

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>):                  Timothy A. Griswold, Esq. SBN: 258001                  16 Corning Ave., Suite 136                  Milpitas, CA 95035</p> <p>TELEPHONE NO.: (408) 550-5150 FAX NO. (<i>Optional</i>): (408) 550-1893                  E-MAIL ADDRESS (<i>Optional</i>): tim@griswoldlawfirm.com                  ATTORNEY FOR (<i>Name</i>): Silicon Valley Optics Technology, Inc. (Plaintiff)</p>	<p><b>FOR COURT USE ONLY</b></p>           <p>CASE NUMBER:                  HG16842987</p>
<p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA</b>                  STREET ADDRESS: 24405 Amador Street, Room 108                  MAILING ADDRESS: Same                  CITY AND ZIP CODE: Hayward, CA 94544                  BRANCH NAME: Hayward Hall of Justice</p>	
<p>PLAINTIFF/PETITIONER: Silicon Valley Optics Technology, Inc.                  DEFENDANT/RESPONDENT: Lumicon International, LLC, et al</p>	
<p><b>NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL</b></p>	

TO (*insert name of party being served*): LUMICON INTERNATIONAL LLC (via Registered Agent - Deborah Neveux)

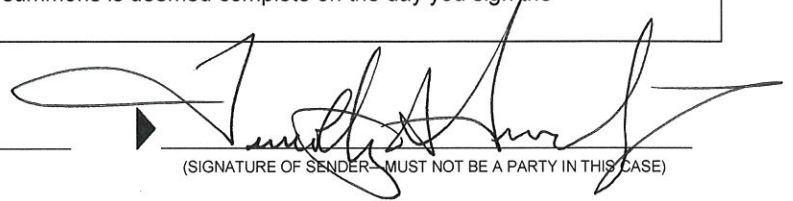
**NOTICE**

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Date of mailing: 1/2/2016

Timothy A. Griswold, Esq.  
(TYPE OR PRINT NAME)



(SIGNATURE OF SENDER— MUST NOT BE A PARTY IN THIS CASE)

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- 2.  Other (*specify*):

Completed and signed CM-010; ALA Civ-100, Notice of Case Management Conference and Order, Notice of Assignment of Judge for All Purposes; Alameda ADR Packet

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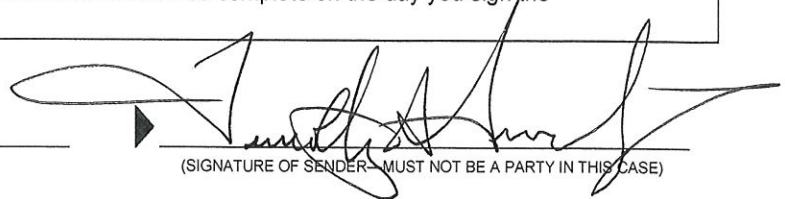
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TO (insert name of party being served): DEBORAH NEVEUX

