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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BC409749

INTERNATIONAL RECTIFIER, a Delaware
Corporation,

Plaintiff,

v.

ALEX LIDOW, an individual; ROBERT
BEACH, an individual; JIANJUAN "JOE"
CAO, an individual; DAVID TAM, an
individual; ALANA NAKATA, an individual;
GUANGYUANG ZHAO, an individual;
GNOEM SYSTEMS, INC., a corporation;
AIXTRON AG, a corporation; EPISIL
TECHNOLOGIES, INC; a corporation;
HERMES - EPITEK, a corporation; and
EFFICIENT POWER CONVERSION
CORPORATION, a corporation; and DOEs 1
through 50, inclusive

Defendants.

Case No.

COMPLAINT FOR:

1. FRAUD AND DECEIT;
2. MISAPPROPRIATION OF TRADE
SECRET(S);
3. UNFAIR COMPETITION;
4. CONVERSION;
5. BREACH OF DUTY OF LOYALTY;
6. BREACH OF FIDUCIARY DUTY;
7. BREACH OF CONTRACT;
8. TORTIOUS BREACH OF CONTRACT;
and
9. INTENTIONAL INTERFERENCE WITH
CONTRACT RELATIONS

Plaintiff International Rectifier Corporation ("IR" or "International Rectifier" or the
"Company") brings the following claims against Alex Lidow, Robert Beach, Jianjuan "Joe"
David Tam, Alana Nakata, Guangyuang Zhao, Aixtron AG, Episil Technologies, Inc., Hermes
Epitek Corporation, GNOEM Systems, Inc. and Efficient Power Conversion Corporation ("EPC")

as set forth herein.

I.

INTRODUCTION

1. IR is a pioneer and world leader in advanced power management technology. This Complaint seeks to halt Defendants' ongoing scheme and conspiracy to unlawfully and unfairly compete against IR, by stealing IR's proprietary information, trade secrets, intellectual property ("IP") and technology and using it to compete against IR. While at IR, Alex Lidow ("Lidow"), the former CEO and putative head of research and development, knew of and had been involved in the development of revolutionary Gallium Nitride ("GaN") technology, which is one of the newest developments in the power management and controls industry. Lidow later approached various co-defendants with a plan to illicitly expropriate IR's secret GaN research information and other relevant proprietary information, trade secrets, IP and technology.

2. Thereafter, Lidow and his co-defendants formed and operated a new company first designated as "Undercover Company," and then publicly formed and named "Efficient Power Conversion Corporation." These defendants illegally transferred IR's proprietary information, trade secrets, IP, technology and other property pertaining and related to the GaN technology to EPC and others. Defendant Lidow and his co-defendants engaged in "corporate raiding" of IR's key GaN research and development personnel. Defendants Aixtron AG, Episil Technologies, Inc., and Hermes – Epitek, historically business collaborators with IR, secretly encouraged and cooperated with their co-defendants' attack on IR.

3. By engaging in the acts alleged in this Complaint, and through their elaborate fraudulent scheme to rob International Rectifier of its intellectual property and personnel, Defendants have breached their fiduciary duties and duties of loyalty to IR, breached lawful confidentiality and nondisclosure agreements, committed common law fraud, and unlawfully converted property owned by IR. In bringing this action before the court, IR seeks an order preliminarily and permanently enjoining Defendants from further unlawful conduct and a judgment awarding actual, and punitive damages, as well as costs and attorneys' fees.

II.

THE PARTIES

1
2 4. IR, headquartered in El Segundo, California, is a pioneer and world leader in
3 advanced power management technology, from digital, analog and mixed-signal Integrated
4 Circuits to advanced circuit devices, power systems and components. The world's leading
5 manufacturers of computers, appliances, automobiles, consumer electronics and defense systems
6 rely on IR technology to drive the performance and efficiency of their products. The Company,
7 which has been a public company for over 50 years, currently has annual sales of approximately
8 \$1 billion dollars.

9 5. Defendant Alex Lidow ("Lidow") is an individual residing and/or employed in the
10 County of Los Angeles, State of California. Lidow is a former member of the Board of Directors
11 ("Board") and former Chief Executive Officer ("CEO") of IR, and at times relevant hereto,
12 performed the acts alleged hereinafter within the County of Los Angeles.

13 6. Defendant Robert Beach ("Beach") is an individual residing and/or employed in the
14 County of Los Angeles, State of California. Beach is a former employee of IR and at times
15 relevant hereto, performed the acts alleged hereinafter within the County of Los Angeles.

16 7. Defendant Jianjuan "Joe" Cao ("Cao") is an individual residing and/or employed in
17 the County of Los Angeles, State of California. Cao is a former employee of IR and at times
18 relevant hereto, performed the acts alleged hereinafter within the County of Los Angeles.

19 8. Defendant David Tam ("Tam") is an individual residing and/or employed in the
20 County of Los Angeles, State of California. Tam is a former employee of IR and at times relevant
21 hereto, performed the acts alleged hereinafter within the County of Los Angeles.

22 9. Defendant Alana Nakata ("Nakata") is an individual residing and/or employed in
23 the County of Los Angeles, State of California. Nakata is a former employee of IR and at times
24 relevant hereto, performed the acts alleged hereinafter within the County of Los Angeles.

25 10. Defendant Guangyuan Zhao ("Zhao") is an individual residing and/or employed in
26 the County of Los Angeles, State of California. Zhao is a former employee of IR and at times
27 relevant hereto, performed the acts alleged hereinafter within the County of Los Angeles.

28 11. All Defendants who were previously employed at IR signed confidentiality and/or

1 nondisclosure agreements, obligating them to devote their work-related efforts to their duties at
2 IR, to relinquish any interest in patentable intellectual property developed during their
3 employment at IR, to protect and preserve IR's information, trade secrets, IP and technology, and
4 further agreeing that those obligations continued beyond the termination of their employment with
5 IR. Those contracts were made at IR in El Segundo, County of Los Angeles, State of California.

6 12. Defendant GNOEM is a California corporation and at all times relevant hereto was
7 doing business in the State of California.

8 13. Defendant EPC is a Delaware corporation with offices within the County of Los
9 Angeles. Defendants Lidow, Beach, and Cao are directors of EPC.

10 14. Defendant Aixtron AG ("Aixtron") is a German corporation with offices in the
11 United States and is a close collaborator of IR's, specifically with regard to IR's GaN research and
12 development efforts, and at times relevant hereto has done business with IR in the State of
13 California, County of Los Angeles.

14 15. Defendant Episil Technologies, Inc. ("Episil") is a Taiwan corporation and a
15 business collaborator with IR which produces silicon wafers for semiconductor products, and at
16 times relevant hereto has done business with IR and EPC in the State of California, County of Los
17 Angeles.

18 16. Defendant Hermes – Epitek Corporation ("Hermes – Epitek") is a Taiwan
19 corporation with offices in Sunnyvale, California, and a business collaborator with IR which is an
20 importer / exporter and wholesaler of semiconductor devices, and at times relevant hereto has
21 done business with IR and EPC in the State of California, County of Los Angeles.

22 17. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
23 Does 1 through 50, inclusive, and therefore sues those defendants by such fictitious names.
24 Plaintiff will amend this Complaint to allege their true names and capacities when they have been
25 ascertained. Plaintiff is informed and believes and thereupon alleges, that each of said fictitiously
26 named defendants, is responsible in some manner for the occurrences herein alleged, including as
27 an agent, coconspirator and alter ego of each of the other codefendants, and that Plaintiff's
28 damages as herein alleged, were proximately caused by the acts and/or omissions of each of them.

