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Pro hac vice applications forthcoming

Attorneys for Plaintiff Honeywell International Inc.

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Honeywell International Inc.,

Plaintiff,

v.

Robert Jeremy Miller,

Defendant.

COMPLAINT

Jury Trial Demanded

Plaintiff Honeywell International Inc. (“Honeywell”) for its Complaint against Robert Jeremy Miller (“Miller”) alleges as follows:

INTRODUCTION

1. Honeywell brings this case to stop the theft of its trade secrets, proprietary and confidential information (the “Trade Secrets”), and to protect the relationships that it has spent years and substantial resources developing.

2. Defendant Robert Jeremy Miller is a former Honeywell employee. While employed at Honeywell, Miller had access to the Trade Secrets, including but not limited to highly confidential Honeywell customer, pricing, and strategy information for the business line in which he worked. On information and belief, Miller accepted an offer of employment with Blue Sky Network, a competitor of Honeywell.

3. Miller has stolen Honeywell’s valuable Trade Secrets. Specifically, Miller copied and kept an entire database containing information regarding approximately 3,000 Honeywell customers. After copying and keeping this data, Miller erased the database and took steps to prevent Honeywell from restoring the information. Miller also copied significant amounts of Honeywell’s pricing and other valuable information from his Honeywell-provided laptop, and then erased the data and took steps to impair Honeywell’s ability to forensically analyze what Miller did with the computer and the information.

4. On information and belief, Miller told Blue Sky Network that he will use contacts (which he had, in fact, stolen from Honeywell) to build business for Blue Sky Network.

5. Honeywell will suffer irreparable harm if Miller is not promptly enjoined from using or disclosing Honeywell’s Trade Secrets and from soliciting Honeywell customers in violation of his contractual duties to Honeywell. Miller must also be ordered to return all of the Trade Secrets and any other Honeywell property that he has stolen.

PARTIES

6. Honeywell is a Delaware corporation with its principal place of business in Morris Plains, New Jersey. Honeywell is well-known for its long history of contributions to the aviation industry. The division of Honeywell that oversees the development, implementation, and sales of aviation technology in the United States is headquartered in Phoenix, Arizona.

7. On information and belief, Miller is a resident of Phoenix, Arizona. Until February 21, 2017, Miller was an employee of Honeywell. At the time of his termination, Miller was a Specialist in Senior Project Management for Customer and Product Services.

JURISDICTION AND VENUE

8. This Court has jurisdiction over the subject matter of this Complaint pursuant to 28 U.S.C. § 1332, because the action is between citizens of different states and the amount in controversy exceeds \$75,000. The Court also has jurisdiction over the subject matter of this action because Honeywell's allegations arise under 18 U.S.C. § 1836(b), which provides for a right of civil action for theft of trade secrets.

9. This Court has personal jurisdiction over Miller because Miller is a resident of Phoenix, Arizona and because Miller regularly transacted business in Arizona and was employed in Arizona during the relevant time.

10. Venue is proper in the District of Arizona, pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events or omissions giving rise to the claims occurred in Phoenix, Arizona, and the property that is the subject of the action is situated in Phoenix.

BACKGROUND

Honeywell's Flight Support Services Business

11. Honeywell is a global leader in aviation technology and sales. Miller worked for Honeywell in the area of flight support services on Honeywell's Sky Connect business, which includes satellite communications that provide services to aircraft, such as text and voice communication, global positioning system tracking, and other report data.

12. The field of flight support services is competitive and growing. Because of the importance of safety and reliability in the aviation industry, customers expect constant, clear, and accurate communication among their aircraft. Customers also demand that their products are reliable and that they integrate smoothly with their control centers and data management. When updates or other outages are planned, customers need to have their data managed so that their records, fleet controls, and safety standards are not compromised. When customers have questions or issues, they must be resolved immediately.

13. Honeywell's technology support has been critical to its success and has provided a competitive advantage in this field.

Miller's Employment with Honeywell

14. Miller became a Honeywell employee in August 2013 when his former employer, EMS Technologies, was acquired by Honeywell. Miller worked as a Specialist in Senior Project Management for Customer and Product Services. In this position, Miller was the direct support contact for Sky Connect customers. Miller frequently worked with customers to answer questions and troubleshoot problems.

