

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

GENERAL ELECTRIC COMPANY,

*Plaintiff,*

v.

SIEMENS ENERGY, INC.,

*Defendant.*

Civil Action No.: 3:21-cv-25-JAG

**SIEMENS ENERGY, INC.’S ANSWER AND DEFENSES TO GE’S COMPLAINT**

Siemens Energy, Inc. (“SEI”), by and through its counsel of record, responds to the corresponding numbered allegations in General Electric Company’s (“GE”) January 14, 2021 Complaint (“Complaint”) as follows.

**PRELIMINARY STATEMENT**

This case amounts to an opportunistic attempt by General Electric to exploit a specific issue with a now-cancelled gas turbine project in order to obtain a sweeping injunction that would tactically disadvantage one of its only competitors in the gas turbine market.

This is not a case that actually seeks to stop the use of confidential information at all. GE knew for months before filing suit and before seeking a preliminary injunction that SEI had already locked down and prevented the use of GE’s alleged confidential information—because SEI discovered the matter, voluntarily disclosed it to GE, and took steps to remove the information at issue from its files and systems. Nor is this a case involving the alleged theft of intellectual property such as gas turbine design drawings or anything of the sort: it instead concerns unsolicited pricing and performance specifications that SEI received on a single 2019 bid for a Dominion Energy gas turbine project that is no longer going forward anyway.

Contrary to the expansive scope of GE’s requested relief, GE’s alleged trade secrets were limited to a year-and-a-half-old bid on one project, the Dominion Peakers Project, that ultimately considered a single GE model from its F-class line of turbines. GE nonetheless has tried to claim a variety of other information as somehow qualifying for trade secret protection. Yet far from offering the secret formula to outbidding GE on future projects, GE’s alleged trade secrets include *publicly available* information. For example, GE’s own public website identifies the precise turbine emissions rates that GE’s Complaint now claims to constitute “trade secrets”:

**GE LMS6000 Aero-derivative Turbine<sup>1</sup>**

<b>LM6000 additional specifications</b>				
Reliability	99.8%	99.8%	99.8%	99.8%
Availability	98.7%	98.7%	98.7%	98.7%
Start reliability	99.1%	99.1%	99.1%	99.1%
Fleet operation hours	18.7M	108,000	2.1M	30,000
Hot section hours	25,000	25,000	25,000	25,000
Overhaul hours	50,000	50,000	50,000	50,000
NOx emission (ppm) (@ 15% O <sub>2</sub> )	25	25	15	15/25
CO (ppm) (@ 15% O <sub>2</sub> )	89/150**	94/150**	25/70**	25/25**
Package noise (dBA average)	85	85	85	85
Exhaust temp (°F/°C)	824/440	879/470	861/461	927/491
Exhaust mass flow (lbs)	284.4	315.9	277	927
Exhaust mass flow (Kg/s)	129.0	143.3	125.6	139.4
Combustion	SAC	SAC	DLE	DLE
Legacy name	LM6000 (52)	LM6000 (59)	LM6000 DLE (50)	LM6000 DLE (57)

<sup>1</sup> LM6000 Fact Sheet (*available at* [https://www.ge.com/content/dam/gepower/global/en\\_US/documents/gas/gas-turbines/aero-products-specs/lm6000-fact-sheet-product-specifications.pdf](https://www.ge.com/content/dam/gepower/global/en_US/documents/gas/gas-turbines/aero-products-specs/lm6000-fact-sheet-product-specifications.pdf)); LMS100 Fact Sheet (*available at* [https://www.ge.com/content/dam/gepower/global/en\\_US/documents/gas/gas-turbines/aero-products-specs/lms100-fact-sheet-product-specifications.pdf](https://www.ge.com/content/dam/gepower/global/en_US/documents/gas/gas-turbines/aero-products-specs/lms100-fact-sheet-product-specifications.pdf)).

**GE LMS100 Aero-derivative Turbine**

<b>LMS100 additional specifications</b>		
Reliability	99.6%	99.6%
Availability	96.7%	96.7%
Start reliability	99.7%	99.7%
Fleet operation hours	742,897	742,897
Hot section hours	25,000	25,000
Overhaul hours	50,000	50,000
NOx emission (ppm) (@ 15% O <sub>2</sub> )	25	25
CO (ppm) (@ 15% O <sub>2</sub> )	95/250*	95/250*
Package noise (dBA average)	85	85
Combustion	SAC	SAC
Legacy name	PA+	PA+

With respect to information that wasn't publicly available, GE has known for months that its information was no longer at risk. After discovering that one of its employees had received GE bidding information from a Dominion employee, SEI promptly investigated the matter, undertook extensive remedial actions, and voluntarily notified Dominion and GE. SEI not only took steps to remove the information at issue from its files and systems, but also firewalled employees who had received information about specific GE turbine models from working on bids involving those models. SEI also imposed extensive disciplinary measures by terminating six employees and penalizing others, and mandating additional training within its gas turbine group. And despite SEI's attempts to engage GE in a dialogue regarding these measures—including by describing its voluntary firewalling program to GE in November 2020—GE abruptly cut off the correspondence before eventually filing this lawsuit instead.

GE knows that it has no real damages from the Dominion Peakers Project, both because Dominion canceled the project in 2020 due to market and supply reasons, and because GE's long history of financial problems in its gas turbine business contradicts its assertion that it would have enjoyed substantial profits if not for the alleged misappropriation. In fact, right before filing this suit, GE agreed to a \$200 million SEC penalty to resolve charges that it had used improper accounting to mask the *same sort of problems* with the financial performance of its gas turbine

business that it seeks to blame on SEI. The SEC order accompanying that settlement charged that GE had inflated its financial results and “misled investors” by resorting to tactics such as “deferred monetization,” in which GE touted increased profits by artificially accelerating the recording of future cash collections. (Dec. 9, 2020 SEC Order at 2, 6.)<sup>2</sup> As the SEC order explains, GE referred to this practice internally as a “drug” because it needed to continue its deceptive accounting practices quarter after quarter in order to avoid having the scheme catch up to itself. (*Id.* at 6.) As the SEC went on to explain, GE’s internal documents showed that the reality of GE’s business was far worse than how it has been portrayed: its own executives internally “questioned whether the GE Power Services business model was economically viable” at all—and had those concerns as early as May 2017. (*Id.*)

This isn’t the only way in which GE’s Complaint contradicts what GE has told other audiences. Almost immediately after the Complaint was filed, J.P. Morgan issued an analyst report identifying numerous instances in which GE’s allegations contradict its own public statements.