IV.

FACTUAL BACKGROUND

18. IR was founded in 1947 by Alex Lidow's family. From 1994 until his resignation in October 2007, Lidow was a member of IR's Board. From 1999 until his resignation in October 2007, Lidow was the Company's Chief Executive Officer ("CEO").

19. On October 2, 2007, at the request of the Board, Lidow resigned both as IR's CEO and as a Director. Lidow and IR entered into a Separation Agreement pursuant to which Lidow agreed to return all IR property and to provide IR a copy of all Company information which was on his personal laptop. The Separation Agreement provided, in relevant part, that Lidow's Patent Policy and Conflict of Interest Policy remain in full force and effect. The Separation Agreement contains no release of claims by either Lidow or IR.

20. Lidow initiated a secret plan to set up and run a separate, competing company in contravention of his employment and fiduciary duties to IR. Lidow first denominated his new company as "Undercover Company." Lidow later incorporated and renamed this company EPC.

Early Involvement with GaN

21. Early on, Lidow recognized that GaN technology could be the "future" of power electronics and control technology. In 2003, Lidow sought to acquire a company known as GaNrose and recruited Beach, one of GaNrose's founding associates. IR acquired GaNrose because Beach and his associates supposedly had exceptional expertise in the GaN technology field. IR acquired GaNrose for a sum in excess of \$800,000, at the express direction of Lidow.

22. Between March and September 2003, around the same period of time that IR was negotiating the purchase of GaNrose and the hiring of its partners, Beach and others incorporated GNOEM, another GaN related company. According to GNOEM's website, the company's purpose is "working towards solutions that utilize the advantages of Gallium Nitride." See <http://www.gnoem.com>. GNOEM's business plans suggest that, among other things, the company was developing a "µsaw" and endeavoring to develop the capability to produce Epi (epitaxial) wafers for use in GaN power technology. Beach was hired by IR in late September 2003. For his employment at IR, Beach executed documents requiring him to devote all of his efforts to his

1 duties at IR, to relinquish any interest in patentable intellectual property developed during his
2 employment, and to protect and preserve IR's information, trade secrets, IP, and technology.
3 Beach ran GNOEM during his employment with IR in spite of the agreements he executed
4 requiring that his efforts be devoted fully to IR. Beach did not disclose his interest in GNOEM or
5 any other company when he was hired by IR at the end of September 2003. Moreover, at or about
6 that time, Beach registered the domain name www.gnoem.com. IR was unaware of the creation of
7 GNOEM, the domain name, or the diversion of technology to GNOEM.

8 23. On or about May 3, 2005, IR and Aixtron entered into a Confidentiality Agreement
9 by which Aixtron promised that confidential information disclosed by IR to Aixtron "shall be used
10 by [Aixtron] solely in connection with" "the purpose of technical information on hardware and
11 epitaxial processes in preparation for the purchase of an MOCVD [Metal-Organic Chemical
12 Vapour Deposition] System" (the "Aixtron Confidentiality Agreement"). By the agreement of
13 Aixtron and IR, the period covered by the Aixtron Confidentiality Agreement was extended
14 through May 2, 2008. The confidentiality provisions contained in the Aixtron Confidentiality
15 Agreement expressly survive the termination of the agreement.

16 24. General Terms and Conditions were imposed upon the purchase of the Aixtron
17 reactor. Pursuant to the requirements of that agreement, on or about October 27, 2006, Paul
18 Bridger Ph.D. sent a letter to Dr. Kai Chistiansen of Aixtron identifying the information that IR's
19 confidential information that IR had disclosed to Aixtron and its employees in the process of
20 testing the Aixtron reactor. IR is informed and believes that in breach of contract and contrary to
21 its promises, Aixtron disclosed that information to others, including its co-defendants (other than
22 Gnoem). IR is further informed and believes and thereon alleges that Aixtron made its promises
23 to maintain as confidential the information to be disclosed to it by IR without any intention of
24 performing its promise.

25 **The Plan**

26 25. As CEO and putative head of research and development at IR, and an expert himself
27 on power electronic and control technologies, Lidow knew that GaN technology could be
28 revolutionary technology in the power management field. He was aware of and had personally

1 been involved in IR's GaN research. In fact, Lidow oversaw IR's expenditure of more than \$60
2 million towards the development of GaN power electronic and control technology as the next
3 important advancement in the power management and controls industry.

4 26. Lidow also knew that IR maintained the research and development of GaN in great
5 secrecy to ensure that it would become an early entrant into GaN power electronic and control
6 technology. In fact, Mike Briere, the Company's Chief Technology Officer ("CTO") and Head of
7 Research and Development until December 2007, instructed members of the GaN research and
8 development group, known by the pseudonym "CSC", to maintain a very low profile within the
9 Company. Briere reported directly to Lidow. IR's GaN research efforts were intentionally kept
10 secret from most of IR's personnel and from the outside world to protect some of its most valuable
11 assets, information, trade secrets, IP and technology.

12 27. In or about the summer of 2007, Lidow forestalled a planned public disclosure of the
13 Company's advancements in GaN research. As a result, IR's involvement and successes in the
14 field of GaN research and development remained under wraps and essentially unknown to both the
15 outside power management business world and most of IR's own employees.

16 28. In the early fall of 2007, Lidow separately approached personnel in the Company's
17 GaN research and development group, and senior officers involved in sales and distribution of the
18 Company's products. Lidow presented them with his plan to illicitly expropriate IR's GaN
19 research findings, and all other relevant proprietary information, trade secrets, IP and technology,
20 and to illegally convert it to the use and benefit of a new company, EPC, which would directly
21 compete with and operate to the detriment of IR.

22 29. In the early fall of 2007, Lidow contacted a former senior IR employee to obtain the
23 contact details for Archie Hwang. Hwang was the founder and principal of Hermes-Epitek and of
24 Episil, an "epitaxial" foundry in Taiwan, which makes "wafers" for the power management and
25 control industry. Episil and Hermes-Epitek are business collaborators of IR; Episil makes wafers
26 specifically for IR's research and development group.

27 30. Starting on or about October 11, 2007, Lidow formalized his plan to set up a
28 company to compete with IR in the GaN technology market by preparing a business plan which

1 essentially mirrored IR's plans for its GaN research and development. He entitled it "Undercover
2 Company." Lidow secretly shared this business plan with Tam, Beach and Cao.

3 31. In early October 2007, Tam, with David Yap and other senior IR employees,
4 secretly produced and presented a business plan to Lidow describing another breakaway entity
5 from IR that was to be directly linked to "Undercover Company." The business plan was entitled
6 "SEED2," with the "D2" standing for the two Davids (Tam and Yap). Stephen Tsang ("Tsang"),
7 IR's Head of Sales for the Asia Pacific region until April of 2008, was a close associate of Tam
8 and was also involved in the plans for the SEED2 entity.

9 32. During October 2007, Lidow aggressively recruited Beach and Cao for "Undercover
10 Company." Lidow specifically sought them out because they were both senior members of IR's
11 GaN research and development group, CSC. Additionally, Cao was designated by CTO Briere to
12 be the sole point of contact between the GaN research efforts in El Segundo and a small but highly
13 skilled group of IR engineers working on GaN research in Minnesota which IR had acquired in
14 March of 2006.

15 33. In mid-October 2007, Lidow hosted a "partners meeting" at his home attended by
16 Beach, Cao, Nakata, Tam and David Yap, all of whom were still IR employees, to discuss the
17 business plan of "Undercover Company."

