

EXHIBIT 1

2120 - Served
2220 - Not Served
2320 - Served By Mail
2420 - Served By Publication
SUMMONS

2121 - Served
2221 - Not Served
2321 - Served By Mail
2421 - Served By Publication
ALIAS - SUMMONS

(2/28/11) CCG N001

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

No. 11CH16758

NOISE BARRIERS, LLC, an Illinois limited liability company
(Name all parties)

v.

AIRTEC CORPORATION, a Michigan corporation

*Answer Due:
6/8/11*

SUMMONS ALIAS SUMMONS

ch Defendant: Airtec Corporation c/o James F. Boettcher, Registered Agent, 17575 Walter P. Chrysler Fwy, Detroit, MI 48203

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- Richard J. Daley Center, 50 W. Washington, Room 802, Chicago, Illinois 60602
- District 2 - Skokie
5600 Old Orchard Rd.
Skokie, IL 60077
- District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008
- District 4 - Maywood
1500 Maybrook Ave.
Maywood, IL 60153
- District 5 - Bridgeview
10220 S. 76th Ave.
Bridgeview, IL 60455
- District 6 - Markham
16501 S. Kedzie Pkwy.
Markham, IL 60428
- Child Support
28 North Clark St., Room 200
Chicago, Illinois 60602

You must file within 30 days after service of this Summons, not counting the day of service.
IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 30 days after its date.

Atty. No.: 38016
Name: Shaheen, Novoselsky, Staat & Filipowski, P.C.
Atty. for: Plaintiff
Address: 20 N. Wacker Drive - Suite 2900
City/State/Zip: Chicago, IL 60606
Telephone: (312) 621-4400

WITNESS, _____

Clerk of Court

Date of service: _____
(To be inserted by officer on copy left with defendant or other person)

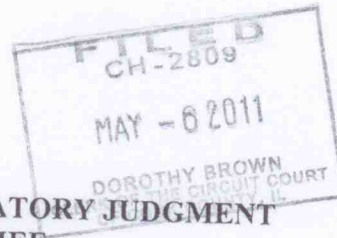
Service by Facsimile Transmission will be accepted at: (312) 621-0268

(Area Code) (Facsimile Telephone Number)

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

NOISE BARRIERS, LLC, an Illinois)
limited liability company,)
)
Plaintiff,)
v.)
)
AIRTEC CORPORATION,)
a Michigan corporation,)
)
Defendant.)

CH16758



**VERIFIED COMPLAINT FOR DECLARATORY JUDGMENT
AND INJUNCTIVE RELIEF**

The Plaintiff, Noise Barriers, LLC, an Illinois limited liability company, by and through its attorneys, Shaheen, Novoselsky, Staat, & Filipowski, P.C., for its Verified Complaint for Injunctive Relief and Declaratory Judgment, states as follows:

Count I – Declaratory Judgment.

Parties, Venue and Jurisdiction.

1. Plaintiff, Noise Barriers, LLC (“Noise Barriers” or “NB”), is an Illinois limited liability company with its principal place of business in Libertyville, Illinois. Noise Barriers is in the business of, among other things, selling finished sound door assemblies.

2. Defendant, Airtec Corporation (“Airtec”), is a Michigan corporation with its principal place of business in Detroit, Michigan. Airtec is in the business of manufacturing, in whole or in part, sound door manufacturing and assemblies.

3. Both venue and jurisdiction are proper in this Court pursuant to the parties’ agreement in the Confidentiality Agreement attached as Exhibit A, which states as follows:

“Venue and Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Agreement shall be brought, tried and litigated in a state or federal court sitting in Cook County, Illinois. The parties hereby submit to

the jurisdiction of any such court.”

General Allegations.

4. On July 21, 2009, Noise Barriers and Airtec entered into a Confidentiality Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A (hereinafter referred to as the “Agreement”).

5. In the Agreement, Airtec acknowledged that it would be undertaking manufacturing services for Noise Barriers, and that Noise Barriers would be providing certain proprietary and confidential information to Airtec related thereto. (Ex. A, p. 1, Recitals)

6. In the Agreement, Airtec acknowledged that Noise Barriers had acquired confidential information at significant expense and had a direct interest in safeguarding Noise Barriers’ confidential information, and that all such confidential information was the sole and exclusive property of Noise Barriers and was a valuable, special and unique information for Noise Barriers’ business and commercial viability. (Ex. A, p. 1, Recitals)

7. The Agreement defines “Confidential Information” to mean all trade secrets, proprietary data, and other information of a confidential nature clearly marked as “Confidential” relating to Noise Barriers’ business, including without limitation financial, tax accounting, and other information regarding business operations or structure, information relating to proprietary systems and processes; relationships with customers, suppliers, employees, independent contractors, and other third parties; business plans, ideas, concepts, policies, and procedures, marketing and advertising methods or practices; client lists and information regarding fees and prices for services and products; designs, plans and any technical specifications; and any material containing the “©” marking over which Noise Barriers holds a copyright, whether or not additionally marked as “Confidential”. (Ex. A, ¶ 1).