For example:

- GE’s Complaint alleges that GE’s “market share has fallen precipitously” since mid-2019 (Compl. ¶ 35), but that is squarely “at odds with the message to the investment community” that GE has touted despite knowing about issues with the Dominion Peakers Project. (Jan. 19, 2021 J.P. Morgan Analyst Report: “Filed Documentation On Power At Odds With Prevailing Recovery Narrative” at Table 1: Notable Items From GE Versus Siemens Lawsuit.) For example, GE’s 4Q 2020 earnings presentation (released after SEI had already disclosed the Dominion matter to GE), reported a 26% year-over-year increase in orders for its power business, largely driven by increased gas turbine sales. (*See* GE 4Q 2020 Earnings Presentation at 16.)<sup>3</sup> Indeed, the McCoy Reports—publicly available industry reports that GE itself touts in other case filings—show that GE has remained the dominant market leader in the gas turbine business both before and after the Dominion Peakers Project, and that its market share has remained strong.

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<sup>2</sup> <https://www.sec.gov/litigation/admin/2020/33-10899.pdf>

<sup>3</sup> [https://www.ge.com/sites/default/files/ge\\_webcast\\_presentation\\_01262021.pdf](https://www.ge.com/sites/default/files/ge_webcast_presentation_01262021.pdf)

- GE’s Complaint alleges that the current gas turbine marketplace is an “exaggerated ‘buyer’s market’ in which power providers regularly award contracts for projects that provide gas turbine manufacturers with razor-thin profit margins.” (Compl. ¶ 33.) That contradicts GE’s external narrative of stability in the market, including its Chairman and CEO’s statement during a March 2020 investor call that the company expected “[GE] Power to continue to stabilize.” (Mar. 4, 2020 GE Outlook Conference Call Tr. at 14.)<sup>4</sup>
- GE’s Complaint alleges that SEI “can also use GE’s trade secrets to drive GE’s profit margins lower for even projects GE wins,” resulting in “illusory competitive ‘victories’ for GE.” (Compl. ¶ 116.) But GE’s management has touted such wins as anything but “illusory”—both before and after learning of the Dominion matter. For instance, during a March 2020 investor call, the CEO of GE’s Gas Power division told investors that “[i]n ‘19, we stabilized our equipment performance and backlog. We like the new deals we won and view the as-sold margin rates as a floor, with expectations that we will accrete margins through the execution phase.” (Mar. 4, 2020 GE Outlook Conference Call Tr. at 7.) Even after SEI voluntarily notified GE about the Dominion matter, GE continued to boast of its gas power division’s “progress on cost, margin, and cash generation,” emphasizing that “Gas Power and Power Portfolio are building stronger foundations to expand margins and generate cash in the years ahead.” (GE 2020 Annual Report at 2.)<sup>5</sup>

In addition to regularly contradicting its own public positions, GE’s Complaint seeks to extract unprecedented relief. First, GE claims “damages” on projects that have nothing to do with the Dominion Peakers Project or the information at issue. Second, GE seeks a sweeping injunction apparently designed to restrict SEI’s ability to compete by limiting use of its personnel without regard to who-saw-what—in other words, seeking to sideline SEI personnel regardless of whether an individual actually reviewed information about a particular GE turbine model, what level of information the person reviewed, and whether that information was actually a trade secret or publicly available.

GE’s lawsuit has nothing to do with protecting GE’s alleged trade secrets, and instead is a tactical anti-competitive attempt to exploit a historical issue that has already been addressed by

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<sup>4</sup> [https://www.ge.com/sites/default/files/2020\\_GE\\_Investor\\_Outlook\\_-\\_Transcript.pdf](https://www.ge.com/sites/default/files/2020_GE_Investor_Outlook_-_Transcript.pdf)

<sup>5</sup> [https://www.ge.com/sites/default/files/GE\\_AR20\\_AnnualReport.pdf](https://www.ge.com/sites/default/files/GE_AR20_AnnualReport.pdf)

SEI. In so doing, GE seeks to disadvantage one of its only competitors from competing in the gas turbine market, by barring employees who saw bidding information for a single now-canceled gas turbine project from working on different projects involving many different gas turbine models through 2023. GE tips its hand on its overreaching strategy when it goes so far as to ask this Court to include “later-developed models” that do not even yet exist in its claimed relief. (*See* Compl. at 59.) GE’s case threatens competitive harm to SEI, to power generation customers, and ultimately to consumers who benefit from gas turbine power across the globe.

### **Introduction**

1. Paragraph 1 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 1 of the Complaint, except to state that gas turbines are combustion engines that convert natural gas to mechanical energy in order to power electrical generators, and that SEI and GE compete in the gas turbine business.<sup>6</sup>

2. Paragraph 2 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 2 of the Complaint, except to state that in May and June of 2019, a Dominion Energy employee (Fasca) provided a SEI employee (Hillen) with unsolicited GE bidding information on a single Dominion Energy gas turbine project that is no longer going forward for market and supply reasons. SEI further states that Hillen sent different aspects of the GE information at issue—which included publicly available information—

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<sup>6</sup> SEI notes that the Complaint includes numerous inaccurate and/or argumentative headings and subheadings. Although no response is required, SEI denies each and every argumentative heading and subheading separately and severally to the extent any of them seeks to characterize the actions of SEI.

to certain other SEI employees, but that SEI has since firewalled individuals who saw the information and taken steps to remove the information from its files and systems.