18 34. The Minnesota group, led by Ron Birkhahn, became a key Epi (epitaxial) growing
19 facility for IR's GaN research. The group utilized both a Veeco D180, and later an Aixtron G4
20 reactor for that process. In November 2007, Beach asked Birkhahn to leave IR and join the new
21 start-up company (Undercover Company/EPC) in which Beach was involved. Birkhahn rebuffed
22 Beach's proposition.

23 35. Lidow also recruited Cao, whose wife, Yanping Ma, was responsible for mask
24 development and control in IR's El Segundo GaN research project. Yanping Ma had access to
25 some of the most critical components of IR's GaN research and development project.

26 36. In October 2007, Beach and Cao secretly decided to leave IR and join Lidow's new
27 company. In mid-October they announced their intention to leave. CTO Briere, who was Beach
28 and Cao's ultimate supervisor, became aware of their imminent departure and instructed their

1 immediate supervisor, Rick Sivan, to determine the information, trade secrets, IP and technology
2 to which they had access, and what they were working on just prior to their departure.

3 37. Rick Sivan, IR's Vice President of Research and Development, conducted exit
4 interviews with Beach and Cao, and specifically admonished them to abide by the confidentiality
5 and nondisclosure agreements and other related obligations they had agreed to as IR employees,
6 particularly with regard to the Company's confidential information, trade secrets, IP and
7 technology. Beach and Cao promised to do so, although they had no intention of doing so.

8 38. Notwithstanding these obligations and his supervisor's admonitions, Beach
9 downloaded and sent files containing IR's GaN information to his third party server registered as
10 www.gnoem.com at GNOEM, on October 16 and, again, on October 26, 2007, including the trade
11 secret, confidential, and proprietary designs IR had developed to fabricate a device utilizing IR's
12 GaN technology.

13 39. Notwithstanding these obligations and his supervisor's admonitions, Cao
14 downloaded files containing IR's trade secret, confidential, and proprietary GaN information to an
15 external hard disc drive on October 22 and 29, 2007 and continued to use IR property thereafter.

16 40. Lidow corresponded and spoke with Cao and Beach extensively throughout
17 October, 2007, while Cao and Beach were still employed by IR.

18 41. On October 30, 2007, Lidow incorporated "Undercover Company" in Delaware
19 under the name "Efficient Power Conversion Corporation.". The directors of EPC are Lidow,
20 Beach, and Cao. The offices of EPC were, for some time, located at 400 Continental Boulevard,
21 Suite 600, El Segundo, California, just blocks away from IR's headquarters.

22 42. Beach's and Cao's employment with IR terminated on November 2, 2007.

23 43. Lidow also recruited Zhao, a Chinese national whom IR had sponsored for a H1-B
24 Visa to allow him to work in the United States. Zhao worked in the Company's GaN research
25 group in Minnesota and conducted key GaN research using the Aixtron G4 and Veeco D180
26 reactors.

27 44. In January 2008, Lidow, as head of EPC, filed an application with the United States
28 Immigration Service to amend Zhao's H1-B Visa to name EPC as the sponsoring agent. Lidow's

1 application outlined his intention to employ Zhao at EPC in a remarkably similar role as the one
2 Zhao had at IR. Zhao, who was still employed by IR during the time Lidow filed the amended
3 visa application, did not resign from IR until February 16, 2008.

4 45. Another GaN technology expert, Nakata, while employed at IR, tested and evaluated
5 new wafers and product designs and, thus, has valuable GaN technology skills. On information
6 and belief, Defendant Nakata was solicited to join EPC. On or about February 1, 2008, Lidow
7 formally hired Nakata away from IR to work at EPC.

8 46. Lidow also hired Audrey Downes, a former senior administrative assistant at IR,
9 immediately after she left the Company.

10 **Recruitment of IR Business Collaborators**

11 47. In January 2008, IR learned that Lam Research Corporation, the Company's "etch"
12 supplier, had been contacted by Cao in his capacity as an employee of EPC. Cao had requested
13 that Lam supply him with etching specifications essentially identical to those used by IR for his
14 use at Episil, a foundry in Taiwan.

15 48. Shortly thereafter, certain Defendants made numerous trips to Episil's factories. For
16 example, on or about November 19 and 20, 2007, Beach, Cao, and Lidow traveled to Taiwan to
17 meet with Archie Hwang at Episil. On or about November 26, 2007, Lidow communicated with
18 personnel at Hermes-Epitek, as a follow-up to the meeting with Archie Hwang and others at
19 Episil. Hermes-Epitek is the companion company of Episil, providing professional services and
20 training for semi-conductor and high-tech processes and technology. On or about March of 2008,
21 Cao again traveled to Taiwan to meet at Episil. On or about May 5, 2008, Lidow, Beach, Nakata,
22 Cao and Zhao traveled to Taiwan to meet at Episil.

23 49. Defendants also met and worked with Defendant Aixtron, another IR business
24 collaborator. In or about June of 2008, Zhao met with Yilmaz Dikme in Aachen, Germany, at
25 Aixtron's premises. Dikme is employed by Aixtron. IR personnel had closely collaborated with
26 Dikme in their GaN research and development efforts, and Dikme regularly visited IR's Minnesota
27 GaN group. Dikme was responsible for the installation and trial runs of IR's Aixtron G4 Reactor.
28 As a result, he had access at one time or another to virtually all of IR's GaN-related information,

1 trade secrets, IP, and technology. As part of the scheme, the Defendants at EPC sought out and
2 utilized Aixtron and its reactor as its Epi (epitaxial) grower, just as IR does and did for its GaN
3 effort.

4 50. While employed at IR in June 2008, Tam traveled to Hong Kong to meet with
5 Tsang. Thereafter, in July 2008, Tam traveled to Tel Aviv and Hong Kong, purportedly on IR
6 business. Instead, Tam met with GaN scientists in furtherance of IR's competitors' business
7 plans. Defendant Tam billed IR for the travel expenses he incurred.

8 51. Similarly, various Defendants sought out and engaged in additional collaborations
9 with entities that have ongoing business relationships with IR for similar or identical purposes.
10 These companies include: Wafer Works, Samco, Promex, Soitec and Picogiga. In addition, like
11 IR's GaN Research and Development group, EPC has used facilities at the University of
12 California, Los Angeles for "gate stack etching," and other procedures critical to GaN research and
13 development.

14 52. IR is informed and believes and thereon alleges that Aixtron, Episil, and Hermes-
15 Epitek knew of IR's confidential relationships and confidentiality agreements with each of the
16 other defendants, and that each of them engaged in the acts alleged herein knowing that the other
17 defendants' acts violated their obligation to maintain the confidentiality of and protect IR's
18 confidential and proprietary information and trade secrets, and intended to assist and did provide
19 substantial assistance to each of the other defendants in improperly using IR's confidential and
20 proprietary information and trade secrets in violation of that obligation.

21 53. IR is informed and believes and thereon alleges that, by the words and acts alleged
22 herein the defendants other than Gnoem conspired with one another to improperly acquire, use,
23 and disclose IR's confidential and proprietary information and trade secrets, and took the acts
24 alleged herein in furtherance of their conspiracy.

25 54. IR was damaged by Defendants' actions. Among other things, IR's harm includes
26 the unauthorized taking and conversion of its information, trade secrets, intellectual property, and
27 technology by the Defendants without permission or license, and its use, (1) in a manner intended
28 to undermine and destroy IR's leadership in GaN power electronics and control technology, (2) in

1 a manner inconsistent with IR's choices as to with whom it would share its highly confidential
2 proprietary information, trade secrets, IP and technology, (3) in a manner inconsistent with and
3 adverse to IR's business interests and plans to exploit its GaN research and development in the
4 market, and (4) in a manner which significantly diminished the value of IR's \$60 million-plus
5 expenditure on GaN research and its related efforts to maintain that research project and its results
6 confidential.

