

DIANE E. WINTER

IN THE CIRCUIT COURT OF LAKE COUNTY, ILLINOIS

FILE

Zebra Technologies Corporation, PCTEL, Inc.,
 and Sigmatron International, Inc.
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 Plaintiffs,
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 vs.
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 TechAmerica
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)
 Defendant.

12 07 09
Case No. _____

SEP 18 2012

Suzanne Coffett
CIRCUIT CLERK

~~TRIAL BY JURY DEMANDED~~

COMPLAINT

Zebra Technologies Corporation ("Zebra") and the other Plaintiffs named below (collectively, "Plaintiffs") for their Complaint against TechAmerica (referred to herein as "TechAmerica"), state as follows:

PARTIES

1. Plaintiff Zebra is a Delaware corporation with its principal place of business located at 475 Half Day Road, Suite 500, Lincolnshire, Illinois 60069.
2. Plaintiff PCTEL, Inc. ("PCTEL") is a Delaware corporation with its principal place of business located at 471 Brighton Dr . Bloomingdale, IL 60108.
3. Plaintiff SigmaTron International, Inc. ("SigmaTron") is a Delaware corporation with its principal place of business located at 2201 Landmeier Rd., Elk Grove Village, IL 60007.
4. Defendant TechAmerica is an industry association with its principal place of business at 601 Pennsylvania Avenue, NW North Building, Suite 600, Washington, DC 20004.

NOTICE

BY LOCAL RULE 3.12

THIS CASE IS HEREBY SET FOR A SCHEDULING
CONFERENCE IN COURTROOM C4020N 12-20
20 12, AT 9 AM/PM AT 18 NORTH COUNTY STREET,
WAUKEGAN, ILLINOIS. FAILURE TO APPEAR MAY RESULT
IN THE CASE BEING DISMISSED OR AN ORDER OF DEFAULT
BEING ENTERED.

JURISDICTION AND VENUE

5. This Court has personal jurisdiction over TechAmerica pursuant to 735 ILCS 5/2-209, in that the transactions and occurrences giving rise to this claim occurred in the State of Illinois.

6. Venue is proper in this Court because a substantial portion of the transactions and occurrences giving rise to this claim occurred in Lake County, Illinois, and because that parties are subject to personal jurisdiction in Illinois.

ALLEGATIONS COMMON TO ALL COUNTS

7. Plaintiffs are each leading technology companies with corporate headquarters located in the state of Illinois and significant business operations in the Midwest.

8. TechAmerica holds itself out as the technology “industry's leading trade association” offering the “largest and strongest voice and resource for technology in the United States.”

9. At all relevant times, TechAmerica represented to existing and prospective members that, among other things, it offered a network of regional offices to “promote and protect the industry’s interests through grassroots-to-global policy advocacy, while helping our members grow through providing access across the country — and around the world — to commercial and government executives, peers, financial analysts, and investors.”

10. As part of its “grassroots” approach, TechAmerica operated TechAmerica Midwest, with a regional office located at TechAmerica Midwest, One Lincoln Centre, 18W140 Butterfield Road, 15th Floor, Oakbrook Terrace, IL 60181.

11. TechAmerica held out the TechAmerica Midwest office as serving “the high-tech business interests of companies located in the region by providing access to opportunities for

networking, business development, education, advocacy, and through delivering a portfolio of products and services.”

12. In reliance on the opportunities, products and services TechAmerica offered through the TechAmerica Midwest office, Plaintiffs each joined TechAmerica Midwest and paid fees to TechAmerica in the following amounts for their 2012 membership fees:

Member	Amount
Zebra	\$31,050
PCTEL	\$7,000.00
SigmaTron	\$12,515

13. On or about June 22, 2012, and with no advance warning, TechAmerica announced that it would immediately close the TechAmerica Midwest office and terminate its local support staff.

14. Upon learning that TechAmerica was eliminating the TechAmerica Midwest office and staff, Plaintiffs requested that their membership be cancelled and 2012 membership fees be returned.

15. TechAmerica has refused to return any membership fees to TechAmerica Midwest members, insisting that such fees are non-refundable notwithstanding TechAmerica’s decision to eliminate the TechAmerica Midwest office.

COUNT I

(Breach of Contract)

16. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1-15 as if set forth fully herein.

17. TechAmerica offered membership benefits including access to “grassroots” networking, business development, education and advocacy opportunities and a “portfolio of products and services” through the TechAmerica Midwest office.

18. Plaintiffs accepted TechAmerica’s membership offer by joining TechAmerica Midwest and paying the annual membership fees set forth above, which constitute good and valuable consideration.

19. TechAmerica breached its contractual obligations to Plaintiffs by terminating the TechAmerica Midwest office and denying members access to a local office and the corresponding local benefits, services and opportunities.

