

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA

HONEYWELL INTERNATIONAL INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
FURUNO ELECTRIC CO., LTD.,	)	C.A. No. 09-CV-03601 (MJD-TNL)
FURUNO U.S.A., INC.,	)	
NAVICO HOLDING A.S.,	)	JURY TRIAL DEMAND
NAVICO, INC.,	)	
RAYMARINE PLC,	)	
RAYMARINE, INC., AND	)	
FLIR SYSTEMS, INC.	)	
	)	
Defendants.	)	

**FIRST AMENDED AND SUPPLEMENTAL COMPLAINT AND DEMAND**

**FOR JURY TRIAL**

Plaintiff Honeywell International Inc. for its Complaint against Defendants,  
hereby allege as follows:

**NATURE OF THE ACTION**

1. This is an action for the infringement of a United States patent arising  
under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.*

THE PARTIES

2. Plaintiff Honeywell International Inc. (“Honeywell”) is a corporation organized and existing under the laws of Delaware with its principal place of business in Morristown, New Jersey.

3. Upon information and belief, Defendant Furuno Electric Co., Ltd. (“Furuno Electric”) is a Japanese corporation with its principal place of business in Hyogo, Japan.<sup>1</sup>

4. Upon information and belief, Defendant Furuno U.S.A., Inc. (“Furuno USA”) is a Washington corporation having its principal place of business in Camas, Washington. (Furuno Electric and Furuno USA will be referred to collectively as “Furuno”).<sup>2</sup>

5. Upon information and belief, Defendant Navico Holding A.S. (“Navico Holding”) is a Norwegian corporation having its principal place of business in Lysaker, Norway.<sup>3</sup>

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<sup>1</sup> Furuno Electric has been voluntarily dismissed by virtue of settled resolution. Docket Nos. 117-118. This First Amended and Supplemental Complaint is not intended to revive or reinstitute an action against Furuno Electric.

<sup>2</sup> Furuno USA has been voluntarily dismissed by virtue of settled resolution. Docket Nos. 117-118. This First Amended and Supplemental Complaint is not intended to revive or reinstitute an action against Furuno USA.

<sup>3</sup> Navico Holding has been voluntarily dismissed by virtue of a discovery stipulation between Honeywell and Navico USA. Docket No. 62. This First Amended and Supplemental Complaint is not intended to revive or reinstitute an action against Navico Holding.

6. Upon information and belief, Defendant Navico, Inc. (“Navico (USA)”) is a Delaware corporation with its principal place of business in Tulsa, Oklahoma. (Navico Holding and Navico (USA) will be referred to collectively as “Navico”).

7. Upon information and belief, Defendant Raymarine, Inc. (“Raymarine (USA)”) is a Delaware corporation with its principal place of business in Merrimack, New Hampshire.

8. Upon information and belief, Defendant Raymarine Plc (“Raymarine (UK)”) is a British corporation with its principal place of business in Portsmouth, Hampshire in England. (Raymarine (USA) and Raymarine (UK) will be referred to collectively as “Raymarine”).<sup>4</sup>

9. Upon information and belief, Defendant FLIR Systems, Inc. (“FLIR,” or collectively with Raymarine (USA), “Raymarine”) is an Oregon corporation with its principal place of business in Wilsonville, Oregon. On May 14, 2010, FLIR Systems, Inc. announced that it had entered into a definitive agreement with the Administrator of Raymarine (UK) to acquire all of the outstanding shares of its wholly owned subsidiary, Raymarine Holdings Limited. The transaction value of approximately \$180 million included repayment of all of Raymarine's indebtedness

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<sup>4</sup> Raymarine (UK) has been voluntarily dismissed by virtue of a discovery stipulation between Honeywell and Raymarine USA. Docket No. 57. This First Amended and Supplemental Complaint is not intended to revive or reinstitute an action against Raymarine UK.

and approximately \$24 million in proceeds to Raymarine (UK). The acquisition represented the entire business operations of Raymarine and its subsidiaries. Upon information and belief, FLIR now controls and directs the activities that form the basis of Honeywell's claims against the Raymarine products, including but not limited to direction of defense of this action.

### JURISDICTION AND VENUE

10. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and §1338(a).