7 55. Further, by engaging in their unlawful conduct, Defendants caused IR to lose much
8 of the value of its multi-million dollar research expenditures on both GaN-related projects and
9 personnel. In addition to the losses from the theft of its information, trade secrets, IP and
10 technology, IR was damaged and harmed because Defendants sought out and prevailed upon IR's
11 highly trained personnel to abandon IR in favor of EPC in order to undermine and destroy IR's
12 existing capability to do GaN power control and electronics technology research and development,
13 and to create, manufacture and sell new products in the power management industry. IR has been
14 damaged and harmed by having to bear the costs and expense associated with the loss of these
15 personnel, their expertise and experience, and the loss of continuity of their efforts in support of
16 IR's GaN research and development and IR's first-to-market advantage for its GaN technology all
17 in a sum in excess of \$60 Million.

18 **FIRST CAUSE OF ACTION**

19 (Fraud and Deceit Pursuant to California Civil Code § 1709 *et seq.*

20 Against All Defendants)

21 56. IR re-alleges and incorporates by reference herein, as if set forth in full, the
22 allegations set forth above in all paragraphs 1 through 55 of this Complaint.

23 57. Lidow, Beach, Cao, Tam, Nakata, Zhao, GNOEM, Aixtron, Episil, Hermes-
24 Epitek, EPC, and DOES 1 through 50 acting in concert unlawfully, willfully, and knowingly took
25 specific actions in furtherance of their scheme and artifice to defraud IR and to deprive IR of its
26 property rights in proprietary and information, trade secrets, IP and technology.

27 58. While having a duty to disclose facts to IR, Lidow, Tam and David Yap knowingly
28 and intentionally concealed their plans from IR to illegally misappropriate the Company's

1 information, trade secrets, IP and technology and transfer such information to their competitor
2 company, originally entitled "Undercover Company" and later incorporated as EPC so that
3 Defendants could develop, market and sell IR's GaN technology through EPC. Defendant Tam
4 knowingly and intentionally concealed from IR the "SEED2" business plan to form another
5 breakaway entity to be directly linked to "Undercover Company."

6 59. Lidow knowingly and intentionally concealed his plans from IR to solicit IR's most
7 skilled and knowledgeable GaN technology personnel to leave IR and join his newly formed
8 company, EPC.

9 60. In spite of agreements in which Beach was obliged to devote all of his efforts to his
10 work at IR, and to relinquish any interest in patentable IP developed during his employment, and
11 to protect and preserve IR's information, trade secrets, IP and technology, Beach knowingly and
12 intentionally concealed from IR his formation of a second company GNOEM, which also
13 develops GaN technology. Beach also knowingly and intentionally concealed from IR the fact
14 that he registered the domain name www.gnoem.com while employed at IR, and thus made the
15 alleged promises and representations to IR without any intention of performing them or believing
16 them to be true.

17 61. Moreover, in spite of receiving admonitions from Rick Sivan to abide by the
18 confidentiality and nondisclosure agreements and other obligations he had to agreed to as an IR
19 employee, Beach knowingly and intentionally concealed the fact that he illegally misappropriated
20 IR's information, trade secrets, IP and technology and transferred such information to EPC, for
21 Defendants' own use and to the detriment of IR. Specifically, Beach knowingly and intentionally
22 concealed from IR the fact that he downloaded and sent files that contained IR's information, trade
23 secrets, IP and technology to his third party server registered at www.gnoem.com at GNOEM, on
24 October 16 and, again, on October 26, 2007.

25 62. In spite of IR's policies and nondisclosure and confidentiality agreements which
26 they executed as IR employees obligating them to devote all efforts to their work at IR, to
27 relinquish any interest in patentable IP developed during their employment, and to protect and
28 preserve IR's information, trade secrets, IP and technology, Lidow, Tam, Nakata, Tsang and Zhao

1 knowingly and intentionally concealed from IR their intention to leave IR and to illegally transfer
2 IR's information, trade secrets, IP and technology to EPC, thereby demonstrating their intention
3 not to perform their promise to maintain the confidentiality of IR's trade secrets and confidential
4 and proprietary intellectual property and other information.

5 63. Aixtron, Episil and Hermes-Epitek, business collaborators of IR who had access to
6 IR's GaN-related information, trade secrets, IP and technology, and had entered into NDAs with
7 IR, either themselves or through affiliated companies knowingly and intentionally concealed from
8 IR their efforts to encourage Lidow, Beach and Cao, and to illegally transfer to EPC for its use
9 IR's information, trade secrets, IP and technology. Aixtron and Episil also knowingly and
10 intentionally concealed from IR their work with co-Defendants to develop GaN products using
11 technology developed by IR.

12 64. GNOEM knowingly and intentionally concealed from IR the efforts of its directors
13 and employees to illegally transfer IR's information, trade secrets, IP and technology to GNOEM/
14 EPC.

15 65. EPC knowingly and intentionally concealed from IR the efforts of its directors and
16 employees to illegal transfer IR's information, trade secrets, IP and technology to EPC. EPC also
17 knowingly and intentionally concealed from IR its work with Defendants to develop virtually
18 identical GaN products as those being developed by IR.

19 66. By virtue of their employment relationship with IR, Lidow, Beach, Cao, Tam,
20 Nakata, Tsang and Zhao owed IR a duty to disclose any misappropriation, conversion, or misuse
21 of its information, trade secrets, IP or technology. At all times however, the above named
22 Defendants knowingly and intentionally concealed their intentions to illegally transfer and the
23 illegal transfer of IR's information, trade secrets, intellectual property and technology to EPC and
24 to leave IR's employment to work at EPC.

25 67. IR is informed and believes and thereon alleges that at the time Aixtron entered into
26 the Aixtron Confidentiality Agreement, Aixtron had no intention of performing its promises,
27 including because Aixtron believed that its knowledge regarding its G4 reactor and the epitaxial
28 growth of GaN was superior to that possessed by IR, was generally available in the public domain,

1 was already in its possession prior to disclosure of the information by IR, was received by a third
2 party properly in possession of the information without any obligation to maintain the
3 confidentiality of such information, and which it independently developed.

4 68. Similarly, by virtue of their business relationships with IR and access to its
5 confidential information, Aixtron, Hermes-Epitek and Episil owed IR a duty to disclose any
6 misappropriation, conversion, or misuse of its information, trade secrets, IP or technology. At all
7 times however, Aixtron, Hermes-Epitek and Episil knowingly and intentionally concealed (a)
8 their efforts to encourage co-Defendants to raid IR of its confidential information, trade secrets, IP
9 and technology, (b) the formation of EPC, (c) their work with Defendants to develop virtually
10 identical GaN products as those of IR in spite of their NDAs, and (d) the misappropriation,
11 conversion, or misuse of IR's information, trade secrets, IP or technology by their codefendants
12 while IR's relationships with them and their fiduciary obligations continued.

13 69. IR did not know of the true intentions of Lidow, Beach, Cao, Tam, Nakata, Tsang
14 and Zhao to raid its technology to give to EPC and GNOEM. Rather, IR, relying on the fact that
15 these Defendants executed confidentiality agreements and the expectation that they were loyal
16 employees and officers to the company, provided these Defendants with access to it is most
17 valuable GaN information, trade secrets, IP and technology. Had IR known of these Defendants'
18 true intentions, it would have immediately terminated these Defendants and denied them access to
19 this valuable information.