15. In his role, Miller was provided with Honeywell Trade Secrets, including information regarding Honeywell's products, customers, pricing strategies, business tactics, and

strategy. As part of his role, Miller also managed a 3,000-customer database that was a compilation of contact information for Honeywell's Sky Connect customers, and which Honeywell uses to communicate important information to its customers.

16. The Honeywell Trade Secrets to which Miller had access are very valuable to Honeywell, and would provide an unfair competitive advantage to any Honeywell competitor that obtained access to the Trade Secrets.

Miller's Contractual Obligations to Honeywell

17. In 2013, Miller signed an Employee Agreement Relating to Trade Secrets, Proprietary and Confidential Information (the "IP Agreement"). In the IP Agreement, Miller agreed to protect the confidentiality of Honeywell's Trade Secrets, and he agreed not to solicit or attempt to solicit Honeywell customers, employees, and other specified parties for a period of two years following his resignation. A true and correct copy of the IP Agreement is Exhibit A to this Complaint.

18. The IP Agreement provides that Miller was signing the agreement in "consideration of my employment, continued employment, compensation, and the equipment, materials, facilities and Honeywell's 'Trade Secrets, Proprietary and Confidential Information' . . . supplied to me." Section 20(b) of the IP Agreement defines "'Trade Secrets, Proprietary and Confidential Information" as:

[I]nformation which is not generally known in the industry in which Honeywell is engaged, which may be disclosed to [Miller] or which [Miller] may learn, observe, discovery or otherwise acquire during, or as a result of [his] employment by Honeywell and which includes, without limitation, any information . . . relating to existing or contemplated products . . . , services, technology . . . , compilations of information . . . , methods, techniques . . . , business plans, sales or market methods, methods of doing business, customer lists, customer usages or requirements, or supplier information, which is owned or licensed by Honeywell or held by Honeywell in confidence.

19. Under the IP Agreement, Miller made a number of promises regarding Honeywell's Trade Secrets. Among other things, he promised that:

I will never, directly or indirectly, use Honeywell's Trade Secrets, Proprietary and Confidential Information except in furthering Honeywell's business nor will I disclose or disseminate Honeywell's Trade Secrets, Proprietary and Confidential Information to anyone who is not an officer, director, employee, attorney or authorized agent of Honeywell without prior written consent

...

I understand that I have the right to use or practice any skill or expertise generally associated with my employment but not special or unique to Honeywell, but that I do not have the right to use, practice or disclose Honeywell's Trade Secrets, Proprietary and Confidential Information for my own benefit or for the benefit of any third party.

...

All documents and tangible things embodying or containing Honeywell's Trade Secrets, Proprietary and Confidential Information are Honeywell's exclusive property. I have access to them solely for performing the duties of my employment by Honeywell. I will protect the confidentiality of their content and comply with all security policies and procedures, which may, from time to time, be established by Honeywell. I will return all of them and all copies, facsimiles and specimens of them and any other tangible forms of Honeywell's Trade Secrets, Proprietary and Confidential Information in my possession, custody or control to Honeywell before leaving the employment of Honeywell.

(Exhibit A § 6.)

20. In Section 10 of the IP Agreement, Miller promised not to solicit Honeywell customers for a two-year period following his resignation, agreeing that for two years after his termination of employment from Honeywell for any reason:

I will not directly or indirectly, for my own account or for others, solicit or assist others in soliciting or attempt to solicit (or assist others in attempting to solicit), (i) any existing clients, customers, suppliers, business partners, and/or vendors of Honeywell with whom I had contact, or of whom I became aware while employed by Honeywell during the two-year period prior to my Termination of Employment, or (ii) any prospective clients, customers suppliers, business partners, and/or vendors of Honeywell with whom I had contact and with whom Honeywell took significant steps to do business during the two-year period prior to my termination, for the purpose of inducing such existing or prospective clients, customers, suppliers, business

partners, and/or vendors to cease doing business or to reduce their business with Honeywell or to purchase, lease or utilize products or services which are competitive with, similar to, or that may be used as substitutes for any products or services offered by Honeywell.

21. Miller also agreed, in Section 6 of the IP Agreement, that for two years after leaving Honeywell, he would not engage “in any activity or employment in the faithful performance of which it could be reasonably anticipated that [he] would use or disclose Honeywell’s Trade Secrets, Proprietary and Confidential Information,” unless he first received written consent from Honeywell.

