TIVO INC
Form DEF 14A
May 30, 2012

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14A
(RULE 14a-101)
INFORMATION REQUIRED IN PROXY STATEMENT
SCHEDULE 14A INFORMATION
PROXY STATEMENT PURSUANT TO SECTION 14(a) OF THE SECURITIES EXCHANGE ACT OF 1934

Filed by the Registrant x Filed by a Party other than the Registrant o
Check the appropriate box:
o Preliminary Proxy Statement
o Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
x Definitive Proxy Statement
o Definitive Additional Materials
o Soliciting Material Pursuant to §240.14a-12

TIVO INC.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if Other Than the Registrant)

Payment of Filing Fee (Check the appropriate box):
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(1) Amount previously paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

TiVo Inc.
2160 Gold Street
P.O. Box 2160
Alviso, CA 95002

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS
TO BE HELD ON WEDNESDAY, AUGUST 1, 2012

To our Stockholders:

The 2012 Annual Meeting of Stockholders of TiVo Inc., a Delaware corporation, will be held on Wednesday, August 1, 2012, beginning at 10:30 a.m. local time at the offices of Latham & Watkins LLP, 140 Scott Drive, Menlo Park, California. At the meeting, the holders of the Company's outstanding common stock will act on the following matters:

1. Election of two directors to hold office until the 2015 Annual Meeting of Stockholders;
2. Ratification of the selection of KPMG LLP as the independent registered public accounting firm of TiVo for the fiscal year ending January 31, 2013;
3. Approval of a two-year request to reserve an additional 7,000,000 shares of our common stock for issuance pursuant to the Amended & Restated 2008 Equity Incentive Award Plan;
4. Approval to reserve an additional 1,500,000 shares of our common stock for issuance pursuant to the Employee Stock Purchase Plan;
5. Approval on a non-binding, advisory basis of the compensation of our named executive officers as disclosed in this proxy statement pursuant to the compensation disclosure rules of the Securities and Exchange Commission ("Say-on-Pay"); and
6. Transaction of any other business as may properly come before the Annual Meeting.

All holders of record of shares of TiVo common stock at the close of business on June 6, 2012 are entitled to vote at the meeting and any postponements or adjournments of the meeting. This notice and the accompanying proxy statement and proxy card are being first mailed to stockholders on or about June 20, 2012.

By order of the Board of Directors,

/s/ Thomas S. Rogers

Thomas S. Rogers
Chief Executive Officer and President
Alviso, California
May 30, 2012

ALL STOCKHOLDERS ARE CORDIALLY INVITED TO ATTEND THE ANNUAL MEETING IN PERSON. WHETHER OR NOT YOU EXPECT TO ATTEND THE MEETING, PLEASE COMPLETE, DATE, SIGN AND RETURN THE ENCLOSED PROXY AS PROMPTLY AS POSSIBLE IN ORDER TO ENSURE YOUR REPRESENTATION AT THE MEETING. A RETURN ENVELOPE (WHICH IS POSTAGE PREPAID IF MAILED IN THE UNITED STATES) IS ENCLOSED FOR THAT PURPOSE. EVEN IF YOU HAVE GIVEN YOUR PROXY, YOU MAY STILL VOTE IN PERSON IF YOU ATTEND THE MEETING. PLEASE NOTE, HOWEVER, THAT IF YOUR SHARES ARE HELD OF RECORD BY A BROKER, BANK OR OTHER NOMINEE AND YOU WISH TO VOTE AT THE MEETING, YOU MUST OBTAIN FROM THE RECORD HOLDER A PROXY ISSUED IN YOUR NAME.

TiVo Inc.
2160 Gold Street
P.O. Box 2160
Alviso, CA 95002

PROXY STATEMENT

This proxy statement is being solicited on behalf of the Board of Directors of TiVo Inc. for use at the Annual Meeting of Stockholders of TiVo Inc., including any postponements or adjournments, to be held on Wednesday, August 1, 2012, beginning at 10:30 a.m. at the offices of Latham & Watkins LLP, 140 Scott Drive, Menlo Park, California. This proxy statement and accompanying proxy card are being first mailed to stockholders on or about June 20, 2012.

ABOUT THE MEETING AND VOTING

What is the purpose of the Annual Meeting?

At our 2012 Annual Meeting, stockholders will act upon the matters outlined in the notice of meeting on the cover page of this proxy statement, including the election of two directors, ratification of the selection of the Company's independent auditors, approval to reserve an additional 7,000,000 shares of our common stock for issuance pursuant to the Amended & Restated 2008 Equity Incentive Award Plan, approval to reserve an additional 1,500,000 shares of our common stock for issuance pursuant to the Employee Stock Purchase Plan, and approval on a non-binding, advisory basis the compensation of our named executive officers as disclosed in this proxy statement pursuant to the compensation disclosure rules of the Securities and Exchange Commission (“Say-on-Pay”).

Who is entitled to vote at the meeting?

Only stockholders of record at the close of business on June 6, 2012, the record date for the meeting, are entitled to receive notice of and to participate in the 2012 Annual Meeting. If you were a stockholder of record as of the close of business on that date, you will be entitled to vote all of the shares that you held on that date at the meeting, or any postponements or adjournments of the meeting.

What are the voting rights of the holders of TiVo common stock?

Each outstanding share of TiVo common stock will be entitled to one vote on each matter considered at the meeting.

Who can attend the meeting?

Subject to space availability, all stockholders as of the record date, or their duly appointed proxies, may attend the meeting. Since seating is limited, admission to the meeting will be on a first-come, first-served basis. Please also note that if you hold your shares in “street name” (that is, through a broker or other nominee), you will need to bring a copy of a brokerage statement reflecting your stock ownership as of the record date. Please also see “How do I vote?” for instructions on voting at the annual meeting if you hold your shares in “street name.”

What constitutes a quorum?

The presence at the meeting, in person or by proxy, of the holders of a majority of the aggregate voting power of the common stock outstanding as of the close of business on the record date, which is June 6, 2012, will constitute a quorum, permitting the meeting to conduct its business. At the close of business on May 16, 2012, there were 124,691,970 shares of our common stock outstanding and entitled to vote. Proxies received but marked as abstentions and broker non-votes will be included in the calculation of the number of shares of common stock considered to be present at the meeting.

How do I vote?

If you complete and properly sign the accompanying proxy card and return it to the Company, it will be voted as you direct. If you are a registered stockholder and attend the meeting, you may deliver your completed proxy card in person. “Street name” stockholder, who wish to vote at the meeting will need to obtain a proxy form from the institution that holds their shares.

Can I change my vote after I return my proxy card?

Yes. Even after you have submitted your proxy, you may revoke or change your vote at any time before the proxy is exercised by filing with the Corporate Secretary of the Company at our principal executive office, 2160 Gold Street, P.O. Box 2160, Alviso, CA 95002, a written notice of revocation or a duly executed proxy bearing a later date, or it may be revoked by attending the meeting and voting in person. Attendance at the meeting will not, by itself, revoke a proxy.

What are the Board of Director's recommendations?

Unless you give other instructions on your proxy card, the persons named as proxy holders on the proxy card will vote in accordance with the recommendations of the Board. The Board's recommendation is set forth together with the description of each item in this proxy statement. In summary, the Board recommends a vote:

- for the election of two directors to hold office until the 2015 Annual Meeting of Stockholders (see Proposal 1);
- for ratification of the selection of KPMG LLP as the independent registered public accounting firm for TiVo for the fiscal year ending January 31, 2013 (see Proposal 2);
- for approval of a two-year request to reserve an additional 7,000,000 shares of our common stock for issuance pursuant to the Amended & Restated 2008 Equity Incentive Award Plan (see Proposal 3);
- for approval to reserve an additional 1,500,000 shares of our common stock for issuance pursuant to the Employee Stock Purchase Plan (see Proposal 4); and
- for approval on a non-binding, advisory basis of the compensation of our named executive officers as disclosed in this proxy statement pursuant to the compensation disclosure rules of the Securities and Exchange Commission ("Say-on-Pay") (see Proposal 5).

With respect to any other business that properly comes before the meeting, the proxy holders will vote as recommended by the Board or, if no recommendation is given, in their own discretion.

What vote is required to approve each item?

All votes will be tabulated by the Inspector of Elections appointed for the meeting, who will separately tabulate affirmative and negative votes, abstentions, and broker non-votes. Any proxy which is returned using the form of proxy enclosed and which is not marked as to a particular item will be voted in accordance with the recommendations of the Board. With respect to any other business that properly comes before the meeting, the proxy holders will vote as recommended by the Board or, if no recommendation is given, in their own discretion, as the case may be with respect to the item not marked.

Election of Directors. The affirmative vote of a plurality of the votes of the shares presented in person or represented by proxy at the meeting and entitled to vote is required for the election of directors. A properly executed proxy marked “Withhold authority” with respect to the election of one or more directors, and any broker non-votes, will not be voted with respect to the director or directors indicated, although it will be counted for purposes of determining whether there is a quorum.

Ratification of the Selection of Independent Registered Public Accounting Firm. The affirmative vote of the majority of the shares of common stock entitled to vote and represented, in person or by proxy, at the meeting is necessary to ratify the section of KPMG LLP as the independent registered public accounting firm for TiVo for the fiscal year ending January 31, 2013. A properly executed proxy marked “Abstain” with respect to the ratification of the section of the independent registered public accounting firm will have the same effect as a vote against the proposal. Broker non-votes will not be counted as shares present and entitled to vote on the proposal, although they will be counted for purposes of determining whether there is a quorum.