3. Paragraph 3 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 3 of the Complaint.

4. SEI admits that Dominion Energy is a Virginia-based power utility that accepted bid responses for “peaker” gas turbine equipment and servicing in Danville, Virginia in May 2019. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 4 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

5. SEI denies the allegations and characterizations in Paragraph 5 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

6. Paragraph 6 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI admits that it submitted a bid for the Peakers Project RFP and that Dominion employee Fasca sent certain unsolicited emails to SEI employee Hillen related to that RFP during the bidding process, after GE had already submitted its initial bid to Dominion, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 6 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

7. SEI admits that it submitted a bid for the Peakers Project RFP and that Dominion employee Fasca sent certain unsolicited emails to SEI employee Hillen related to that RFP during the bidding process, after GE had already submitted its initial bid to Dominion, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 7 of the Complaint.

8. Paragraph 8 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 8 of the Complaint, except to state that in May and June of 2019, a Dominion Energy employee (Fasca) provided a SEI employee (Hillen) with unsolicited GE bidding information on a single Dominion Energy gas turbine project that is no longer going forward for market and supply reasons. SEI further states that Hillen sent different aspects of the GE information at issue—which included publicly available information—to certain other SEI employees, but that SEI has since firewalled individuals who saw the information and taken steps to remove the information from its files and systems.

9. Paragraph 9 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 9 of the Complaint.

10. Paragraph 10 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 10 of the Complaint, except to state that in May and June of 2019, a Dominion Energy employee (Fasca) provided a SEI employee (Hillen) with unsolicited GE bidding information on a single Dominion Energy gas turbine project

that is no longer going forward for market and supply reasons. SEI further states that Hillen sent different aspects of the GE information at issue—which included publicly available information—to certain other SEI employees, but that SEI has since firewalled individuals who saw the information and taken steps to remove the information from its files and systems.

11. Paragraph 11 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 11 of the Complaint, except to state that Hillen and Sharifi remain employed but now have different responsibilities at SEI.

12. Paragraph 12 of the Complaint contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 12 of the Complaint, except to state that Siemens Energy AG became an independent company in September 2020.

13. Paragraph 13 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 13 of the Complaint, except to state that in May and June of 2019, a Dominion Energy employee (Fasca) provided a SEI employee (Hillen) with unsolicited GE bidding information on a single Dominion Energy gas turbine project that is no longer going forward for market and supply reasons. SEI further states that Hillen sent different aspects of the GE information at issue—which included publicly available information—to certain other SEI employees, but that SEI has since firewalled individuals who saw the information and taken steps to remove the information from its files and systems.

14. Paragraph 14 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 14 of the Complaint.

15. Paragraph 15 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 15 of the Complaint.

16. Paragraph 16 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 16 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

17. Paragraph 17 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 17 of the Complaint, except to state that in May and June of 2019, a Dominion Energy employee (Fasca) provided a SEI employee (Hillen) with unsolicited GE bidding information on a single Dominion Energy gas turbine project that is no longer going forward for market and supply reasons. SEI further states that Hillen sent different aspects of the GE information at issue—which included publicly available information—to certain other SEI employees, but that SEI has since firewalled individuals who saw the information and taken steps to remove the information from its files and systems.

18. Paragraph 18 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required,

SEI denies the allegations and characterizations in Paragraph 18 of the Complaint and denies that plaintiff is entitled to any relief whatsoever.

### **Parties**

19. SEI lacks sufficient knowledge or information to form a belief as to the allegations in Paragraph 19 of the Complaint and therefore denies them.

20. SEI admits the allegations in Paragraph 20 of the Complaint.

### **Jurisdiction and Venue**

21. Paragraph 21 of the Complaint calls for legal conclusions to which no response is required.

22. Paragraph 22 of the Complaint calls for legal conclusions to which no response is required.

23. Paragraph 23 of the Complaint calls for legal conclusions to which no response is required.

### **Background**

24. SEI admits that Paragraph 24 of the Complaint reflects information and statements from GE's website ([www.ge.com](http://www.ge.com)), GE's regulatory filings, and/or other publicly available sources. SEI lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 24 of the Complaint, and therefore denies them.

25. SEI admits that Paragraph 25 of the Complaint reflects information and statements from GE's website ([www.ge.com](http://www.ge.com)), GE's regulatory filings, and/or other publicly available sources. SEI lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 25 of the Complaint, and therefore denies them.

26. SEI admits that Paragraph 26 of the Complaint reflects information and statements from GE's website ([www.ge.com](http://www.ge.com)), GE's regulatory filings, and/or other publicly available

sources. SEI further admits that Paragraph 26 of the Complaint contains a basic description of how gas turbines operate, and that this information is contained in numerous publicly available sources. To the extent not specifically admitted, particularly as to the relative importance of such information to GE's business, SEI lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 26 of the Complaint, and therefore denies them.

27. SEI admits that Paragraph 27 of the Complaint reflects information and statements from GE's website ([www.ge.com](http://www.ge.com)), GE's regulatory filings, and/or other publicly available sources. SEI further admits that heavy-duty turbines are commonly categorized as belonging to one of several different "classes," including those listed in Paragraph 27 of the Complaint, but SEI denies that all turbines within a particular "class" are necessarily comparable or interchangeable. SEI lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 27 of the Complaint, and therefore denies them.

28. SEI admits that Paragraph 28 of the Complaint contains basic information about aeroderivative gas turbines that is available in numerous publicly available sources.

29. SEI admits that Paragraph 29 of the Complaint reflects information and statements from GE's website ([www.ge.com](http://www.ge.com)), GE's regulatory filings, and/or other publicly available sources. SEI further admits that Paragraph 29 of the Complaint contains a general description of a common bid solicitation process and that GE and SEI compete in the gas turbine equipment and services market. SEI lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 29 of the Complaint, and therefore denies them.