Honeywell Protects its Trade Secrets

22. In addition to requiring its employees to sign confidentiality agreements like Miller’s IP Agreement, Honeywell takes several additional measures to protect the confidentiality of its Trade Secrets. For example, Honeywell maintains tight security of its headquarters and offices. Honeywell also maintains security around its electronic data and computer network. Employees are granted access to Trade Secrets on a need-to-know basis.

23. As it did with Miller, Honeywell reminds all departing employees of their obligations to maintain the confidentiality of Honeywell’s Trade Secrets.

Miller Breached His Contractual Duties to Honeywell and Stole Honeywell’s Trade Secrets

24. On or about February 21, 2017, Miller’s employment with Honeywell terminated. At or around this time, Miller stole Honeywell’s Trade Secrets in multiple ways.

25. First, on or about February 21, 2017, Miller stole the Honeywell customer contact database, which he was responsible for managing and which was housed with a third-party vendor. Miller accessed this account and copied all of the contents—containing approximately 3,000 customer contacts—onto a personal device. Miller then erased all of the data, and changed the access information so that Honeywell could not obtain access to or restore

the data. As of the date of this Complaint, Honeywell cannot access this database, and the third-party vendor will not restore Honeywell's access to its database and restore the data without a Court order or without agreement by the parties.

26. On information and belief, Miller possesses these 3,000 Honeywell contacts.

27. Second, Miller has retained records containing information about Honeywell customer preferences, needs, and service inquiries. These records are kept on a set of index cards that Miller maintained in the course of his duties as a Honeywell employee. Miller did not return this information to Honeywell upon termination of his employment even though the IP Agreement requires him to do so.

28. Third, Miller stole data directly from his Honeywell laptop. On or about February 21, 2017, Miller—rather than immediately return his Honeywell-provided laptop to Honeywell after his employment ended—copied information related to Sky Connect and put it on at least two external hard drives. Miller then deleted all of the user data from his Honeywell laptop—including data that was Honeywell property—and he ran the “defragment” utility on the laptop. Running this utility makes it more difficult to recover forensic data about activity on the computer. In other words, Miller attempted to delete, and did delete, Honeywell information stored on his Honeywell computer.

29. On information and belief, Miller still possesses Honeywell's Trade Secrets, including but not limited to the 3000-name customer database, the electronic data taken from his Honeywell laptop, and the index cards containing customer preference and interaction records.

30. On March 4, 2017, Honeywell's counsel sent a letter to Miller demanding that Miller confirm in writing that he has ceased any violations of his obligations to Honeywell, and that he has preserved for return to Honeywell any Honeywell property. Honeywell's counsel

stated that if counsel did not receive such certification from Miller by the close of business on Tuesday, March 07, 2017, Honeywell would presume that Miller refuses to assure Honeywell that its Trade Secrets are being protected. Miller did not respond or provide any such certification.

31. Honeywell will suffer irreparable harm if Miller is not enjoined from using or disclosing the Trade Secrets, and if he is not forced to return the Trade Secrets to Honeywell, and if Honeywell does not obtain restored access to its customer database.

Count One
(Breach of Contract)

32. Honeywell incorporates the foregoing paragraphs as if fully stated herein.

33. The IP Agreement prohibits Miller, for two years after leaving Honeywell, from soliciting Honeywell customers with whom Miller had contact or of whom he became aware during his time at Honeywell.

34. In addition, the IP Agreement requires Miller to return all of Honeywell's Trade Secrets—including customer contact information—to Honeywell upon termination of his employment. The IP Agreement also prohibits Miller from disclosing or using Honeywell's Trade Secrets for his benefit or the benefit of anyone other than Honeywell.

35. Furthermore, the IP Agreement prohibits Miller from engaging in any activity or employment in which it could be reasonably anticipated that Miller would use or disclose Honeywell's Trade Secrets, without first receiving permission from Honeywell.

36. Miller has breached the IP Agreement by taking Honeywell's Trade Secrets and by retaining that information after termination of his employment with Honeywell.

37. Honeywell will suffer damages as a result of Miller's breach in an amount to be determined at trial, and Honeywell will also suffer irreparable harm absent injunctive relief.

