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15 Attorneys for Plaintiff

16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**  
18 **WESTERN DIVISION**

19 LAUREN SUN,  
20  
21 Plaintiff,

22 vs.

23 SIEMENS AG; SIEMENS POWER  
24 TRANSMISSION AND  
25 DISTRIBUTION, LLC;  
26 SIEMENS CORPORATION USA;  
27 VELPANUR RAMASWAMI;  
28 AND DOES 1 THROUGH 50,  
inclusive,

Defendants.

Case No.:

**CV 10-00174 DDP (PSWx)**

**COMPLAINT FOR:**

1. **BREACH OF CONTRACT**
2. **BREACH OF THIRD PARTY BENEFICIARY CONTRACT**
3. **CONVERSION**
4. **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**
5. **FALSE LIGHT**

**JURY TRIAL DEMANDED**

FILED  
2010 JAN 11 PM 3:08  
CLERK OF DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

1 Plaintiff alleges as follows:

2 **THE PARTIES**

3 1. Plaintiff LAUREN SUN (“SUN”) is an American citizen residing in  
4 California.

5 2. Defendant SIEMENS AG (“AG”) is a German Corporation, with its  
6 principal place of business in Munich, Germany. Defendant AG has continuous and  
7 substantial contacts within the State of California, and conducts extensive business,  
8 marketing and commerce in this State and District. AG exerts direct control over  
9 American operations and operations in the State of California. AG directly identifies,  
10 utilizes and fund investments in the State of California to play a key role in  
11 implementing AG’s stated goal of a global network of innovation, partners and  
12 businesses. There are primary offices located in this State, and the State of California  
13 has been a key business target direct of AG.

14 3. Defendant SIEMENS POWER TRANSMISSION AND DISTRIBUTION,  
15 INC. (“PTD”) is a Delaware Corporation with its principal place of business in  
16 Raleigh, North Carolina. Defendant PTD has continuous and substantial contacts  
17 within the State of California, and conducts extensive business, marketing and  
18 commerce in this State and District, and maintains manufacturing facilities in San  
19 Jose, California. PTD is a wholly owned subsidiary of Defendant Siemens AG. PTD  
20 transacts business under the direct operational control of AG (global, regional/  
21 hemispheric, regional/international, national, state, local).

22 4. Defendant SIEMENS CORPORATION USA (“SCU”) is a Delaware  
23 Corporation with its principal place of business in New York, New York. Defendant  
24 SCU has continuous and substantial contacts within the State of California, and  
25 conducts extensive business, marketing and commerce in this State and District. SCU  
26 is a wholly owned subsidiary of Defendant Siemens AG and is the parent corporation  
27 of PTD. SCU transacts business under the direct operational control of AG (global,  
28 regional/hemispheric, regional/international, national, state, local).

1           5.     VELPANUR RAMASWAMI is a citizen of Switzerland, residing in  
2 India and China.

3           6.     Plaintiff's investigation is continuing and Plaintiff will amend the  
4 Complaint to add further defendants as information becomes available. The true  
5 names and capacities, whether individual, corporate, partnership, associate, or  
6 otherwise, of Defendant DOES 1 through 50, inclusive, are unknown to Plaintiff, who  
7 therefore sues these Defendants by such fictitious names. Plaintiff is informed and  
8 believes and thereon alleges that each DOE Defendant herein is liable to Plaintiff for  
9 the acts and omissions alleged herein below, and the resulting injuries to Plaintiff, and  
10 damages sustained by Plaintiff. Plaintiff will amend this complaint to allege the true  
11 name and capacities of said DOE Defendants when the same is ascertained.

12           7.     Plaintiff is informed and believes and based thereon alleges that at all  
13 times mentioned herein Defendants and DOES 1 through 50, and each of them,  
14 inclusive, were the successor-in-interest/business/or a portion thereof, predecessor-in-  
15 interest/business/or a portion thereof, assign, parent, subsidiary (either wholly or  
16 partially owned by, or the whole or partial owner), affiliate, partner, co-venturer, alter  
17 ego, agent, servant, employee, and/or co-conspirator of the other Defendants and DOE  
18 Defendants, such that Defendants' wrongful conduct makes it inequitable to evade  
19 wrongdoing by asserting fictional legal separateness, and when to recognize legal  
20 separateness would aid in the commission of the wrongdoings.

21           8.     Plaintiff is informed and believes and based thereon alleges that at all  
22 times mentioned herein Defendants and DOES 1 through 50, and each of them,  
23 inclusive, were acting within the course and scope of its/his/her/their authority (either  
24 global, regional/hemispheric, regional/ international, national, state or local, either  
25 separate or interlocking or both) as the agent, servant, employee, board member or  
26 officer and/or co-conspirator of the other Defendants and DOE Defendants and  
27 participated with the other Defendants in doing the things alleged herein, such that  
28 Defendants' wrongful conduct makes it inequitable to evade wrongdoing by asserting

1 fictional legal separateness, and when to recognize legal separateness would aid in the  
2 commission of the wrongdoings.

3 9. Plaintiff is informed and believes and based thereon alleges that at all  
4 times mentioned herein Defendants and DOES 1 through 50, and each of them,  
5 inclusive, are jointly and severally liable to Plaintiff for the damages sustained as a  
6 proximate result of its/his/her/their conduct (either global, regional/hemispheric,  
7 regional/ international, national, state or local, either separate or interlocking or both)  
8 and that each and every act or omission of any Defendant and DOE Defendant herein  
9 was agreed and/or ratified, expressly and/or impliedly, by each of the other  
10 Defendants and DOE Defendants herein, and each Defendant and DOE Defendant  
11 herein accepted the benefits of the acts of the other Defendants, such that they are in  
12 some manner responsible for the acts and omissions complained of herein, such that  
13 Defendants' wrongful conduct makes it inequitable to evade wrongdoing by asserting  
14 fictional legal separateness, and when to recognize legal separateness would aid in the  
15 commission of the wrongdoings.

16 10. Siemens' American Depository Shares trade on the New York Stock  
17 Exchange ("NYSE") under the symbol "SI".

18 11. Prior to a recent reorganization and during the time of wrongdoings set  
19 forth in this complaint, AG operated through a complex array of business groups and  
20 regional companies. The business groups are divisions within AG and are not separate  
21 legal entities. The regional companies are wholly-or partly-owned subsidiaries of  
22 Siemens. The thirteen principal business groups during the relevant period were:  
23 Communications ("COM"), Siemens Business Services ("SBS"), Automation and  
24 Dives ("A&D"), Industrial Solutions and Services ("I&S"), Siemens Building  
25 Technologies ("SBT"), Power Generation ("PG"), Power Transmission and  
26 Distribution ("PTD"), Transportation Systems ("TS"), Siemens VDO Automotive  
27 ("SV"), Medical Solutions ("MED"), Osram Middle East, Siemens Financial Services  
28

1 (“SFS”), and Siemens Real Estate (“SRE”). In 2008, Siemens reorganized the groups  
2 into three Sectors - Energy, Healthcare and Industry.