11. This Court has personal jurisdiction over Defendants Furuno, Navico, Raymarine, and FLIR (collectively referred to as the "Defendants") because the Defendants have established minimal contacts with the forum. The Defendants have committed and continue to commit acts of direct and indirect patent infringement in this district as alleged in this Complaint. Therefore, the exercise of personal jurisdiction over the Defendants would not offend the traditional notions of fair play and substantial justice.

12. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400(b).

### BACKGROUND TO THE ACTION

#### **A. U.S. Patent No. 5,617,317**

13. Plaintiff Honeywell is the lawful owner of United States Patent No. 5,617,317 (the "'317 Patent"), which was duly and legally issued by the United States

Patent and Trademark Office on April 1, 1997. The '317 Patent is entitled "True North Heading Estimator Utilizing GPS Output Information and Inertial Sensor System Output Information" and discloses technology related to systems for determining a vehicle's true north heading. A copy of the '317 Patent is attached hereto as Exhibit 1.

14. As the lawful owner of the '317 Patent, Honeywell owns all rights, title and interest in the '317 Patent.

15. Honeywell has the exclusive right under 35 U.S.C. § 154(a)(1) to exclude others from making, using, offering for sale, selling, or importing its patented invention, including the right to bring this action for injunctive relief and damages.

**B. U.S. Patent No. 5,631,656**

16. Plaintiff Honeywell is the lawful owner of United States Patent No. 5,631,656 (the "'656 Patent"), which was duly and legally issued by the United States Patent and Trademark Office on May 20, 1997. The '656 Patent is entitled "Fail Safe System With Common Mode Avoidance" and discloses technology related to a "fail safe" system used to provide signals indicative of a position, such as position information, based on multiple sets of sensors responsive to different variables. A copy of the '656 Patent is attached hereto as Exhibit 2.

17. As the lawful owner of the '656 Patent, Honeywell owns all rights, title and interest in the '656 Patent.

18. Honeywell has the exclusive right under 35 U.S.C. § 154(a)(1) to exclude others from making, using, offering for sale, selling, or importing its patented invention, including the right to bring this action for injunctive relief and damages.

**C. U.S. Patent No. 5,785,281**

19. Plaintiff Honeywell is the lawful owner of United States Patent No. 5,785,281 (the “’281 Patent”), which was duly and legally issued by the United States Patent and Trademark Office on July 28, 1998. The ’281 Patent is entitled “Learning Autopilot” and discloses technology related to an autopilot system and method for controlling a vehicle. A copy of the ’281 Patent is attached hereto as Exhibit 3.

20. As the lawful owner of the ’281 Patent, Honeywell owns all rights, title and interest in the ’281 Patent.

21. Honeywell has the exclusive right under 35 U.S.C. § 154(a)(1) to exclude others from making, using, offering for sale, selling, or importing its patented invention, including the right to bring this action for injunctive relief and damages.

**D. U.S. Patent No. 6,289,277**

22. Plaintiff Honeywell is the lawful owner of United States Patent No. 6,289,277 (the “’277 Patent”), which was duly and legally issued by the United States Patent and Trademark Office on September 11, 2001. The ’277 Patent is entitled

“Interfaces For Planning Vehicle Routes” and discloses technology related to a system and method for determining a route for a vehicle in the presence of weather and other hazards. A copy of the ’277 Patent is attached hereto as Exhibit 4.

23. As the lawful owner of the ’277 Patent, Honeywell owns all rights, title and interest in the ’277 Patent.

24. Honeywell has the exclusive right under 35 U.S.C. § 154(a)(1) to exclude others from making, using, offering for sale, selling, or importing its patented invention, including the right to bring this action for injunctive relief and damages.

**E. U.S. Patent No. 6,653,947**

25. Plaintiff Honeywell is the lawful owner of United States Patent No. 6,653,947 (the “’947 Patent”), which was duly and legally issued by the United States Patent and Trademark Office on November 25, 2003. The ’947 Patent is entitled “Apparatus For The Display Of Weather And Terrain Information On A Single Display” and discloses technology related to a system for displaying weather information in a two-dimensional format and terrain data in three-dimensional format on a display screen. A copy of the ’947 Patent is attached hereto as Exhibit 5.