Count Two
**(Misappropriation of Trade Secrets in Violation of
Arizona Uniform Trade Secrets Act, A.R.S. § 44-401 *et seq.*)**

38. Honeywell incorporates the foregoing paragraphs as if fully stated herein.

39. Through his employment by Honeywell, Miller had access to and acquired Trade Secrets belonging to Honeywell under circumstances including, but not limited to, those described above, giving rise to a duty to Honeywell to maintain the secrecy of this information and limit its use for the benefit of only Honeywell.

40. Miller was subject to a duty of confidentiality.

41. The Trade Secrets have independent economic value because they are not generally known to or readily ascertainable by proper means by persons outside of Honeywell.

42. Honeywell intended to keep its Trade Secrets confidential and has made reasonable efforts under the circumstances to maintain the secrecy of the information.

43. As discussed above, Miller has misappropriated Honeywell's Trade Secrets.

44. Miller's misappropriation of Honeywell's Trade Secrets was willful and malicious.

45. Honeywell will suffer irreparable harm as a result of Miller's wrongful conduct.

46. Honeywell will suffer damages as a result of Miller's breach in an amount to be determined at trial, and Honeywell will also suffer irreparable harm absent injunctive relief.

Count Three

(Violation of the Defend Trade Secrets Act, 18 U.S.C. 1836(b))

47. Honeywell incorporates the foregoing paragraphs as if fully stated herein.

48. Miller misappropriated Honeywell's Trade Secrets in that he knowingly acquired the Trade Secrets by improper means.

49. Miller also misappropriated Honeywell's Trade Secrets in that he acquired the Trade Secrets under circumstances giving rise to Miller's duty to maintain the secrecy of such information or limit the use of such information. Miller has used and/or disclosed Honeywell's Trade Secrets without Honeywell's express or implied consent.

50. Honeywell's Trade Secrets are related to a product or service used in, or intended for use in, interstate or foreign commerce.

51. Honeywell has taken reasonable steps to maintain the confidential nature of its Trade Secrets, including but not limited to the information that Miller stole.

52. Miller possesses Honeywell's Trade Secrets without any color of right.

53. Miller's actions in misappropriating Honeywell's Trade Secrets were done willfully and maliciously.

54. As a direct result of Miller's actions, he has violated the Defend Trade Secrets Act of 2016, 18 U.S.C. 1832, *et. seq.*

55. Honeywell will suffer damages as a result of Miller's breach in an amount to be determined at trial, and Honeywell will also suffer irreparable harm absent injunctive relief, and Honeywell is entitled to an injunction to prevent Miller's misappropriation and threatened further misappropriation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the following relief:

1. Issue temporary and permanent injunctions enjoining Miller from taking any actions that would violate his obligations to Honeywell under the IP Agreement;
2. Enjoin Miller from using or disclosing any of Honeywell's Trade Secrets;
3. Order Miller to take the following affirmative actions to protect Honeywell's

Trade Secrets:

- a. Return to Honeywell all Honeywell property, documents, and other materials belonging to Honeywell or any of its subsidiaries, including but not limited to Honeywell's Trade Secrets;
 - b. Notify Constant Contact, the third-party vendor that housed Honeywell's customer database, that control of the database should be returned to Honeywell;
4. Enter judgment against Defendant Miller and in favor of Plaintiff Honeywell for:
 - a. All damages proximately caused by Miller's wrongful actions;
 - b. Damages for any unjust enrichment caused by the misappropriation of the Trade Secrets that is not addressed in computing damages for actual losses by Honeywell;
 - c. Exemplary damages in an amount two (2) times the amount of the combined actual and unjust enrichment damages; and
 - d. All interest, reasonable attorneys' fees, and costs available under the law.
 5. Order such other relief and damages as the Court may deem just and proper.

Dated: March 8, 2017

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART & P.C.