3 12. Plaintiff is informed and believes and based thereon alleges that  
4 Defendant AG has recently undertaken attempts to restructure its global operations  
5 and business groups to establish separateness, in order to evade liability; but by AG’s  
6 direct influence, power, management, control and dominion over all its companies, is  
7 such that any company with the Siemens’ family of companies is an instrumentality  
8 and conduit of the parent company AG.

9 13. Plaintiffs refer to all Defendants in this Complaint, named or unnamed,  
10 collectively, as “Defendants.”

#### 11 **JURISDICTION AND VENUE**

12 14. This Court has diversity jurisdiction over the subject matter of this  
13 complaint pursuant to 28 U.S.C. Sec. 1332.

14 15. The amount in controversy exceeds \$75,000.00.

15 16. Venue is proper pursuant to 28 U.S.C. Sec. 1391(a) and (c). Defendants  
16 regularly transact extensive business in this State and District.

17 17. California has a pronounced interest in applying California law to a  
18 dispute involving its citizens with defendants who strategically, directly and regularly  
19 transact extensive commerce within the State and District.

#### 20 **NATURE OF DISPUTE**

##### 21 **A.**

#### 22 **BUSINESS RELATIONSHIP BETWEEN THE PARTIES**

23 18. For over six years, the parties worked together on power transmission  
24 projects in China. In each and every instance of contracts between the parties,  
25 Defendants specifically sought, requested and enlisted Plaintiff’s unique business  
26 services. Plaintiff had special unique knowledge, relationships, contacts, cultural and  
27 language abilities that Defendants recognized they needed and desired in order to  
28 identify business projects and to negotiate and close contracts for such projects.

1 Defendants and others have confirmed and admitted this on many occasions over the years.

2 19. This litigation involves successive prior executed expense and  
3 commission contracts, resulting in Defendants' breach of a success commission  
4 payment due and owing to Plaintiff. This litigation also involves Defendants casting  
5 Plaintiff in a false light to deflect blame away from Defendants' corrupt practices in  
6 China and place the blame unto Plaintiff.

7 20. Starting in 2002, there was a contractual pattern and course of conduct  
8 between the parties steadfastly developed and implemented by Defendants for each  
9 business project that enlisted Plaintiff's services. A contractual arrangement whereby  
10 two separate and independent contracts were entered into with Plaintiff, as follows,

11 (a) Defendants engaged Plaintiff's general services by an initial stand alone  
12 and independent contract for expenses/costs (hereafter "Contract 1"). Here,  
13 Defendants contractually limit Plaintiff's authority typically to market research,  
14 identifying opportunities and establishing local contacts. Contract 1 was either oral or  
15 written at the request and/or direction of Defendants; and

16 (b) Thereafter, the Defendants utilized Plaintiff's specific services by a stand  
17 alone and independent contract for a "success commission" (hereafter "success  
18 commission") for negotiating and closing contracts with end users on particular  
19 projects (hereafter "Contract 2"). Here, Defendants required of Plaintiff new and  
20 additional services that were separate and distinct from Contract 1; and Plaintiff's role  
21 and responsibilities were such that Plaintiff went from a general freelance relationship  
22 (with no apparent face of authority to negotiate and bind on behalf of Defendants), to  
23 a specific Siemens company agent role (with an apparent face of authority to bind,  
24 negotiate and close project contracts based on Defendants' instructions). Contract 2 in  
25 all cases was an oral contract at the request and/or direction of Defendants.

26 21. The contracts between the parties and which are at issue here, are English  
27 language contracts, discussed and negotiated in English, as it is the regular course and  
28 conduct of Defendants to contract in the English language.



1 and Contract 2 were confirmed by subsequent writings and performance, between  
2 Defendants and Plaintiff. There is no choice of law or venue provisions.

3 26. The terms of Contract 1 were:

4 (a) Plaintiff was to provide to Defendants: (i) formal and informal liaison  
5 activities to help Defendant cultivate business contacts within China,  
6 and (ii) market intelligence and identify potential business opportunities  
7 in China.

8 (b) In return, Defendants were to pay, and did pay, Plaintiff a monthly  
9 expense fee of \$2,000 USD.

10 27. In consideration of Defendants' promise to pay the monthly expense,  
11 Plaintiff expended substantial time, resources and money to perform; and Plaintiff did  
12 so perform under Contract 1.

13 28. Plaintiff's performance of her services under Contract 1 was a good and  
14 valuable performance, and the benefits of such performance were received, utilized  
15 and recognized by Defendants as superior in all facets for which Plaintiff was hired.

16 29. The terms of Contract 2 pursuant to the oral agreement between  
17 Defendants and Plaintiff were:

18 (a) Plaintiff was to: (i) specifically work on negotiating the contract terms  
19 with contract end users for the "Gui Zhou-To-Guang Dong-Line 1"  
20 project; (ii) perform such work exclusively as an agent and employee of  
21 Defendants; (iii) perform such work according to specific orders of  
22 Defendants; (iv) perform such work under the direction of Defendant  
23 Velpanur Ramaswami; and (v) perform such work on the timetable,  
24 hours and locations as dictated by Defendants.

25 (b) In return, Defendant was to, upon completion of the "Gui Zhou-To-  
26 Guang Dong-Line 1" contract negotiation with end users, pay to  
27 Plaintiff a success commission of the gross sale price.  
28



1           30. In consideration of Defendants' promise to pay the success commission,  
2 Plaintiff expended substantial time, resources and money to perform; and Plaintiff did  
3 so perform under Contract 2 and negotiated and closed the "Gui Zhou-To-Guang  
4 Dong-Line 1" project. Defendants were paid by the end contract users for this "Gui  
5 Zhou-To-Guang Dong-Line 1" project.

6           31. Plaintiff's performance under Contract 2 was a good and valuable  
7 performance, and the benefits of such performance were received, utilized and  
8 recognized by Defendants as superior in all facets for which Plaintiff was hired.  
9 Defendant paid Plaintiff a success commission of \$850,000 USD under Contract 2.

10           32. Thereafter, based on Plaintiff's performance, Defendants offered to  
11 Plaintiff another contract to continue their relationship with Plaintiff.

