. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

82. CLAIMS AGAINST VILLAGE OF NORRIDGE

514. As used for these claims, “this Defendant” means VILLAGE OF NORRIDGE.

515. The Plaintiffs incorporate by reference the preceding paragraphs.

516. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

517. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

518. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

83. CLAIMS AGAINST VILLAGE OF NORTHFIELD

519. As used for these claims, “this Defendant” means VILLAGE OF NORTHFIELD.

520. The Plaintiffs incorporate by reference the preceding paragraphs.

521. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

522. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

523. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

84. CLAIMS AGAINST NORTHFIELD TOWNSHIP

524. As used for these claims, “this Defendant” means NORTHFIELD TOWNSHIP.

525. The Plaintiffs incorporate by reference the preceding paragraphs.

526. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

527. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

528. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

85. CLAIMS AGAINST NORWOOD PARK TOWNSHIP

529. As used for these claims, “this Defendant” means NORWOOD PARK TOWNSHIP.

530. The Plaintiffs incorporate by reference the preceding paragraphs.

531. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

532. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

533. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

86. CLAIMS AGAINST CITY OF OAK FOREST

534. As used for these claims, “this Defendant” means CITY OF OAK FOREST.
535. The Plaintiffs incorporate by reference the preceding paragraphs.
536. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
537. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
538. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