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EXHIBIT A

HONEYWELL INTERNATIONAL INC.
Employee Agreement Relating to Trade Secrets,
Proprietary and Confidential Information

In consideration of my employment, continued employment, compensation, and the equipment, materials, facilities and Honeywell "Trade Secrets, Proprietary and Confidential Information" (as hereinafter defined) supplied to me, I understand and agree that:

1. **Records of Inventions.** I will keep complete and current written records of all Inventions I Make during the period of time I am employed by Honeywell and promptly disclose all such Inventions in writing to Honeywell for the purpose of adequately determining Honeywell's rights in each such Invention. I will supplement any such disclosures to the extent Honeywell may request that I do so. If I have any doubt as to whether or not to disclose an Invention to Honeywell, I will disclose it.
2. **Disclosure of Inventions after Termination.** I will promptly and completely disclose in writing to Honeywell's Law Department all Inventions which I Make during the one year immediately following the end of my employment by Honeywell which relate either to my work assignment at Honeywell or to Honeywell's Trade Secrets, Proprietary and Confidential Information for the purpose of determining Honeywell's rights in each such Invention before filing any application for patents on such Inventions. I will not file any patent application relating to any such Invention without the prior written consent of Honeywell's Law Department. If I do not prove that I Made the Invention entirely after leaving Honeywell's employment, the Invention is presumed to have been Made during the period of time I was employed by Honeywell. I acknowledge that the conditions of this paragraph are no greater than is necessary for protecting Honeywell's interests in Honeywell's Trade Secrets, Proprietary and Confidential Information and in Inventions to which it is rightfully entitled.
3. **Ownership of Inventions.** Each and every Invention I Make during the period of time I am employed by Honeywell (a) which relates directly to the business of Honeywell or to Honeywell's actual or demonstrably anticipated research or development, or (b) which results from any work I perform for Honeywell is the sole and exclusive property of Honeywell, and I agree to assign and hereby assign my entire right, title and interest in each such Invention to Honeywell. Each Invention I Make during the period of time I am employed by Honeywell for which no equipment, supplies, facilities or Honeywell Trade Secrets, Proprietary or Confidential Information was used and which was developed entirely on my own time is my property, unless (a) the Invention relates directly to the business of Honeywell or to Honeywell's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by me for Honeywell. If I assert any property right in an Invention I Make during the period of time I am employed by Honeywell, I will promptly notify Honeywell's Law Department in writing.
4. **Cooperation with Honeywell.** I will assist and fully cooperate with Honeywell in obtaining, maintaining, and asserting the fullest measure of legal protection, which Honeywell elects to obtain, maintain or assert for Inventions in which it has a property right. I will also assist and fully cooperate with Honeywell in defending Honeywell against claims of violation of the intellectual property rights of others. I will be paid my reasonable expenses in assisting, and cooperating with, Honeywell. I will execute any lawful document Honeywell requests me to execute relating to obtaining, maintaining, or asserting legal protection for any said Invention or in defending against claims of the violation of the intellectual property rights of others (including, but not limited to, executing applications, assignments, oaths, declarations, and affidavits) and I will make myself available for interviews, depositions and testimony. In the event that Honeywell is unable, after reasonable effort, to secure my signature on any document or documents needed to apply for or prosecute any patent, copyright, or other right or protection relating to an Invention, for any other reason whatsoever, I hereby irrevocably designate and appoint Honeywell and its duly authorized officers and agents

as my agent and attorney-in-fact, to act for and on my behalf to execute and file any such application or applications, and to do all other lawfully-permitted acts to further the prosecution and issuance of patents, copyrights, or similar protections thereon with the same legal force and effect as if executed by me.

5. **Pre-employment Inventions.** On Schedule A, which is an integral part of this agreement, I have completely identified (without disclosing any trade secret, proprietary or other confidential information) every Invention I Made before my employment by Honeywell in which I have an ownership interest and which is not the subject matter of an issued patent or a printed publication at the time I sign this agreement. If I become aware of any projected or actual use of any such Invention by Honeywell, I will promptly notify Honeywell in writing of said use. Except as to the Inventions listed on Schedule A or those which are the subject matter of an issued patent or a printed publication at the time I sign this agreement, I will not assert any rights against Honeywell with respect to any Invention Made before my employment by Honeywell.

