



Provided by:  
Overhauser Law Offices LLC  
www.iniplaw.org  
www.overhauser.com

FILED

STATE OF INDIANA )  
COUNTY OF HAMILTON )

IN THE HAMILTON SUPERIOR COURT  
CAUSE NO.: 29D02-1502-PL- 1139

2015 FEB 11 10:38 AM

PRECISION DRONE, LLC )  
Plaintiff )  
vs. )  
CHANNEL MASTERS, LLC, )  
Defendant. )

TAMMY BAITZ )  
CLERK )  
HAMILTON COUNTY COURTS )

COMPLAINT FOR DAMAGES

Comes now, Plaintiff, Precision Drone, LLC, by counsel, for its Complaint for Damages against Defendant, Channel Masters, LLC, and states as follows:

PARTIES AND VENUE

1. Plaintiff, Precision Drone, LLC ("Precision") is an Indiana limited liability company and operates its business in Hamilton County, Indiana.
2. Defendant, Channel Masters, LLC ("Channel") is a Wisconsin limited liability company and conducted business with Precision in Indiana.
3. Pursuant to the Volume Purchase, License and Service Agreement entered into between Precision and Channel ("Service Agreement") and the Non-Compete/Non-Disclosure Agreement ("Non-Compete") and out of which this action arises, venue lies in Hamilton County, Indiana. True and accurate copies of the Agreement and the Non-Compete are attached hereto as Exhibit A and Exhibit B, respectively.



11595 N. Meridian Street  
Suite 701  
Carmel, IN 46032  
317.846.6514

198 S. 9th Street  
Noblesville, IN 46060  
317.773.2090

FACTS

4. Precision designs, engineers, manufactures and sells drones for use by farmers to monitor crops. It also develops and sells software to operate the drones and to capture crop images for use by farmers.
5. Precision maintains a copyrighted website to promote and advertise its products and software.
6. AgriImage is a Tennessee company that manufactures and sells drones and is a direct competitor of Precision.
7. Channel touts itself as a "strategic advisory and management firm specializing in equipment distribution network [sic] and dealer services." In essence, Channel connects companies with products, such as Precision's, with dealers who in turn sell the products to consumers.
8. On September 5, 2014, Precision engaged Channel to purchase and resell the PaceSetter™ Drone and related parts at agreed upon prices. In exchange, Channel would receive a commission for each PaceSetter™ drone and related parts sold.
9. Channel's obligations under the Agreement were to persuade equipment dealers to purchase the PaceSetter™ drone and related parts.
10. In furtherance of the Agreement, Precision provided Channel with a demonstration PaceSetter™ drone and Precision's training manual. In addition, Precision trained and educated Channel and its agents on the use of the PaceSetter™ drone to assist Channel with reselling the drones to dealers.
11. Channel would use the demonstration drone, training manual, the training and education provided by Precision, and other Precision marketing materials to market



11595 N. Meridian Street  
Suite 701  
Carmel, IN 46032  
317.846.6514

198 S. 9th Street  
Noblesville, IN 46060  
317.773.2090

and resell the PaceSetter™ drone to various dealers by visiting dealers and by attending trade shows.

12. Channel also acquired information about Precision and their products by listening to Precision's agents and owners marketing and advertising statements and sales pitches.
13. Under the Service Agreement, Channel could not disclose any "confidential information" relating to Precision without Precision's written authorization.
14. The Service Agreement defines confidential "Information" as "all design, formulas, engineering, technology, manufacturing and pricing information, correspondence, reports, and any other information which is disclosed, either orally or in writing, to: ... (b) [Channel] by [Precision], any member, employee officer or director of Seller or an agent or contractor of Seller." Exhibit A (alteration added). The Non-Compete contains similar language prohibiting the disclosure of Precision's confidential "Information."
15. The Non-Compete prohibited Channel from adversely interfering "with any past, present, or prospective relationships between Precision and any of its customers, suppliers, dealers, employees, agents or other persons entities with which it deals" for a period of three (3) years from May 30, 2014.
16. Upon information and belief, Channel began working for AgriImage in a similar capacity while Channel worked for Precision.
17. Upon information and belief, Channel was and is promoting and reselling AgriImage drones to dealers at the exclusion of Precision.
18. From December 8-10, 2014, Precision attended the Nebraska Farm Show at which AgriImage and Channel's agent, Tom Owen, were present.