Approval to Reserve Additional Shares Pursuant to the Amended & Restated 2008 Equity Incentive Award Plan. The affirmative vote of a majority of the shares of common stock entitled to vote and represented, in person or by proxy, at the meeting is required to approve the reservation of 7,000,000 additional shares of our common stock for issuance pursuant to the Amended & Restated 2008 Equity Incentive Award Plan (the “2008 Equity Incentive Award Plan”). A properly executed proxy marked “Abstain” with respect to the reservation of additional shares for the 2008 Equity Incentive Award Plan will have the same effect as a vote against the proposal. Broker non-votes will not be counted as shares present and entitled to vote on the proposal, although they will be counted for purposes of determining whether

there is a quorum.

Approval to Reserve Additional Shares Pursuant to the Employee Stock Purchase Plan. The affirmative vote of a majority of the shares of common stock entitled to vote and represented, in person or by proxy, at the meeting is required to approve the reservation of 1,500,000 additional shares of our common stock for issuance pursuant to the Employee Stock Purchase Plan. A properly executed proxy marked “Abstain” with respect to the reservation of additional shares for the Employee Stock Purchase Plan will have the same effect as a vote against the proposal. Broker non-votes will not be counted as shares present and entitled to vote on the proposal, although they will be counted for purposes of determining whether there is a quorum.

Advisory Vote on the Compensation of Named Executive Officers. The affirmative vote of a majority of the shares of common stock entitled to vote and represented, in person or by proxy, at the meeting is necessary to approve, on an advisory basis, the compensation of our named executive officers as disclosed in this proxy statement pursuant to the compensation disclosure rules of the Securities Exchange Commission ("Say-on-Pay"). Because your vote is advisory, it will not be binding on the Board, the Compensation Committee or the Company. However, the Board will review the voting results and take them into consideration when making future decisions about executive compensation. A properly executed proxy marked “Abstain” with respect to the Say-on-Pay proposal will have the same effect as a vote against the proposal. Broker non-votes will not be counted as shares present and entitled to vote on the proposal, although they will be counted for purposes of determining whether there is a quorum.

Other Items. For each other item, the affirmative vote of the holders of a majority of the shares represented in person or by proxy and entitled to vote on the item will be required for approval at a meeting at which a quorum is present as required under Delaware law for approval of proposals presented to stockholders. A properly executed proxy marked “Abstain” with respect to such matter will have the same effect as a vote against the proposal. Broker non-votes will not be counted as shares present and entitled to vote on the proposal, although they will be counted for purposes of determining whether there is a quorum. If you hold your shares in “street name” through a broker or other nominee, your broker or nominee may not be permitted to exercise voting discretion with respect to some of the matters to be acted upon. Thus, if you do not give your broker or nominee specific instructions, your shares may not be voted on those matters and will not be counted in determining the number of shares necessary for approval. Share represented by such “broker non-votes” will, however, be counted in determining whether there is a quorum.

In the past, if you held your shares in street name and you did not indicate how you wanted to vote those shares in the election of directors, your bank or broker was allowed to vote those shares on your behalf as they felt appropriate. Due to recent regulations changes, your bank or broker no longer has the ability to vote your uninstructed shares in the election of directors on a discretionary basis. Broker non-votes will not be counted as votes cast for or against the election of directors and will have no effect on the result of the vote.

There is no statutory or contractual right of appraisal or similar remedy available to those stockholders who dissent from any matter to be acted upon.

Who pays for the solicitation of proxies?

We will bear the entire cost of solicitation of proxies including preparation, assembly, printing, and mailing of this proxy statement, the proxy card, and any additional information furnished to stockholders. Copies of solicitation materials will be furnished to banks, brokerage houses, fiduciaries, and custodians holding in their names shares of common stock beneficially owned by others to forward to such beneficial owners. We may reimburse persons representing beneficial owners of common stock for their costs of forwarding solicitation materials to such beneficial owners. Original solicitation of proxies by mail may be supplemented by telephone, facsimile, e-mail, or personal solicitation by our directors, officers, or other regular employees. No additional compensation will be paid to our directors, officers, or other regular employees for such services.

In addition, we have retained MacKenzie Partners, Inc., 105 Madison Avenue, New York, NY, 10016, to aid in the solicitation of proxies by mail, telephone, facsimile, e-mail and personal solicitation and to contact brokerage houses and other nominees, fiduciaries and custodians to request that such entities forward soliciting materials to beneficial owners of our common stock. For these services, we will pay MacKenzie Partners, Inc. a fee of $30,000, plus expenses.

Is my vote confidential?

Proxies, ballots, and voting tabulations are handled on a confidential basis to protect your voting privacy. Information will not be disclosed except as required by law.

How do I find out the voting results?

Preliminary voting results will be announced at the meeting and final voting results will be published in our Current Report on Form 8-K within four business days following the annual meeting. We will file this current report with the Securities and Exchange Commission ("SEC"). After the Form 8-K is filed, you may obtain a copy by:

- visiting our website; or
- contacting our Investor Relations department at (408) 519-9677.

Important Notice Regarding the Availability of Proxy Materials for the Shareholder Meeting To Be Held on August 1, 2012.

This Proxy Statement and the 2012 Form 10-K are available on the Internet at: http://www.tivo.com/2012proxy.

PROPOSAL 1
ELECTION OF CLASS I DIRECTORS

Our Amended & Restated Certificate of Incorporation and Amended and Restated Bylaws provide that the Board of Directors shall be divided into three classes, with each class having a three-year term. Unless the Board determines that vacancies or newly created directorships shall be filled by stockholders, vacancies and newly created directorships on the Board may be filled only by persons elected by a majority of the remaining directors. A director elected by the Board to fill a vacancy (including a vacancy created by an increase in the number of directors) shall serve for the remainder of the full term of the class of directors in which the vacancy occurred and until such director's successor is elected and qualified.

The Board has selected two Class I director nominees to be re-elected at the 2012 Annual Meeting of Stockholders. Both of the nominees for election to this class are currently directors of TiVo. The term of office of each person elected as a director at this meeting will continue until the 2015 Annual Meeting or until the director's successor has been duly elected or appointed and qualified, or until such director's earlier death, resignation, or removal.

Directors are elected by a plurality of the votes present in person or represented by proxy and entitled to vote at the meeting. Shares represented by executed proxies will be voted, if authority to do so is not withheld, for the election of the two nominees named below. In the event that any nominee should be unavailable for election as a result of an unexpected occurrence, such shares will be voted for the election of such substitute nominee as the Board may propose. Each person nominated for election has agreed to serve if elected, and management and the Board have no reason to believe that any nominee will be unable to serve. There are no family relationships among any of the directors, director nominees, or executive officers of TiVo.

The names of the nominees, their ages as of May 1, 2012 and certain other information about them are set forth below:

Peter Aquino

Age:	51
Director Since:	2010
Class/Expiration:	Class I / 2012
Committee:	Audit Committee; Compensation Committee.
Principal Occupation:	Chairman, Chief Executive Officer and President of Primus Telecommunications Group, Incorporated (PMUG.OB on OTC BB), an integrated facilities-based communications services provider, since November 2010; President and Chief Executive Officer of RCN Corporation, an all digital cable television service provider, from December 2004 to August 2010.
Other Directorships:	Primus Telecommunications, Inc. since November 2010.
Qualifications:	Mr. Aquino's qualifications for election to our Board include his leadership skills and years of executive experience working in the cable and telecommunications business. Under Mr. Aquino's leadership, RCN was built into an all digital HDTV cable MSO in five major cities, launched one of the first TiVo/MSO partnerships, and created an advanced fiber-based commercial network through organic and acquisition strategies. Mr. Aquino led the company from emergence of bankruptcy to an ultimate sale in 2010. Prior to joining RCN, Mr. Aquino was Senior Managing Director of Communications Technology Advisors LLC, focused on restructuring telecom and media companies from 2001 to 2004. Prior to that, Mr. Aquino was the COO of the first triple play companies in Latin America - designing, building, and operating an integrated cable TV and CLEC throughout nine major cities in Venezuela from 1995 and 2000. Mr. Aquino began his career at Bell Atlantic (now Verizon) in 1983 and has over 25 years of telecom/cable operating experience. Mr. Aquino currently serves as a director of United Way of America and is a graduate of Montclair State College and has an MBA from George Washington University.

Thomas Wolzien Age:	65
Director Since:	2007
Class/Expiration:	Class I/2012
Committee:	Lead Independent Director; Nominating and Governance Committee, Chair; Audit Committee; and Strategy Committee.
Principal Occupation:	Chairman of Wolzien LLC, a provider of consulting and advisory services to leading companies in the media and communications industries, since July 2005; prior to July 2005 Senior Media Analyst (sell-side) at Sanford C. Bernstein & Co., LLC, the sell-side research unit of AllianceBernstein L.P.
Other Directorships:	None.
Qualifications:	Mr. Wolzien's qualifications for election to the Board include his leadership skills and lengthy service in the broadcasting industry and as a sell-side media analyst, his experience providing consulting and advisory services to leading companies in the media and communications industries as Chairman of Wolzien LLC, as an independent inventor with multiple patents in media and interactive television, as well as his participation on our Board including as Lead Independent Director, the Audit Committee, the Nominating and Governance Committee, Technology Advisory Committee, and the Strategy Committee.

THE BOARD OF DIRECTORS RECOMMENDS
A VOTE IN FAVOR OF EACH NAMED NOMINEE IN PROPOSAL 1

DIRECTORS NOT STANDING FOR ELECTION WHOSE TERMS DO NOT EXPIRE IN 2012

The members of the Board whose terms do not expire at the 2012 Annual Meeting and who are not standing for election at this year's Annual Meeting are set forth below:

William Cella

Age:	62
Director Since:	2009
Class/Expiration:	Class II/2013
Committee:	Compensation Committee.
Principal Occupation:	Chairman and Chief Executive Officer of The Cella Group LLC, a media, marketing and sales consulting firm, since March 2008; from July 2002 until March 2008 Chairman and Chief Executive Officer of MAGNA Global Worldwide, a unique media negotiation, research and programming unit of the Interpublic Group of Companies.
Other Directorships:	Crown Media Holdings, Inc. (NASDAQ GM: CRWN).
Qualifications:	Mr. Cella's qualifications for election to our Board include his leadership skills and years of experience in media negotiation, programming creation and branded content reflected in his extensive experience in network, cable and syndicated television, including being inducted into the Broadcasting and Cable Hall of Fame in 2007, as well as his participation on our Board and on our Compensation Committee.