6. **Honeywell's Trade Secrets, Proprietary and Confidential Information.** I will never, directly or indirectly, during or after my employment with Honeywell misappropriate, use or disclose Honeywell's Trade Secrets, Proprietary and Confidential Information except in furthering Honeywell's business nor will I disclose or disseminate at any time Honeywell's Trade Secrets, Proprietary and Confidential Information to anyone who is not an officer, director, employee, attorney or authorized agent of Honeywell without the prior written consent of Honeywell's Law Department unless the specific item of Honeywell's Trade Secrets, Proprietary and Confidential Information: (a) is now in, or hereafter, (through no breach of this agreement) becomes general public knowledge, or (b) prior to my disclosure, dissemination or use, was lawfully acquired by me without any obligation to retain the information in confidence. In this connection, I will not publish any of Honeywell's Trade Secrets, Proprietary and Confidential Information for dissemination outside Honeywell or file any patent application relating to any Invention I Make during the period of time I am employed by Honeywell without the prior written approval of Honeywell's Law Department. I will execute any agreement relating to the protection of Honeywell's Trade Secrets, Proprietary and Confidential Information or such information of any third party whose intellectual property Honeywell is under a legal obligation to protect if Honeywell requests that I do so. I will not engage without the prior written consent of Honeywell's Law Department, either during the period of time I am employed by Honeywell or for a period of two years following my Termination of Employment for any reason, in any activity or employment in the faithful performance of which it could be reasonably anticipated that I would use or disclose Honeywell's Trade Secrets, Proprietary and Confidential Information. All documents and tangible things embodying or containing Honeywell's Trade Secrets, Proprietary and Confidential Information are Honeywell's exclusive property. I have access to them solely for performing the duties of my employment by Honeywell. I will protect the confidentiality of their content and comply with all security policies and procedures, which may, from time to time, be established by Honeywell. I will return all of them and all copies, facsimiles and specimens of them and any other tangible forms of Honeywell's Trade Secrets, Proprietary and Confidential Information in my possession, custody or control to Honeywell before leaving the employment of Honeywell.

I understand that I have the right to use or practice any skill or expertise generally associated with my employment but not special or unique to Honeywell, but that I do not have the right to use, practice or disclose Honeywell's Trade Secrets, Proprietary and Confidential Information for my own benefit or for the benefit of any third party.

7. **Trade Secrets, Proprietary or Confidential Information from Previous Employment.** I certify that I have not, and will not, disclose or use during my employment by Honeywell, any trade secrets, proprietary or confidential information which I acquired as a result of any previous employment or under a contractual obligation of confidentiality before my employment by Honeywell. I understand that Honeywell has no interest in and will not accept disclosure by me of any trade secrets, proprietary or confidential information, which belongs to a third party. If I am ever placed in a position where I will be required or am given an assignment that will require me to use, directly or indirectly, any trade secrets, proprietary or confidential

information of any person, previous employer or any third party, I will promptly inform Honeywell's Law Department and my supervisor before I undertake any activity that would involve the use or disclosure of such information or present the appearance to any such third party that I have used or disclosed such information. If I fail to do so, Honeywell may elect not to indemnify me in the event of litigation and may take such other actions, as it deems appropriate, up to and including termination of my employment.

8. **Prior Restrictive Obligation.** On Schedule B, which is an integral part of this agreement, I have completely identified all prior obligations (written and oral), which restrict my ability to perform the duties of my employment by Honeywell, including all confidentiality agreements and covenants restricting future employment.
9. **Nonsolicitation of Honeywell Employees.** I acknowledge that Honeywell has invested, and will continue to invest, significant time and money to recruit and retain its employees. Therefore, recognizing that in the course of my employment I have obtained valuable information about Honeywell employees, their respective talents and areas of expertise, I agree that, during my employment and for a period of two years following my Termination of Employment from Honeywell for any reason, I will not directly or indirectly, for my own account or for others, (i) solicit (or assist another in soliciting) for employment or for the performance of services, (ii) offer or cause to be offered employment or other service engagement, or (iii) participate in any manner in the employment or hiring for services of any current or former Honeywell employee with whom I had contact or of whom I became aware in my last two years of Honeywell employment, unless it has been more than 12 months since that individual left Honeywell. Nor will I, for my own account or for others, in any way induce or attempt to induce such individual to leave the employment of Honeywell.
10. **Nonsolicitation of Honeywell Customers, Suppliers, Business Partners and Vendors.** I acknowledge that Honeywell has invested and will continue to invest significant time and money to develop valuable, continuing relationships with existing and prospective clients and customers of Honeywell. Therefore, recognizing that in the course of my employment I have obtained valuable information about Honeywell customers, suppliers, business partners, and/or vendors, and their requirements, I agree that during my employment and for a period of two years following my Termination of Employment from Honeywell for any reason, I will not directly or indirectly, for my own account or for others, solicit or assist others in soliciting or attempt to solicit (or assist others in attempting to solicit), (i) any existing clients, customers, suppliers, business partners, and/or vendors of Honeywell with whom I had contact, or of whom I became aware while employed by Honeywell during the two-year period prior to my Termination of Employment, or (ii) any prospective clients, customers, suppliers, business partners, and/or vendors of Honeywell with whom I had contact and with whom Honeywell took significant steps to do business during the two-year period prior to my Termination of Employment, for the purpose of inducing such existing or prospective clients, customers, suppliers, business partners, and/or vendors to cease doing business or reduce their business with Honeywell or to purchase, lease or utilize products or services that are competitive with, similar to, or that may be used as substitutes for any products or services offered by Honeywell.
11. **Notice to Future Employers.** For the period of two years immediately following the end of my employment by Honeywell, I will inform each new employer, prior to accepting employment, of the existence of this agreement and provide that employer with a copy of it. Honeywell has the right to inform any future employer of the existence of this agreement and to provide any future employers with a copy of it.
12. **Copyright.** As to all works prepared by me which are: (i) within the scope of my employment, or (ii) based upon information I acquired from Honeywell which is not normally made available to the public, or (iii) commissioned by Honeywell, but not within my scope of employment, I hereby agree to:
 - (a) Submit to Honeywell's Law Department and to my supervisor for approval for publication or oral dissemination;