20. As a result of TechAmerica’s breach of contract, Plaintiffs have incurred damages including loss of their membership fees, loss of employee time and other resources incurred in supporting TechAmerica Midwest, and consequential and other damages in an amount to be determined at trial.

WHEREFORE, Plaintiffs respectfully requests judgment against TechAmerica for damages in an amount which will be proven at trial or judgment, post-judgment interest and such other relief as the court deems proper.

COUNT II

(Unjust Enrichment)

21. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1-15 as if set forth fully herein and state their claim for unjust enrichment in the alternative to their claim for breach of contract.

22. Plaintiffs paid their membership fees with the justifiable expectation that they would receive the benefits of a local office.

23. TechAmerica has unjustly enriched itself by retaining Plaintiffs' membership fees notwithstanding its decision to terminate the TechAmerica Midwest office.

WHEREFORE, Plaintiffs respectfully requests judgment against TechAmerica for damages in an amount which will be proven at trial or judgment, post-judgment interest and such other relief as the court deems proper.

Count III

(Fraudulent or Negligent Misrepresentation)

22. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1-15 as if set forth fully herein.

23. TechAmerica represented that it would serve TechAmerica Midwest members through the TechAmerica Midwest office as set forth more fully above.

24. TechAmerica knew or reasonably should have known that it would not continue to operate the TechAmerica Midwest office when it represented to potential and existing members the benefits of that office.

25. Plaintiffs, in good faith, relied upon the misrepresentations described above when they paid membership fees to TechAmerica.

26. Had Plaintiffs known that TechAmerica would terminate the TechAmerica Midwest office, they would not have paid membership fees for 2012 or invested their time and other resources in supporting that office.

27. The conduct of TechAmerica was reckless, willful or malicious.

28. The conduct of TechAmerica has caused Plaintiffs to incur significant damages in an amount to be determined at trial.

WHEREFORE, Plaintiffs respectfully requests judgment against TechAmerica for damages in an amount which will be proven at trial or judgment, post-judgment interest and such other relief as the court deems proper.

COUNT IV

(Deceptive Trade Practices Act)

29. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1-15 as if set forth fully herein.

30. TechAmerica advertised that it would serve TechAmerica Midwest members through the TechAmerica Midwest office as set forth more fully above.

31. TechAmerica did not intend to continue operating the TechAmerica Midwest office when it advertised to potential and existing members the benefits of that office.

32. The Illinois Deceptive Trade Practices Act provides that a person or entity engages in a deceptive trade practice when it “advertises goods or services with the intent not to sell them as advertised.” 810 ILCS 510/2(a)(9).

33. The conduct of TechAmerica was willful.

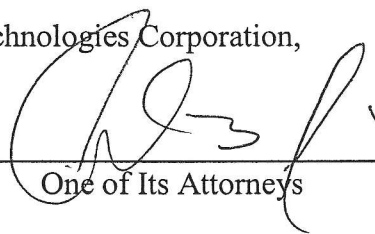
34. The conduct of TechAmerica has caused Plaintiffs to incur significant damages in an amount to be determined at trial.

WHEREFORE, Plaintiffs respectfully requests judgment against TechAmerica for equitable and other relief to address TechAmerica’s Deceptive Trade Practices, including an award of attorneys’ fees as provided under the Deceptive Trade Practices Act and such other relief as the court deems proper.

WHEREFORE, Plaintiffs respectfully requests judgment against TechAmerica for damages in an amount which will be proven at trial or judgment, attorneys' fees, post-judgment interest and such other relief as the court deems proper.

Zebra Technologies Corporation,

By: _____



One of Its Attorneys

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ARDC # 6242727

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

ZEBRA TECHNOLOGIES CORPORATION,
PCTEL, INC., AND SIGMATRON
INTERNATIONAL, INC.

Plaintiffs,

v.

TECHAMERICA

Defendant.

File No.: 12L0709

FILED

NOV 07 2012

Suzanne Coffett
CIRCUIT CLERK

ANSWER TO COMPLAINT AT LAW

NOW COMES the Defendant, TechAmerica (Defendant), by and through its attorneys,
SCHUELER, DALLAVO & CASIERI, and states the following as its Answer to Plaintiff's
Complaint at Law as follows:

PARTIES

1. As the allegations in paragraph 1 are not directed toward this defendant no response is required.
2. As the allegations in paragraph 2 are not directed toward this defendant no response is required.
3. As the allegations in paragraph 3 are not directed toward this defendant no response is required.
4. Defendant admits the allegations in paragraph 4.

JURISDICTION AND VENUE

5. As the allegations in paragraph 5 contain legal conclusions, no response is required.
6. As the allegations in paragraph 6 contain legal conclusions, no response is required.