Jeffrey T. Hinson

Age:	57
Director Since:	2007
Class/Expiration:	Class II/2013
Committee:	Audit Committee, Chair; Strategy Committee.
Principal Occupation:	President of YouPlus Media, L.L.C., an online media consulting company, since June 2009; President and CEO of Border Media Partners from July 2007 to July 2009; Financial Consultant from January 2006 until June 2007; Executive Vice President and Chief Financial Officer of Univision Communications, a Spanish language media company, from March 2004 to June 2005 and consultant to Univision Communications from June 2005 until December 2005; Senior Vice President and Chief Financial Officer of Univision Radio, the radio division of Univision Communications, from September 2003 to March 2004.
Other Directorships:	Live Nation Entertainment (NYSE: LYV); Windstream Corporation (NYSE: WIN); Ares Commercial Real Estate Corporation (NYSE: ACRE).
Qualifications:	Mr. Hinson's qualifications for service on the Board include his extensive financial and accounting experience. Through his current service on the audit committees of three public companies and his prior service as a chief financial officer of two public companies, Mr. Hinson has deep experience in overseeing financial reporting processes, internal accounting and financial controls, independent auditor engagements, and the other functions of an audit committee of a public company. The Board has also determined that Mr. Hinson qualifies as an “audit committee financial expert,” as defined by the rules of the Securities and Exchange Commission (“SEC”). Additionally, the Board values Mr. Hinson's experience as a board member on other telecommunications and media industry boards as well as his continued role as member of our Board, our Strategy Committee, and Chairman of our Audit Committee.

Thomas Rogers

Age:	57
Director Since:	2003
Class/Expiration:	Class III/2014
Committee:	None
Principal Occupation:	President and Chief Executive Officer, TiVo Inc. since July 2005; Vice Chairman of TiVo from October 2004 to July 2005; Chairman of TRget Media, a media industry investment and operations advisory firm, from July 2003 to present; Senior Operating Executive for media and entertainment for large private equity firm Cerberus Capital Management from 2004 until July 2005; Chairman of the Board of Teleglobe International Holdings, Ltd. (NASDAQ:TLGB), a provider of international voice, data, internet, and mobile roaming services, from November 2004 to February 2006; Chairman and CEO of Primedia, Inc. (NYSE:PRM), a print, video, and online media company, from October 1999 until April 2003;, and President of NBC Cable and Executive Vice President, among other positions, at National Broadcasting Company, Inc., a television broadcast company, from January 1987 until October 1999.
Other Directorships:	Vice Chairman (previously, Acting Chairman) of the Board of SuperMedia, formerly Idearc Inc., which filed for bankruptcy in 2009 (NYSE: SPMD) since November 2006; formerly Chairman of the Board of Teleglobe International Holdings, Ltd. (NASDAQ: TLGB) from November 2004 to February 2006; formerly Chairman of the Board and Chief Executive Officer of Primedia, Inc. (NYSE:PRM), a print, video, and online media company, from October 1999 to April 2003.
Qualifications:	Mr. Rogers's qualifications for service on the Board include his extensive leadership and business experience as exemplified by his years of experience as a senior executive in the media, entertainment and technology industries including with Primedia, NBC (including his role in the founding of CNBC and MSNBC), and Cerberus Capital Management as a senior operating executive for media and entertainment as well as his in-depth knowledge of TiVo's business, strategy and management team, and his participation on our Board and other public company boards.

J. Heidi Roizen

Age:	54
Director Since:	2009
Class/Expiration:	Class III/2014
Committee:	Compensation Committee, Chair; Nominating and Governance Committee; and Strategy Committee.
Principal Occupation:	Venture Partner at venture capital firm Draper Fisher Jurvetson since February 2012; Professor, Technology Ventures Program at Stanford University's Management Science and Engineering Department since January 2011; Chief Executive Officer, Skinny Little Things LLC (SkinnySongs), a motivational music company, since January 2008; from 1997 to 2007, Managing Director of Mobius Venture Capital, a technology venture fund with $2 billion under management.
Other Directorships:	Yellow Pages Group (TSX YLO.UN) of Montreal, Canada from August 2009 until May 2011; formerly on the board of Online Resources, Inc. (NASDAQ: ORCC) from July 2008 to May 2009; Prysm, Inc., a private company, since March 2011.
Qualifications:	Ms. Roizen's qualifications for service on the Board include her leadership skills gained from her experience as a CEO of a consumer software company and a media company as well as leadership roles in leading trade associations in the venture and software industries, her business experience working with high growth technology companies, including as an executive at Apple leading developer relations initiatives, as an entrepreneur, and as a venture capital investor, as well as her participation on public company boards, including our Board and her role as Chair of the Compensation Committee and membership on the Nominating and Corporate Governance Committee and Strategy Comittee.

David Yoiffe

Age:	57
Director Since:	2011
Class/Expiration:	Class III/2014
Committee:	None.
Principal Occupation:	Max and Doris Starr Professor of International Business Administration at Harvard Business School, where he has taught since 1981, and also currently serves as Senior Associate Dean and Chair of Executive Education. Dr. Yoffie previously served as Chairman of Harvard Business School's Strategy department from 1997 to 2002, Chairman of the Advanced Management Program from 1999 to 2002, and has chaired Harvard's Young Presidents' Organization from 2004 to 2012, and now chairs Harvard's World President's Organization program.
Other Directorships:	Intel Corporation (NASDAQ:INTC) since 1989; Financial Engines, Inc. (NASDAQ:FNGN) since June 2011; formerly on the board of Charles Schwab Corporation (NYSE:SCHW) until 2007.
Qualifications:	Dr. Yoffie's qualifications for service on our Board include his more than 30 years as a scholar and educator in the field of international business administration at Harvard University. Dr. Yoffie has significant experience and knowledge regarding the development of successful international business technology enterprises. His participation on other public company boards, including as the longest serving director of Intel, provides significant cross-board experience.

CORPORATE GOVERNANCE

CORPORATE GOVERNANCE GUIDELINES; LEAD INDEPENDENT DIRECTOR

For purposes of this discussion, a United States Holder means a beneficial owner of a note other than a partnership that is, or is treated as, for United States federal income tax purposes:

a citizen or individual resident of the United States;

a corporation, or other entity taxable as a corporation for United States federal income tax purposes, created or organized in or under the laws of the United States or of any political subdivision thereof;

an estate whose income is subject to United States federal income tax on a net basis with respect to its worldwide income; or

a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States fiduciaries have the authority to control all substantial decisions of the trust or (ii) the trust has a valid election in effect under applicable United States Treasury regulations to be treated as a United States person.

A Non-United States Holder means a beneficial owner of a note that is not a partnership and that is not a United States Holder.

If a partnership (including any entity treated as a partnership or other pass through entity for United States federal income tax purposes) is a holder of a note, the United States federal income tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. Such persons should consult their own tax advisors as to the particular United States federal income tax consequences to them.

This summary does not discuss the particular United States federal income tax consequences that may be relevant to a holder in light of such holder s particular circumstances or if such holder is subject to special rules under United States federal income tax laws. Special rules apply, for example, to:

some financial institutions;

insurance companies;

tax-exempt organizations;

brokers or dealers in securities or foreign currencies;

persons holding securities as part of a hedge, straddle or integrated transaction;

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United States Holders whose functional currency is not the United States dollar;

United States expatriates; or

persons subject to the alternative minimum tax.

This discussion does not address the tax consequences to Non-United States Holders that are subject to United States federal income tax on a net basis on income realized with respect to a note because such income is effectively connected with the conduct of a United States trade or business. Such holders are generally taxed in a similar manner to United States Holders; although certain special rules apply.

Prospective investors are advised to consult their own tax advisors with respect to the application of the U.S. federal income tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

United States Federal Tax Consequences to United States Holders

Payments of Interest

Interest paid on a note generally will be taxable to a United States Holder as ordinary interest income at the time it accrues or is received, in accordance with the United States Holder s method of accounting for United States federal income tax purposes. If the stated redemption price at maturity of a note exceeds the issue price of such note by more than a *de minimis* amount (as explained below), such note will be deemed to have original issue discount (OID). The issue price of a note will be the first price at which a substantial amount of the notes is sold to the public (i.e., excluding sales to any agent, wholesaler or similar person), and the stated redemption price at maturity of a note is its principal amount. However, a note will not be deemed to have OID if its stated redemption price at maturity exceeds its issue price by less than a *de minimis* amount equal to one-fourth of one percent (0.25%) of its stated redemption price at maturity, multiplied by the number of full years to its maturity. If a note meets this *de minimis* exception, a United States Holder of that note is generally required to include the *de minimis* OID amount in income (as capital gain), as principal payments are made on the note, unless the United States Holder elects to apply the constant yield method that otherwise applies to an instrument with more than *de minimis* OID. If the OID on a note is more than *de minimis*, a United States Holder will be required to include the OID in income for United States federal income tax purposes as it accrues, in accordance with a constant yield method based on interest compounding and in advance of the cash payments attributable to the income. Since the issue price of the notes is expected to be at par or within the *de minimis* exception, it is expected, and the rest of this disclosure assumes, that the notes should not be considered to have OID.