26. As the lawful owner of the ’947 Patent, Honeywell owns all rights, title and interest in the ’947 Patent.

27. Honeywell has the exclusive right under 35 U.S.C. § 154(a)(1) to exclude others from making, using, offering for sale, selling, or importing its

patented invention, including the right to bring this action for injunctive relief and damages.

**F. Reexamination Proceedings**

28. On July 14, 2010, Defendant Furuno filed a motion to stay the case pending resolution of an ex parte reexamination of the patents-in-suit before the United States Patent and Trademark Office (“PTO”). Defendants Navico and Raymarine concurred and joined in this request. On July 30, 2010 this Court granted the Defendants’ motion, staying the case pending the results of the reexamination proceedings. The Court ordered that the stay would be in effect until the conclusion of the reexamination by the PTO of the asserted patents.

29. Each of these asserted patents survived reexamination, and the PTO issued reexamination certificates on the following dates:

- U.S. Patent No. 5,631,656, Reexamination Certificate issued March 29, 2011;
- U.S. Patent No. 5,785,281, Reexamination Certificate issued August 16, 2011;
- U.S. Patent No. 6,289,277, Reexamination Certificate issued December 13, 2011;



- U.S. Patent No. 6,653,947, Reexamination Certificate issued September 13, 2011; and
- U.S. Patent No. 5,617,317, Reexamination Certificate issued June 26, 2012.

30. On August 6, 2012, this Court issued an Order lifting the stay that had been in place, (Docket No. 138), giving rise to this First Amended and Supplemental Complaint and Demand for Jury Trial.

**ACTS GIVING RISE TO THE ACTION**

31. Upon information and belief, Defendant Furuno has been and is engaged in the manufacture, importation, offer for sale, and/or sale of display and navigation products for marine vehicles throughout the United States, including in this judicial district.

32. Upon information and belief, Defendant Navico has been and is engaged in the manufacture, importation, offer for sale, and/or sale of display and navigation products for marine vehicles throughout the United States, including in this judicial district.

33. Upon information and belief, Defendant Raymarine has been and is engaged in the manufacture, importation, offer for sale, and/or sale of display and navigation products for marine vehicles throughout the United States and in this judicial district.

34. At least some of the display and navigation products for marine vehicles manufactured, imported, offered for sale, and/or sold by Furuno, Navico and Raymarine infringe one or more of the following patents: ‘317 Patent, ‘656 Patent, ‘281 Patent, ‘277 Patent, and ‘947 Patent (collectively, the “Asserted Patents”).

35. The Defendants infringe one or more of the Asserted Patents literally and/or under the doctrine of equivalents, making the Defendants liable for direct and/or indirect infringement under 35 U.S.C. § 271.

36. Defendant Navico infringes either directly or indirectly one or more of the Asserted Patents with its products, including but not limited to its products known as the Simrad HS52, the Simrad GB40, the Simrad HS70, the Lowrance LCX-113c HD, and the Northstar 6100i.

37. Defendant Furuno infringes either directly or indirectly one or more of the Asserted Patents with its products, including but not limited to its products known as the NAVnet 3D Multi-Functional Display, the SC-110 Satellite Compass, and its MaxSea Professional software.

38. Defendant Raymarine infringes either directly or indirectly one or more of the Asserted Patents with its products, including but not limited to its products known as the E-series Multi-Functional Displays, the G-series Multi-Functional Displays, and its RayTech software.

**COUNT I - INFRINGEMENT OF U.S. PATENT NO. 5,617,317 BY**

**DEFENDANT FURUNO<sup>5</sup>**

39. Honeywell hereby restates and re-alleges the allegations set forth in paragraphs 1 through 34 and incorporates them by reference.

40. Upon information and belief, Defendant Furuno has made, used, sold, offered for sale, imported, and/or distributed in the United States products that infringe at least one claim of the '317 Patent.

41. Defendant Furuno's actions constitute direct and/or indirect infringement if the '317 patent under 35 U.S.C. § 271.

42. Upon information and belief, the unlawful infringing activities by Defendant Furuno are continuing and will continue unless enjoined by this Court.