## 12                           **2. THE "GUI ZHOU-TO-GUANG DONG-LINE 2" PROJECT**

13           33. On or about October 30, 2003, Plaintiff was engaged by Defendants as a  
14 business consultant for the Defendants' market development in Power Transmission  
15 Development and related business in China. Plaintiff and Defendants again entered  
16 into the same contractual arrangements for expenses and the success commission, and  
17 these arrangements were in place and used for the "Gui Zhou-To-Guang Dong-Line  
18 2" project and the "Ling Bao" project. Here, Contract 1 was in the form of a written  
19 contract for expenses entitled "Business Consultant Contract Between Siemens AG,  
20 Erlangen (Hereafter referred to as the Company) And Business Leader Limited  
21 (Hereinafter referred to as the Consultant)." Contract 2 was in the form of an oral  
22 contract for the success commission. Both Contract 1 and Contract 2 were confirmed  
23 by subsequent writings and performance, between Defendants and Plaintiff. There is  
24 no choice of law or venue provisions.

25           34. The terms of Contract 1 were:

- 26           (a) Paragraph 1 states, the contract should govern the responsibilities to the  
27 parties.  
28

1 (b) Paragraph 2 states, Plaintiff is to provide to Defendants: (i) formal and  
2 informal liaison activities to help Defendant cultivate business contacts  
3 within China, (ii) information about public political leaders so that  
4 Defendants could participate in public activities involving said leaders;  
5 (iii) market intelligence and identify potential business opportunities in  
6 China; (iv) reports on the above.

7 (c) Paragraphs 3 and 5 state that Defendants are to pay Plaintiff a monthly  
8 fee of \$9,500 USD to cover her costs under the contract and that  
9 Defendants would also pay separately for travel expenses under the  
10 contract.

11 (d) The contract had an effective life of November 1, 2003 until October  
12 31, 2005 unless sooner terminated (Paragraph 6).

13 (e) Paragraph 4 requires that both parties comply with all laws and  
14 regulations, and provided that Plaintiff could not bind the Defendant to  
15 contracts.

16 35. In consideration of Defendants' promise to pay costs and expenses,  
17 Plaintiff expended substantial time, resources and money to perform; and Plaintiff did  
18 so perform under Contract 1.

19 36. Plaintiff's performance of her consulting services was a good and  
20 valuable performance, and the benefits of such performance were received, utilized  
21 and recognized by Defendants as superior in all facets for which Plaintiff was hired.  
22 Defendant paid Plaintiff the monthly cost fee of \$9,500 USD under Contract 1.

23 37. The terms of Contract 2 pursuant to the oral agreement between  
24 Defendants and Plaintiff were:

25 (a) Plaintiff was to: (i) specifically work on negotiating the contract terms  
26 with contract end users in the "Gui Zhou-To-Guang Dong-Line 2"  
27 project; (ii) perform such work exclusively as an agent and employee of  
28 Defendants; (iii) perform such work according to specific orders of

1 Defendants; (iv) perform such work under the direction of Defendant  
2 Velpanur Ramaswami; and (v) perform such work on the timetable,  
3 hours and locations as dictated by Defendants.

4 (b) In return, Defendant was to, upon completion of the “Gui Zhou-To-  
5 Guang Dong-Line 2” contract negotiation with end users, pay to  
6 Plaintiff a success commission of the gross sale price.

7 38. In consideration of Defendants’ promise to pay the success commission,  
8 Plaintiff expended substantial time, resources and money to perform; and Plaintiff did  
9 so perform under Contract 2 and negotiated and closed the “Gui Zhou-To-Guang  
10 Dong-Line 2” project. Defendants were paid by the end contract users for this “Gui  
11 Zhou-To-Guang Dong-Line 2” project.

12 39. Plaintiff’s performance under Contract 2 was a good and valuable  
13 performance, and the benefits of such performance were received, utilized and  
14 recognized by Defendants as superior in all facets for which Plaintiff was hired.  
15 Defendant paid Plaintiff a success commission of \$1,000,000 USD under Contract 2.

16 40. Thereafter, based on Plaintiff’s performance, Defendants offered to  
17 Plaintiff another contract to continue their relationship with Plaintiff.

18 ***THE “LING BAO” PROJECT***

19 41. On or about the middle of 2005, Plaintiff and Defendants were  
20 performing under and did perform under Contract 1, as alleged in paragraphs 33  
21 through 36 above.

22 42. At this time Plaintiff was engaged by Defendants by an oral contract for  
23 Plaintiff’s specific services and negotiation with the “Ling Bao” project. This contract  
24 was the Contract 2 oral contract for Plaintiff’s success commission. This contract was  
25 confirmed by subsequent writings and performance, between Defendants and Plaintiff.  
26 There is no choice of law or venue provisions.

27 43. Mr. Wilfred Breur of Defendant Siemens, traveled specifically to Beijing  
28 to meet with Plaintiff to enter into and initiate performance under this oral contract.

1           44.   The terms pursuant to the oral agreement between Defendants and  
2 Plaintiff were:

3           (a)   Plaintiff was to: (i) specifically work on negotiating the contract terms  
4           with contract end users in the “Ling Bao” project; (ii) perform such  
5           work exclusively as an agent and employee of Defendants; (iii) perform  
6           such work according to specific orders of Defendants; (iv) perform such  
7           work under the direction of Defendant Velpanur Ramaswami; and (v)  
8           perform such work on the timetable, hours and locations as dictated by  
9           Defendants.

10          (b)   In return, Defendant was to, upon completion of the “Ling Bao”  
11          contract negotiation with end users, pay to Plaintiff a success  
12          commission based upon the gross sale price.

13          45.   In consideration of Defendants’ promise to pay the success commission,  
14          Plaintiff expended substantial time, resources and money to perform; and Plaintiff did  
15          so perform under this oral contract and negotiated and closed the “Ling Bao” project.  
16          Defendants were paid by the end contract users for this “Ling Bao” project.

17          46.   Plaintiff’s performance under this oral contract was a good and valuable  
18          performance, and the benefits of such performance were received, utilized and  
19          recognized by Defendants as superior in all facets for which Plaintiff was hired.  
20          Defendant paid Plaintiff a success commission of \$300,000 USD under this contract.

21          47.   Thereafter, based on Plaintiff’s performance, Defendants offered to  
22          Plaintiff another contract to continue their relationship with Plaintiff.