20 70. IR did not know of Aixtron's, Hermes-Epitek's and Episil's (or their affiliated
21 companies') true intentions to encourage Defendants to raid IR's corporate assets and to work with
22 Defendants to create virtually identical GaN products. Rather, IR, relying on the fact that Aixtron
23 and Episil had executed NDAs provided these Defendants with access to its most valuable GaN
24 information, trade secrets, IP and technology. Had IR known of these Defendants' true intentions,
25 it would have denied them access to its valuable information.

26 71. As a proximate result of the actions of Defendants, IR has sustained significant
27 damages as described in Paragraphs 54 and 55, the amount of which will be proven at trial.

28 72. As a proximate cause of the fraud and deceit of these Defendants as alleged herein,

1 IR has suffered and will continue to suffer consequential damages in an amount according to
2 proof, included but not limited to attorneys' fees and costs and other time and money spent to
3 recover the value of the technology and labor of which it has been defrauded.

4 73. Lidow, Beach, Cao, Tam, Nakata, Zhao, GNOEM, Aixtron, Episil, Hermes-Epitek
5 and EPC knowingly combined and conspired to defraud and deceive IR as described above. As a
6 direct and proximate result of these Defendants' actions, IR has suffered damages in an amount to
7 be proven at trial. These Defendants are jointly and severally liable for the harm they have caused
8 to IR through their conspiracy.

9 74. The actions of these Defendants, as described in the preceding paragraphs, were
10 willful, wanton, malicious, oppressive and were undertaken with the intent to defraud IR.
11 Accordingly, Defendants' actions justify an award of exemplary and punitive damages.

12 75. IR is informed and believes that these Defendants may have defrauded it of other
13 information, trade secrets, IP and/or technology, the full extent of which IR is presently unaware.
14 IR hereby gives notice that it reserves the right to amend this Complaint to include any other
15 wrongful actions of Defendants that IR discovers in the course of this lawsuit and any further
16 damages that it has suffered as a result.

17 **SECOND CAUSE OF ACTION**

18 (Misappropriation of Trade Secrets -Cal. Civ. Code § 3426, *et seq.*

19 Against All Defendants)

20 76. IR re-alleges and incorporates by reference herein, as if set forth in full, the
21 allegations set forth above in all paragraphs 1 through 55 of this Complaint.

22 77. IR's proprietary and confidential information, research, technology, including, but
23 not limited to: process recipes, drawings, business plans, technology development plan, epi
24 research configurations and specifications, device structures, wafers, device test and
25 characterization methodologies integrated process flows interconnect metallurgy constitute trade
26 secrets within the meaning of Civil Code Section 3426.1(d).

27 78. IR's GaN information, trade secrets, IP, and technology were unknown to the
28 public, and to IR's competitors. IR derived economic value, both actual and potential, from it not

1 being known because IR, in its leading role in power management and control, would continue to
2 have an economic and business advantage as an early entrant into the power device market with
3 GaN devices. IR's GaN technology is an entirely new form of power management technology.
4 Once commercialized, it will revolutionize the power electronics and control industry. Thus, IR
5 has every incentive to keep its GaN research and development secret from the public and its
6 competitors until the technology reaches a more advanced stage of development.

7 79. IR took significant steps towards protecting its GaN information, trade secrets, IP
8 and technology. Specifically, IR's GaN epitaxial substrate research and development group,
9 known by the pseudonym CSC and located in Minnesota, was kept secret not only from the
10 public, but from the Company itself. Mike Briere, the Company's CTO and Head of Research
11 and Development, strictly instructed members of CSC to maintain a very low profile within the
12 Company. In fact, Cao was the only point of contact between the Minnesota group and the rest of
13 the GaN researchers in El Segundo, California. IR's GaN research was also marked
14 "confidential" or "proprietary" and contained in a controlled area. Moreover, Lidow, Beach, Cao,
15 Tam, Nakata, and Zhao signed agreements obligating them to protect IR's trade secrets and
16 forbade the unauthorized release of this information both at the inception and termination of their
17 employment. Before Beach and Cao departed, IR supervisors explicitly admonished them to abide
18 by their agreements and other obligations as IR employees, in particular with regard to IR's
19 confidential GaN information, trade secrets, IP, and technology.

20 80. IR also took significant steps towards protecting its GaN information, trade secrets,
21 IP and technology when dealing with Aixtron, Hermes-Epitek and Episil, its business
22 collaborators. Episil, an "epitaxial" foundry in Taiwan, which makes "wafers" for the power
23 management and control industry, made wafers specifically for IR's research and development.
24 Aixtron, among other things, provided IR with a G4 reactor, which was used by IR's secret
25 Minnesota CSC group. Episil and Aixtron executed nondisclosure agreements which forbade the
26 unauthorized release of confidential/ proprietary information.

27 81. Lidow, Beach, Cao, Tam, Nakata, and Zhao, as employees and/or officers of IR,
28 had an obligation to maintain the secrecy of IR's trade secrets and/or, at a minimum, an obligation

1 not to use information known to be IR's trade secrets for their personal gain.

2 82. Despite these obligations, and acting together, Lidow, Beach, Cao, Tam, Nakata,
3 Zhao and GNOEM misappropriated IR's trade secrets, information, IP and technology. For
4 example, Beach downloaded and expropriated files that contained IR's trade secrets, and
5 information, IP and technology to Beach's third party server at www.gnoem.com at GNOEM. By
6 providing this information to EPC, Defendants utilized these unlawfully obtained materials to
7 develop GaN products for their own benefit and that of GNOEM and EPC and to the detriment of
8 IR.

9 83. Additionally, Lidow, Beach, Cao, Tam, Nakata, and Zhao acquired IR's GaN
10 information, trade secrets, IP and technology that they knew or had reason to know was acquired
11 by improper means from Aixtron, Hermes-Epitek and Episil, IR's business collaborators who had
12 executed NDAs.

13 84. Aixtron, Hermes-Epitek and Episil misappropriated IR's GaN information, trade
14 secrets, IP and technology by sharing this information with Lidow, Beach, Cao, Tam, Nakata, and
15 Zhao in violation of the NDAs they executed with IR.

16 85. EPC and GNOEM misappropriated IR's GaN information, trade secrets, IP and
17 technology by receiving and using such information it knew had been improperly acquired by
18 Defendants Lidow, Beach, Cao, Tam, Nakata, Zhao, Aixtron, Hermes-Epitek, Episil, and DOES
19 1 through 50.

20 86. By virtue of the acts and omissions of Lidow, Beach, Cao, Tam, Nakata, Zhao,
21 GNOEM, Aixtron, Episil, Hermes - Epitek, EPC, and DOES 1 through 50 as hereinabove alleged,
22 Defendants are guilty of actual and threatened misappropriation of IR's trade secrets, including
23 willful and malicious misappropriation, within the meaning of the Uniform Trade Secrets Act,
24 thereby entitling IR to injunctive relief and monetary relief, including exemplary damages as set
25 forth in California Civil Code §§ 3426.2 and 3426.3, respectively, in an amount to be proven at
26 trial as well as attorneys fees as set forth in California Civil Code § 3426.4.