43. As a result of the infringing acts herein described, Honeywell has sustained damages and will continue to sustain damages in the future, including irreparable harm, unless Defendant Furuno is enjoined from infringing said patent.

**COUNT II - INFRINGEMENT OF U.S. PATENT NO. 5,617,317 BY**

**DEFENDANT NAVICO**

44. Honeywell hereby restates and re-alleges the allegations set forth in the preceding paragraphs and incorporates them by reference.

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<sup>5</sup> Now dismissed, Docket Nos. 117-118.

45. Upon information and belief, Defendant Navico has made, used, sold, offered for sale, imported, and/or distributed in the United States products that infringe at least one claim of the '317 Patent.

46. Defendant Navico's actions constitute direct and/or indirect infringement if the '317 patent under 35 U.S.C. § 271.

47. Upon information and belief, the unlawful infringing activities by Defendant Navico are continuing and will continue unless enjoined by this Court.

48. As a result of the infringing acts herein described, Honeywell has sustained damages and will continue to sustain damages in the future, including irreparable harm, unless Defendant Navico is enjoined from infringing said patent.

**COUNT III - INFRINGEMENT OF U.S. PATENT NO. 5,631,656 BY**

**DEFENDANT FURUNO<sup>6</sup>**

49. Honeywell hereby restates and re-alleges the allegations set forth in the preceding paragraphs and incorporates them by reference.

50. Upon information and belief, Defendant Furuno has made, used, sold, offered for sale, imported, and/or distributed in the United States products that infringe at least one claim of the '656 Patent.

51. Defendant Furuno's actions constitute direct and/or indirect infringement of the '656 patent under 35 U.S.C. § 271.

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<sup>6</sup> Now dismissed, Docket Nos. 117-118.

52. Upon information and belief, the unlawful infringing activities by Defendant Furuno are continuing and will continue unless enjoined by this Court.

53. As a result of the infringing acts herein described, Honeywell has sustained damages and will continue to sustain damages in the future, including irreparable harm, unless Defendant Furuno is enjoined from infringing said patent.

**COUNT IV - INFRINGEMENT OF U.S. PATENT NO. 5,631,656 BY**

**DEFENDANT NAVICO**

54. Honeywell hereby restates and re-alleges the allegations set forth in the preceding paragraphs and incorporates them by reference.

55. Upon information and belief, Defendant Navico has made, used, sold, offered for sale, imported, and/or distributed in the United States products that infringe at least one claim of the '656 Patent.

56. Defendant Navico's actions constitute direct and/or indirect infringement of the '656 patent under 35 U.S.C. § 271.

57. Upon information and belief, the unlawful infringing activities by Defendant Navico are continuing and will continue unless enjoined by this Court.

58. As a result of the infringing acts herein described, Honeywell has sustained damages and will continue to sustain damages in the future, including irreparable harm, unless Defendant Navico is enjoined from infringing said patent.

**COUNT V - INFRINGEMENT OF U.S. PATENT NO. 5,785,281 BY**

**DEFENDANT FURUNO<sup>7</sup>**

59. Honeywell hereby restates and re-alleges the allegations set forth in the preceding paragraphs and incorporates them by reference.

60. Upon information and belief, Defendant Furuno has made, used, sold, offered for sale, imported, and/or distributed in the United States products that infringe at least one claim of the '281 Patent.

61. Defendant Furuno's actions constitute direct and/or indirect infringement of the '281 patent under 35 U.S.C. § 271.

62. Upon information and belief, the unlawful infringing activities by Defendant Furuno are continuing and will continue unless enjoined by this Court.

63. As a result of the infringing acts herein described, Honeywell has sustained damages and will continue to sustain damages in the future, including irreparable harm, unless Defendant Furuno is enjoined from infringing said patent.

**COUNT VI - INFRINGEMENT OF U.S. PATENT NO. 5,785,281 BY**

**DEFENDANT NAVICO**

64. Honeywell hereby restates and re-alleges the allegations set forth in the preceding paragraphs and incorporates them by reference.

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<sup>7</sup> Now dismissed, Docket Nos. 117-118.

65. Upon information and belief, Defendant Navico has made, used, sold, offered for sale, imported, and/or distributed in the United States products that infringe at least one claim of the '281 Patent.