30. SEI admits that Paragraph 30 of the Complaint reflects information and statements from GE's website ([www.ge.com](http://www.ge.com)), GE's regulatory filings, and/or other publicly available

sources. SEI lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 30 of the Complaint, and therefore denies them.

31. SEI admits the allegations in Paragraph 31 of the Complaint.

32. SEI admits that Paragraph 32 of the Complaint reflects information and statements from GE's website (www.ge.com), GE's regulatory filings, and/or other publicly available sources and that, generally speaking, the number of new gas turbine projects has declined since 2000. SEI denies the remaining allegations and characterizations in Paragraph 32 of the Complaint.

33. SEI admits that Paragraph 33 of the Complaint reflects information and statements from GE's website (www.ge.com), GE's regulatory filings, and/or other publicly available sources. SEI further admits that it owns factories and production lines related to the production of gas turbines. SEI lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 33 of the Complaint, and therefore denies them.

34. SEI admits that Paragraph 34 of the Complaint reflects information and statements from GE's website (www.ge.com), GE's regulatory filings, and/or other publicly available sources. SEI lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 34 of the Complaint, and therefore denies them.

35. SEI admits that Paragraph 35 of the Complaint reflects information and statements from GE's website (www.ge.com), GE's regulatory filings, and/or other publicly available sources. SEI admits that it has successfully competed for additional business in the "heavy-duty" gas turbine sector since mid-2019, but states that GE has retained its leading market share both before and after mid-2019. SEI lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 35 of the Complaint, and therefore denies them.

36. SEI admits that it is a United States company that was previously owned by Siemens AG. SEI also admits that Siemens Energy AG is a global power generation provider and, along with its subsidiaries, collectively has approximately 91,000 employees and operations in more than 90 countries. SEI further admits that in May 2019, Siemens AG announced plans to spin Siemens Energy AG off into a separate publicly traded company that would house the energy components of Siemens AG's business, including its Power Generation and Renewable Energy businesses. SEI also admits that in September 2020, Siemens Energy AG became a separate publicly traded company. SEI denies the remaining allegations and characterizations in Paragraph 36 of the Complaint.

37. SEI denies the allegations and characterizations in Paragraph 37 of the Complaint.

38. Paragraph 38 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 38 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

39. Paragraph 39 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 39 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

40. Paragraph 40 of the Complaint contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and

characterizations in Paragraph 40 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

41. Paragraph 41 of the Complaint contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 41 of the Complaint.

42. Paragraph 42 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 42 of the Complaint.

43. Paragraph 43 of the Complaint contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 43 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

44. Paragraph 44 of the Complaint contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 44 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

45. Paragraph 45 of the Complaint contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 45 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

46. Paragraph 46 of the Complaint contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI lacks knowledge or

information sufficient to form a belief as to the allegations in Paragraph 46, and therefore denies them.

47. Paragraph 47 of the Complaint contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 47 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

48. SEI admits the allegations in Paragraph 48 of the Complaint.

49. SEI admits the allegations in Paragraph 49 of the Complaint.

50. SEI admits the allegations in Paragraph 50 of the Complaint.

51. SEI admits the allegations in Paragraph 51 of the Complaint.

52. SEI lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 52 of the Complaint, and therefore denies them.

53. SEI admits the allegations in Paragraph 53 of the Complaint.

54. SEI lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 54 of the Complaint, and therefore denies them.

55. SEI lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 55 of the Complaint, and therefore denies them.

56. SEI lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 56 of the Complaint, and therefore denies them.

57. SEI lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 57 of the Complaint, and therefore denies them.

58. SEI lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 58 of the Complaint, and therefore denies them.

59. SEI lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 59 of the Complaint, and therefore denies them.

60. SEI lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 60 of the Complaint, and therefore denies them.

61. SEI admits the allegations in Paragraph 61 of the Complaint.

62. SEI admits that in May and June 2019, Fasca provided Hillen with unsolicited information regarding the Peakers Project, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 62 of the Complaint or lacks knowledge or information sufficient to form a belief as to the allegations, and therefore denies them.

63. SEI admits that Fasca provided Hillen with unsolicited information regarding the Peakers Project on May 23, 2019, May 24, 2019, May 31, 2019, June 3, 2019, June 14, 2019, and June 20, 2019, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 63 of the Complaint or lacks knowledge or information sufficient to form a belief as to the allegations, and therefore denies them.

64. SEI denies the allegations and characterizations in Paragraph 64 of the Complaint, except to state that in May and June of 2019, a Dominion Energy employee (Fasca) provided a SEI employee (Hillen) with unsolicited GE bidding information on a single Dominion Energy gas turbine project that is no longer going forward for market and supply reasons. SEI further states that Hillen sent different aspects of the GE information at issue—which included publicly available

information—to certain other SEI employees, but that SEI has since firewalled individuals who saw the information and taken steps to remove the information from its files and systems.

65. SEI admits that on May 23, 2019, after GE had already submitted its initial bid to Dominion, Fasca sent Hillen an email attaching two charts prepared by Dominion personnel, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI denies the remaining allegations and characterizations in Paragraph 65 of the Complaint, including GE's characterization of the contents of what Fasca provided.

66. SEI admits that on May 23, 2019, after GE had already submitted its initial bid to Dominion, Fasca sent Hillen an email attaching two charts prepared by Dominion personnel, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI further admits that the attachments listed certain information concerning GE's competitors and certain GE turbines, but denies that plaintiff's characterization of these attachments is necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 66 of the Complaint, including GE's characterization of the contents of what Fasca provided.

67. SEI admits that on May 23, 2019, after GE had already submitted its initial bid to Dominion, Fasca sent Hillen an email attaching two charts prepared by Dominion personnel, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI further admits that the attachments listed certain information concerning GE's competitors and certain GE turbines, but denies that plaintiff's characterization of these attachments is necessarily complete or accurate. To the extent not

specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 67 of the Complaint, including GE's characterization of the contents of what Fasca provided.