87. CLAIMS AGAINST VILLAGE OF OAK LAWN

539. As used for these claims, “this Defendant” means VILLAGE OF OAK LAWN.

540. The Plaintiffs incorporate by reference the preceding paragraphs.

541. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

542. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

543. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

88. CLAIMS AGAINST VILLAGE OF ORLAND PARK

544. As used for these claims, “this Defendant” means VILLAGE OF ORLAND PARK.

545. The Plaintiffs incorporate by reference the preceding paragraphs.

546. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

547. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

548. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

89. CLAIMS AGAINST CITY OF PALOS HILLS

549. As used for these claims, “this Defendant” means CITY OF PALOS HILLS.

550. The Plaintiffs incorporate by reference the preceding paragraphs.

551. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

552. Incorporating Part **III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

553. Incorporating Part **III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

90. CLAIMS AGAINST VILLAGE OF POSEN

554. As used for these claims, “this Defendant” means VILLAGE OF POSEN.

555. The Plaintiffs incorporate by reference the preceding paragraphs.

556. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

557. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

558. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

91. CLAIMS AGAINST VILLAGE OF RICHTON PARK

559. As used for these claims, “this Defendant” means VILLAGE OF RICHTON PARK.

560. The Plaintiffs incorporate by reference the preceding paragraphs.

561. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

562. Incorporating Part **III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

563. Incorporating Part **III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

92. CLAIMS AGAINST VILLAGE OF RIVERDALE

564. As used for these claims, “this Defendant” means VILLAGE OF RIVERDALE.

565. The Plaintiffs incorporate by reference the preceding paragraphs.

566. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

567. Incorporating Part **III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

568. Incorporating Part **III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

93. CLAIMS AGAINST VILLAGE OF SCHAUMBURG

569. As used for these claims, “this Defendant” means VILLAGE OF SCHAUMBURG.

570. The Plaintiffs incorporate by reference the preceding paragraphs.

571. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

572. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

573. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

94. CLAIMS AGAINST SCHAUMBURG TOWNSHIP

574. As used for these claims, “this Defendant” means SCHAUMBURG TOWNSHIP.

575. The Plaintiffs incorporate by reference the preceding paragraphs.

576. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

577. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

578. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

95. CLAIMS AGAINST VILLAGE OF SKOKIE

579. As used for these claims, “this Defendant” means VILLAGE OF SKOKIE.

580. The Plaintiffs incorporate by reference the preceding paragraphs.

581. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

582. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

583. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

96. CLAIMS AGAINST VILLAGE OF SOUTH BARRINGTON

584. As used for these claims, “this Defendant” means VILLAGE OF SOUTH BARRINGTON.

585. The Plaintiffs incorporate by reference the preceding paragraphs.

586. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

587. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

588. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

97. CLAIMS AGAINST VILLAGE OF SOUTH HOLLAND

589. As used for these claims, “this Defendant” means VILLAGE OF SOUTH HOLLAND.

590. The Plaintiffs incorporate by reference the preceding paragraphs.

591. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

592. Incorporating Part **III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

593. Incorporating Part **III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

98. CLAIMS AGAINST VILLAGE OF STEGER

594. As used for these claims, “this Defendant” means VILLAGE OF STEGER.

595. The Plaintiffs incorporate by reference the preceding paragraphs.

596. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

597. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

598. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

99. CLAIMS AGAINST VILLAGE OF STREAMWOOD

599. As used for these claims, “this Defendant” means VILLAGE OF STREAMWOOD.

600. The Plaintiffs incorporate by reference the preceding paragraphs.

601. Incorporating **Part III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

602. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

603. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

100. CLAIMS AGAINST VILLAGE OF THORNTON

604. As used for these claims, “this Defendant” means VILLAGE OF THORNTON.
605. The Plaintiffs incorporate by reference the preceding paragraphs.
606. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
607. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
608. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

101. CLAIMS AGAINST VILLAGE OF TINLEY PARK

609. As used for these claims, “this Defendant” means VILLAGE OF TINLEY PARK.

610. The Plaintiffs incorporate by reference the preceding paragraphs.

611. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

612. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

613. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

102. CLAIMS AGAINST VILLAGE OF WILMETTE

614. As used for these claims, “this Defendant” means VILLAGE OF WILMETTE.
615. The Plaintiffs incorporate by reference the preceding paragraphs.
616. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
617. Incorporating **Part III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.
618. Incorporating **Part III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

103. CLAIMS AGAINST VILLAGE OF WINNETKA

619. As used for these claims, “this Defendant” means VILLAGE OF WINNETKA.

620. The Plaintiffs incorporate by reference the preceding paragraphs.

621. Incorporating Part III.A. herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

622. Incorporating Part III.B. herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

623. Incorporating Part III.C., the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

104. CLAIMS AGAINST VILLAGE OF WORTH

624. As used for these claims, “this Defendant” means VILLAGE OF WORTH.

625. The Plaintiffs incorporate by reference the preceding paragraphs.

626. Incorporating Part **III.A.** herein, the **First Count** against this Defendant is for breach of 745 ILSC §3-102(a) because this Defendant breached its duty to its Plaintiffs to safely maintain and operate its stormwater sewer(s) and/or sanitary sewer(s), proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

627. Incorporating Part **III.B.** herein, the **Second Count** against this Defendant is for breach of 745 ILSC §3-103(a) because this Defendant breached its duty to its Plaintiffs to remedy sewer defects which created unreasonable safe conditions hazardous to its Plaintiffs, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiff Subclass on the Occurrence Date.

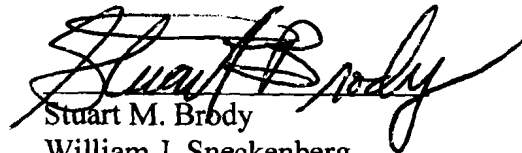
628. Incorporating Part **III.C.**, the **Third Count** against this Defendant is for violations of the Taking Clause of the Illinois Constitution, being Article I, Section 15, and the Taking Clause of the United States Constitution, being the Fifth Amendment, because this Defendant misappropriated its Plaintiffs’ properties for a public use as this Defendant’s sewer water retention and/or detention basins without just compensation, proximately causing sewer water invasions into its Plaintiffs’ properties which directly and immediately resulted in property damage to its Plaintiffs’ Subclass on the Occurrence Date.

Wherefore, the members of this Defendant’s Plaintiff Subclass who own and/or insured property within this Defendant’s jurisdiction requests the Relief set forth herein against this Defendant.

XIV. RELIEF

WHEREFORE, the Plaintiffs request class certification of the classes and subclasses identified in this Complaint, compensatory relief and such other relief as is just and proper against these Defendants.