8. In paragraph 2 of the Agreement, the parties agreed that Airtec would provide, among other things, certain services to Noise Barriers, including all manufacturing for the complete assembly of sound doors and other specialty assemblies on an order by order basis, and to assist whenever possible by providing field services for correction of any improperly manufactured products to help cover the costs in correcting the flaws. (Ex. A, p. 2, ¶2(d) and (g)).

9. After July 21, 2009, pursuant to and in furtherance of the Agreement, Noise Barriers sent Purchase Orders to Airtec for the manufacture of sound doors by Airtec for customers of Noise Barriers. Attached hereto as Exhibit B are examples of the Purchase Orders sent by Noise Barriers to Airtec.

10. All of the Purchase Orders sent by Noise Barriers to Airtec since July 21, 2009 were sent pursuant to the Agreement and were for the manufacture of sound doors.

11. Since the date that Airtec signed the Agreement on July 21, 2009, Airtec performed sound door manufacturing services for Noise Barriers pursuant to written Purchase Orders sent by Noise Barriers. See Exhibit C. Relatedly, Airtec sent invoices to Noise Barriers for these manufacturing services. Several of these invoices are attached hereto as group Exhibit D.

12. Airtec manufactured the sound doors for Noise Barriers pursuant to the Agreement and the Purchase Orders, and in the course of such business received, utilized, and kept a significant amount of Noise Barriers' proprietary and Confidential Information relating to the manufacture of the sound doors. Specifically, Airtec received and currently has in its possession the following Confidential Information relating to the sound doors manufactured for Noise Barriers:

- Designs, plans, drawings, specifications, and other documents relating to the manufacture of Noise Barriers' sound doors;
- Hand drawn and CAD engineering drawings and cut sheets relating to the sound doors;
- Engineering data for all sound doors manufactured by Airtec since July 21, 2009;
- Cost and pricing information for the sound doors and the materials used to manufacture the sound doors;
- The quality control information relating to the manufacture of all Noise Barriers' sound doors by Airtec since July, 2009, including the cut sheets, parts lists, manufacturing tickets, quality control checklist used by Airtec;
- Any and all e-mails relating to specifications for the manufacture of Noise Barriers' sound doors;
- All documents and information relating to Noise Barriers' clients and customers; and
- All documents and information relating to Noise Barriers' other vendors for the sound doors.

13. Airtec utilized this Confidential Information in providing the sound door manufacturing services ordered by Noise Barriers, and continues to hold and use the information.

14. After Airtec's manufacture of the sound doors, Noise Barriers' customers discovered defects in the sound doors, which led to chargebacks by Noise Barriers' customers and then payment disputes between Noise Barriers and Airtec.

15. After learning of customer complaints of manufacturing defects to sound doors manufactured by Airtec, Airtec, through its President Chris Boettcher, contacted Daniel Williams, the Vice President of Operations of Edgar Enterprises Inc. (a Noise Barriers' customer), without Noise Barriers' consent, in regard to a construction project at Ithaca College in Ithaca, New York, for which Airtec manufactured sound doors for Noise Barriers. During this contact, Chris Boettcher disclosed to Mr. Williams that Airtec made sound doors and door

components for Noise Barriers, and inquired of Mr. Williams whether defects existed in the sound doors manufactured by Airtec for Noise Barriers.

16. Upon information and belief, Airtec also contacted Noise Barriers' customers in regard to defects in sound doors for projects with Pixar Studios and the Ohio National Guard.

17. Pursuant to the Agreement, Airtec may not disclose to the public the business relationship between Noise Barriers and Airtec, as follows:

"7. Public Disclosure of Business Relationship. Airtec shall not make any public announcement or statement or otherwise directly or indirectly disseminate information to the public disclosing the existence of the business relationship between Airtec and NB described herein without the prior written consent of NB. Airtec may make such disclosure only if it has received the written opinion of its outside counsel that such disclosure must be made by it in order that it not commit a violation of the law, and Airtec provides NB with written notice of such intention to disclose at least ninety (90) days prior to making such disclosure."

18. By disclosing the business relationship between Noise Barriers and Airtec to Daniel Williams and, upon information and belief to representatives involved in the Pixar Studios and Ohio National Guard projects, Airtec violated paragraph 7 of the Agreement.