68. SEI admits that on May 24, 2019, after GE had already submitted its initial bid to Dominion, Fasca sent Hillen a document related to GE's Dominion bid, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI also admits that this document reflected GE's offer to provide Dominion with a potential discount, but denies that plaintiff's characterization of these attachments is necessarily complete or accurate. SEI lacks knowledge or information sufficient to form a belief as to allegations in the last sentence of Paragraph 68 of the Complaint, and therefore denies them. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 68 of the Complaint, including GE's characterization of the contents of what Fasca provided.

69. SEI admits that on May 31, 2019, after GE had already submitted its initial bid to Dominion, Fasca sent Hillen an email attaching a spreadsheet, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI further admits that the spreadsheet listed certain information concerning a GE competitor and one GE turbine model, but denies that plaintiff's characterization of that attachment is necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 69 of the Complaint, including GE's characterization of the contents of what Fasca provided.

70. SEI admits that on June 3, 2019, after GE had already submitted its initial bid to Dominion, Fasca sent Hillen an email attaching a chart prepared by Dominion personnel, but states that SEI took remedial steps to remove the information at issue from its files and systems months

before GE filed this Complaint. SEI denies the remaining allegations and characterizations in Paragraph 70 of the Complaint, including GE's characterization of the contents of what Fasca provided.

71. SEI admits that the attachment to the June 3, 2019 email described in Paragraph 70 of the Complaint includes certain information concerning GE's competitors and one GE turbine model, but denies that plaintiff's characterization of that attachment is necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 71 of the Complaint, including GE's characterization of the contents of what Fasca provided.

72. SEI admits that on June 14, 2019, Fasca sent Hillen an email attaching a summary sheet, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI further admits that the attachment lists certain information concerning certain GE turbines, but denies that plaintiff's characterization of that attachment is necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 72 of the Complaint, including GE's characterization of the contents of what Fasca provided.

73. SEI admits that on June 20, 2019, Fasca sent Hillen an email attaching a presentation document, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI further admits that Paragraph 73 of the Complaint contains quoted excerpts from the presentation document attached to the email that Fasca sent to Hillen on June 20, 2019, but denies that plaintiff's selective quotation and characterization of that attachment are necessarily complete or accurate. To the extent not

specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 73 of the Complaint, including GE's characterization of the contents of what Fasca provided.

74. SEI admits that Fasca provided Hillen with unsolicited information regarding the Peakers Project after GE had already submitted its initial bid to Dominion, and that Hillen did not reject the information, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI denies the remaining allegations and characterizations in Paragraph 74 of the Complaint.

75. SEI denies the allegations and characterizations in Paragraph 75 of the Complaint, except to state that in May and June of 2019, a Dominion Energy employee (Fasca) provided a SEI employee (Hillen) with unsolicited GE bidding information on a single Dominion Energy gas turbine project that is no longer going forward for market and supply reasons. SEI further states that Hillen sent different aspects of the GE information at issue—which included publicly available information—to certain other SEI employees, but that SEI has since firewalled individuals who saw the information and taken steps to remove the information from its files and systems.

76. SEI denies the allegations and characterizations in Paragraph 76 of the Complaint, except to state that in May and June of 2019, a Dominion Energy employee (Fasca) provided a SEI employee (Hillen) with unsolicited GE bidding information on a single Dominion Energy gas turbine project that is no longer going forward for market and supply reasons. SEI further states that Hillen sent different aspects of the GE information at issue—which included publicly available information—to certain other SEI employees, but that SEI has since firewalled individuals who saw the information and taken steps to remove the information from its files and systems.

77. SEI admits that on May 23, 2019, Hillen sent Sharifi an email attaching two files that Hillen had received from Fasca, but states that SEI took remedial steps to remove the information

at issue from its files and systems months before GE filed this Complaint. SEI further admits that the two files contained certain information related to GE's Peakers Project bid, including information for four GE turbines, but denies that plaintiff's selective characterization of the two files is necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 77 of the Complaint, including GE's characterization of the contents of what Fasca provided.

78. SEI admits that on May 23, 2019, Herlitzka prepared a spreadsheet that included certain information concerning one GE turbine model, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI further admits that Paragraph 78 of the Complaint contains quoted excerpts from an email sent by Herlitzka on May 23, 2019, but denies that plaintiff's selective quotation and characterization of that email are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 78 of the Complaint.

79. SEI admits that on May 24, 2019, Herlitzka sent a spreadsheet that included certain information concerning one GE turbine model, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI further admits that Paragraph 79 of the Complaint contains quoted excerpts from an email sent by Herlitzka on May 24, 2019, but denies that plaintiff's selective quotation and characterization of that email are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 79 of the Complaint.

80. SEI admits that on May 24, 2019, GE sent Dominion certain information concerning Dominion's potential bulk purchase of one GE turbine model. SEI further admits that Paragraph 80 of the Complaint contains quoted excerpts from an email that Sharifi sent to Gibson on May

25, 2019, but denies that plaintiff's selective quotation and characterization of that email are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 80 of the Complaint.

81. SEI admits that Paragraph 81 of the Complaint contains quoted excerpts from a May 29, 2019 presentation prepared by SEI employees regarding the Peakers Project RFP, but denies that plaintiff's selective quotation and characterization of that presentation are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 81 of the Complaint.

82. SEI admits that it submitted a revised bid to Dominion on May 30, 2019. SEI further admits that Paragraph 82 of the Complaint contains quoted excerpts from a May 30, 2019 email from Amin to Holt, but denies that plaintiff's selective quotation and characterization of that email are necessarily complete or accurate. SEI further admits that Holt and one other individual approved SEI's update to its Peakers Project bid price. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 82 of the Complaint.