27 87. Lidow, Beach, Cao, Tam, Nakata, Zhao, GNOEM, Aixtron, Episil, Hermes--
28 Epitek, EPC, and DOES 1 through 50 knowingly combined and conspired to misappropriate and

1 use the information, trade secrets, IP and technology of the Company. As a direct and proximate
2 result of these Defendants' actions, IR has suffered damages in an amount to be proven at trial.
3 These Defendants are jointly and severally liable for the harm they have caused to IR through their
4 conspiracy.

5 88. IR has no adequate remedy at law to compel Defendants to cease their wrongful
6 acts. Unless the court grants an injunction, immediately halting the Defendants' illegal conduct,
7 IR may be compelled to prosecute a multiplicity of actions to remedy this continuing unfair,
8 unlawful, and/or fraudulent conduct.

9 **THIRD CAUSE OF ACTION**

10 (Unfair Competition – Cal. Bus. & Prof. Code § 17200

11 Against all Defendants)

12 89. IR re-alleges and incorporates by reference herein, as if set forth in full, the
13 allegations set forth above in all paragraphs 1 through 88 of this Complaint.

14 90. The conduct of Lidow, Beach, Cao, Tam, Nakata, Zhao, GNOEM, Aixtron, Episil,
15 Hermes–Epitek, EPC, and DOES 1 through 50, as alleged herein, constitutes an unlawful, unfair,
16 and/or fraudulent business act or practice, in violation of California Business & Professions Code
17 § 17200, *et seq.* and common law. Such acts include, but are not limited to, Defendants'
18 misappropriation, use and distribution of IR's confidential GaN information, trade secrets, IP and
19 technology.

20 91. As a result of Defendants' conduct, IR has suffered actual injury, and the loss of
21 money and property.

22 92. Defendants knowingly combined and conspired to unlawfully and unfairly compete
23 against IR by misappropriating and using IR's confidential GaN information, trade secrets, IP and
24 technology. As a direct and proximate result of these Defendants' actions, IR has suffered
25 damages in an amount to be proven at trial. These Defendants are jointly and severally liable for
26 the harm they have caused to IR through their conspiracy and each Defendant personally
27 participated in the acts alleged.

28 93. IR alleges on information and belief that Lidow, Beach, Cao, Tam, Nakata, Zhao,

1 GNOEM, Aixtron, Episil, Hermes-Epitek, EPC, and DOES 1 through 50 are continuing to
2 engage in acts of unfair competition to IR's detriment. IR has no adequate remedy at law to
3 compel Defendants to cease their wrongful acts. Unless the Court grants an injunction halting the
4 Defendants' illegal acts, IR will be compelled to prosecute a multiplicity of actions to remedy this
5 continuing unfair, unlawful and/or fraudulent conduct. Accordingly, IR is entitled to injunctive
6 relief pursuant to California Business & Professions Code § 17203.

7 **FOURTH CAUSE OF ACTION**

8 (Conversion Against Defendants)

9 Lidow, Beach, Cao, Tam, Nakata, Zhao, GNOEM, EPC and DOES 1 through 50)

10 94. IR re-alleges and incorporates by reference herein, as if set forth in full, the
11 allegations set forth above in all paragraphs 1 through 55 of this Complaint.

12 95. By improperly obtaining and using property owned by IR, Lidow, Beach, Cao, Tam,
13 Nakata, Zhao, GNOEM, EPC, and DOES 1 through 50 have converted IR's property to their own
14 benefit.

15 96. The property improperly converted by Lidow, Beach, Cao, Tam, Nakata, Zhao,
16 GNOEM, EPC, and DOES 1 through 50 is the proprietary information, trade secrets, IP, and
17 technology of IR, more precisely defined as GaN power electronic and control technology. IR had
18 exclusive possession and control of this particular information and research materials, and IR had
19 a legitimate claim to exclusivity because it spent a substantial amount of money — more than \$60
20 million — to develop this information and research.

21 97. As terms of their employment, Lidow, Beach, Cao, Tam, Nakata and Zhao executed
22 confidentiality/nondisclosure agreements obligating them to devote all efforts to their work at IR,
23 to relinquish any interest in patentable IP developed, and to protect and preserve IR's information,
24 trade secrets, IP and technology during and after their employment at IR. These agreements
25 affirm IR's ownership of all information, trade secrets, IP and technology developed or worked on
26 by Defendants while employed at IR.

27 98. Lidow, Beach, Cao, Tam, Nakata, Zhao, and DOES 1 through 50 unlawfully
28 converted IR's confidential GaN information, trade secrets, IP, and technology by transferring it to

1 EPC and GNOEM. Defendants, among other ways, unlawfully converted this information by
2 downloading and sending files containing IR's GaN information, to a third party server registered
3 at www.gnoem.com, by taking certain wafers unique to IR's research, and by transferring this
4 information to EPC and GNOEM for their own personal benefit and use.

5 99. As a direct result of the actions of Lidow, Beach, Cao, Tam, Nakata, Zhao,
6 EPC, GNOEM, and DOES 1 through 50, IR has suffered damages in an amount to be proven at
7 trial.

8 100. The above actions of Lidow, Beach, Cao, Tam, Nakata, Zhao, EPC, GNOEM, and
9 DOES 1 through 50 were willful, wanton, and malicious, and justify an award of exemplary and
10 punitive damages.

11 101. Lidow, Beach, Cao, Nakata, Tam, Zhao, GNOEM, EPC, and DOES 1 through 50
12 knowingly combined and conspired to unlawfully convert IR's confidential GaN information,
13 trade secrets, IP, and technology to use for their own benefit and to the detriment of IR. As a
14 direct and proximate result of these Defendants' actions, IR has suffered damages in an amount to
15 be proven at trial. These Defendants are jointly and severally liable for the harm they have caused
16 to IR through their conspiracy.

17 102. The above actions by Lidow, Beach, Cao, Tam, Nakata, Zhao, EPC, GNOEM, and
18 DOES 1 through 50 were willful, wanton and malicious, and justify an award of punitive
19 damages.

20 103. IR is informed and believes that Defendants may have misappropriated other
21 information and technology and converted them to their own personal use, the full extent to which
22 IR is presently unaware. IR hereby gives notice that it reserves the right to amend this Complaint
23 to include any other wrongful acts of Defendants that IR discovers in the course of this legal
24 action and any further damages that it has suffered as a result.

25 **FIFTH CAUSE OF ACTION**

26 (Breach of Duty of Loyalty – California Labor Code § 2860 Against Defendants Lidow, Beach,
27 Cao, Tam, Nakata, Zhao, and DOEs 1 through 50)

28 104. IR re-alleges and incorporates by reference herein, as if set forth in full, the

1 allegations set forth above in all paragraphs 1 through 103 of this Complaint.

2 105. While working for IR, Lidow, Beach, Cao, Tam, Nakata, Tsang, Zhao, and DOES
3 1 through 50, as employees, officers, and/or agents of IR, each had a duty of loyalty to IR as their
4 employer. The duty of loyalty included, among other things, a duty not to steal or otherwise
5 improperly obtain property owned by IR and use it for their own personal gain, or the gain of
6 another.

7 106. Lidow, Beach, Cao, Tam, Nakata, Tsang, Zhao, and DOES 1 through 50 breached
8 their duty of loyalty to IR by scheming to acquire and raiding IR of certain assets, including its
9 confidential GaN proprietary information, trade secrets, IP and technology, transferring it to a
10 competitor company, EPC, and using these assets for their own personal gain. Among other ways,
11 Defendants stole these assets by downloading and sending IR files to a third party server and by
12 taking and using information concerning wafers unique to IR's research.