In certain circumstances (i.e., optional redemption or the exercise of the change of control put), we may pay amounts in excess of stated interest or principal on the notes or pay amounts other than stated interest prior to maturity of the notes. The potential to make such payments may implicate the provisions of United States Treasury Regulations relating to contingent payment debt instruments. If the notes were deemed to be contingent payment debt instruments, a United States Holder might be required to accrue income on the holder s notes in excess of stated interest, and would be required to treat as ordinary income, rather than capital gain, any gain realized on the taxable disposition of a note before the resolution of the contingencies. Under the applicable United States Treasury Regulations, the possibility that we may pay such excess amounts in the event of an optional redemption will not result in the notes being deemed to be contingent payment debt instruments. Under the applicable United States Treasury Regulations, the possibility that we may pay such excess amounts upon exercise of a change of control put will not cause the notes to be treated as

contingent payment debt instruments if there is

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only a remote chance as of the date the notes were issued that such payments will be made. We believe that the likelihood that we will be obligated to make any such change of control put payments is remote. Therefore, we do not intend to treat the notes as subject to the contingent payment debt rules. Our determination is binding on a United States Holder unless such holder discloses its contrary position to the Internal Revenue Service (IRS) in the manner required by applicable United States Treasury Regulations. Our determination is not, however, binding on the IRS, and if the IRS were to challenge this determination, the tax consequences to a holder could differ materially and adversely from those discussed herein. In the event such a contingency were to occur, it would affect the amount and timing of the income recognized by a United States Holder. The remainder of this disclosure assumes that the notes will not be treated as contingent payment debt instruments.

Sale, Exchange or Retirement of the Notes

Upon the sale, exchange, retirement or other taxable disposition of a note, a United States Holder generally will recognize taxable gain or loss equal to the difference, if any, between (i) the sum of the cash plus the fair market value of all other property received on the sale, exchange, retirement or other disposition and (ii) the United States Holder s adjusted tax basis in the note. A United States Holder s adjusted tax basis in a note will equal the cost of the note to the United States Holder and increased by any *de minimis* OID previously included in income under the election described above under Payments of interest. For these purposes, the amount realized does not include any amount attributable to accrued but unpaid interest. Amounts attributable to accrued but unpaid interest are treated as interest as described under Payments of interest above.

Gain or loss recognized on the sale, exchange, retirement or other disposition of a note will generally be capital gain or loss and will be long-term capital gain or loss if at the time of sale, exchange, retirement or other disposition the note has been held for more than one year. Long-term capital gains of non-corporate holders are eligible for reduced rates of taxation. For corporate holders, all capital gains are currently subject to U.S. federal income tax at the same rate. The deductibility of any capital losses is subject to limitations.

Backup Withholding and Information Reporting

A United States Holder generally will be subject to United States backup withholding at the applicable rate with respect to interest, principal or redemption premium, if any, paid on a note, and the proceeds from the sale, exchange, retirement or other disposition of a note, if the United States Holder fails to provide its taxpayer identification number to the paying agent and comply with certain certification procedures or otherwise establish an exemption from backup withholding. In addition, the payments of interest, principal, or redemption premium to, and the proceeds of a sale, exchange, retirement or other disposition by, a United States Holder that is not an exempt recipient generally will be subject to information reporting requirements. The amount of any backup withholding from a payment to a United States Holder will be allowed as a credit against the United States Holder s United States federal income tax liability and may entitle the United States Holder to a refund, provided that the required information is timely furnished to the IRS.

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United States Federal Tax Consequences to Non-United States Holders

Payments of Interest

Subject to the discussion below concerning backup withholding, interest paid on a note to a Non-United States Holder that is not engaged in a trade or business in the United States generally will not be subject to United States federal income or withholding tax provided that:

- the Non-United States Holder does not own, actually or constructively, 10 percent or more of the total combined voting power of all classes of our stock entitled to vote;
- the Non-United States Holder is not a controlled foreign corporation related, directly or indirectly, to us through stock ownership;
- the Non-United States Holder is not a bank receiving certain types of interest; and
- either
  - the Non-United States Holder certifies under penalties of perjury on IRS Form W-8BEN or W-8BEN-E as applicable (or a suitable substitute form) that it is not a United States person as defined in the Internal Revenue Code, and provides its name and address, or
  - a securities clearing organization, bank, or other financial institution that holds customers securities in the ordinary course of its trade or business and holds the securities on behalf of the Non-United States Holder certifies under penalties of perjury that such a statement has been received from the Non-United States Holder and furnishes a copy to us.

Interest paid to a Non-United States Holder that is not engaged in a trade or business in the United States and does not satisfy the conditions described above will be subject to United States withholding tax at a rate of 30 percent, unless an income tax treaty applies to reduce or eliminate withholding and the Non-United States Holder provides us with a properly executed IRS Form W-8BEN or W-8BEN-E as applicable (or suitable substitute form) claiming the exemption or reduction in withholding.

Sale, Exchange or Retirement of the Notes

Subject to the discussion below concerning backup withholding, any gain realized by a Non-United States Holder that is not engaged in a trade or business in the United States on the sale, exchange, retirement or other disposition of a note generally will not be subject to United States federal income tax unless the Non-United States Holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are met.

Backup Withholding and Information Reporting

Information returns will be filed with the IRS in connection with payments of interest on the notes. Unless the Non-United States Holder complies with certification procedures to establish that it is not a United States person, information returns may be filed with the IRS in connection with any payment of proceeds from a sale or other disposition of a note and the Non-United States Holder may be subject to United States backup withholding on payments on the note or on the proceeds from a

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sale or other disposition of the note. The certification procedures required to claim the exemption from withholding tax on interest described above will satisfy the certification requirements necessary to avoid backup withholding as well. The amount of any backup withholding from a payment to a Non-United States Holder will be allowed as a credit against the Non-United States Holder s United States federal income tax liability and may entitle the Non-United States Holder to a refund, provided that the required information is timely furnished to the IRS.

Estate Tax

Subject to benefits provided by an applicable estate tax treaty, a note held by an individual who at the time of death is not a citizen or resident of the United States (as specifically defined for United States federal estate tax purposes) may be subject to United States federal estate tax upon the individual s death unless, at such time:

- the individual does not own, actually or constructively, 10 percent or more of the total combined voting power of all classes of our stock entitled to vote; and
- the income on the note is not effectively connected to the conduct by such individual of a trade or business in the United States.

Medicare Tax on Investment Income

For taxable years beginning after December 31, 2012, a 3.8 percent Medicare tax is generally imposed with respect to net investment income above a certain threshold of certain United States citizens and residents, and on the undistributed net investment income of certain estates and trusts. Among other things, net investment income generally includes gross income from interest on, and net gains from the disposition of the notes, less certain deductions. Holders are urged to consult their tax advisors with respect to the tax consequences of this legislation.

Foreign Account Tax Compliance

The Foreign Account Tax Compliance Act (FATCA) imposes a withholding tax of 30% on interest income from, and, after December 31, 2016, the gross proceeds from a disposition of, debt instruments issued by U.S. persons, paid to certain foreign entities unless various information reporting and diligence requirements are satisfied. This would generally apply in the case of such debt instruments held through intermediaries that do not agree to satisfy such diligence and information reporting requirements. Foreign entities located in jurisdictions that have entered into an intergovernmental agreement with the United States governing FATCA may be subject to different rules. Holders should consult their tax advisors regarding the possible implications of FATCA on their ownership and disposition of the notes.

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UNDERWRITING

We and Goldman, Sachs & Co., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, the representatives for the underwriters for the offering named below, have entered into an underwriting agreement with respect to the notes. Subject to certain conditions, each underwriter has severally agreed to purchase the principal amount of notes indicated in the following table.

Underwriters	Principal Amount of 2020 Notes	Principal Amount of 2025 Notes
Goldman, Sachs & Co.	$ 75,000,000	$ 75,000,000
J.P. Morgan Securities LLC	75,000,000	75,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	75,000,000	75,000,000
BMO Capital Markets Corp.	7,500,000	7,500,000
BNY Mellon Capital Markets, LLC	7,500,000	7,500,000
Citigroup Global Markets Inc.	7,500,000	7,500,000
Deutsche Bank Securities Inc.	7,500,000	7,500,000
PNC Capital Markets LLC	7,500,000	7,500,000
U.S. Bancorp Investments, Inc.	7,500,000	7,500,000
Wells Fargo Securities, LLC	7,500,000	7,500,000
The Williams Capital Group, L.P.	7,500,000	7,500,000
Comerica Securities, Inc.	3,750,000	3,750,000
ING Financial Markets LLC	3,750,000	3,750,000
Lloyds Securities Inc.	3,750,000	3,750,000
TD Securities (USA) LLC	3,750,000	3,750,000
Total	$ 300,000,000	$ 300,000,000

The underwriters are committed to take and pay for all of the notes being offered, if any are taken.

We have been advised by the underwriters that notes sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus supplement and that any notes sold by the underwriters to securities dealers may be sold at a discount from the initial public offering price of up to 0.350% of the principal amount in the case of the 2020 notes and 0.400% of the principal amount in the case of the 2025 notes. Any of those securities dealers may resell any notes purchased from the underwriters to certain other brokers or dealers at a discount from the initial public offering price of up to 0.400% of the principal amount in the case of the 2020 notes and 0.250% of the principal amount in the case of the 2025 notes. If all the notes are not sold at the initial offering price, the underwriters may change the offering prices and the other selling terms. The offering of the notes by the underwriters is subject to receipt and acceptance and subject to the underwriters right to reject any order in whole or in part.

The notes are new issues of securities with no established trading markets. We have been advised by the underwriters that the underwriters intend to make markets in the notes but are not obligated to do so and may discontinue market-making at any time without notice. No assurance can be given as to the liquidity of the trading market for the

notes.

In connection with the offering, the underwriters may purchase and sell notes in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover

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positions created by short sales. Short sales involve the sale by the underwriters of a greater number of notes than they are required to purchase in the offering. Stabilizing transactions consist of certain bids or purchases made for the purpose of preventing or retarding a decline in the market price of the notes while the offering is in progress.