83. SEI admits that on June 14, 2019, Hillen sent Sharifi an email forwarding an attachment he had received from Fasca, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI further admits that the attachment contained certain information concerning certain GE turbines, but denies that plaintiff's characterization of that email and attachment are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 83 of the Complaint, including GE's characterization of the contents of what Fasca provided.

84. SEI admits that on June 14, 2019, Sharifi sent Douglas an email with the attachment described in Paragraph 83 of the Complaint, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI further admits that Paragraph 84 of the Complaint contains quoted excerpts from the attachment to the June 14, 2019 email from Sharifi to Douglas, but denies that plaintiff's selective quotation and characterization of that email and attachment are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 84 of the Complaint, including GE's characterization of the contents of what Fasca provided.

85. SEI admits that Paragraph 85 of the Complaint contains quoted excerpts from June 17, 2019 emails among Sharifi and Hillen, but denies that plaintiff's selective quotation and characterization of those emails are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 85 of the Complaint.

86. SEI admits that on June 20, 2019, Hillen sent Sharifi an email attaching a Dominion presentation that he had received from Fasca, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI further admits that on June 20, 2019, Sharifi sent Gibson an email attaching that same Dominion presentation. SEI also admits that Paragraph 86 contains quoted excerpts from the June 20, 2019 email from Sharifi to Gibson, but denies that plaintiff's selective quotation and characterization of that email and attachment are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 86 of the Complaint, including GE's characterization of the contents of what Fasca provided.

87. SEI admits that on July 18, 2019, Douglas sent Bell an email attaching his annotated version of a summary sheet with certain information concerning GE's LTSA bid package, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI admits that Paragraph 87 of the Complaint contains quoted excerpts from the July 18, 2019 email from Douglas to Bell, but denies that plaintiff's selective quotation and characterization of that email and attachment are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 87 of the Complaint.

88. SEI admits that on July 29, 2019, Bell sent Hymel an email attaching a summary sheet with certain information concerning GE's LTSA bid package, but states that SEI took remedial steps to remove the information at issue from its files and systems months before GE filed this Complaint. SEI further admits that Oliveri received this summary sheet and sent it to other SEI employees. SEI further admits that Paragraph 88 of the Complaint contains quoted excerpts from the July 29, 2019 email from Bell to Hymel and the July 30, 2019 email from Oliveri to six other SEI employees, but denies that plaintiff's selective quotation and characterization of those emails are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 88 of the Complaint.

89. Paragraph 89 of the Complaint contains quoted excerpts from an August 1, 2019 email from Fernandes to five other SEI employees, but SEI denies that plaintiff's selective quotation and characterization of that email are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 89 of the Complaint.

90. SEI admits that certain SEI employees saved copies of the attachment described in Paragraph 72 of the Complaint to two file locations, but states that SEI took remedial steps to remove the information at issue from these locations months before GE filed this Complaint. SEI denies the remaining allegations and characterizations in Paragraph 90 of the Complaint.

91. Paragraph 91 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 91 of the Complaint.

92. Paragraph 92 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 92, except to state that in May and June of 2019, a Dominion Energy employee (Fasca) provided a SEI employee (Hillen) with unsolicited GE bidding information on a single Dominion Energy gas turbine project that is no longer going forward for market and supply reasons. SEI further states that Hillen sent different aspects of the GE information at issue—which included publicly available information—to certain other SEI employees, but that SEI has since firewalled individuals who saw the information and taken steps to remove the information from its files and systems.

93. Paragraph 93 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI admits that Siemens AG's Business Conduct Guidelines dated December 2018 prohibited Siemens AG employees from "obtain[ing] confidential information from third-parties without justification and us[ing] it in an unlawful manner, such as, for example, in the bidding process," but denies the remaining allegations and characterizations in Paragraph 93 of the Complaint.

94. Paragraph 94 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI admits that, in July 2019, Dominion awarded SEI the Peakers Project gas turbine equipment contract, but states that Dominion later canceled the Peakers Project for market and supply reasons in August 2020. SEI denies the remaining allegations and characterizations in Paragraph 94 of the Complaint.

95. SEI denies the allegations and characterizations in Paragraph 95 of the Complaint.

96. SEI admits that Paragraph 96 of the Complaint contains quoted excerpts from a June 25, 2019 email from Gibson to Muth, but denies that plaintiff's selective quotation and characterization of that email and attachment are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 96 of the Complaint.

97. SEI admits that Paragraph 97 of the Complaint contains quoted excerpts from a February 12, 2020 email from Gakis, but denies that plaintiff's selective quotation and characterization of that email are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 97 of the Complaint.

98. SEI admits that it sent the letter dated August 28, 2020 to GE that is attached as Exhibit A to the Complaint, in order to voluntarily disclose the Dominion matter to GE once SEI discovered and investigated it. SEI denies that plaintiff's selective quotation and characterization of that letter are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 98 of the Complaint.

99. SEI admits that in the course of an internal review, it discovered that a Dominion employee had provided a SEI employee with information related to GE's Peakers Project bid, that it engaged outside counsel to investigate the matter, and that it voluntarily notified Dominion and GE of the matter. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 99 of the Complaint, except to state that SEI sought to voluntarily disclose the Dominion matter to both Dominion and GE, Dominion asked for the opportunity to investigate the matter in the first instance, and SEI accordingly then notified GE.

100. Paragraph 100 of the Complaint contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI admits that Paragraph 100 of the Complaint purports to characterize and quote from SEI's letter dated August 28, 2020, which voluntarily disclosed the Dominion matter to GE once SEI discovered and investigated it. SEI denies that plaintiff's selective quotation and characterization of that letter are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 100 of the Complaint.

101. Paragraph 101 of the Complaint contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI admits that Paragraph 101 of the Complaint purports to characterize and quote from SEI's letter dated August 28, 2020, which voluntarily disclosed the Dominion matter to GE once SEI discovered and investigated it. SEI denies that plaintiff's selective characterization of that letter is necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 101 of the Complaint.