19. After the payment disputes arose, Noise Barriers demanded the surrender by Airtec of all of Noise Barriers' Confidential Information. However, despite repeated demands for the return of all of its Confidential Information, Airtec has intentionally and willfully refused to return Noise Barriers' Confidential Information.

20. Specifically, on March 4, 2011, Noise Barriers demanded in writing through its attorneys the return of all Confidential Information. See Exhibit C attached hereto. In spite of its obligations in the Agreement, Airtec has intentionally and willfully failed and refused to surrender and return the Confidential Information to Noise Barriers.

21. Airtec has caused significant monetary damages to Noise Barriers, not only because of the defects known to exist in the sound doors manufactured by Airtec to date, but also

because similar defect(s) may exist in other sound doors manufactured by Airtec. The extent of the damages could exceed \$500,000. However, Noise Barriers cannot determine the extent of the defects which may exist or the extent of its damages because Airtec has refused to surrender the Confidential Information to Noise Barriers in order for Noise Barriers to assess the scope of the defects and damages.

22. The Agreement requires Airtec to surrender all Confidential Information upon written request by Noise Barriers, as follows:

“6. Surrender of Information. Upon written request, Airtec shall immediately surrender and return to NB all of the Confidential Information, including without limitation all originals and copies of, and notes related to, records, summaries, schedules, contracts, agreements, diaries, calendars, reports, forecasts, appraisals, tapes, transcripts, recordings, photographs, pictures, films, computer programs, data, other graphics, and symbolic, recorded or written materials of any nature, wherever located, together with any analyses, compilations, studies or other documents that may be prepared for internal use by Airtec or the persons to whom such information may be disclosed pursuant to this Agreement”.

23. Airtec has clearly and unambiguously taken the position that its sound door manufacturing services as reflected on its invoices are not “Services” as described by and agreed to in paragraph 2 of the Agreement, and thus, not controlled by the terms of the Agreement. Airtec claims that its sound door manufacturing services rendered to Noise Barriers are not subject to the Agreement and its terms.

24. Airtec has also denied Noise Barriers’ right to withhold payments where there are customer chargebacks or claims of defects, despite Noise Barriers’ contractual right to withhold payment for such defects pursuant to paragraph 2 (i) of the Agreement.

25. Noise Barriers contends that paragraph 2 of the Agreement applies to Airtec’s sound door manufacturing services as reflected on Exhibits C and D, and contends that the terms of the Agreement apply to Airtec’s performance of those manufacturing services pursuant to the

subsequently issued purchase orders.

26. Noise Barriers claims that Airtec, by its repudiation of the Agreement as applied to its services provided pursuant to the purchase orders and invoices, and unambiguous declaration and refusal to perform its obligation to surrender the Confidential Information, has breached the Agreement, and that Noise Barriers presently has enforceable rights and interests thereunder.

27. Noise Barriers has performed all terms and conditions of the Agreement to be performed by it.

28. An actual controversy exists between Noise Barriers and Airtec regarding:

- (a) The applicability of the terms of the Agreement to Airtec's services as reflected on North Shore's Purchase Orders and Airtec's invoices;
- (b) The rights, duties and obligations of the parties under the Agreement;
- (c) Whether Noise Barriers has presently enforceable rights against Airtec under the Agreement in regard to Airtec's sound door manufacturing services.

29. Pursuant to Section 2-701 of the Illinois Civil Practice Law (735 ILCS 5/2-701), this Court is vested with the power to make binding declarations of the parties' rights, duties and obligations under the Agreement and to exercise its equitable powers to grant other relief as may be necessary to dispose of the entire controversy and to effectuate and enforce the respective rights of the parties.

WHEREFORE, Plaintiff, Noise Barriers, LLC requests that the Court enter an order in favor of Plaintiff and against Airtec Corporation granting to Plaintiff the entry of a declaratory judgment pursuant to Section 2-701 of the Illinois Civil Practice Law (735 ILCS 5/2-701),

declaring that:

- (1) the Agreement applies to the sound door manufacturing services performed by Airtec for Noise Barriers as reflected on Exhibits C and D;
- (2) that Noise Barriers has a right to immediate delivery of all Confidential Information from Airtec and Airtec is obligated to surrender and deliver it to Noise Barriers;
- (3) Noise Barriers has presently enforceable rights against Airtec under the Agreement since July 21, 2009 in regard to Airtec's sound door manufacturing services reflected on its services;
- (4) no payment is presently due on any purchase order where, pursuant to the Agreement, there are unresolved and unliquidated customer chargebacks or customer complaints disputes relating to the quality of the manufacturing of the sound doors.