23                   **3. THE “YUN GUANG HVDC” AND “XILOU DU HVDC” PROJECTS**

24          48.   On or about January 2006, Plaintiff was engaged by Defendants to  
25          provide consultant services for Defendants’ market development of Power  
26          Transmission Development in China on two concurrent and simultaneous projects –  
27          the “Yun Guang HVDC” project involving China Southern Power Grid Co., Ltd. as  
28          the end contract user, and the “Xilou Du HVDC” project involving State Grid

1 Corporation of China as the end contract user. Plaintiff and Defendants again entered  
2 into the same contractual arrangements for expenses and the success commission for  
3 both projects. Here, Contract 1 was in the form of a written contract for expenses  
4 pursuant to an untitled letter agreement between Defendants and Plaintiff. Contract 2  
5 was in the form of an oral contract for the success commission. The terms of both  
6 Contract 1 and Contract 2 were set and ratified by Uriel Sharef in his capacity as a  
7 director, officer, board member, uber executive, uber manager, managing consultant  
8 with authority and on behalf of and for Defendants AG, PG, PTD and SCU which was  
9 ratified by Defendants and confirmed by subsequent writings, and meetings and  
10 performance between Defendants and Plaintiff.

11 49. The terms of Contract 1 were:

- 12 (a) Paragraph 1 states, Plaintiff is employed in the field of marketing and is  
13 to provide to Defendants: (i) establish and hold liaison activities to help  
14 Defendant cultivate business contacts within China by establishing  
15 contacts with Chinese authorities, (ii) market intelligence and identify  
16 potential business opportunities in China; and (iii) furnish reports on the  
17 above.
- 18 (b) Paragraphs 2, 3, 11 and 13 state Plaintiff's work is freelance and not as  
19 an employee, and that any modification of the contract shall be in  
20 writing.
- 21 (c) Paragraph 4 states that Plaintiff is to work with Siemens representative,  
22 Velpanur Ramaswami (who is also a named defendant in this lawsuit).
- 23 (d) Paragraphs 5, 6 and 12 state that: (i) Defendants receive the results of  
24 Plaintiffs work under this contract; (ii) Plaintiff is to submit  
25 documents/finished work for evaluation; and (iii) upon completion,  
26 Plaintiff is to return documents received in connection with the work.
- 27 (e) Paragraph 7 states, Defendants are to pay Plaintiff a flat lump sum fee  
28 of \$60,000 USD per year for 2006 and 2007, and from 2008 forward,

1 Defendants are to pay Plaintiff \$60,000 USD Plaintiff on a yearly basis;  
2 and Paragraph 9 states that from the lump sum payments Plaintiff will  
3 pay her own costs of performance, and Defendants will additionally pay  
4 travel expenses.

5 (f) Paragraph 10 states that Plaintiff will pay all relevant German taxes  
6 related to the contract.

7 (g) Paragraph 14 states that German law shall apply to the letter agreement  
8 and venue shall depend on the location of the principal's offices.

9 50. In consideration of Defendants' promise to pay costs and expenses,  
10 Plaintiff expended substantial time, resources and money to perform; and Plaintiff did  
11 so perform under Contract 1.

12 51. Plaintiff's performance under Contract 1 for both projects was a good  
13 and valuable performance, and the benefits of such performance were received,  
14 utilized and recognized by Defendants as superior in all facets for which Plaintiff was  
15 hired. Defendant paid Plaintiff an initial non-refundable lump sum payment of  
16 approximately \$400,000.00 USD under Contract 1.

17 52. The terms of Contract 2 pursuant to the oral agreement between  
18 Defendants and Plaintiff were:

19 (a) Plaintiff was to: (i) specifically work on the negotiating the contract  
20 terms with contract end users in the "Yun Guang HVDC" and "Xilou  
21 Du HVDC" projects; (ii) perform such work exclusively as an agent and  
22 employee of Defendants; (iii) discontinue previous Siemens and other  
23 freelance work if applicable; (iv) perform such work according to  
24 specific orders of Defendants; (v) perform such work under the  
25 direction of Uriel Sharef and Velpanur Ramaswami and (vi) perform  
26 such work on the timetable, hours and locations as dictated by  
27 Defendants.  
28

1 (b) Defendant was to, upon completion of the “Yun Guang HVDC” and  
2 “Xilou Du HVDC” contract negotiation with end users, pay to Plaintiff  
3 a success commission of 1% of the gross sale price.

4 (c) There is no choice of law or venue provisions.

5 53. In consideration of Defendants’ promise to pay the success commission,  
6 Plaintiff expended substantial time, resources and money to perform and Plaintiff did  
7 so perform under the Contract 2 and negotiated and closed the “Yun Guang HVDC”  
8 project. Likewise, Plaintiff expended substantial time, resources and money to  
9 perform and Plaintiff did so perform under the Contract 2 and fully negotiated all  
10 material and foundational bid and deal points for the “Xilou Du HVDC” project which  
11 closed shortly after Plaintiff was forced to resign as alleged below. Even though  
12 Defendants forced Plaintiff to resign, after that time Defendants still contacted  
13 Plaintiff for her input and business expertise to finish and close the “Xilou Du  
14 HVDC” project. Defendants were paid in excess of \$800,000,000.00 by the end  
15 contract users for the “Yun Guang HVDC” and “Xilou Du HVDC” projects.

16 54. Plaintiff’s performance under Contract 2 was a good and valuable  
17 performance, and the benefits of such performance were received, utilized and  
18 recognized by Defendants as superior in all facets for which Plaintiff was hired.  
19 Defendants, however, have not paid Plaintiff her earned success commission of not  
20 less than \$8,000,000 USD under Contract 2 despite repeated promises to do so.

21 **C.**

22 **BREACH OF THE “YUN GUANG HVDC” AND “XILOU DO HVDC”**  
23 **PROJECTS SUCCESS COMMISSION PAYMENTS**

24 55. After obtaining and utilizing Plaintiff’s performance under Contract 2,  
25 Defendants, and DOES 1 through 50, and each of them, inclusive, breached their  
26 obligations under the contract by:

27 (a) Stalling Plaintiff along with promises to pay Plaintiff the success  
28 commission as promised, notwithstanding, that Defendant Siemens, by

1 and through its agent with authority, Wilfred Breur, acknowledged in  
2 writing and orally that Plaintiff was to be paid the success commission;

3 (b) Continued failure to pay Plaintiff's success commission;

4 (c) Expressly promising to pay Plaintiff the success commission by August  
5 2008, if Plaintiff would submit a letter of resignation of Plaintiffs'  
6 services as a consultant, which Plaintiff did on April 10, 2007, in  
7 reliance upon Defendants' promise;

8 (d) Defendants failed to pay the success commission by August 2008, as  
9 promised, but Defendants by and through its agent with authority,  
10 Wilfred Breur, acknowledged the obligation in writing on July 31, 2008,  
11 in that Defendant Velpanur Ramaswami would "handle" the success  
12 commission on behalf of Siemens;

13 (e) Defendants continue to fail to pay the earned success commission to  
14 Plaintiff, and instead directed Plaintiff to Defendant Velpanur  
15 Ramaswami for payment of the success commission.