66. Defendant Navico's actions constitute direct and/or indirect infringement of the '281 patent under 35 U.S.C. § 271.

67. Upon information and belief, the unlawful infringing activities by Defendant Navico are continuing and will continue unless enjoined by this Court.

68. As a result of the infringing acts herein described, Honeywell has sustained damages and will continue to sustain damages in the future, including irreparable harm, unless Defendant Navico is enjoined from infringing said patent.

**COUNT VII - INFRINGEMENT OF U.S. PATENT NO. 5,785,281 BY**

**DEFENDANT RAYMARINE**

69. Honeywell hereby restates and re-alleges the allegations set forth in the preceding paragraphs and incorporates them by reference.

70. Upon information and belief, Defendant Raymarine has made, used, sold, offered for sale, imported, and/or distributed in the United States products that infringe at least one claim of the '281 Patent.

71. Defendant Raymarine's actions constitute direct and/or indirect infringement of the '281 patent under 35 U.S.C. § 271.

72. Upon information and belief, the unlawful infringing activities by Defendant Raymarine are continuing and will continue unless enjoined by this Court.

73. As a result of the infringing acts herein described, Honeywell has sustained damages and will continue to sustain damages in the future, including irreparable harm, unless Defendant Raymarine is enjoined from infringing said patent.

**COUNT VIII - INFRINGEMENT OF U.S. PATENT NO. 6,289,277 BY**  
**DEFENDANT FURUNO**<sup>8</sup>

74. Honeywell hereby restates and re-alleges the allegations set forth in the preceding paragraphs and incorporates them by reference.

75. Upon information and belief, Defendant Furuno has made, used, sold, offered for sale, imported, and/or distributed in the United States products that infringe at least one claim of the '277 Patent.

76. Defendant Furuno's actions constitute direct and/or indirect infringement of the '277 patent under 35 U.S.C. § 271.

77. Upon information and belief, the unlawful infringing activities by Defendant Furuno are continuing and will continue unless enjoined by this Court.

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<sup>8</sup> Now dismissed, Docket Nos. 117-118.



78. As a result of the infringing acts herein described, Honeywell has sustained damages and will continue to sustain damages in the future, including irreparable harm, unless Defendant Furuno is enjoined from infringing said patent.

**COUNT IX - INFRINGEMENT OF U.S. PATENT NO. 6,289,277 BY**  
**DEFENDANT NAVICO**

79. Honeywell hereby restates and re-alleges the allegations set forth in the preceding paragraphs and incorporates them by reference.

80. Upon information and belief, Defendant Navico has made, used, sold, offered for sale, imported, and/or distributed in the United States products that infringe at least one claim of the '277 Patent.

81. Defendant Navico's actions constitute direct and/or indirect infringement of the '277 patent under 35 U.S.C. § 271.

82. Upon information and belief, the unlawful infringing activities by Defendant Navico are continuing and will continue unless enjoined by this Court.

83. As a result of the infringing acts herein described, Honeywell has sustained damages and will continue to sustain damages in the future, including irreparable harm, unless Defendant Navico is enjoined from infringing said patent.

**COUNT X - INFRINGEMENT OF U.S. PATENT NO. 6,289,277 BY**  
**DEFENDANT RAYMARINE**

84. Honeywell hereby restates and re-alleges the allegations set forth in the preceding paragraphs and incorporates them by reference.

85. Upon information and belief, Defendant Raymarine has made, used, sold, offered for sale, imported, and/or distributed in the United States products that infringe at least one claim of the '277 Patent.

86. Defendant Raymarine's actions constitute direct and/or indirect infringement of the '277 patent under 35 U.S.C. § 271.

87. Upon information and belief, the unlawful infringing activities by Defendant Raymarine are continuing and will continue unless enjoined by this Court.

88. As a result of the infringing acts herein described, Honeywell has sustained damages and will continue to sustain damages in the future, including irreparable harm, unless Defendant Raymarine is enjoined from infringing said patent.

**COUNT XI - INFRINGEMENT OF U.S. PATENT NO. 6,653,947 BY**  
**DEFENDANT FURUNO<sup>9</sup>**

89. Honeywell hereby restates and re-alleges the allegations set forth in the preceding paragraphs and incorporates them by reference.