102. SEI admits that Dominion canceled the Peakers Project contracts with SEI for market and supply reasons in August 2020. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 102 of the Complaint.

103. SEI lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 103 of the Complaint, and therefore denies them, except to state that SEI sought to voluntarily disclose the Dominion matter to both Dominion and GE, Dominion asked for the opportunity to investigate the matter in the first instance, and SEI accordingly then notified GE.

104. SEI lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 104 of the Complaint, and therefore denies them.

105. SEI lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 105 of the Complaint, and therefore denies them.

106. SEI admits that Paragraph 106 of the Complaint characterizes and quotes from an October 20, 2020 letter from GE to SEI attached as Exhibit C to the Complaint, but denies that plaintiff's selective quotation and characterization of that letter are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 106 of the Complaint.

107. SEI admits that Paragraph 107 of the Complaint contains excerpts from SEI's October 30, 2020 letter to GE attached as Exhibit D to the Complaint, but denies that plaintiff's selective quotation and characterization of that letter are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 107 of the Complaint.

108. SEI admits that Hillen, Sharifi, Herlitzka, Fernandes, Gakis, Hymel, and Muth are SEI employees. SEI lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 108 of the Complaint, and therefore denies them.

109. SEI admits that Paragraph 109 of the Complaint characterizes and quotes from a November 17, 2020 letter from GE to SEI attached as Exhibit E to the Complaint, but denies that plaintiff's selective quotation and characterization of that letter are necessarily complete or accurate. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 109 of the Complaint.

110. SEI admits that it produced documents related to its August 28, 2020 and October 30, 2020 letters to GE on November 27, 2020, but denies plaintiff's characterization of those documents. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 110 of the Complaint.

111. SEI denies the allegations and characterizations in Paragraph 111 of the Complaint.

112. SEI denies the allegations and characterizations in Paragraph 112 of the Complaint.

113. SEI admits that it sent the letter dated August 28, 2020 to GE that is attached as Exhibit A to the Complaint, but denies that plaintiff's selective quotation and characterization of that letter are necessarily complete or accurate. SEI further admits that it produced documents related to its August 28, 2020 and October 30, 2020 letters to GE on November 27, 2020, but denies plaintiff's characterization of those documents. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 113 of the Complaint.

114. SEI denies the allegations and characterizations in Paragraph 114 of the Complaint.

115. SEI denies the allegations and characterizations in Paragraph 115 of the Complaint.

116. SEI denies the allegations and characterizations in Paragraph 116 of the Complaint.

117. SEI denies the allegations and characterizations in Paragraph 117 of the Complaint.

118. SEI admits that contracts have been awarded to other Siemens Energy entities in Belarus, Australia, Germany, Japan, and Canada since May of 2019. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 118 of the Complaint.

119. SEI admits that GE was awarded the contract for the Crist Project. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 119 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

120. Paragraph 120 of the Complaint contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 120 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

121. SEI denies the allegations and characterizations in Paragraph 121 of the Complaint.

122. SEI denies the allegations and characterizations in Paragraph 122 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

123. SEI denies the allegations and characterizations in Paragraph 123 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

124. SEI denies the allegations and characterizations in Paragraph 124 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

125. SEI admits that GE and SEI bid against each other to provide both equipment and services on a variety of different projects. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 125 of the Complaint.

126. SEI denies the allegations and characterizations in Paragraph 126 of the Complaint.

127. SEI denies the allegations and characterizations in Paragraph 127 of the Complaint.

128. SEI denies the allegations and characterizations in Paragraph 128 of the Complaint.

129. SEI admits that Paragraph 129 of the Complaint reflects information contained on Dominion's website ([www.dominionenergy.com](http://www.dominionenergy.com)) and other publicly available information, including that Dominion currently supplies electricity customers in Virginia, North Carolina, and South Carolina and that, last year, Dominion purchased a South Carolina-based power provider, SCANA Corporation. SEI lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 129 of the Complaint, and therefore denies them.

130. SEI admits that Siemens Energy AG is a publicly-traded company that pursues appropriate business opportunities in the energy sector that it believes could yield value to its shareholders. SEI denies the remaining allegations and characterizations in Paragraph 130 of the Complaint.

131. SEI admits that Siemens Gamesa was selected by Dominion as its manufacturing partner for the Offshore Wind Project. SEI further admits that an RFI was issued in November 2019. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 131 of the Complaint.

132. Paragraph 132 of the Complaint contains argument and speculation, not factual allegations for which a response is required. To the extent a response is deemed required, SEI

denies the allegations and characterizations in Paragraph 132 of the Complaint or lacks sufficient knowledge or information to form a belief as to the allegations, and therefore denies them.

133. Paragraph 133 of the Complaint contains argument and speculation, not factual allegations for which a response is required. To the extent a response is deemed required, SEI admits that Dominion issued an RFP for a new gas turbine power generation operation in South Carolina on November 20, 2020 and that initial bid responses were due on January 19, 2021, but SEI lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 133 of the Complaint, and therefore denies them.

134. SEI admits that it has submitted a bid for the South Carolina RFP. SEI denies the remaining allegations and characterizations in Paragraph 134 of the Complaint.

135. SEI denies the allegations and characterizations in Paragraph 135 of the Complaint.

136. SEI denies the allegations and characterizations in Paragraph 136 of the Complaint.

137. SEI denies the allegations and characterizations in Paragraph 137 of the Complaint.

### **COUNT I**

138. Paragraph 138 contains no allegations requiring a response. To the extent a response is required, SEI incorporates its responses to the foregoing Paragraphs of the Complaint as if fully rested herein.

139. Paragraph 139 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 139 of the Complaint.

140. Paragraph 140 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 140 of the Complaint.

141. Paragraph 141 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 141 of the Complaint.

142. Paragraph 142 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 142 of the Complaint or lacks knowledge or information sufficient to form a belief as to the allegations, and therefore denies them.