13 107. Lidow, Beach, Tam, Nakata, Tsang, and DOES 1 through 50 also breached their
14 duties of loyalty by scheming to create a new company, EPC, which would compete directly with
15 IR by using IR's confidential GaN information, trade secrets, IP and technology.

16 108. Lidow and Beach further breached their duties of loyalty to IR by soliciting highly
17 skilled IR GaN research and development employees to leave IR and to work at EPC.

18 109. Beach also breached his duty of loyalty to IR by secretly forming and running a
19 second company GNOEM, which also specializes in GaN research and development, while Beach
20 was employed at IR.

21 110. Further, Tam, while employed at IR, breached his duty of loyalty to IR by traveling
22 all over the world to exploit IR's confidential GaN information, trade secrets, IP and technology
23 for Defendants' benefit and that of their newly formed company, EPC. Tam billed IR for the costs
24 of this travel, in violation of his duty of loyalty.

25 111. As a direct and proximate result of Lidow, Beach, Cao, Tam, Nakata, Zhao, and
26 DOES 1 through 50's breaches of their duties of loyalty, IR has suffered damages in an amount to
27 be proven at trial.

28 112. Lidow, Beach, Cao, Nakata, Tsang, Zhao, and DOES 1 through 50 knowingly

1 combined and conspired to breach their duties of loyalty owed to IR as employees and/or officers
2 of IR. As a direct and proximate result of these Defendants' actions, IR has suffered damages in
3 an amount to be proven at trial. These Defendants are jointly and severally liable for the harm
4 they have caused to IR through their conspiracy.

5 113. The actions of Lidow, Beach, Cao, Tam, Nakata, Tsang, Zhao , and DOES 1
6 through 50 were willful, wanton and malicious, and justify an award of exemplary and punitive
7 damages.

8 114. California Labor Code section 2860 provides that everything an employee acquires
9 by virtue of his or her employment belongs to the employer, whether acquired lawfully or
10 unlawfully. As a direct and proximate result of these Defendants' actions, IR has sustained
11 damages. Pursuant to California Labor Code section 2860, Defendants now hold in constructive
12 trust for IR all confidential GaN information, trade secrets, IP, and technology acquired through
13 their fraudulent scheme.

14 **SIXTH CAUSE OF ACTION**

15 (Breach of Fiduciary Duty Against Defendants Lidow, Beach, Cao,
16 Tam, Nakata, Zhao, and DOEs 1 through 50)

17 115. IR re-alleges and incorporates by reference herein, as if set forth in full, the
18 allegations set forth above in all paragraphs 1 through 114 of this Complaint.

19 116. Lidow, Beach, Cao, Tam, Nakata, Tsang, Zhao, and DOES 1 through 50 were
20 among the few persons at IR that had access to certain confidential and proprietary information,
21 trade secrets, IP and technology. By virtue of the trust and confidence that IR reposed in them,
22 these Defendants each owed IR a fiduciary duty to act at all times in the best interests of the
23 Company and to refrain from any conduct that would be adverse to IR's best interests in any way
24 and, following their employment, to continue to act as fiduciaries of the confidential and
25 proprietary information, trade secrets, IP and technology imparted to them in their former
26 capacities as IR employees and/or officers.

27 117. In addition, as former CEO and a board member of IR, Lidow owed a duty of care
28 to IR and must serve in good faith and in a manner that is in the best interest of IR.

1 118. Lidow, Beach, Cao, Tam, Nakata, Tsang, Zhao, and DOES 1 through 50 breached
2 their fiduciary duties to IR, by scheming to acquire and raiding IR of certain assets, including its
3 confidential GaN proprietary information, trade secrets, IP and technology, and transferring it to
4 EPC, and using these assets for their own personal gain and to the detriment of IR.

5 119. Lidow, Tam, Tsang, and DOES 1 through 50 also breached their fiduciary duties
6 by scheming to create EPC and SEED2, which would compete directly with IR by using IR's
7 confidential GaN information, trade secrets, IP and technology to Defendants' benefit and IR's
8 detriment.

9 120. Lidow and Beach further breached their fiduciary duties to IR by soliciting highly-
10 skilled IR GaN research and development employees to leave IR and to work at EPC.

11 121. Further, Tam, in his last days of employment at IR, breached his fiduciary duty to
12 IR by traveling all over the world to exploit IR's confidential GaN information, trade secrets, IP
13 and technology for Defendants' own benefit and that of their newly formed company, EPC. Tam
14 billed IR for the costs of this travel in violation of his fiduciary duty.

15 122. As a proximate result of these Defendants' breaches of their fiduciary duties, IR has
16 sustained and will continue to sustain damages. The precise nature and amount of such accrued
17 and continuing damages is not presently known to the Company and cannot be ascertained at this
18 time.

19 123. Lidow, Beach, Cao, Tam, Nakata, Zhao, and DOES 1 through 50 knowingly
20 combined and conspired to breach their fiduciary duties owed to IR as employees with access to
21 IR's confidential information and/or as officers/ directors of IR. As a direct and proximate result
22 of these Defendants' actions, IR has suffered damages in an amount to be proven at trial. These
23 Defendants are jointly and severally liable for the harm they have caused to IR through their
24 conspiracy.

25 124. The actions of Lidow, Beach, Cao, Tam, Nakata, Tsang, Zhao, and DOES 1
26 through 50 were willful, wanton and malicious, and justify an award of exemplary and punitive
27 damages.
28

1 SEVENTH CAUSE OF ACTION

2 (Breach of Contract Against Defendants Lidow, Beach, Cao, Tam,

3 Nakata, Zhao, Aixtron, Hermes-Epitek, Episil, and DOEs 1 through 50)

4 125. IR re-alleges and incorporates by reference herein, as if set forth in full, the
5 allegations set forth above in all paragraphs 1 through 55 of this Complaint.

6 126. Lidow, Beach, Cao, Tam, Nakata, Tsang, Zhao, and DOES 1 through 50, as
7 officers and employees of IR, entered into confidentiality and nondisclosure agreements as terms
8 of their employment. Pursuant to these agreements, Defendants agreed that IR owned all
9 confidential patentable intellectual property developed during their employment and that they
10 would protect and preserve all of IR's information, trade secrets, IP and technology during
11 employment and thereafter. Defendants breached these confidentiality and nondisclosure
12 agreements by transferring and disclosing IR's confidential information, trade secrets, IP and
13 technology to EPC and to competitors of IR.

14 127. Similarly, IR entered into NDAs with its business collaborators, Aixtron, Hermes-
15 Epitek and Episil, which prohibited them from disclosing any and all of IR's confidential
16 information, trade secrets, IP and technology to third parties. Aixtron, Hermes-Epitek and Episil
17 breached these nondisclosure agreements by transferring and disclosing IR's confidential
18 information, trade secrets, IP and technology to EPC and to competitors of IR.

19 128. Moreover, Lidow entered into a separation agreement with IR pursuant to which he
20 agreed to return any documents that are the property of IR and to provide IR with a copy of all
21 information included on his laptop computer. Lidow breached this agreement by transferring and
22 disclosing IR's confidential information, trade secrets, IP and technology to EPC and to
23 competitors of IR.

24 129. IR performed all of its obligations under the confidentiality and nondisclosure
25 agreements with its employees and/or officers, with its business collaborators, and under Lidow's
26 separation agreement.

27 130. As a legal and proximate cause of Defendants' breaches of contract, IR has
28 sustained and will continue to sustain substantial economic damages. The precise nature and

1 amount of such accrued and continuing damages is not presently known to IR and cannot be
2 ascertained with any definiteness at this time other than as set forth hereinabove. IR's actual
3 damages will be proven at trial.