Date: April 16, 2014

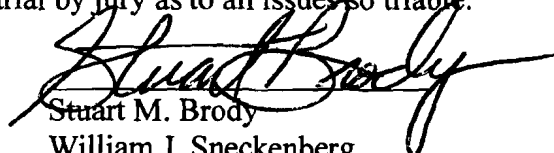


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DEMAND FOR JURY TRIAL

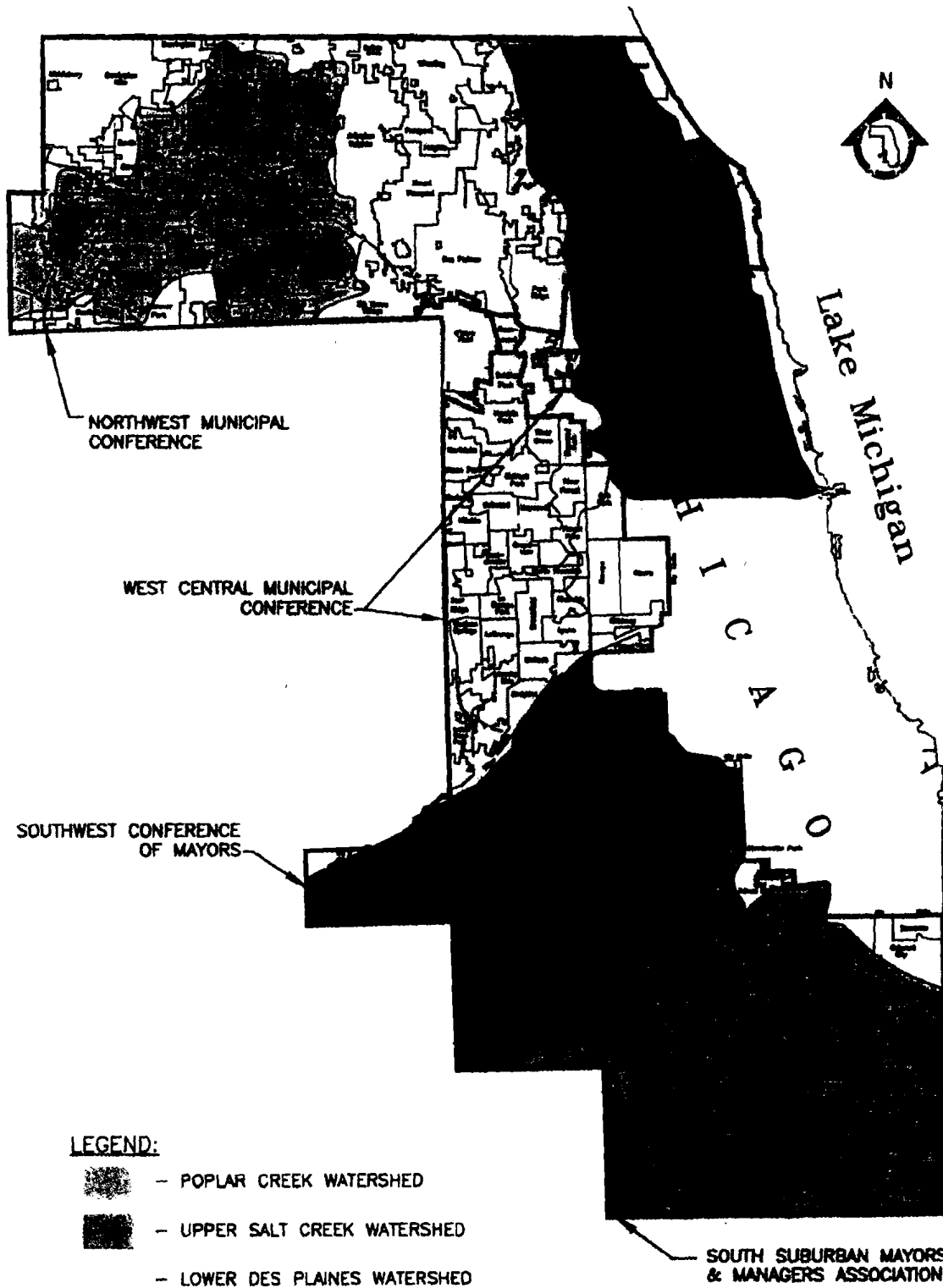
Plaintiffs hereby demand trial by jury as to all issues so triable.

Date: April 16, 2014



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BOUNDARIES OF THE COUNCILS OF GOVERNMENT AND WATERSHEDS



LEGEND:







-  - POPLAR CREEK WATERSHED
-  - UPPER SALT CREEK WATERSHED
-  - LOWER DES PLAINES WATERSHED
-  - NORTH BRANCH WATERSHED
-  - CALUMET SAG CHANNEL WATERSHED
-  - LITTLE CALUMET RIVER WATERSHED

EXHIBIT 1-1

NOTE: COMBINED SEWER AREA NOT SHOWN.