

3. The SEC brings this action seeking injunctions against future violations and for imposition of a civil money penalty.

JURISDICTION

4. This Court has jurisdiction over this action pursuant to Sections 21(e) and 27 of the Exchange Act, [15 U.S.C. §§77u(e) and 78aa].
5. The Defendant, directly and indirectly, has made use of the means and instrumentalities of transportation or communication in, or the instrumentalities of, interstate commerce, or of the mails in connection with the transactions, acts, practices, and courses of business alleged in this Complaint.

DEFENDANT

6. Chandramowli Srinivasan, age 51, is a resident of Delhi, India. Between 1997 and 2004, Srinivasan established and subsequently headed ATKI. EDS terminated Srinivasan on January 23, 2004.

OTHER PERSONS AND ENTITIES INVOLVED

7. At all times relevant to this case, ATKI was a management consulting firm operating in Delhi, India. ATKI was a unit of A.T. Kearney, Inc., a subsidiary of EDS.
8. EDS is a Delaware corporation in the business of providing information technology services worldwide. EDS's principal executive offices are in Plano, Texas. EDS's common stock is registered with the Commission pursuant to Section 12(b) of the Exchange Act and trades on the New York Stock Exchange.
9. Between 2001 and 2003, two private energy companies that were partly owned by the Indian government ("the Indian companies") retained ATKI to provide them management consulting services.

THE CONDUCT

10. Between 2001 and 2003, the Indian companies were among ATKI's highest-profile clients, generating over three-quarters of ATKI's revenues. After ATKI began having difficulties performing its obligations under the contracts with the Indian companies in 2001, senior employees of the Indian companies threatened to cancel their contracts with ATKI. Srinivasan was concerned that if these contracts were cancelled, ATKI would not be able to obtain additional business in India.
11. As a price for not canceling the contracts, Srinivasan agreed to make direct and indirect payments to certain senior employees of the Indian companies beginning in early 2001. These payments took the form of cash transfers, gifts and services of over \$720,000 and continued through September 2003.
12. To fund the payments of cash and gifts, Srinivasan and an ATKI contract accountant fabricated invoices that Srinivasan subsequently signed to authorize payment. This scheme caused EDS to record these payments incorrectly in its accounting books and records.
13. Srinivasan's bribes accomplished their desired effect. Neither of the Indian companies cancelled their contract with ATKI, and one of these companies awarded two additional contracts to ATKI in September 2002 and April 2003. These bribes allowed EDS to recognize over \$7.5 million in revenues from the Indian companies' contracts after ATKI began paying the bribes.

FIRST CLAIM

Violations of Section 30A of the Exchange Act

14. The SEC re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 13.
15. As an employee of a public company, Srinivasan made or authorized payments totaling over \$720,000 to foreign officials, directly or indirectly, for purposes of obtaining or retaining business; influencing an act or decision; or securing an improper advantage from a foreign government or instrumentality.
16. By reason of the foregoing, Srinivasan violated Section 30A of the Exchange Act.

SECOND CLAIM

Violations of Section 13(b)(5) of the Exchange Act

17. The SEC re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 16.
18. By directing the use of fraudulent invoices to fund the payment of the bribes, Srinivasan knowingly circumvented or knowingly failed to implement a system of internal accounting controls or knowingly falsified EDS's books, records, or accounts.
19. By reason of the foregoing, Srinivasan violated Section 13(b)(5) of the Exchange Act.

THIRD CLAIM

Violations of Rule 13b2-1 of the Exchange Act

20. The SEC re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 19.
21. By directing the use of fraudulent invoices to fund the payment of the bribes, Srinivasan directly or indirectly falsified or caused to be falsified EDS's books, records, or accounts.

22. By reason of the foregoing, Srinivasan violated Rule 13b2-1 of the Exchange Act.

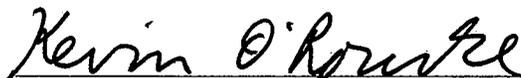
PRAYER FOR RELIEF

WHEREFORE, Plaintiff SEC respectfully requests that this Court enter a Final

Judgment:

1. enjoining Srinivasan from violating Section 30A of the Exchange Act, 15 U.S.C. § 78dd-1.
2. enjoining Srinivasan from violating Section 13(b)(5) of the Exchange Act, 15 U.S.C. § 78m(b)(5).
3. enjoining Srinivasan from violating Rule 13b2-1 of the Exchange Act, 17 C.F.R. § 240.13b2-1.
4. directing Srinivasan to pay a civil money penalty pursuant to Section 21(d)(3) and 32(c) of the Exchange Act [15 U.S.C. §§ 78u(d)(3) and 78ff(c)]; and
5. granting such other relief as this Court may deem just and equitable.

Dated: September 25, 2007
Washington, DC



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