Count II – Injunctive Relief

1 - 29. Plaintiff restates paragraphs 1 - 29 of Count I as and for paragraphs 1 - 29 of Count II as if fully set forth herein.

30. In the Agreement, Airtec agreed that Noise Barriers "shall be entitled to injunctive relief in any court of competent jurisdiction, in equity or otherwise, to enforce the specific performance of Airtec's obligations under this Agreement. Airtec agrees that NB shall be entitled to a temporary, preliminary and/or permanent injunction, without bond, prohibiting Airtec from violating or continuing to violate the terms of the Agreement". (Ex. A, ¶18(a)).

31. Noise Barriers has a likelihood of success on the merits of this claim. The Confidential Information, including the designs, plans and specifications for Noise Barriers'

sound doors and the other information identified in paragraph 12 above, constitute valuable, proprietary, in the sound door industry. Because Noise Barriers' owns and/or has a right to possess all of the Confidential Information at issue, and because of Airtec's contractual obligations in the Agreement require Airtec to surrender all the Confidential Information to Noise Barriers upon written request, Airtec's failure and refusal to surrender the Confidential Information is a breach of the Agreement.

32. Noise Barriers also has a likelihood of success on the merits of this claim because Airtec has contacted Noise Barriers' customers and disclosed its relationship with Noise Barriers to at least one of Noise Barriers' customers, in breach of the Agreement.

33. Noise Barriers has suffered, and will continue to suffer, irreparable harm if Airtec continues to refuse to surrender the Confidential Information to Noise Barriers. Noise Barriers has discovered manufacturing defects in sound doors made by Airtec on several projects. Because Airtec has refused and continues to refuse to surrender the Confidential Information to Noise Barriers, Noise Barriers cannot analyze and investigate whether Airtec followed Noise Barriers' drawings, plans and precise specifications in the manufacture of the sound doors since July, 2009, cannot investigate the nature and character of the manufacturing processes and quality control procedures used by Airtec, and cannot confirm the quantity of steel amounts used by Airtec in the manufacture of the doors. Thus, by refusing to surrender the Confidential Information, Airtec knowingly and intentionally causes further irreparable harm to Noise Barriers and its customer relationships and reputation in the industry.

34. In addition, Airtec's disclosure of its relationship with Noise Barriers' in direct conversations with Noise Barriers' customers in violation of the Agreement has already caused harm to Noise Barriers' relationships with its customers, and further disclosures to Noise

Barriers' customers will cause further harm to Noise Barriers' relationships with its customers.

35. Noise Barriers does not have an adequate legal remedy. Because of defects already discovered in sound doors manufactured by Airtec, Noise Barriers has suffered harm to its relationships with its clients and customers and its reputation in the industry because some important consultants and architects have stated they will not use Noise Barriers on future projects. The extent of the harm to Noise Barriers' reputation in the industry cannot reasonably be monetarily quantified.

36. Moreover, Airtec agreed that Noise Barriers did not have an adequate legal remedy in the event of Airtec's breaches of the Agreement when Airtec acknowledged that "it is impossible to measure monetarily the damages that NB will incur by reason of Airtec's failure to perform its obligations under this Agreement" (Ex. A, ¶8(a)), and that Noise Barriers "shall not be required to prove actual damage or the inadequacy of a legal remedy". (Ex. A, ¶8(a)).

37. In addition to injunctive relief, Noise Barriers is entitled to an award of all costs and expenses incurred, including reasonable attorneys fees, upon prevailing on its claim for injunctive relief.

WHEREFORE, Plaintiff, Noise Barriers, LLC requests that the Court enter an order in favor of Plaintiff and against Airtec Corporation granting to Plaintiff the following relief:

- a) Mandatory preliminary and permanent injunctive relief directing Defendant Airtec Corporation, including its officers, employees and agents, to surrender all of Plaintiff's Confidential Information in compliance with paragraph 6 of the Agreement within 3 days;
- b) A preliminary and permanent injunction restricting and barring Defendant Airtec Corporation, including its officers, employees and agents, from contacting Noise Barriers' customers and clients and disclosing the relationship between the parties, in compliance with paragraph 7 of the Agreement;
- c) Upon receiving injunctive relief in Plaintiff's favor, and pursuant to paragraph 8(c) of the Agreement, an award of all of Plaintiff's costs and expenses, including

reasonable attorney's fees, incurred in connection with this legal proceeding in enforcing the terms of this Agreement;

- d) Any further relief the Court deems equitable and just.

Plaintiff,
Noise Barriers, LLC,

By: Jack L. Haan
One of its attorneys

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