

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**

RANA TECHNOLOGIES ENTERPRISES,

Plaintiff,

v.

L3HARRIS TECHNOLOGIES INC.,

Defendants.

COMPLAINT

Civil Action No.

Plaintiff, RANA Technologies Enterprises (“RTE”), by and through undersigned counsel, brings this action against L3Harris Technologies Inc.¹ (“L3Harris”) and hereby states as follows:

NATURE OF THIS CASE

1. This dispute arises from L3Harris’ (1) tortious interference with employment contracts between RTE and its employees, (2) tortious interference with non-compete agreements between RTE and its former employees, (3) breach of a non-disclosure agreement with RTE, (4) breach of the implied duty of good faith and fair dealing, and (5) aiding and abetting a breach of the fiduciary duties between RTE and its employees.

2. L3Harris is an American technology company that produces electronic systems and equipment for use in the government, defense, and commercial sectors.

3. Since November 14, 2011, L3Harris has partnered with RTE, an Afghan information and communications technology company, for the promotion of L3Harris products and services in Afghanistan.

4. In early 2016, the parties executed a renewal of an International Representative Agreement, effective from November 14, 2015, with the same terms and conditions as the agreement the parties originally executed in November 2011.

¹ Harris Corporation and L3 Technologies merged on June 29, 2019 to become L3Harris.

5. Prior to this dispute, RTE became aware that two of its senior employees, David Shah (“Shah”) and Syed Balkhi (“Balkhi”), started their own company, Arianna Professional Logistics Services (“APLS”), and that APLS was a current subcontractor under L3Harris.

6. In addition, RTE learned that Shah and Balkhi were actively recruiting other RTE employees to join APLS. Shortly thereafter, Shah and Balkhi were terminated from employment with RTE.

7. RTE immediately notified L3Harris that two former employees, Shah and Balkhi, cofounded APLS and were in violation of non-compete agreements with RTE.

8. In addition, RTE informed L3Harris that a number of its *current* employees were now working at APLS.

9. RTE provided a list of the 25 employees who had recently given their notice of resignation to RTE, thus their employment contracts with RTE remained in effect. RTE further demanded that L3Harris take reparative action by removing APLS from its employ.

10. In response, L3Harris asked RTE to provide an additional list detailing any RTE employees working for APLS who had left RTE within the last two years.

11. L3Harris further assured RTE that its employees, both current and former, would be “immediately removed from the project.”

12. Days later, RTE alerted L3Harris of another former employee who had joined APLS, Sarwar Hakimi (“Hakimi”), noting that Hakimi, Shah, and Balkhi were all in violation of non-compete agreements with RTE.

13. In late November 2015, approximately one week after renewing the International Representative Agreement with RTE, L3Harris project manager, Andrew Allan, contacted

Balkhi to arrange an exclusive meeting between L3Harris and APLS to discuss an ongoing L3Harris project, “Enterprise Sustainment Program.”

14. From early November 2015 through April 2017, L3Harris continued to engage with APLS, awarding the company numerous subcontracts despite ongoing objections from L3Harris’ established partner, RTE.

15. As shown herein, L3Harris initiated a scheme designed to forge a relationship with APLS and, ultimately, encouraged RTE’s employees to abandon RTE and continue working solely for L3Harris through APLS.

16. In this action, RTE seeks relief for its substantial loss in profits due to L3Harris’ intentional and improper engagement with APLS, resulting in the demise of an ongoing partnership between RTE and L3Harris.

PARTIES

17. Plaintiff, RANA Technologies Enterprises, is a limited liability company, established according to the laws of the Islamic Republic of Afghanistan with its principal place of business at 221 Shaheed Square, Shahr-e-Naw, Kabul, Afghanistan, whose members are all United States citizens domiciled in Virginia.

18. Defendant, L3Harris Technologies, is a Delaware corporation with its principal place of business at 1025 W. NASA Boulevard, Melbourne, FL 32919, U.S.A.

JURISDICTION AND VENUE

19. This Court has subject matter jurisdiction over this civil action pursuant to 28 U.S.C. § 1332(a)(1) because RTE and L3Harris are citizens of different States and the amount in controversy exceeds \$75,000.00.

20. This Court may exercise personal jurisdiction over L3Harris pursuant to NY CPLR § 302 because the cause of action arose from L3Harris' regular transaction of business in New York and at all relevant times in question its principal place of business was at 1680 University Avenue, Rochester, New York 14610.. This Court may also exercise personal jurisdiction because the parties have expressly agreed to submit to the jurisdiction of this Court.

21. Venue in this Court is proper pursuant to 28 U.S.C. § 1391(b) and (c)(2), as a substantial part of the events or omissions giving rise to the claims asserted herein occurred in the Western District of New York. Venue in this Court is also proper because the parties have expressly agreed that any litigation that arises shall be conducted in Monroe County, New York.

FACTS

22. In early 2016, the parties executed the International Representative Agreement (the "IRA"), with an effective date of November 14, 2015, wherein RTE was appointed as sales representative for the promotion and marketing of L3Harris' products and services in Afghanistan.

23. The IRA was initially executed as a one-year renewal, with the same terms and conditions as the parties' original and ongoing representative agreement initiated in 2011.

24. Prior to its expiration, the parties extended the IRA to remain in effect through March 31, 2017, all other terms and conditions remaining unchanged. A true and correct copy of the IRA, including the original 2011 agreement and 2016 extension, is attached hereto as **Exhibit A**.

25. In addition to the IRA, the parties were bound by a Non-Disclosure Agreement (the "NDA"), executed on March 16, 2015 and later amended on February 10, 2016, which

governed the disclosure and receipt of proprietary information between the parties. A true and correct copy of the NDA is attached hereto as **Exhibit B**.

26. Section 4 of the NDA details in pertinent part:

The party receiving the Proprietary Information shall make use of the Proprietary Information to be used solely for the purpose of exploring or maintaining a future or current contractual relationship between the parties:

All Harris products and services in support of Field Service Support, installation, and training.

27. Further, the NDA also included a provision prohibiting the solicitation and/or hire of either party's employees. Specifically, section 16 of the NDA provides in pertinent part:

Non-Solicitation. Neither Party shall recruit, solicit, or otherwise attempt to hire or hire, directly or indirectly, the employees of the other during the term of this Agreement without the prior written permission of the other Party.

28. On or about November 4, 2015, prior to this dispute, RTE learned that two of its senior employees, Shah and Balkhi, had formed their own company, APLS, and that APLS was currently subcontracting for L3Harris.

29. On or about November 5, 2015, Shah and Balkhi were terminated from employment with RTE.

30. On November 7, 2015, RTE notified L3Harris of its recently acquired knowledge of a company, APLS, cofounded by two former RTE employees, Shah and Balkhi. RTE additionally noted that APLS was primarily comprised of *current* RTE employees, and attached a list identifying 25 employees at APLS who had recently given their notice of resignation to RTE, thus their employment contracts with RTE remained in effect.

31. RTE also stated it had recently become aware that APLS was subcontracting for L3Harris on the Enterprise Sustainment Program, a project that was previously awarded to RTE

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