16 56. To date, Plaintiff has not been paid the said success commission due.

17 57. Siemens' and Ramaswami's actions in failing to pay Plaintiff her success  
18 commission are also related to Siemens deflection of blame (i.e., that Plaintiff  
19 engaged in the illegal payment and/or was the conduit for the illegal payment of  
20 bribes to Chinese officials on behalf of Siemens in connection with Siemens power  
21 and energy projects in South China) onto Plaintiff to cover Defendants own corrupt  
22 actions.

23 **D.**

24 **FALSE LIGHT**

25 58. Despite the incredible work by Plaintiff in opening the Chinese business  
26 power market to Siemens and helping Siemens to establish its new footprint in China,  
27 when times turned bad for Siemens (i.e., public indictments in the U.S., Germany, and  
28 the U.K. with the discovery of endemic, systemic and worldwide Siemens corruption),



1 Siemens turned on Plaintiff.

2 59. That Defendants had been charged with and pled guilty to unprecedented  
3 charges of corporate corruption and pled guilty to failing to maintain adequate  
4 corporate control and books and records and pled guilty to conspiracy to violate the  
5 United States Foreign Corrupt Practices Act (FCPA). In 2008, early 2009 Siemens  
6 paid fines of over USD 450 million to the U.S. Department of Justice, and paid USD  
7 350 million to settle a lawsuit brought by the Securities and Exchange Commission  
8 (SEC) for violations of the FCPA. And, approximately during this same time period,  
9 in Munich, the German Government public prosecutor issued and Siemens accepted a  
10 fine of € 395 million for failure to supervise corporate operations on the same basis as  
11 set forth in the U.S. To date, in Germany, public prosecutions of officers and  
12 directors of Siemens continues.

13 60. Siemens (as well as Ramaswami) has sought to deflect blame for its own  
14 corrupt actions onto Plaintiff. This deflection of blame by Siemens onto Plaintiff was  
15 and is, to wit, that Plaintiff engaged in the illegal payment and/or was the conduit for  
16 the illegal payment of bribes to Chinese officials on behalf of Siemens in connection  
17 with Siemens power and energy projects in South China. This deflection of blame  
18 was published by Defendants to others in the same personal and business circles and  
19 related industries causing Plaintiff to be cast in a false light in her personal life,  
20 business and business relationships, past present and future.

21 61. Defendants have engaged in this deflection upon Plaintiff to quiet  
22 Plaintiff and cause Plaintiff physical, emotional and financial pain.

23 62. Defendants knew and had actual knowledge, at all times including before  
24 publishing, and at the time of publishing and subsequent to publishing, that  
25 Defendants deflection of blame onto Plaintiff was false. Siemens through its chain of  
26 command from the operations in China to the board rooms in the United States,  
27 Canada and Germany from Defendant Velpanur Ramaswami to Wilfred Breur to Udo  
28 Niehage to Uriel Sharef monitored and/or were informed of the results of such

1 monitoring of the bank accounts of Defendant Ramaswami with whom Siemens had  
2 transferred very large monetary deposits. Defendants knew that Plaintiff was not in  
3 the receipt of any funds for purposes about which Siemens published. Defendants  
4 also knew the bribes were not paid as Defendants published, and to date, Plaintiff is  
5 informed and believes, and based thereon alleges, that the money is still in possession  
6 of Defendant Ramaswami and monitored by Defendant Siemens.

7         63. These acts were done in an effort to deflect blame upon Plaintiff so as to  
8 conceal knowledge by the chain of command of Siemens agents, executives and board  
9 members as to other matters relating to power projects in South China, namely, an  
10 effort to conceal Siemens price-fixing and territory division, together with co-  
11 defendant Ramaswami, of southern and northern power markets in China. Siemens  
12 has engaged in an elaborate anti-trust division of territories in China such that by  
13 mutual agreement, Siemens controls the southern power contracts in China and the  
14 Swiss company ABB controls the northern power contracts in China.

15         64. Siemens uses the services of codefendant Ramaswami as a consultant to  
16 bid on power contracts in China. Ramaswami, who has a Swiss passport, coordinates  
17 the bids with his liaison contacts with ABB so that the appearance of competitive  
18 bidding is set forth in Siemens and ABB bids for power contracts, in that the  
19 competing bids never vary by more than a couple of percentage points. The bidding  
20 transactions for the last four contracts for high voltage power distribution in China  
21 bear this out and have been divided exactly in this manner. From 1996 to 2007 the  
22 northern / southern division has been as follows:

- 23             i. Tianshenqiao-Guangzhou HVDC project (Siemens)
- 24             ii. 3G-Changzhou HVDC project (ABB)
- 25             iii. 3G-Guangdong HVDC Project (ABB)
- 26             iv. Guizhou-Guangdong HVDC project (Siemens)
- 27             v. 3G-Shanghai HVDC project (ABB)
- 28             vi. Yunnan-Guangdong HVDC project (Siemens)

1           vii. Xiangjiaba-Shanghai HVDC project (ABB is the main supplier, and  
2           Siemens is the sub-supplier of the local supplier for one station valve  
3           and transformer.)

4           65. The price-fixing arrangements between Siemens and ABB are coming to  
5 light. In January 2007, Siemens was fined € 396 million by the EU as the leader of a  
6 cartel involving 11 companies for rigged bids in procurement contracts, fixed prices  
7 and the exchange of confidential information relating to EU electricity markets, over a  
8 16 year period, together with ABB, Alstom, Fuji, Hitachi Japan, AE Power Systems,  
9 Mitsubishi Electric Corp, Schneider, Areva, Toshiba and VA Tech. More recently,  
10 on October 7, 2009, the EU fined ABB € 33.75 million over claims that ABB divided  
11 European and Japanese markets for electric-power transformers through a cartel with  
12 and among Siemens AG, Areva SA, Alstom SA, Toshiba Corp., Hitachi Ltd. and Fuji  
13 Electric.”

14           66. As alleged above, there was a contractual pattern and course of conduct  
15 between the parties developed by Defendants to suit Defendants’ own internal and  
16 external accounting, reporting and auditing procedures. Plaintiff does not at this time  
17 know the exact nature of how Defendants internal and external (either global,  
18 regional/hemispheric, regional/international, national, state, local) accounting,  
19 reporting and auditing procedures accounted for the payment of expenses and com-  
20 missions to Plaintiff individually or throughout the entire South China Power Grid.