90. Upon information and belief, Defendant Furuno has made, used, sold, offered for sale, imported, and/or distributed in the United States products that infringe at least one claim of the '947 Patent.

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<sup>9</sup> Now dismissed, Docket Nos. 117-118.

91. Defendant Furuno's actions constitute direct and/or indirect infringement of the '947 patent under 35 U.S.C. § 271.

92. Upon information and belief, the unlawful infringing activities by Defendant Furuno are continuing and will continue unless enjoined by this Court.

93. As a result of the infringing acts herein described, Honeywell has sustained damages and will continue to sustain damages in the future, including irreparable harm, unless Defendant Furuno is enjoined from infringing said patent.

**COUNT XII - INFRINGEMENT OF U.S. PATENT NO. 6,653,947 BY**  
**DEFENDANT NAVICO**

94. Honeywell hereby restates and re-alleges the allegations set forth in the preceding paragraphs and incorporates them by reference.

95. Upon information and belief, Defendant Navico has made, used, sold, offered for sale, imported, and/or distributed in the United States products that infringe at least one claim of the '947 Patent.

96. Defendant Navico's actions constitute direct and/or indirect infringement of the '947 patent under 35 U.S.C. § 271.

97. Upon information and belief, the unlawful infringing activities by Defendant Navico are continuing and will continue unless enjoined by this Court.

98. As a result of the infringing acts herein described, Honeywell has sustained damages and will continue to sustain damages in the future, including irreparable harm, unless Defendant Navico is enjoined from infringing said patent.

**COUNT XIII - INFRINGEMENT OF U.S. PATENT NO. 6,653,947 BY**

**DEFENDANT RAYMARINE**

99. Honeywell hereby restates and re-alleges the allegations set forth in the preceding paragraphs and incorporates them by reference.

100. Upon information and belief, Defendant Raymarine has made, used, sold, offered for sale, imported, and/or distributed in the United States products that infringe at least one claim of the '947 Patent.

101. Defendant Raymarine's actions constitute direct and/or indirect infringement of the '947 patent under 35 U.S.C. § 271.

102. Upon information and belief, the unlawful infringing activities by Defendant Raymarine are continuing and will continue unless enjoined by this Court.

103. As a result of the infringing acts herein described, Honeywell has sustained damages and will continue to sustain damages in the future, including irreparable harm, unless Defendant Raymarine is enjoined from infringing said patent.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Honeywell prays for entry of a judgment against Defendants as follows:

- a. That Defendants have infringed the Asserted Patents;

b. That Defendants, and their respective agents, servants, officers, directors, employees and all persons acting in concert with them, directly or indirectly, be permanently enjoined from infringing, inducing others to infringe, or contributing to the infringement of the Asserted Patents;

c. That Defendants account for and pay to Honeywell damages adequate to compensate it for Defendants' infringement, in an amount to be proven at trial, together with interest and costs as fixed by the Court; and

d. That Honeywell be awarded such other and further relief as the Court may deem just and equitable.

**JURY DEMAND**

Honeywell hereby demands a trial by jury on all issues triable by a jury.

Dated: September 19, 2012

Respectfully submitted,

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

By: /s/ David A. Prange

Martin R. Lueck, Esq. (# 155548)

Matthew L. Woods, Esq. (# 205278)

Peter N. Surdo, Esq. (# 339015)

David A. Prange (# 0329976)

ROBINS, KAPLAN, MILLER &  
CIRESI L.L.P.

800 LaSalle Avenue, Suite 2800

Minneapolis, MN 55402

Telephone: 612-349-8500

Facsimile: 612-339-4181

Email: mrlueck@rkmc.com

Email: mlwoods@rkmc.com

Email: pnsurdo@rkmc.com

Email: daprange@rkmc.com

J. Scott Culpepper, Esq. (*pro hac vice*)

ROBINS, KAPLAN, MILLER &  
CIRESI L.L.P.

One Atlantic Center

1201 West Peachtree Street, N.W.

Suite 2200

Atlanta, GA 30309

Telephone: 404-760-4300

Facsimile: 404-233-1267

Email: jsculpepper@rkmc.com

*Attorneys for Plaintiff Honeywell  
International Inc.*