**NOTICE**

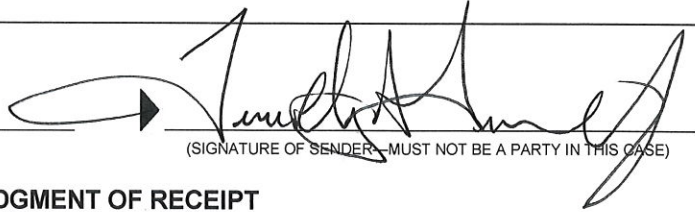
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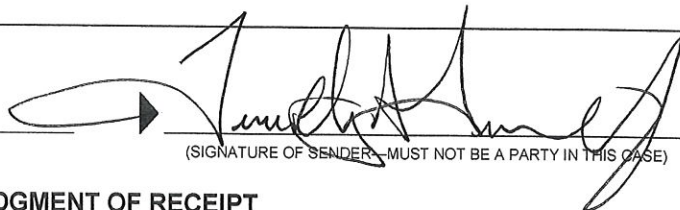
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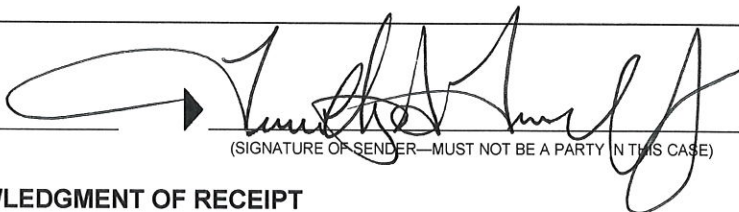
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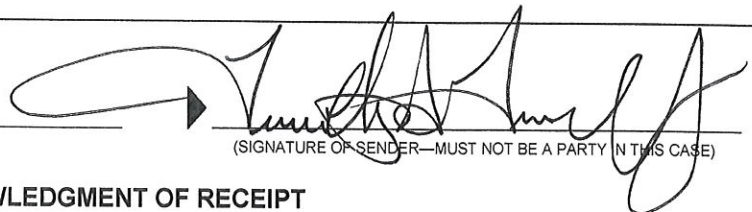
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12/20/2016 10:50 PM FROM: 4085501893

TO: +15102675739 P. 2

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Timothy A. Griswold, SBN: 258001 Attorney at Law 16 Coming Ave., Suite 136  TELEPHONE NO.: (408) 502-8282, ext 102 FAX NO.: (408) 550-1893 ATTORNEY FOR (Name): Silicon Valley Optics Technology, Inc.		<b>FOR COURT USE ONLY</b>  <b>FILED BY FAX</b> ALAMEDA COUNTY  December 21, 2016  CLERK OF THE SUPERIOR COURT By Angelica Mendola, Deputy  CASE NUMBER: <b>HG16842987</b>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda STREET ADDRESS: 24405 Amador St MAILING ADDRESS: CITY AND ZIP CODE: Hayward, CA 94544 BRANCH NAME: Hayward Hall of Justice		CASE NUMBER: <b>HG16842987</b>	
CASE NAME: <b>SVOtek vs. Lumicon International, LLC et al</b>		JUDGE: DEPT:	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (48) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <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) <b>Non-PI/PD/WD (Other) Tort</b> <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) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <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) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <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:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> 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): three: conspiracy, breach of contract, fraud

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: 12/19/2016  
Timothy A. Griswold

(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

12/19/2016 8:59 PM FROM: 4085501893 TO: +15102675739 P. 3

SUM-100

**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

See Attachment 1

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

SILICON VALLEY OPTICS TECHNOLOGY, INC., a California Corporation,

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**FILED BY FAX**  
ALAMEDA COUNTY  
December 20, 2016  
CLERK OF  
THE SUPERIOR COURT  
By Lynn Wiley, Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

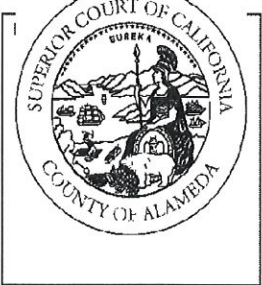
The name and address of the court is:  
(El nombre y dirección de la corte es): **Hayward Hall of Justice**  
24405 Amador Street  
Hayward, CA 94544

CASE NUMBER:  
(Número del caso) **PG16842987**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
**Timothy A. Griswold, 16 Corning Ave., Suite 136, Milpitas, CA** *Lynn Wiley* d. legal

DATE: **December 20, 2016** Clerk, by \_\_\_\_\_, Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para unificar de esta citación use el formulario Proof of Service of Summons, (POS-010)).



- NOTICE TO THE PERSON SERVED:** You are served
- as an individual defendant.
  - as the person sued under the fictitious name of (specify):
  - on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
  - by personal delivery on (date):



SHORT TITLE: SVOTek vs. Lumicon International, LLC et al.	CASE NUMBER:
--	--------------

ATTACHMENT (Number): 1

(This Attachment may be used with any Judicial Council form.)