- (b) Assign all right, title and interest in and to the copyright in all such works to Honeywell; and
- (c) Waive any claim of moral rights, author's rights, droit moral, or any equivalent rights to the extent necessary or permitted by law.

I hereby release and allow Honeywell to use, for any lawful purpose, any voice reproduction, photograph, or other video likeness of me made in the course of my employment.

13. **Acknowledgement of Receipt.** I acknowledge that I have received a copy of this agreement prior to accepting employment, continued employment or other consideration as recited herein and that execution of this agreement was an express condition of my employment, continued employment or receipt of other consideration recited herein.
14. **Effectiveness of Agreement.** I acknowledge that the provisions of this agreement are in addition to, and in no way intended to limit, restrict or narrow any prior or existing agreement with Honeywell. This agreement does not replace or supersede any prior or existing employment or other agreement with Honeywell, but rather, shall be read in conjunction with such prior or existing agreements and shall be interpreted in a manner to provide Honeywell the maximum protection and the most effective and complete assignment of inventions provided by all agreements I have with Honeywell. The terms of this agreement are to be read consistent with the terms of any other intellectual property, trade secret or confidentiality agreements that I have executed with Honeywell; provided, however, to the extent there is a conflict between/among such agreements, such agreements shall be read in concert and construed as providing the broadest possible protections to Honeywell, even if such construction would require provisions of more than one such agreement to be given effect. This agreement shall be deemed effective as of the first day of my employment by Honeywell and shall continue throughout the entire period of time I am employed by Honeywell and my obligations will continue after, and survive, the end of my employment by Honeywell.
15. **Identity of Future Employer.** Upon termination of my employment for any reason, if reasonably requested by Honeywell, I shall advise Honeywell of the name and address of my intended future employer.
16. **Remedies.** I acknowledge that a remedy at law for any breach or threatened breach of the provisions of this Agreement would be inadequate and therefore agree that Honeywell shall be entitled to injunctive relief in case of any such breach or threatened breach. In the event that a court determines that I have breached or threatened to breach this agreement, I agree to reimburse Honeywell for all attorneys' fees and costs incurred in enforcing the terms of the agreement. However, nothing contained herein shall be construed as prohibiting Honeywell from pursuing any other remedies available for any such breach or threatened breach against me or my then-current employer which may also include but not be limited to contract damages, lost profits and punitive damages.
17. **Successors; Binding Agreement.** This agreement binds my heirs, executors, administrators, legal representatives and assigns and inures to the benefit of Honeywell and its successors and assigns. Only a written amendment executed by both Honeywell and me can modify this agreement.
18. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its principles of conflicts of law.
19. **Validity.** It is the desire and intent of the parties hereto that the provisions of this agreement shall be enforced to the fullest extent legally-permissible. Accordingly, if any particular provision(s) of this agreement shall be adjudicated to be invalid or unenforceable, the court may modify or sever such provision(s), such modification or deletion to apply only with respect to the operation of such provision(s) in the particular jurisdiction in which such adjudication is made. In addition, if any one or more of the provisions contained in this agreement shall for any reason be held to be excessively broad as to duration, geographical scope,

activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. The remaining provisions of this agreement shall remain in full force and effect.