21           67. That the deflection upon Plaintiff to cast Plaintiff in a false light is also  
22 an effort to hide the fact that Plaintiff’s earned commission was paid to codefendant  
23 Ramaswami (which as alleged above, Siemens directly told Plaintiff to obtain her  
24 commission money from Ramaswami). Plaintiff is informed and believes, and based  
25 thereon alleges, that the money is still in possession of Defendant Ramaswami and  
26 monitored by Siemens and that it remains in the possession of Defendant Ramaswami  
27 for this purpose and related to price-fixing. In this manner, the Defendants can  
28 impose financial leverage over Plaintiff to coerce her silence.

1 **E.**

2 **DAMAGES**

3 68. As a direct and proximate result of the aforesaid conduct, acts and  
4 omissions of Defendants, and DOES 1 through 50, and each of them, inclusive,  
5 Plaintiff has not been paid the success commission due and owing to her as alleged in  
6 paragraph 56 above. Plaintiff has not been reimbursed for money expended in  
7 performance, Plaintiff has not had the use of the money that should have been paid to  
8 Plaintiff, and Plaintiff has been forced to incur expenses for legal representation and  
9 other costs, and is informed and believes, and thereon alleges, that she will in the  
10 future be forced to incur additional expenses of the same nature, all in an amount  
11 which is at present unknown. Plaintiff will seek leave of court to set forth the actual  
12 amount of said losses and expenses according to proof at the time of trial.

13 69. As a direct and proximate result of the aforesaid conduct, acts and  
14 omissions of Defendants, and DOES 1 through 50, and each of them, inclusive,  
15 Plaintiff has or will suffer a loss of income, earnings and earning capacity, past,  
16 present and future. The exact amounts of said losses are unknown to Plaintiff at this  
17 time, and Plaintiff will seek leave of court to set forth the actual amount of loss of  
18 earnings at the time of trial.

19 70. As a direct and proximate result of the aforesaid conduct, acts and  
20 omissions of Defendants, and DOES 1 through 50, and each of them, inclusive,  
21 Plaintiff did necessarily incur and in the future will incur incidental expenses and  
22 damages in an amount and amounts which have not as yet been fully ascertained.  
23 Plaintiff will assert the amount of incidental expenses and damages when the same  
24 have been ascertained or according to proof, and Plaintiff will seek leave of court to  
25 set forth the actual amount of the loss at the time of trial.

26 71. As a direct and proximate result of the aforesaid conduct, acts and  
27 omissions of Defendants, and DOES 1 through 50, and each of them, inclusive,  
28 Plaintiff has been placed in a false light and suffered damage to her reputation both in

1 her personal and professional life.

2 72. Prior to the false light occurrences alleged herein, Plaintiff was an able-  
3 bodied individual, but since, as a direct and proximate result of the aforesaid conduct,  
4 acts and omissions of said Defendants, and DOES 1 through 50, and each of them,  
5 inclusive, Plaintiff has been unable to engage fully in plaintiff's occupation, and is  
6 informed and believes, and thereon alleges, that plaintiff will be incapacitated and  
7 unable to perform plaintiff's usual work for an indefinite period of time in the future,  
8 all to the plaintiff's damage in an amount which is at present unascertained.

9 73. As a direct and proximate result of the aforesaid conduct, acts and  
10 omissions of Defendants, and DOES 1 through 50, and each of them, inclusive,  
11 Plaintiff was rendered with internal and external physical complications from pain to  
12 all parts of her body. Plaintiff has also suffered from extreme mental anguish,  
13 depression, physical body upset, and has been rendered sick, sore, lame, infected,  
14 disabled, incapacitated and disordered, both internally and externally, and suffered,  
15 among other things, internal injuries, severe fright, shock, pain, discomfort, anxiety,  
16 and social disgrace. The exact nature and extent of said injuries are not known to the  
17 plaintiff, who will pray leave of the court to insert the same when they are ascertained.

18 74. As a direct and proximate result of the aforesaid conduct, acts and  
19 omissions of Defendants, and DOES 1 through 50, and each of them, inclusive,  
20 Plaintiff has been forced to incur expenses for medical care, x-rays and laboratory  
21 costs during the period of her disability and is informed and believes, and thereon  
22 alleges, that she will in the future be forced to incur additional expenses of the same  
23 nature, all in an amount which is at present unknown. Plaintiff will seek leave of  
24 court to set forth the actual amount of loss of earnings at the time of trial.

25 75. As a direct and proximate result of the aforesaid conduct, acts and  
26 omissions of Defendants, and DOES 1 through 50, and each of them, inclusive,  
27 Plaintiff has been damaged in ways that are yet unknown and not fully ascertained and  
28 damaged in an amount and amounts which have not as yet been fully ascertained. The

1 exact amounts of said losses are unknown to Plaintiff at this time, and Plaintiff will  
2 seek leave of court to set forth the actual amount of damages at the time of trial.

3 76. As a direct and proximate result of the aforesaid conduct, acts and  
4 omissions of Defendants, and DOES 1 through 50, and each of them, inclusive,  
5 Plaintiff has been damaged in an amount in excess of the jurisdictional minimum of  
6 this court.

7 **FIRST CAUSE OF ACTION**

8 **(Breach of Contract as against Defendants Siemens AG, Siemens Power  
9 Transmission and Distribution, LLC and Siemens Corporation USA.)**

10 77. Plaintiff incorporates here, as though fully set forth herein, paragraphs 1  
11 through 76, above, inclusive.

12 78. Plaintiff has fully performed under all contracts, and if, assuming  
13 arguendo, that Plaintiff did not fully perform, then Plaintiff was prevented from  
14 performing.

15 79. Defendants are obligated under the contract to pay Plaintiff.

16 80. Defendants have not paid Plaintiff.

17 81. As a direct and proximate result of the aforesaid conduct, acts and  
18 omissions of Defendants, and DOES 1 through 50, and each of them, inclusive,  
19 Plaintiff has been damaged as alleged in paragraphs 68, 69, 70, 75 and 76 above.

20 **SECOND CAUSE OF ACTION**

21 **(Breach of Third Party Beneficiary Contract as against all Defendants.)**

22 82. Plaintiff incorporates here, as though fully set forth herein, paragraphs 1  
23 through 81, above, inclusive.

24 83. As alleged above, Plaintiff asserts that Defendant Siemens directed  
25 Plaintiff to collect the success commission due to her from Defendant Velpanur  
26 Ramaswami.