143. SEI denies the allegations and characterizations in Paragraph 143 of the Complaint.

144. SEI denies the allegations and characterizations in Paragraph 144 of the Complaint.

145. SEI denies the allegations and characterizations in Paragraph 145 of the Complaint.

146. SEI denies the allegations and characterizations in Paragraph 146 of the Complaint.

147. SEI denies the allegations and characterizations in Paragraph 147 of the Complaint.

148. SEI denies the allegations and characterizations in Paragraph 148 of the Complaint and denies that GE is entitled to any relief whatsoever.

149. SEI admits that it was awarded the Peakers Project RFP and that Dominion later canceled the Peakers Project contracts with SEI in August 2020 for market and supply reasons. To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 149 of the Complaint and denies that GE is entitled to any relief whatsoever.

150. SEI denies the allegations and characterizations in Paragraph 150 of the Complaint and denies that GE is entitled to any relief whatsoever.

**COUNT II**

151. Paragraph 151 contains no allegations requiring a response. To the extent a response is required, SEI incorporates its responses to the foregoing Paragraphs of the Complaint as if fully rested herein.

152. Paragraph 152 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 152 of the Complaint.

153. Paragraph 153 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 153 of the Complaint.

154. Paragraph 154 of the Complaint calls for legal conclusions and contains argument, not factual allegations for which a response is required. To the extent a response is deemed required, SEI denies the allegations and characterizations in Paragraph 154 of the Complaint or lacks knowledge or information sufficient to form a belief as to the allegations, and therefore denies them.

155. SEI denies the allegations and characterizations in Paragraph 155 of the Complaint.

156. SEI denies the allegations and characterizations in Paragraph 156 of the Complaint.

157. SEI denies the allegations and characterizations in Paragraph 157 of the Complaint.

158. SEI denies the allegations and characterizations in Paragraph 158 of the Complaint.

159. SEI denies the allegations and characterizations in Paragraph 159 of the Complaint.

160. SEI denies the allegations and characterizations in Paragraph 160 of the Complaint and denies that GE is entitled to any relief whatsoever.

161. SEI admits that it was awarded the Peakers Project RFP and that Dominion later canceled the Peakers Project contracts with SEI in August 2020 for market and supply reasons.

To the extent not specifically admitted, SEI denies the remaining allegations and characterizations in Paragraph 161 of the Complaint and denies that GE is entitled to any relief whatsoever.

162. SEI denies the allegations and characterizations in Paragraph 162 of the Complaint and denies that GE is entitled to any relief whatsoever.

WHEREFORE, SEI denies that plaintiff is entitled to any relief whatsoever.

### **DEFENSES**

SEI asserts the following defenses in response to plaintiff's claims, undertaking the burden of proof only as to those defenses deemed affirmative defenses by law, regardless of how such defenses are denominated herein. SEI incorporates by reference the admissions, allegations, and denials contained in its Answer, and reserves the right to amend this Answer and to assert other defenses as this action proceeds.

#### **FIRST DEFENSE**

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

#### **SECOND DEFENSE**

Plaintiff's claims are barred by the doctrines of intervening or superseding cause.

#### **THIRD DEFENSE**

Plaintiff's claims are barred, in whole or in part, because it has not suffered, and will not suffer, any injury to a legally protected or cognizable interest by reason of SEI's conduct as alleged in the Complaint.

#### **FOURTH DEFENSE**

Plaintiff's claims are barred by the doctrines of waiver, estoppel, laches, unclean hands, and/or *in pari delicto*.

**FIFTH DEFENSE**

Plaintiff fails to allege facts or a cause of action against SEI sufficient to support a claim for compensatory damages, attorneys' fees and/or legal fees, or any other relief.

**SIXTH DEFENSE**

Plaintiff is not entitled to damages because its damages, if any, are too legally uncertain, remote, indirect, and/or speculative.

**SEVENTH DEFENSE**

Plaintiff has failed to mitigate its damages, if any have occurred.

**EIGHTH DEFENSE**

Plaintiff's claims against SEI for damages are barred, in whole or in part, because plaintiff would be unjustly enriched if allowed to recover any portion of the damages alleged in the Complaint.

**NINTH DEFENSE**

Any damages recovered by plaintiff from SEI must be limited by the applicable statutory ceilings on recoverable damages.

**TENTH DEFENSE**

To the extent plaintiff attempts to seek equitable relief against SEI, plaintiff is not entitled to such relief because it has an adequate remedy at law.

**ELEVENTH DEFENSE**

To the extent any misappropriation of trade secrets occurred (which SEI denies), such misappropriation was not willful, reckless, or malicious, and therefore punitive and/or exemplary damages are not warranted.

**TWELFTH DEFENSE**

The supposed trade secrets alleged in plaintiff's Complaint were not unique, were readily ascertainable, and were not confidential or proprietary and did not constitute protectable trade secrets.

**THIRTEENTH DEFENSE**

The supposed trade secrets alleged in plaintiff's Complaint derive no economic value from not being generally known to others and therefore are not protectable trade secrets.

**FOURTEENTH DEFENSE**

Plaintiff has failed to describe or identify with reasonable particularity the alleged trade secrets that SEI has allegedly misappropriated.

**RESERVATION OF RIGHTS AND DEFENSES**

SEI has not knowingly or intentionally waived any applicable defenses and reserves the right to assert and rely on such other applicable defenses as may become available or apparent during discovery proceedings. SEI reserves the right to amend its Answer and/or Defenses accordingly, and/or withdraw defenses that it determines to be inapplicable during the course of subsequent discovery.

**DEMAND FOR A JURY TRIAL**

SEI hereby demands a jury trial as to all issues or claims for which a jury trial is allowed.

Dated: March 1, 2021

Respectfully submitted,

By: /s/ Heidi E. Siegmund  
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*Counsel for Defendant Siemens Energy, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on March 1, 2021, I electronically filed a copy of the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the registered participants as identified on the NEF to receive electronic service.

/s/

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