The underwriters also may impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased notes sold by or for the account of that underwriter in stabilizing or short-covering transactions.

These activities by the underwriters, as well as other purchases by the underwriters for their own accounts, may stabilize, maintain or otherwise affect the market prices of the notes. As a result, the prices of the notes may be higher than the prices that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by the underwriters at any time. These transactions may be effected in the over-the-counter market or otherwise.

We estimate that our share of the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately $1.4 million.

We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended.

Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory, corporate trust, commercial banking and investment banking services for us, for which they received or will receive customary fees and expenses. Certain affiliates of the underwriters are lenders under our credit facilities.

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. If any of the underwriters or their affiliates have a lending relationship with us, certain of those underwriters or their affiliates routinely hedge, and certain other of those underwriters or their affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, these underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the notes offered hereby. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Selling Restrictions

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State), each underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the Relevant Implementation Date) it has not made and will not make an offer of notes to the public with respect to the notes which are the subject of the offering

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contemplated by this prospectus supplement and the accompanying prospectus in that Relevant Member State other than:

to any legal entity which is a qualified investor as defined in the Prospectus Directive;

to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the representatives for any such offer; or

in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of notes referred to in (a) - (c) above shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive. For the purposes of the above, the expression an offer of notes to the public in relation to any notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to decide to purchase or subscribe the notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State.

This prospectus supplement and accompanying prospectus have been prepared on the basis that any offer of notes in any Relevant Member State will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of notes. Accordingly any person making or intending to make an offer in that Relevant Member State of notes which are the subject of the offering contemplated in this prospectus supplement and the accompanying prospectus may only do so in circumstances in which no obligation arises for us or any of the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Directive, in each case, in relation to such offer. Neither we nor the underwriters have authorized, nor do we or they authorize, the making of any offer of notes in circumstances in which an obligation arises for us or the underwriters to publish a prospectus for such offer.

The expression Prospectus Directive means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression 2010 PD Amending Directive means Directive 2010/73/EU.

United Kingdom

This prospectus supplement and the accompanying prospectus are only being distributed to, and are only directed at, (1) persons who are outside the United Kingdom or (2) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the Order) or (3) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (each such person being referred to as a relevant person). The notes are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire the notes will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this prospectus supplement or the accompanying prospectus or any of their contents.

Each underwriter has represented and agreed that:

it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment

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activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the FSMA) in connection with the issue or sale of the notes in circumstances in which Section 21(1) of the FSMA does not apply to us; and

it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the notes in, from or otherwise involving the United Kingdom.

Hong Kong

The notes may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong), or (ii) to professional investors within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a prospectus within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong) and no advertisement, invitation or document relating to the notes may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to notes which are or are intended to be disposed of only to persons outside Hong Kong or only to professional investors within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Japan

The notes offered in this prospectus supplement have not been registered under the Securities and Exchange Law of Japan. The notes have not been offered or sold and will not be offered or sold, directly or indirectly, in Japan or to or for the account of any resident of Japan, except (i) pursuant to an exemption from the registration requirements of the Securities and Exchange Law and (ii) in compliance with any other applicable requirements of Japanese law.

Singapore

This prospectus supplement and the accompanying prospectus have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus supplement and the accompanying prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the notes may not be circulated or distributed, nor may the notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the SFA), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to compliance with conditions set forth in the SFA.

Where the notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

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a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

shares, debentures and units of shares and debentures of that corporation or the beneficiaries rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the notes pursuant to an offer made under Section 275 of the SFA except

to an institutional investor (for corporations, under Section 274 of the SFA) or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than S$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions specified in Section 275 of the SFA;

where no consideration is or will be given for the transfer; or

where the transfer is by operation of law.

VALIDITY OF THE NOTES

The validity of the debt securities offered by this prospectus supplement and the accompanying prospectus has been passed on for us by Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, New York 10019, and for the underwriters by Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017.

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Prospectus

Rockwell Automation, Inc.

Debt Securities

We may offer from time to time, in one or more offerings, debt securities. This prospectus describes the general terms of these securities and the general manner in which we will offer them. We will provide the specific terms of these securities in supplements to this prospectus. The prospectus supplements will also describe the specific manner in which we will offer these securities and may also supplement, update or amend information contained in this prospectus. You should read this prospectus and the applicable prospectus supplements carefully before you invest.

We may sell these securities directly, through agents, dealers or underwriters as designated from time to time, or through a combination of these methods. We reserve the sole right to accept, and together with any agents, dealers and underwriters, reserve the right to reject, in whole or in part, any proposed purchase of securities. If any agents, dealers or underwriters are involved in the sale of any securities, the applicable prospectus supplement will set forth their names and any applicable commissions or discounts. Our net proceeds from the sale of securities also will be set forth in the applicable prospectus supplement.

Investing in these securities involves certain risks. See Item 1A. Risk Factors in our Annual Report on Form 10-K for the year ended September 30, 2014, which is incorporated by reference in this prospectus, for a discussion of the factors you should carefully consider before you decide to purchase these securities.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined that this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

February 11, 2015

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Prospectus

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ABOUT THIS PROSPECTUS

This prospectus is part of a shelf registration statement that we have filed with the Securities and Exchange Commission (the SEC). By using a shelf registration statement, we may sell, at any time and from time to time, in one or more offerings, the debt securities described in this prospectus.

This prospectus only provides you with a general description of the securities we may offer. Each time we sell securities, we will provide a prospectus supplement that contains specific information about the terms of those securities. The prospectus supplement may also add, update or change information contained in this prospectus. You should read this prospectus and any applicable prospectus supplement together with the additional information described below under the headings Where You Can Find More Information and Information Incorporated by Reference .

You should rely only on the information contained in or incorporated by reference in this prospectus and in any applicable prospectus supplement. In the event the information set forth in a prospectus supplement differs in any way from the information set forth in this prospectus, you should rely on the information set forth in the prospectus supplement. We have not authorized anyone to provide you with different information. We are not making an offer of these securities in any jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus or any applicable prospectus supplement is accurate as of any date other than the date of the document. Our business, financial condition, results of operations and prospects may have changed since that date.

References in this prospectus to Rockwell , we , us and our are to Rockwell Automation, Inc.

THE COMPANY

We are a leading global provider of industrial automation power, control and information solutions that help manufacturers achieve a competitive advantage in their businesses. Our products and services are designed to meet our customers needs to reduce total cost of ownership, maximize asset utilization, improve time to market and reduce enterprise business risk. We continue the business founded as the Allen-Bradley Company in 1903. The privately-owned Allen-Bradley Company was a leading North American manufacturer of industrial automation equipment when the former Rockwell International Corporation (RIC) purchased it in 1985. We were incorporated in Delaware in connection with a tax-free reorganization completed on December 6, 1996, pursuant to which we divested our former aerospace and defense business to The Boeing Company. In the reorganization, RIC contributed all of its businesses, other than the aerospace and defense business, to us and distributed all of our capital stock to RIC s shareowners. Boeing then acquired RIC. RIC was incorporated in 1928.

Our principal executive offices are located at 1201 South Second Street, Milwaukee, Wisconsin 53204, and our telephone number at that location is (414) 382-2000.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information, including the registration statement of which this prospectus is a part and exhibits to the registration statement, with the SEC. Our SEC filings are available to the public from the SEC s web site at http://www.sec.gov. You may also read and copy any document we file at the SEC s public reference room in Washington, D.C. located at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may also obtain copies of any document we file at prescribed rates by writing to the Public Reference Section of the Securities and Exchange Commission at that address. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Information about us, including our SEC

filings, is also available on our website at http://www.rockwellautomation.com. The information contained on and linked from our Internet site is not incorporated by reference into this prospectus.

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You may also inspect reports, proxy statements and other information about us at the offices of The New York Stock Exchange at 20 Broad Street, New York, New York 10005.

INFORMATION INCORPORATED BY REFERENCE

The SEC allows us to incorporate by reference in this prospectus the information in other documents that we file with the SEC, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus, and information in documents that we file later with the SEC will automatically update and supersede information contained in documents filed earlier with the SEC or contained in this prospectus or a prospectus supplement. Any information so updated or superseded will not constitute a part of this prospectus, except as so updated or superseded. We incorporate by reference in this prospectus the documents listed below and any future filings that we may make with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended, prior to the termination of the offering under this prospectus:

Our Annual Report on Form 10-K for the year ended September 30, 2014;

Our Quarterly Report on Form 10-Q for the quarter ended December 31, 2014;

Our Current Report on Form 8-K dated February 6, 2015; and

All information in our proxy statement filed with the SEC on December 19, 2014 to the extent incorporated by reference in our Annual Report on Form 10-K for the year ended September 30, 2014.

Notwithstanding the foregoing, we are not incorporating any document or information furnished and not filed in accordance with SEC rules. You may obtain a copy of any or all of the documents incorporated by reference into this prospectus (not including exhibits to the documents unless the exhibits are specifically incorporated by reference into the documents) at no cost to you by writing or telephoning us at the following address:

Rockwell Automation, Inc.