11595 N. Meridian Street  
Suite 701  
Carmel, IN 46032  
317.846.6514

198 S. 9th Street  
Noblesville, IN 46060  
317.773.2090

19. While at the Nebraska Farm Show, Tom Owen was observed using at least one of Precision's images and training manual to demonstrate, market and resell AgriImage drones. A true and accurate copy of Tom Owen using an image and working the AgriImage booth is attached hereto as **Exhibit C**.
20. Precision further heard Tom Owen use Precision's sales pitch and observed AgriImage using Precision's pricing information.
21. On December 11, 2014, Channel sent Precision a letter attempting to terminate the Service Agreement without cause. A true and accurate copy of the letter is attached here to **Exhibit D**.

COUNT I BREACH OF CONTRACT

22. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 21 as if fully set forth herein.
23. Precision and Channel entered into the Service Agreement attached hereto as **Exhibit A**.
24. Precision and Channel entered into the Non-Compete attached hereto as **Exhibit B**.
25. Channel breached the Service Agreement and Non-Compete by attempting to terminate the same without cause.
26. Channel breached the Service Agreement and Non-Compete by disclosing Precision's pricing information to AgriImage.
27. Channel breached the Service Agreement and Non-Compete by disclosing Precision's imagery to AgriImage, which AgriImage used at the Nebraska Farm Show.
28. Channel breached the Service Agreement and Non-Compete by disclosing Precision's training manual to AgriImage, which AgriImage now uses for its drones.



11595 N. Meridian Street  
Suite 701  
Carmel, IN 46032  
317.846.6514

198 S. 9th Street  
Noblesville, IN 46060  
317.773.2090

29. Channel breached the Service Agreement and Non-Compete by disclosing and using Precision's sales and marketing pitches to resell AgriImage drones.
30. Channel breached the Non-Compete by promoting and reselling AgriImage drones to Precision's present and prospective dealers, including but not limited to Davis Equipment Corp. and Kunau Implement.
31. As a consequence of Channel's breach of the Service Agreement and Non-Compete, Precision has suffered damages in an amount to be proven at trial.
32. Should it prevail, Precision is entitled to attorney's fees and costs under the Non-Compete.

WHEREFORE, Precision, by counsel, respectfully requests the Court enter judgment in its favor, for damages, for its reasonable attorney's fees and costs, and for all other relief just and proper in the premises.

#### COUNT II MISAPPROPRIATION OF TRADE SECRETS

33. Precision incorporates by reference the allegations contained in Paragraphs 1 through 32 as if fully set forth herein.
34. Precision derives economic value from its pricing information, design formulas, engineering, software, training manuals, technology and other confidential information as provided in the Service Agreement and Non-Compete; all of which are trades secret under Indiana Code 24-2-3-2.
35. Precision required Channel to execute the Service Agreement and Non-Compete, in part, to protect the secrecy of its trade secrets.
36. The Service Agreement and Non-Compete obligated Channel to refrain from disclosing Precision's trade secrets without Precision's written authorization.



11595 N. Meridian Street  
Suite 701  
Carmel, IN 46032  
317.846.6514

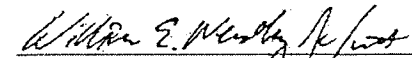
198 S. 9th Street  
Noblesville, IN 46060  
317.773.2090

37. Precision never authorized Channel's disclosure of its trade secrets to AgriImage or any third party.
38. Channel misappropriated Precision's trade secrets when it breached the Service Agreement and Non-Compete by disclosing the same to and for the benefit of itself and AgriImage.
39. Upon information and belief, Precision believes that Channel's misappropriation was willful and malicious, and consequently, Precision is entitled to reasonable attorney's fees under Indiana Code 24-2-3-5.
40. Precision suffered damages as a result of Channel's misappropriation of Precision's trade secrets.

WHEREFORE, Precision, by counsel, respectfully requests this Court enter judgment against Channel, for damages, for its reasonable attorney's fees and for all other relief just and proper in the premises.

Respectfully Submitted,

CAMPBELL KYLE PROFFITT LLP



John S. Terry, #21131629

Russell B. Cate, #27056-29

William E. Wendling, Jr. #2004-49

Attorneys for Plaintiff



11595 N. Meridian Street  
Suite 701  
Carmel, IN 46032  
317.846.6514

198 S. 9th Street  
Noblesville, IN 46060  
317.773.2090