20. **Definitions**

- (a) "Honeywell" collectively identifies Honeywell International Inc. (a Delaware corporation having a place of business at Columbia Road and Park Avenue, Morris Township, Morris County, New Jersey), its predecessors, designees and successors and its past, present and future operating companies, divisions, subsidiaries, affiliates and other business units, including businesses acquired by purchase of stock, merger or otherwise.
- (b) "Trade Secrets, Proprietary and Confidential Information" means information which is not generally known in the industry in which Honeywell is engaged, which may be disclosed to me or which I may learn, observe, discover or otherwise acquire during, or as a result of, my employment by Honeywell and which includes, without limitation, any information, whether patentable, patented or not, relating to any existing or contemplated products, inventions, services, technology, ideas, concepts, designs, patterns, processes, compounds, formulae, programs, devices, tools, compilations of information, methods, techniques, and including information relating to any research, development, manufacture, purchasing, engineering, know-how, business plans, sales or market methods, methods of doing business, customer lists, customer usages or requirements, or supplier information, which is owned or licensed by Honeywell or held by Honeywell in confidence.
- (c) "Invention" includes not only inventions (whether or not patentable), but also innovations, improvements, discoveries, ideas and all other forms of intellectual property (including, but not limited to, copyright works and mask works) – whether or not any of the foregoing constitutes trade secret or other confidential information.
- (d) "Make" or "Made" when used in relation to Invention includes any one or any combination of (i) conception, (ii) reduction to practice, or (iii) development of an Invention and is without regard to whether I am a sole or joint inventor.
- (e) "Termination of Employment" shall be defined as any separation from employment with Honeywell regardless of the reason, including any and all voluntary and involuntary reasons for termination. The termination date for purposes of this Agreement shall be the last day I actively perform services for Honeywell.

21. **Headings Descriptive.** The headings of the several paragraphs of this agreement are inserted for convenience only and shall not in any way affect the meaning or construction of this agreement.

R. Jeremy Miller
Employee Name - Printed

8-21-13
Date

R. Jeremy Miller
Employee Signature

SCHEDULE A

HAVE YOU MADE ANY INVENTIONS BEFORE THE TERM OF YOUR EMPLOYMENT WITH HONEYWELL, IN WHICH YOU HAVE AN OWNERSHIP INTEREST AND WHICH ARE NOT THE SUBJECT MATTER OF ISSUED PATENTS OR PRINTED PUBLICATIONS?

(If there are none, please enter the word "NONE")

NOTE: Please describe each such Invention without disclosing trade secrets, proprietary or confidential information.

None

[Attach additional sheets if more space is needed.]

SCHEDULE B

DO YOU HAVE ANY PRIOR OBLIGATIONS (WRITTEN OR ORAL) WHICH WOULD RESTRICT YOUR ABILITY TO PERFORM THE DUTIES OF YOUR EMPLOYMENT WITH HONEYWELL?

(If there are none, please enter the word "NONE")

NOTE: Please give date of, and parties to, obligations and the nature and substance of the restriction.

None

[Attach additional sheets if more space is needed.]

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff **Honeywell International Inc.**
(s):

Defendant **Robert Jeremy Miller**
(s):

County of Residence: Outside the State of Arizona County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

**Leah S. Freed , Shareholder
Ogletree Deakins
2415 E Camelback Rd, Suite 800
Phoenix, Arizona 85016
(602) 778-3700**

II. Basis of Jurisdiction: **4. Diversity (complete item III)**

III. Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff:- **5 Non AZ corp and Principal place of Business outside AZ**
Defendant:- **1 Citizen of This State**

IV. Origin : **1. Original Proceeding**

V. Nature of Suit: **190 Other Contract**

VI.Cause of Action: **Arizona Uniform Trade Secrets Act, A.R.S. Section 44-401; Breach of Contract; Defend Trade Secrets Act, 18 U.S.C. Section 1836**

VII. Requested in Complaint

Class Action: **No**
Dollar Demand:
Jury Demand: **Yes**

VIII. This case is not related to another case.

Signature: s/Leah S. Freed

Date: 3/8/2017

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014