1201 South Second Street

Milwaukee, Wisconsin 53204

Attention: Office of the Secretary

(414) 382-8499

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FORWARD-LOOKING STATEMENTS

This prospectus, prospectus supplements and the documents incorporated by reference into this prospectus contain statements (including certain projections and business trends) that are forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995. Words such as believe , estimate , project , plan , expect , antici will , intend and other similar expressions may identify forward-looking statements. Actual results may differ materially from those projected as a result of certain risks and uncertainties, many of which are beyond our control, including but not limited to:

- macroeconomic factors, including global and regional business conditions, the availability and cost of capital, commodity prices, the cyclical nature of our customers capital spending, sovereign debt concerns and currency exchange rates;
- laws, regulations and governmental policies affecting our activities in the countries where we do business;
- the successful development of advanced technologies and demand for and market acceptance of new and existing products;
- the availability, effectiveness and security of our information technology systems;
- competitive products, solutions and services and pricing pressures, and our ability to provide high quality products, solutions and services;
- a disruption of our business due to natural disasters, pandemics, acts of war, strikes, terrorism, social unrest or other causes;
- intellectual property infringement claims by others and the ability to protect our intellectual property;
- the uncertainty of claims by taxing authorities in the various jurisdictions where we do business;
- our ability to attract and retain qualified personnel;
- our ability to manage costs related to employee retirement and health care benefits;
- the uncertainties of litigation, including liabilities related to the safety and security of the products, solutions and services we sell;

our ability to manage and mitigate the risks associated with our solutions and services businesses;

a disruption of our distribution channels;

the availability and price of components and materials;

the successful integration and management of acquired businesses;

successful execution of our cost productivity and our globalization initiatives; and

other risks and uncertainties, including but not limited to those detailed from time to time in our SEC filings.

These forward-looking statements reflect our beliefs as of the date of filing this prospectus. We undertake no obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

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RATIO OF EARNINGS TO FIXED CHARGES

The following tables sets forth our ratio of earnings to fixed charges for each of the periods indicated.

	Three Months Ended December 31,	Fiscal Year Ended September 30,			
	2014	2014	2013	2012	2011	2010
Ratio of earnings to fixed charges[(1)]	10.2	10.0	8.9	8.9	8.1	5.6

(1) In computing the ratio of earnings to fixed charges, earnings are defined as income from continuing operations before income taxes and cumulative effect of accounting change, adjusted for minority interest in income or loss of subsidiaries, undistributed earnings of affiliates, and fixed charges exclusive of capitalized interest. Fixed charges consist of interest on borrowings and that portion of rentals deemed representative of the interest factor.

USE OF PROCEEDS

Unless otherwise specified in a prospectus supplement accompanying this prospectus, we anticipate that the net proceeds from the sale of the securities offered by this prospectus will be used for general corporate purposes. General corporate purposes may include repayment of debt, acquisitions, investments, additions to working capital, share repurchases, capital expenditures and advances to or investments in our subsidiaries. Net proceeds may be temporarily invested before use.

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DESCRIPTION OF DEBT SECURITIES

The debt securities offered by this prospectus may be issued under an indenture dated as of December 1, 1996 between us and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A., as successor to Mellon Bank, N.A.), as trustee. We have summarized certain provisions of the indenture below. The summary is not complete and is qualified in its entirety by reference to the indenture. The indenture has been incorporated by reference as an exhibit to the registration statement for these securities that we have filed with the SEC. In addition to the December 1, 1996 indenture described below, we may issue debt securities pursuant to another indenture or indentures to be entered into after the date of this prospectus. If we elect to issue debt securities under another indenture, we will file a copy of that indenture as an exhibit to the registration statement of which this prospectus is a part.

When we offer to sell a particular series of debt securities, we will describe the specific terms of the securities in a supplement to this prospectus. The prospectus supplement will also indicate whether the general terms and provisions described in this prospectus apply to a particular series of debt securities.

You should carefully read the summary below, the applicable prospectus supplements and the provisions of the indenture that may be important to you.

General

The indenture does not limit the amount of debt securities that we may issue. We may issue debt securities up to an aggregate principal amount as we may authorize from time to time in one or more series. Under the indenture, we may issue debt securities with terms different from those of debt securities that we have previously issued. We may issue additional amounts of a series of debt securities without the consent of the holders of that series. The different series of debt securities issued under the indenture may have different dates for payments, different rates of interest and be denominated in different currencies.

The applicable prospectus supplement will describe the terms of any series of debt securities being offered, including the following:

- the title of the debt securities;
- any limit on the aggregate principal amount of the debt securities and any limit on the aggregate principal amount of debt securities of a series;
- if other than U.S. dollars, the currency or currencies in which the debt securities are denominated or payable and the manner for determining the equivalent amount in U.S. dollars;
- the date or dates on which the principal of (and premium, if any, on) the debt securities will be payable, or the method used to determine or extend those dates;

any interest rate on the debt securities, any date from which interest will accrue, any interest payment dates and regular record dates for interest payments, or the method used to determine any of the foregoing, and the basis for calculating interest if other than a 360-day year of twelve 30-day months;

the place or places where payments on the debt securities will be payable, where the debt securities may be delivered for registration of transfer or exchange and where notices and demands may be served or published;

any provisions for redemption of the debt securities at our option;

any provisions that would obligate us to redeem or purchase the debt securities pursuant to any sinking fund or analogous provisions or at the option of a holder;

the denominations in which we will issue the debt securities, if other than $1,000 or any integral multiple thereof in the case of registered securities and $10,000 or any integral multiple thereof in the case of bearer securities;

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the portion of the principal amount of the debt securities that will be payable if the maturity of the debt securities is accelerated, if other than the principal amount;

whether we will issue the debt securities as registered securities, bearer securities or both, with or without coupons or both, and other terms with respect to bearer securities;

whether we will issue the debt securities in the form of global securities, the depositary for global securities and provisions for exchanging debt securities;

whether we will pay any additional amounts on the debt securities in respect of any tax, assessment or governmental charge and, if so, whether we will have the option to redeem the debt securities rather than pay those additional amounts;

any provision that would determine payments on the debt securities by reference to an index;

the person to whom we will pay any interest on the debt securities, if other than the person in whose name the debt securities are registered on the regular record date;

any events of default or covenants in addition to those in the indenture;

the application of any defeasance provisions to the debt securities;

the designation of the initial exchange rate agent, if applicable;

the identity of the trustee, authenticating agent, security registrar and/or paying agent, if other than the trustee;

any interest rate reset and extension provisions applicable to the debt securities; and

any other terms of the debt securities.

We may sell the debt securities, including original issue discount securities, at a substantial discount below their stated principal amount. If there are any special U.S. federal income tax considerations or other special considerations applicable to debt securities we sell at an original issue discount, we will describe them in a prospectus supplement. In addition, we will describe in the prospectus supplement any special U.S. federal income tax considerations and any other special considerations for any debt securities we sell which are denominated in a currency or currency unit other than U.S. dollars.

Unless we indicate otherwise in the applicable prospectus supplement, the debt securities will be unsecured and will rank on a parity with all of our other unsecured and unsubordinated indebtedness. The indenture does not limit other indebtedness or securities which we may incur or issue. The indenture does not contain financial or similar restrictions on us, except as described under Covenants . Other than the protections which may otherwise be afforded holders of debt securities as a result of the operation of the covenants described under Covenants below or as may be made applicable to the debt securities as described in the applicable prospectus supplement, there are no covenants or other provisions that may afford holders of debt securities protection if there is a leveraged buyout or other highly leveraged transaction involving us or any similar occurrence.

Form, Denominations, Registration, Transfer and Exchange

We may issue debt securities of a series as registered securities, bearer securities or as both registered securities and bearer securities. Unless we indicate otherwise in the applicable prospectus supplement, we will issue registered securities denominated in U.S. dollars in multiples of $1,000 and bearer securities denominated in U.S. dollars in multiples of $10,000. The indenture provides that debt securities of a series may be issuable in global form. See Global Securities below. Unless otherwise indicated in the applicable prospectus supplement, bearer securities (other than global securities) will have interest coupons attached.

Registered securities of any series are exchangeable for other registered securities of the same series of any authorized denominations, of like aggregate principal amount, tenor and terms. In addition, if debt securities of

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any series are issuable as both registered securities and bearer securities, the holder may request, subject to applicable laws and the terms of the indenture, that bearer securities (with all unmatured coupons, except as provided below, and all matured coupons in default) of the series be exchangeable into registered securities of the same series of any authorized denominations and of like aggregate principal amount, tenor and terms. Bearer securities surrendered in exchange for registered securities of the same series between the close of business on a regular record date or a special record date and the relevant date for payment of interest will be surrendered without the coupon relating to the date for payment of interest, and interest will not be payable in respect of the registered security issued in exchange for the bearer security, but will be payable to the holder of the coupon when due in accordance with the terms of the indenture. Except as we specify in the applicable prospectus supplement, we will not otherwise issue bearer securities in exchange for registered securities.

In connection with its original issuance, no bearer security may be delivered to any location in the United States and, unless otherwise specified in the applicable prospectus supplement, a bearer security may be delivered in connection with its original issuance only if the person entitled to receive the bearer security furnishes written certification in the form required by the indenture.

Debt securities may be presented for exchange as provided above, and registered securities may be presented for registration of transfer (duly endorsed or accompanied by a satisfactory written instrument of transfer), at the office of the security registrar or at the office of any transfer agent we designate for that purpose with respect to that series of debt securities, without service charge and upon payment of any taxes and other governmental charges. If the prospectus supplement refers to any transfer agent (in addition to the security registrar) we initially designated with respect to any series of debt securities, we may at any time rescind the designation of the transfer agent or approve a change in the location through which the transfer agent (or security registrar) acts, except that, if debt securities of a series are issuable as registered securities, we will maintain a transfer agent in each place of payment for the series. In addition, if debt securities of a series are issuable as bearer securities, we will maintain (in addition to the security registrar) a transfer agent in a place of payment for the series located outside the United States. We may at any time designate additional transfer agents with respect to any series of debt securities.

In the event of any redemption, we will not be required to:

- issue, register the transfer of or exchange debt securities of any series during a period of 15 days before any selection of debt securities of that series to be redeemed and ending at the close of business on:
  - if debt securities of the series are issuable only as registered securities, the day of mailing of the relevant notice of redemption; and
  - if debt securities of the series are issuable as bearer securities, the day of the first publication of the relevant notice of redemption or, if debt securities of the series are also issuable as registered securities and there is no publication, the mailing of the relevant notice of redemption;
- register the transfer of or exchange any registered security so selected for redemption in whole or in part, except the unredeemed portion of any registered security being redeemed in part; or

exchange any bearer security selected for redemption, provided that the bearer security may be exchanged for a registered security of like tenor and terms of that series if the registered security is simultaneously surrendered for redemption.