ALLEGATIONS COMMON TO ALL COUNTS

7. As the allegations in paragraph 7 are not directed toward this defendant no response is required.

8. Defendant admits the allegations in paragraph 8.
9. Defendant admits that its website states: "We promote and protect the industry's interests through grassroots-to-global policy advocacy, while helping our members grow through providing access across the country- and around the world- to commercial and government executives, peers, financial analysts, and investors." Defendant denies the remaining allegations in paragraph 9.
10. Defendant admits it employs one individual in its Midwest office whose responsibilities include grassroots policy initiatives in the Midwest. Defendant denies the location stated in paragraph 10 is the accurate address of its Midwest office. Defendant denies the remaining allegations in paragraph 10.
11. Defendant admits that its website states "TechAmerica Midwest serves the high-tech business interests of companies located in the region by providing access to opportunities for networking, business development, education, advocacy and through delivering a portfolio of products and services." Defendant denies the remaining allegations of paragraph 11.
12. Defendant admits the plaintiffs paid membership dues for one-year memberships in the amounts stated in paragraph 12. Defendant denies the remaining allegations of paragraph 12.
13. Defendant admits that on or about 6/22/12 it announced a personnel change, but denies the remaining allegations in paragraph 13.
14. Defendant admits plaintiffs requested cancellation of their membership in TechAmerica. Defendant denies plaintiffs requested a return of their entire membership dues payment and denies the remaining allegations in paragraph 14.
15. Defendant admits that it refused to reimburse plaintiffs a prorated refund of their dues as non-refundable. Defendant denies the remaining allegations of paragraph 15.

COUNT I- BREACH OF CONTRACT

16. Defendant incorporates its answers to 1-15 previously as its answer to paragraph 16 as though fully set forth herein.
17. Defendant admits it offered membership benefits that included those noted, but denies these benefits were only available through a local representative or office.
18. Defendant admits plaintiffs paid annual dues to continue their membership in TechAmerica for another year, but denies the remaining allegations as legal conclusions.
19. Defendant denies the allegations in paragraph 19.
20. Defendant denies the allegations in paragraph 20.

WHEREFORE, Defendant, TechAmerica, denies that plaintiff, is entitled to a sum in any amount whatsoever.

COUNT II- UNJUST ENRICHMENT

21. Defendant restates and incorporates its answers to paragraphs 1-15 as its answer to paragraph 21 as though fully set forth herein.
22. Defendant admits plaintiffs paid annual membership dues but denies the remaining allegations in paragraph 22.
23. Defendant denies the allegations in paragraph 23.

COUNT III- FRAUDULENT/ NEGLIGENT MISREPRESENTATION

24. (Incorrectly numbered as 22) Defendant restates and incorporates its answers to paragraphs 1-15 as its answer to paragraph 24 (incorrectly labeled 22) as though fully set forth herein.
25. (Incorrectly numbered as 23) Defendant denies the allegations in paragraph 25.
26. (Incorrectly numbered as 24) Defendant denies the allegations in paragraph 26.
27. (Incorrectly numbered as 25) Defendant denies the allegations in paragraph 27.
28. (Incorrectly numbered as 26) As the allegations in this paragraph are not directed toward this defendant, no response is required.
29. (Incorrectly numbered as 27) Defendant denies the allegations in paragraph 29.
30. (Incorrectly numbered as 28) Defendant denies the allegations in paragraph 30.

WHEREFORE, Defendant, TechAmerica, denies that plaintiff, is entitled to a sum in any amount whatsoever.

COUNT IV-DECEPTIVE TRADE PRACTICES ACT

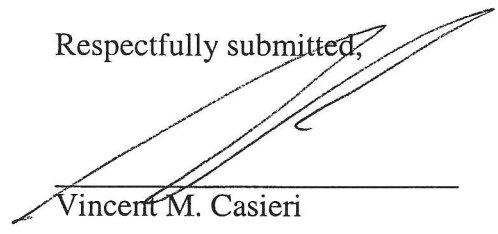
31. (Incorrectly numbered as 29). Defendant incorporates its answers to paragraphs 1-15 as its answer to paragraph 31 (incorrectly numbered as 29) as though fully set forth herein.
32. (Incorrectly numbered as 30). Defendant denies the allegations in paragraph 32.
33. (Incorrectly numbered as 31) Defendant denies the allegations in paragraph 33.
34. (Incorrectly numbered as 32) As the allegations in paragraph 34 are not directed toward this defendant no response is required.

35. (Incorrectly numbered as 33) Defendant denies the allegations in paragraph 35.

36. (Incorrectly numbered as 34) Defendant denies the allegations in paragraph 36.

WHEREFORE, Defendant, TechAmerica, denies that plaintiff, is entitled to a sum in any amount whatsoever.

Respectfully submitted,



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