

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

Lennox AES Holdings LLC and Lennox AES Industries LLC v.
Jason Benton

Lennox AES Holdings · No. Civil Action No. 25-755-CFC · Decided April 2, 2026

SUMMARY

In this memorandum, the United States District Court for the District of Delaware explains its dismissal of Jason Benton's second and third counterclaims against Lennox AES Holdings LLC and Lennox AES Industries LLC. The court held that Benton lacked Article III standing because he was neither a party to, nor a third-party beneficiary of, the relevant Transition Services Agreement and alleged injuries suffered by AES Mechanical were not particularized to him. The court also relied on the rule that a corporate shareholder generally lacks standing to sue for injuries to the corporation.

CASE DETAILS

COURT	United States District Court for the District of Delaware
WRITING FOR THE COURT	Colm F. Connolly
JURISDICTION	United States District Court for the District of Delaware
DECIDED	April 2, 2026
DOCKET	Civil Action No. 25-755-CFC
DISPOSITION	other
PROCEDURAL POSTURE	Lennox moved under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6) to dismiss Jason Benton's counterclaims. The court granted the motion in part, dismissing Counterclaims II and III for lack of Article III standing, and deferred resolution of the remaining aspects of the motion.
STANDARD OF REVIEW	For a facial challenge to Article III standing under Rule 12(b)(1), the court considers the allegations in the counterclaims and documents referenced in or attached to them, accepts well-pleaded factual allegations as true, and draws reasonable inferences in favor of the counterclaim plaintiff. The court applies the same standard used for a Rule 12(b)(6) motion and disregards conclusory legal allegations.
PRECEDENTIAL VALUE	unknown

PARTIES

Lennox AES Holdings LLC, Lennox AES Industries LLC v. Jason Benton

TOPICS

standing motions to dismiss breach of contract unjust enrichment civil procedure

PRACTICE AREAS

civil procedure contracts commercial litigation corporate law

QUESTIONS PRESENTED

1. Whether Benton had Article III standing to pursue a breach-of-contract counterclaim based on alleged injuries to AES Mechanical under the Transition Services Agreement and its amendment.
2. Whether Benton had Article III standing to pursue an unjust-enrichment counterclaim based on Lennox's alleged unauthorized use of AES Mechanical's name and licensure.

HOLDINGS

1. Benton lacked Article III standing to pursue the breach-of-contract claim because he was neither a party to the Transition Services Agreement or its amendment nor a third-party beneficiary, and the alleged injury was suffered by AES Mechanical rather than Benton individually.
2. Benton lacked Article III standing to pursue the unjust-enrichment claim because the alleged injury from Lennox's use of AES Mechanical's name and licensure was not particularized to Benton.

KEY QUOTATIONS

"In sum, because Benton is neither a party to the TSA nor a third-party beneficiary of the TSA, Benton does not have standing to bring a breach of contract claim under the TSA or Amendment No. 1 to the TSA." (10-11)

"The alleged injury to AES Mechanical is not particularized to Benton, and Benton does not have Article III standing to bring Counterclaim III on behalf of his company AES Mechanical." (13)

FACTUAL BACKGROUND

Benton alleged that he wholly owned AES Mechanical Services Group, Inc. and was its sole shareholder. AES Mechanical, AES Industries, and Lennox AES Holdings LLC were parties to a Transition Services Agreement connected to an asset purchase transaction, and the agreement required the AES companies to maintain certain permits while Lennox transitioned the permits to itself. Benton alleged that Lennox used AES Mechanical's name and contracting-license credentials beyond the scope or term of the agreement and thereby breached the agreement and was unjustly enriched. Benton himself was not a party to the Transition Services Agreement or its amendment, and he did not allege that he was a third-party beneficiary.

PROCEDURAL HISTORY

Lennox sued Benton for breach of contract, and Benton asserted eight counterclaims. Lennox moved to dismiss, arguing among other things that Benton lacked standing to seek relief for injuries allegedly suffered by AES Mechanical Services Group, Inc. The court granted the motion as to Counterclaims II and III and issued this memorandum explaining that ruling.

DISPOSITION

other

CASES CITED

- In re Horizon Healthcare Services Inc. Data Breach Litigation, 846 F.3d 625, 633 (3d Cir. 2017)
- D’Antonio v. Borough of Allendale, 2022 WL 10965674, at *2 (3d Cir. Oct. 19, 2022)
- Lujan v. Defenders of Wildlife, 504 U.S. 555, 559-61 (1992)
- Constitution Party of Pennsylvania v. Aichele, 757 F.3d 347, 357 (3d Cir. 2014)
- Allen v. Wright, 468 U.S. 737, 751 (1984)
- Spokeo, Inc. v. Robins, 578 U.S. 330, 339 (2016)
- BuzzFeed, Inc. v. Anderson, 2022 WL 15627216, at *10 (Del. Ch. Oct. 28, 2022)
- DuPont De Nemours, Inc. v. Hemlock Semiconductor Operations LLC, 2024 WL 3161799, at *9 (Del. Super. Ct. June 10, 2024)
- Meade v. Kiddie Academy Domestic Franchising, LLC, 501 F. App’x 106, 108 (3d Cir. 2012)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 555 (2007)

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