Global Securities

We may issue the debt securities of a series in whole or in part in the form of one or more global securities that we will deposit with, or on behalf of, a depositary that we identify in the prospectus supplement and registered in the name of the depositary or the depositary s nominee. We may issue global securities in fully registered or bearer form and in either temporary or permanent form.

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We anticipate that the following provisions will generally apply to depository arrangements. We will describe in the prospectus supplement the specific terms of the depository arrangement with respect to a series of debt securities and whether all or any part of the debt securities will be issued in the form of one or more global securities.

Unless and until it is exchanged in whole or in part for individual debt securities, a holder of a global security may not transfer it except as a whole between the depositary for the global security and the depositary s nominee or by the depositary or any nominee to a successor of the depositary or a nominee of the successor.

Upon the issuance of a global security, the depositary for the global security or its nominee will credit on its book-entry registration and transfer system the respective principal amounts of the individual debt securities represented by the global security to the accounts of persons that have accounts with the depositary (those persons with accounts with the depositary are referred to in this prospectus as participants). These accounts will be designated by the underwriters, dealers or agents with respect to the debt securities or us if we offer and sell the debt securities directly. Ownership of beneficial interests in a global security will be limited to participants or persons that may hold interests through participants. Ownership of beneficial interests in the global security will be shown on, and the transfer of that ownership will be effected only through, records maintained by the applicable depositary or its nominee (with respect to interests of participants) and records of participants (with respect to interests of persons who hold through participants). The laws of some states require that certain purchasers of securities take physical delivery of securities in definitive form. These limits and laws may impair the ability to own, pledge or transfer beneficial interests in a global security.

So long as the depositary for a global security or its nominee is the registered owner of the global security, the depositary or its nominee, as the case may be, will be considered the sole owner or holder of the debt securities represented by the global security for all purposes under the indenture. Except as provided below, owners of beneficial interests in a global security will not be entitled to have any of the individual debt securities of the series represented by the global security registered in their names, will not receive or be entitled to receive physical delivery of the debt securities of the series in definitive form and will not be considered the owners or holders of debt securities under the indenture.

Payments on individual debt securities represented by a global security registered in the name of a depositary or its nominee will be made to the depositary or its nominee, as the case may be, as the registered owner of the global security representing the debt securities. Neither we nor the trustee, any paying agent or the security registrar for the debt securities or any agent, underwriter or dealer through which the debt securities are offered or sold will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the global security for the debt securities or for maintaining, supervising or reviewing any records relating to the beneficial ownership interests.

We expect that the depositary for a series of debt securities or its nominee, upon receipt of any payment in respect of a permanent global security representing any of the debt securities, immediately will credit the participants accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the global security for the debt securities as shown on the records of the depositary or its nominee. We also expect that payments by participants to owners of beneficial interests in the global security held through the participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in street name . These payments will be the responsibility of the participants.

If a depositary for a series of debt securities is at any time unwilling, unable or ineligible to continue as depository and we do not appoint a successor depository within 90 days, we will issue individual debt securities of the series to participants in exchange for the global security representing the series of debt securities. In addition, we may, at any

time and in our sole discretion, subject to any limitations described in the prospectus supplement relating to the debt securities, determine not to have any debt securities of the series represented by one or more global securities. In that event, we will issue individual debt securities of the series to participants in exchange for the global security or securities representing the series of debt securities.

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Payment and Paying Agents

Unless otherwise provided in the applicable prospectus supplement, the place of payment for a series of debt securities issuable solely as registered securities will be New York, New York and we have designated an office of the trustee for this purpose. At our option, we may pay interest on registered securities to the person entitled to the interest by:

- check mailed to the address of the person that appears in the security register; or
- transfer to an account located in the United States maintained by the person that is specified in the security register.

Unless otherwise provided in the applicable prospectus supplement, we will pay any installment of interest on registered securities to the person in whose name the registered security is registered at the close of business on the regular record date for the interest payment.

We may from time to time designate additional offices or agencies for payment with respect to any debt securities, approve a change in the location of any of the offices or agencies and rescind the designation of any of the offices or agencies.

Unless otherwise provided in the applicable prospectus supplement, we will make all payments on any debt security that is payable in a currency other than U.S. dollars in U.S. dollars if that currency:

- ceases to be used both by the government of the country that issued the currency and by a central bank or other public institution of or within the international banking community for the settlement of transactions; or
- is any currency unit (or composite currency) and ceases to be used for the purposes for which it was established.

All moneys deposited with the trustee or any paying agent or held for the payment on any debt security or any related coupon that remains unclaimed at the end of two years after the payment is due and payable will, at our request, be repaid to us, in which case the holder of the debt security or any related coupon will look only to us for that payment.

Covenants

Limitations on Liens.

We and our restricted subsidiaries may not create, incur, assume or suffer to exist any secured debt without equally and ratably securing the outstanding debt securities. These restrictions will not apply to:

- secured debt existing at December 1, 1996, the date of the indenture;

liens on property acquired or constructed after December 1, 1996 and created at the time of, or within twelve months after, the acquisition or the completion of the construction to secure all or any part of the purchase price of the property or the cost of the construction;

mortgages on property created within twelve months of completion of construction of a new plant or plants on the property to secure all or part of the cost of the construction;

liens on property existing at the time the property is acquired;

liens on stock acquired after December 1, 1996 if the aggregate cost of all stock subject to those liens does not exceed 10% of our shareowners equity;

liens securing indebtedness of a successor corporation of ours to the extent the successor is permitted by the indenture;

liens securing indebtedness of a restricted subsidiary outstanding at the time it became a restricted subsidiary;

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liens securing indebtedness of any person outstanding at the time it is merged with or substantially all its properties are acquired by us or any of our restricted subsidiaries;

liens on property or on the outstanding shares or indebtedness of a corporation existing at the time the corporation becomes a restricted subsidiary;

liens created, incurred or assumed in connection with an industrial revenue bond, pollution control bond or similar financing arrangement with any federal, state or municipal government or other governmental body or agency;

extensions, renewals or replacements of the foregoing permitted liens to the extent of the original amounts thereof;

liens in connection with government and certain other contracts;

certain liens in connection with taxes or legal proceedings;

certain other liens not related to the borrowing of money; and

liens in connection with sale and lease-back transactions as described under Limitations on Sale and Lease-Back .

In addition, we and our restricted subsidiaries may have secured debt without equally and ratably securing the outstanding debt securities if the sum of:

the amount of the secured debt, plus

the aggregate value of sale and lease-back transactions (subject to certain exceptions) described under Limitations on Sale and Lease-Back ,

does not exceed 10% of our shareowners equity.

Limitations on Sale and Lease-Back.

We and our restricted subsidiaries may not enter into sale and lease-back transactions unless:

we or our restricted subsidiaries are entitled to incur secured debt equal to the amount realizable upon the sale or transfer secured by a mortgage on the property to be leased without equally and ratably securing the

outstanding debt securities;

an amount equal to the greater of net proceeds of the sale or fair value of the property sold as determined by our Board of Directors is applied within 180 days of the transaction:

to the retirement of consolidated funded debt or indebtedness of ours or any of our restricted subsidiaries that was funded debt at the time it was created; or

to the purchase of other principal property having a value at least equal to the greater of the amounts; or

the sale and lease-back transaction involved was an industrial revenue bond, pollution control bond or similar financing arrangement with any federal, state, municipal government or other governmental body or agency.

Certain Limitations on Mergers.

We may not consolidate with or merge into any other corporation, or convey or transfer our properties and assets substantially as an entirety to any other person, unless:

the surviving entity formed by the consolidation or into which we merge or that acquires our properties and assets substantially as an entirety is a corporation organized and validly existing under the laws of the United States, or any state in the United States, and assumes our obligations under the indenture and the debt securities;

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after giving effect to the transaction, no default or event of default will have occurred and be continuing under the indenture; and

we deliver to the trustee an officers certificate and an opinion of counsel, each stating that the transaction and the supplemental indenture comply with the indenture.

If we consolidate with or merge into any other entity or we transfer our property and assets substantially as an entirety to any other entity, the successor entity will be substituted as obligor under the indenture and thereafter we will be relieved of all obligations and covenants under the indenture and the debt securities. The indenture also provides that if we consolidate with or merge into any other entity or we transfer our property and assets substantially as an entirety to any other entity, and as a result any principal property owned by us or a restricted subsidiary would become subject to any mortgage or lien not otherwise permitted by the indenture, we will prior to the transaction secure the debt securities, equitably and ratably with any of our other indebtedness then entitled to be so secured, by a direct lien on the principal and certain other properties.

Certain Definitions.

The following are definitions of some terms used in the above description. We refer you to the indenture for a full description of all of these terms, as well as any other terms used for which no definition is provided

Funded debt means:

indebtedness for money borrowed having a maturity of more than 12 months;

lease rentals that appear on the balance sheet of the obligor as a liability that is not current; and

the higher of the par value or liquidation value of preferred stock of any of our restricted subsidiaries that is not wholly-owned by us or any our wholly-owned restricted subsidiaries;

provided that funded debt will not include indebtedness of us if the indebtedness is subordinated to the debt securities issued under the indenture.

Principal property includes any real property (including buildings and other improvements) of ours or any of our restricted subsidiaries, owned at or acquired after December 1, 1996 (other than any pollution control facility, cogeneration facility or small power production facility acquired after the date of the indenture), which:

has a book value in excess of 5% of shareowners equity; and

in the opinion of our Board of Directors is of material importance to the total business conducted by us and our restricted subsidiaries as a whole.