4 EIGHTH CAUSE OF ACTION

5 (Tortious Breach of Contract Against Defendants Lidow, Beach,
6 Cao, Tam, Nakata, Zhao, Aixtron, Hermes-Epitek and Episil)

7 131. IR re-alleges and incorporates by reference herein, as if set forth in full, the
8 allegations set forth above in all paragraphs 1 through 130 of this complaint.

9 132. The breach of contract by Defendants Lidow, Beach, Cao, Tam, Nakata, Zhao,
10 Aixtron, Hermes-Epitek and Episil was tortious because the breaches were accompanied by fraud,
11 conversion and breaches of statutory and fiduciary duties by the Defendants against the interests of
12 and harmful to IR.

13 133. The means used to breach the contracts that these Defendants had and have with IR
14 involved deceit and fraud.

15 134. These Defendants intentionally breached the contracts they had and have with IR.

16 135. In breaching the contracts these Defendants had and have with IR, they knew or
17 reasonably should have known that their breaches would cause severe and immitigable harm,
18 hardship and substantial consequential damages to IR.

19 136. By reason of these Defendants' tortious breaches of contracts, IR has been and will
20 continue to be damaged in an amount which is presently unknown to IR and cannot be ascertained
21 with any definiteness at this time other than as set forth hereinabove. IR's actual damages will be
22 proven at trial.

23 137. By reason of their conduct, and because their conduct was willful, wanton and
24 malicious, IR is entitled to exemplary and punitive damages against these Defendants in an
25 amount sufficient to punish and deter them.

26 NINTH CAUSE OF ACTION

27 (Intentional Interference with Contractual Relations
28

Against Defendants Lidow and EPC)

138. IR re-alleges and incorporates by reference herein, as if set forth in full, the allegations set forth above in all paragraphs 1 through 55 of this Complaint.

139. At all times, Beach, Cao, Tam, Zhao, and Nakata had valid, at-will employment contracts and confidential and/or nondisclosure agreements with IR. Lidow, as one of the most senior officers at IR, knew of these at-will employment contracts and confidentiality and/or nondisclosure agreements.

140. Lidow intentionally encouraged and/or induced IR employees, including but not limited to, Beach, Cao, Tam, Zhao and to breach these at-will employment contracts and confidentiality and/or nondisclosure agreements. Specifically, Lidow intentionally encouraged and/or induced Beach, Cao, Tam, Zhao and Tsang to leave IR, to work for his newly-formed company, and to illegally transfer and/or disclose IR's confidential and propriety information, trade secrets, IP and technology, which were protected under the confidential and/or nondisclosure agreements.

141. Lidow's intentional acts of interference resulted in actual breaches or disruptions of the at-will employment contractual relations between IR and its employees.

142. Lidow's intentional acts of interference have directly and proximately caused damage to IR. As a result of this conduct, IR has sustained and will continue to sustain substantial economic damages. The precise nature and amount of such accrued and continuing damages is not presently known to IR and cannot be ascertained with any definitiveness at this time other than as set forth hereinabove. IR's actual damages will be proven at trial.

143. Lidow knowingly combined and conspired with others to cause IR's employees to breach their employment and/or nondisclosure agreements with IR. As a direct and proximate result of these Defendants' actions, IR has suffered damages in an amount to be proven at trial. These Defendants are jointly and severally liable for the harm they have caused to IR through their conspiracy.

144. In addition, because the conduct of Lidow was willful, wanton and malicious, IR is entitled to exemplary and punitive damages against Lidow in an amount sufficient to punish and

1 deter them.

2 VI.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 5 1. For compensatory damages in an amount according to proof at trial;
- 6 2. For restitution of the amounts by which Defendants have been unjustly enriched;
- 7 3. For temporary, preliminary and permanent injunctive relief enjoining Defendants
- 8 and all persons acting in concert or participating with them from misusing IR's
- 9 trade secrets and/or other confidential information and requiring Defendants to
- 10 return all wrongfully obtained information to IR;
- 11 4. For exemplary and punitive damages in an amount to punish Defendants from
- 12 engaging in similar misconduct in the future;
- 13 5. For costs of suit and attorneys' fees incurred herein under California *Civil Code*
- 14 § 3426.4 and to the extent provided by law;
- 15 6. For pre-judgment and post-judgment interest as provided by law;
- 16 7. For such other and further relief as the Court may deem just and proper.

17 Dated: March 16, 2009

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

19
20 By

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Roman S. Silberfeld, State Bar No. 62783 Michael A. Geibelson, State Bar No. 179970 Robins, Kaplan, Miller & Ciresi L.L.P. 2049 Century Park East, Suite 3400 Los Angeles, CA 90067 TELEPHONE NO.: 310.552.0130 FAX NO.: 310.229.5800 ATTORNEY FOR (Name): Plaintiff International Rectifier		FOR COURT USE ONLY FILED Los Angeles Superior Court MAR 16 2009 John A. Clarke, Executive Officer/Clerk By <u>Dorothy Swain</u> , Deputy 8C409749	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central		CASE NAME: International Rectifier v. Alex Lidow, et al.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: 8C409749 JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management: See attachment
- a. ☒ Large number of separately represented parties d. ☒ Large number of witnesses
- b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☒ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 9 (see attachment)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: March 16, 2009
- Roman S. Silberfeld/Michael A. Geibelson (TYPE OR PRINT NAME)
- (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

Attachment 2/4 to Civil Case Cover Sheet

This complaint principally concerns the misappropriation of trade secrets by a competing company relating to a revolutionary use of Gallium Nitride in the semiconductor industry for power management devices that are a part of nearly every electrical device in operation today -- from the smallest computers to the largest refrigerators and industrial machines. As such, it is anticipated that discovery will be intensive and closely guarded, and is likely to require substantial supervision by the court.

There will be a substantial amount of documentary evidence because of the highly technical nature of the inventions at issue. In addition to extensive lab notebooks, testing data, and analyses and reports of the same, much of the misappropriation has been conducted electronically, and will require the collection, discovery, and review of numerous computer hard drive images.

The parties and third parties involved are all over the world, and discovery will be required to be taken all over the world. For example, Defendant Aixtron, a supplier of a reactor used to make Gallium Nitride wafers at issue, is located in Germany. Defendant Episil, a Gallium Nitride wafer manufacturer, is located in Taiwan. Several witnesses from each of these companies will be deposed. A former employee of IR who was involved in the development of a competing business using IR's technology is located in Hong Kong. And many of IR's employees involved in the development of Gallium Nitride technology are located out of state.

It is anticipated that there will be at least six sets of counsel representing the parties.

SHORT TITLE: International Rectifier v. Alex Lidow, et al.

CASE NUMBER

BC409749

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL _____ HOURS/ _____ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked.

For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (See Column C below)

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., ② 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Unlawful Detainer
Judicial Review

SHORT TITLE: International Rectifier v. Alex Lidow, et al.

CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: International Rectifier v. Alex Lidow, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review (Cont'd.)	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ / Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: <u>International Rectifier v. Alex Lidow, et al.</u>	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: <u>101 North Sepulveda Blvd.</u>
CITY: <u>El Segundo</u>	STATE: <u>CA</u>	ZIP CODE: <u>90245</u>	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Los Angeles County Superior courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: March 16, 2009


 (SIGNATURE OF ATTORNEY/FILING PARTY)
 Roman M. Silberfeld/Michael A. Geibelson

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

LACIV 109 (Rev. 01/07) LASC Approved 03-04