27 84. Based upon a July 31, 2008, communication from an agent with express  
28 authority, Wilfred Breur, Defendant Siemens directed its agent Defendant Velpanur

1 Ramaswami to pay to Plaintiff the success commission due and owing to Plaintiff.  
2 Plaintiff asserts that Defendant Ramaswami accepted the obligation to pay Plaintiff  
3 the success commission.

4 85. Based on information and belief, the success commission due and owing  
5 to Plaintiff were placed by Siemens' into Ramaswami's bank accounts, presumably in  
6 Hong Kong, and based on further information and belief, said bank accounts may also  
7 be presumably in Switzerland, to be held in trust for and to be paid to Plaintiff.

8 86. Both Siemens and Ramaswami have refused to provide details of such a  
9 banking transaction or communications regarding the proposed payment of Plaintiff's  
10 success commission.

11 87. As Plaintiff is a third party beneficiary of said transaction between  
12 Defendants Siemens and Ramaswami, all Defendants are obligated to pay to Plaintiff  
13 her success commission.

14 88. Defendant Siemens' obligation to pay to Plaintiff her success  
15 commission has not been discharged or extinguished, nor does Plaintiff discharge or  
16 extinguish Siemens from its obligation to perform and pay Plaintiff the success  
17 commission under the contract.

18 89. No Defendant has paid Plaintiff.

19 90. As a direct and proximate result of the aforesaid conduct, acts and  
20 omissions of Defendants, and DOES 1 through 50, and each of them, inclusive,  
21 Plaintiff has been damaged as alleged in paragraphs 68, 69, 70, 75 and 76 above.

22 **THIRD CAUSE OF ACTION**

23 **(Conversion as against all Defendants.)**

24 91. Plaintiff incorporates here, as though fully set forth herein, paragraphs 1  
25 through 90, above, inclusive.

26 92. Defendants have wrongfully maintained possession, custody and control  
27 of Plaintiff's property, her success commission.

28

1 93. Plaintiff has been denied the use and control of her property, the success  
2 commission.

3 94. As a direct and proximate result of the aforesaid conduct, acts and  
4 omissions of said defendant, and DOES 1 through 50, and each of them, inclusive,  
5 Plaintiff has been damaged as alleged in paragraphs 68, 69, 70, 75 and 76 above.

6 95. In doing the acts alleged herein, Defendants, and DOES 1 through 50,  
7 and each of them, inclusive, acted willfully and recklessly towards Plaintiff to whom  
8 they owed a duty, and did so intentionally, wilfully and for Defendants own financial  
9 gain as set forth above, at the expense and detriment of Plaintiff entitling Plaintiff an  
10 award of exemplary and punitive damages against Defendants according to proof at  
11 the time of trial.

12 **FOURTH CAUSE OF ACTION**

13 **(Breach of the Covenant of Good Faith and**  
14 **Fair Dealing as against all Defendants.)**

15 96. Plaintiff incorporates here, as though fully set forth herein, paragraphs 1  
16 through 95, above, inclusive.

17 97. Based on all of the foregoing allegations in this complaint, the  
18 Defendants, and each of them have breached the implied covenant of good faith and  
19 fair dealing.

20 98. As a direct and proximate result of the aforesaid conduct, acts and  
21 omissions of said Defendants, and DOES 1 through 50, and each of them, inclusive,  
22 plaintiff has been damaged as alleged in paragraphs 68, 69, 70, 75 and 76 above.

23 **FIFTH CAUSE OF ACTION**

24 **(False Light as against all Defendants.)**

25 99. Plaintiff incorporates here, as though fully set forth herein, paragraphs 1  
26 through 98, above, inclusive.

27 100. As alleged above, Defendants published false information to cast Plaintiff  
28 in a false light to deflect blame away from Defendants' corrupt practices in China and



1 place the blame unto Plaintiff.

2 101. This deflection of blame was published by Defendants to others in the  
3 same personal and business circles and related industries and proximately caused  
4 Plaintiff to be cast in a false light in her personal life, business and business  
5 relationships, past present and future.

6 102. Defendants knew and had actual knowledge, at all times including before  
7 publishing, at the time of publishing and subsequent to publishing, that Defendants  
8 deflection of blame onto Plaintiff was false; and moreover, that casting Plaintiff in a  
9 false light would harm Plaintiff personally, in business, economically, culturally and  
10 socially.

11 103. As a direct and proximate result of the aforesaid conduct, acts and  
12 omissions of said Defendants, and DOES 1 through 50, and each of them, inclusive,  
13 plaintiff has been damaged as alleged in paragraphs 69 through 76 above.

14 104. In doing the acts alleged herein, Defendants, and DOES 1 through 50,  
15 and each of them, inclusive, acted willfully and recklessly towards Plaintiff to whom  
16 they owed a duty, and did so intentionally, wilfully and for Defendants own financial  
17 gain as set forth above, at the expense and detriment of Plaintiff entitling Plaintiff an  
18 award of exemplary and punitive damages against Defendants according to proof at  
19 the time of trial.

20 **PRAYER FOR RELIEF**

21 **FOR ALL CAUSES OF ACTION**

- 22 1. For special/economic damages in excess of the minimum jurisdictional  
23 limits in amounts according to proof, but not less than \$8,000,000.00;
- 24 2. For consequential damages in amounts according to proof;
- 25 3. For incidental damages in amounts according to proof;
- 26 4. For costs of suit incurred herein, and interest as allowed by law in  
27 amounts according to proof;
- 28 5. For the value of legal care and attention required, which has been and

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- will be required in the future in amounts according to proof;
- 6. For the reasonable value of loss of earnings, income and loss of earning capacity of the improperly withheld in amounts according to proof;
- 7. For attorneys' fees; and
- 8. For such other and further relief as the Court deems just and proper.

**ADDITIONALLY FOR THE THIRD CAUSE OF ACTION**

- 9. For restitutionary damages in amounts according to proof.

**ADDITIONALLY FOR THE FIFTH CAUSES OF ACTION**

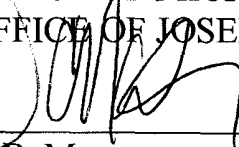
- 10. For general damages in amounts according to proof.

**ADDITIONALLY FOR THE THIRD AND FIFTH CAUSES OF ACTION**

- 11. For punitive damages in amounts according to proof.

Dated: January 11, 2010.

Respectfully submitted,  
LAW OFFICE OF MICHAEL B. MONTGOMERY  
LAW OFFICE OF JOSEPH C. MAHER

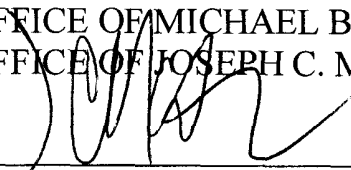
BY   
\_\_\_\_\_  
Michael B. Montgomery  
Joseph C. Maher II  
Attorneys for Plaintiff

**JURY TRIAL DEMANDED**

Plaintiff hereby respectfully requests a jury trial in this matter.