Restricted subsidiary means any of our subsidiaries that is not an unrestricted subsidiary. Unrestricted subsidiary means any of our subsidiaries that we designate as an unrestricted subsidiary. We may from time to time designate

any restricted subsidiary as an unrestricted subsidiary and any unrestricted subsidiary as a restricted subsidiary; provided that

- we may not designate a subsidiary as an unrestricted subsidiary unless at the time of the designation the subsidiary does not own, directly or indirectly, any capital stock of any restricted subsidiary or any funded debt or secured debt of ours or any of our restricted subsidiaries; and

- we may not designate a subsidiary as restricted or unrestricted unless, immediately after the designation, no default or event of default shall exist.

Unrestricted subsidiaries are not restricted by the various provisions of the indenture applicable to restricted subsidiaries, and the debt of unrestricted subsidiaries will not be consolidated with that of the Company and its Restricted Subsidiaries in calculating consolidated funded debt under the indenture.

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Sale and lease-back transaction means, subject to certain exceptions, sales or transfers of any principal property owned by us or any of our restricted subsidiaries which has been in full operation for more than 180 days prior to the sale or transfer, where we or our restricted subsidiaries have the intention of leasing back the property for more than 36 months but discontinuing the use of the property on or before the expiration of the term of the lease.

Secured debt means indebtedness for money borrowed (other than indebtedness among us and our restricted subsidiaries), which is secured by a mortgage or other lien on any principal property of ours or any of our restricted subsidiaries or a pledge, lien or other security interest on the stock or indebtedness of any of our restricted subsidiaries.

Shareowners equity means, at any date of computation, the aggregate of capital stock, capital surplus and earned surplus, after deducting the cost of shares of our capital stock held in treasury, of ours and our restricted subsidiaries, as consolidated and determined in accordance with generally accepted accounting principles.

Defeasance and Covenant Defeasance

The applicable prospectus supplement will state if any defeasance provisions apply to any series of debt securities offered by this prospectus.

Defeasance.

If the defeasance provision applies to a series of the debt securities, we will be discharged from any and all obligations (other than those described below) in respect of the debt securities of the series upon irrevocable deposit with the trustee, in trust, of money or U.S. government securities or a combination of money and U.S. government securities that provide money in an amount sufficient to pay and discharge:

- the principal of (and premium, if any) and each installment of principal of (and premium, if any) and interest, if any, on the series of debt securities on the stated maturity of the principal or installment of principal or interest, if any; and
- any mandatory sinking fund payments or analogous payments applicable to debt securities of that series on the day on which the payments are due and payable in accordance with the terms of the indenture and the debt securities of that series.

We will, however, not be discharged from obligations in respect of the debt securities to:

- register the transfer and exchange of the debt securities;
- replace mutilated, destroyed, lost or stolen debt securities;
- compensate, reimburse and indemnify the trustee;

maintain an office or agency with respect to the debt securities; and

hold moneys for payment in trust.

The trust described above may be established only if, among other things, we have delivered to the trustee an opinion of counsel to the effect that the beneficial owners of the applicable series of debt securities will not recognize income, gain or loss for federal income tax purposes as a result of the deposit, defeasance and discharge and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if the deposit, defeasance and discharge had not occurred. The opinion must refer to or be based upon a ruling of the Internal Revenue Service or a change in applicable federal income tax law occurring after the date of the indenture. In the event of any deposit and discharge, the holders of the debt securities would then be entitled to look only to the trust fund for payment of principal of (and premium, if any) and interest, if any, on the debt securities.

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Covenant Defeasance.

If the covenant defeasance provision applies to a series of the debt securities, we may omit to comply with certain covenants, including those described under Covenants Limitations on Liens and Covenants Limitations on Sale and Lease-Back above, upon irrevocable deposit with the trustee, in trust, of money or U.S. government securities or a combination of money and U.S. government securities that provide money in an amount sufficient to pay and discharge:

- the principal of (and premium, if any) and each installment of principal of (and premium, if any) and interest, if any, on the series of debt securities on the stated maturity of the principal or installment of principal or interest, if any; and

- any mandatory sinking fund payments or analogous payments applicable to debt securities of that series on the day on which the payments are due and payable in accordance with the terms of the indenture and the debt securities of that series.

Thereafter, any noncompliance with the covenants described above will not be deemed to be an event of default under the indenture and the debt securities of that series, and our obligations under the indenture and the debt securities of that series (other than with respect to the covenants referred to above) will remain in full force and effect.

The trust described above may be established only if, among other things, we have delivered to the trustee an opinion of counsel to the effect that the beneficial owners of the applicable series of debt securities will not recognize income, gain or loss for federal income tax purposes as a result of the deposit and defeasance of the obligations and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if the deposit and defeasance had not occurred.

Modification of Indenture and Waiver of Certain Covenants

Without the consent of the holders of the debt securities of each series affected, we and the trustee may execute a supplemental indenture for limited purposes, including adding to our covenants or events of default, curing ambiguities, appointing a successor trustee and other changes that do not adversely affect the rights of a holder of debt securities.

With the consent of the holders of at least a majority in principal amount of the outstanding debt securities of each series affected, we and the trustee may also execute a supplemental indenture to change the indenture or modify the rights of the holders of debt securities of any series, but, without the consent of the holder of each outstanding debt security affected, a supplemental indenture may not, among other things:

- change the maturity of principal or interest, if any, on any debt security;

- reduce the principal amount of or the rate of interest, if any, on any debt security or any premium payable on redemption; or

reduce the percentage of holders of debt securities of that series whose consent is required to authorize any supplemental indenture.

The holders of a majority in principal amount of outstanding debt securities of any series may waive our compliance with certain covenants in the indenture with respect to debt securities of that series.

The indenture provides that in determining whether the holders of the required principal amount of outstanding debt securities of any series have given any request, demand, authorization, direction, notice, consent or waiver or whether a quorum is present at a meeting of holders of debt securities:

the principal amount of an original issue discount security deemed outstanding will be the amount of the principal due and payable upon acceleration of the maturity of the security;

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the principal amount of any indexed security deemed outstanding will be the principal face amount of the indexed security at original issuance unless otherwise provided by the indenture;

the principal amount of a security denominated in one or more foreign currencies will be deemed to be the U.S. dollar equivalent; and

securities owned by us or any other obligor upon the securities or any affiliate of ours or of the obligor will be disregarded and deemed not to be outstanding.

Defaults and Certain Rights on Default

An event of default with respect to any series of debt securities is defined as being any of the following events and any other events that are established for the debt securities of the series:

default for 30 days in payment of any interest on the debt securities of the series;

default in payment of principal of and premium, if any, on the debt securities of the series at maturity;

default for 5 days in payment of any sinking fund payment with respect to debt securities of the series;

default for 90 days after notice in performance of any other covenant in the indenture; or

certain events of bankruptcy, insolvency, receivership or reorganization relating to us.

An event of default with respect to debt securities of a particular series does not necessarily constitute an event of default with respect to any other series. We are required to deliver to the trustee annually a written statement as to the fulfillment of our obligations under the indenture. If an event of default occurs and is continuing with respect to any series of debt securities, the trustee or the holders of at least 25% in principal amount of outstanding debt securities of the series may declare the principal of all the debt securities of the series to be due and payable. The holders of a majority in principal amount of outstanding debt securities of the series may, under certain circumstances, rescind that declaration.

Subject to the provisions of the indenture relating to the duties of the trustee if an event of default occurs and is continuing, the trustee is under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any of the holders of debt securities, unless those holders of debt securities offer to the trustee reasonable security or indemnity.

Subject to the provisions for indemnification and certain limitations contained in the indenture, the holders of a majority in principal amount of outstanding debt securities of any series have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to debt securities of the series.

The holders of a majority in principal amount of outstanding debt securities of any series may, in certain cases, waive any past default with respect to debt securities of the series except a default in payment of principal of, or premium, if any, or interest on any of the debt securities of the series.

Governing Law

New York law governs the indenture and the debt securities.

Concerning the Trustee

In the ordinary course of business, we and our affiliates maintain various commercial, banking and service relationships with The Bank of New York Mellon Trust Company, N.A., the trustee under the indenture, and its affiliates. In particular, affiliates of the trustee act as a lender under our credit facility and act as a trustee under, and provide investment management and other services in connection with, certain of our employee benefit plans.

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PLAN OF DISTRIBUTION

We may sell the debt securities offered by this prospectus (a) through agents; (b) through underwriters or dealers; (c) directly to one or more purchasers; or (d) through a combination of any of these methods of sale. We will identify the specific plan of distribution, including any underwriters, dealers or agents and their compensation in a prospectus supplement.

VALIDITY OF DEBT SECURITIES

The validity of the debt securities offered by this prospectus has been passed on for us by Chadbourne & Parke LLP, 1301 Avenue of the Americas, New York, New York 10019, and if the debt securities are being distributed in an underwritten offering, the validity of the debt securities will be passed on for the underwriters by their own counsel, who will be named in the prospectus supplement.

EXPERTS

The consolidated financial statements and the related financial statement schedule, incorporated in this prospectus by reference from our Annual Report on Form 10-K for the year ended September 30, 2014, and the effectiveness of our internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is incorporated herein by reference. Such consolidated financial statements and financial statement schedule have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

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$600,000,000

Rockwell Automation, Inc.

$300,000,000 2.050% Notes due 2020

$300,000,000 2.875% Notes due 2025

Prospectus Supplement

Joint Book-Running Managers

BofA Merrill Lynch **Goldman, Sachs & Co.** **J.P. Morgan**

Senior Co-Managers

BMO Capital Markets **BNY Mellon Capital Markets, LLC** **Citigroup** **Deutsche Bank Securities**

PNC Capital Markets LLC **US Bancorp** **Wells Fargo Securities** **The Williams Capital Group, L.P.**

Co-Managers

Comerica Securities **ING** **Lloyds Securities** **TD Securities**