Dated: January 11, 2010.

Respectfully submitted,  
LAW OFFICE OF MICHAEL B. MONTGOMERY  
LAW OFFICE OF JOSEPH C. MAHER

BY:   
\_\_\_\_\_  
Michael B. Montgomery  
Joseph C. Maher II  
Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Dean D. Pregerson and the assigned discovery Magistrate Judge is Patrick J. Walsh.

The case number on all documents filed with the Court should read as follows:

**CV10 - 174 DDP (PJWx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

**Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

**Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

**Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:  
 Michael B. Montgomery (CSBN 34310), Law Office  
 of Michael B. Montgomery, 2627 Mission Street,  
 Suite #1, San Marino, CA 91108, Tel.:(626)799-0550,  
 Fax:(626)799-0050, MBMontgomery@hotmail.com  
 Attorneys for Plaintiff Lauren Sun

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

Lauren Sun

CASE NUMBER

PLAINTIFF(S)

CV 10-00174 DDP (RSW)

v.

Siemens AG; Siemens Power Transmission and Distri-  
 bution, LLC; Siemens Corporation USA; Velpanur  
 Ramaswami; and DOES 1 Through 10, inclusive,

DEFENDANT(S).

SUMMONS

TO: DEFENDANT(S): Siemens AG; Siemens Power Transmission and Distribution, LLC;  
Siemens Corporation USA; Velpanur Ramaswami; and DOES 1 Through 10, inclusive,

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached  complaint  amended complaint  counterclaim  cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Michael B. Montgomery, whose address is 2627 Mission Street, Suite #1, San Marino, California 91108,. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

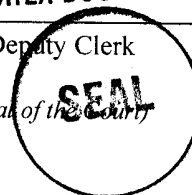
Clerk, U.S. District Court

Dated: 11 JAN 2010

By: SHEA BOURGEOIS

Deputy Clerk

(Seal of the Court)



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

<p><b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/>)</p> <p>Lauren Sun</p>	<p><b>DEFENDANTS</b></p> <p>Siemens AG; Siemens Power Transmission and Distribution, LLC; Siemens Corporation USA; Velpanur Ramaswami; and DOES 1 through 50, inclusive,</p>
<p><b>(b)</b> Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)</p> <p>Michael B. Montgomery, Law Ofc Michael B. Montgomery, 2627 Mission St., Ste. #1, San Marino, CA 91108 (626)799-0550 / Joseph Maher, Law Ofc Joseph C. Maher, 9025 Wilshire Blvd., 5th Flr, Beverly Hills, CA 90211 (310)204-1910</p>	<p>Attorneys (If Known)</p> <p>Siemens by Brant W. Bishop, P.C., and Tyler Mace, Kirkland &amp; Ellis LLP, 655 Fifteenth Street, N.W., Washington, DC 20005, 777 South Figueroa Street, Los Angeles, CA 90017, (202)879-5959. Ramaswami - unknown.</p>

<p><b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff    <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant    <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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**IV. ORIGIN** (Place an X in one box only.)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from another district (specify):     6 Multi-District Litigation     7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT:** **JURY DEMAND:**  Yes     No (Check 'Yes' only if demanded in complaint.)

**CLASS ACTION under F.R.C.P. 23:**  Yes     No    **MONEY DEMANDED IN COMPLAINT: \$ 8,000,000**

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

**VII. NATURE OF SUIT** (Place an X in one box only.)

<p><b>OTHER STATUTES</b></p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce/ICC Rates/etc.</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 810 Selective Service</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 875 Customer Challenge 12 USC 3410</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Act</p> <p><input type="checkbox"/> 892 Economic Stabilization Act</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 894 Energy Allocation Act</p> <p><input type="checkbox"/> 895 Freedom of Info. Act</p> <p><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>	<p><b>CONTRACT</b></p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment &amp; Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input checked="" type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p> <p><b>REAL PROPERTY</b></p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent Lease &amp; Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p>	<p><b>TORTS</b></p> <p><b>PERSONAL INJURY</b></p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel &amp; Slander</p> <p><input type="checkbox"/> 330 Fed. Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury-Med Malpractice</p> <p><input type="checkbox"/> 365 Personal Injury-Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p><b>IMMIGRATION</b></p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 463 Habeas Corpus-Alien Detainee</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p><b>TORTS</b></p> <p><b>PERSONAL PROPERTY</b></p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p> <p><b>BANKRUPTCY</b></p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p><b>CIVIL RIGHTS</b></p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/Accommodations</p> <p><input type="checkbox"/> 444 Welfare</p> <p><input type="checkbox"/> 445 American with Disabilities - Employment</p> <p><input type="checkbox"/> 446 American with Disabilities - Other</p> <p><input type="checkbox"/> 440 Other Civil Rights</p>	<p><b>PRISONER PETITIONS</b></p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus</p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p><input type="checkbox"/> 540 Mandamus/Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p> <p><b>FORFEITURE/PENALTY</b></p> <p><input type="checkbox"/> 610 Agriculture</p> <p><input type="checkbox"/> 620 Other Food &amp; Drug</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 630 Liquor Laws</p> <p><input type="checkbox"/> 640 R.R. &amp; Truck</p> <p><input type="checkbox"/> 650 Airline Regs</p> <p><input type="checkbox"/> 660 Occupational Safety /Health</p> <p><input type="checkbox"/> 690 Other</p>	<p><b>LABOR</b></p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Mgmt. Relations</p> <p><input type="checkbox"/> 730 Labor/Mgmt. Reporting &amp; Disclosure Act</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act</p> <p><b>PROPERTY RIGHTS</b></p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p><b>SOCIAL SECURITY</b></p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p><b>FEDERAL TAX SUITS</b></p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS-Third Party 26 USC 7609</p>
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CV10-00174

**FOR OFFICE USE ONLY:** Case Number: \_\_\_\_\_

**AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.**

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes  
If yes, list case number(s): Case No. 2:09-cv-05597-SJO-SH, Hon. James S. Otero

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County.	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
(1) Siemens AG; (2) Siemens Power Transmission and Distribution, LLC; (3) Siemens Corporation USA; (4) Velpanur Ramaswami	(1) Germany and State of Delaware, (2) Delaware, (3) Delaware, and (4) Switzerland

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Demand for contractual payment made in Los Angeles County.	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date January 11, 2010

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))