Summons, Complaint

Notice to Defendants:

LUMICON INTERNATIONAL, LLC, a California business entity; DEBORAH NEVEUX, an individual; MARC NEVEUX, an individual; and DOES 1 through 10, inclusive,

Defendants.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1  
(Add pages as required)

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Timothy A. Griswold (SBN: 258001)  
LAW OFFICE OF TIMOTHY GRISWOLD  
16 Corning Ave., Suite 136  
Milpitas, CA 95035  
Telephone: (408) 502-8282, Ext. 102  
Attorney for Plaintiff,  
Silicon Valley Optics Technology, Inc.

**FILED BY FAX**  
ALAMEDA COUNTY  
December 20, 2016  
CLERK OF  
THE SUPERIOR COURT  
By Lynn Wiley, Deputy  
CASE NUMBER:  
**HG16842987**

**SUPERIOR COURT OF CALIFORNIA  
ALAMEDA COUNTY  
UNLIMITED CIVIL JURISDICTION**

SILICON VALLEY OPTICS TECHNOLOGY,  
INC., a California Corporation,

*Plaintiff,*

v.

LUMICON INTERNATIONAL, LLC, a  
California business entity; DEBORAH NEVEUX,  
an individual; MARC NEVEUX, an individual;  
and DOES 1 through 10, inclusive,

*Defendants.*

Case No.

VERIFIED COMPLAINT FOR:

- 1. Conspiracy
- 2. Breach of Written Contract
- 3. Fraud

DEMAND FOR JURY TRIAL

Plaintiff alleges, based on information and belief, as follows:

**I. PARTIES**

1. The plaintiff, SILICON VALLEY OPTICS TECHNOLOGY, INC. (hereinafter "Plaintiff"), is a California corporation entity in good standing with its principle place of business in Alameda County.



1 2. Defendant LUMICON INTERNATIONAL, LLC is, and at all times mentioned herein  
2 was, a California business entity.

3 3. Defendant DEBORAH NEVEUX is, and at all times mentioned herein was, an individual  
4 whose primary place of residence is Ventura County, California.

5 4. Defendant MARC NEVEUX is, and at all times mentioned herein was, an individual  
6 whose primary place of residence is Ventura County.

7 5. The true names and/or capacities, whether individual, corporate, associate or otherwise of  
8 DOES 1 through 10, inclusive, are unknown to Plaintiff who therefore sues said Defendants by such  
9 fictitious names.

10 6. Plaintiff is informed and believes and thereupon alleges that to the extent any Defendant  
11 was not acting in their individual capacity in doing the things hereinafter alleged, they were acting  
12 as the agent, employee, partner, or authorized representative of the other Defendants such that their  
13 conduct should be attributable to the other Defendants.

## 14 **II. JURISDICTION AND VENUE**

15 7. As the contracts giving rise to the complaint were negotiated and executed in Alameda  
16 County, the contracted-for items were produced in Alameda County, and Plaintiff is physically  
17 located in Alameda County, Plaintiff alleges that jurisdiction is proper in the State of California and  
18 the proper venue is within Alameda County.

## 19 **III. GENERAL ALLEGATIONS**

20 8. On or before December 2014 Dr. Maurice Sweiss (hereinafter "Dr. Sweiss"), through the  
21 independent sales person Florence Hu, visited the offices of Plaintiff in Alameda County on behalf  
22 of Defendant LUMICON INTERNATIONAL, LLC (hereinafter "LUMICON"). Dr. Maurice  
23 Sweiss is, and at all relevant times was, a member/owner of Defendant LUMICON. During his  
24 visit, Dr. Sweiss discussed with Plaintiff the possibility of it producing astronomy filters for  
25 Defendant LUMICON.

1           9. Dr. Sweiss informed Plaintiff that the company that had previously produced astronomy  
2 filters for Defendant LUMICON decided to discontinue doing so. Due to such Defendant  
3 LUMICON would like Plaintiff to begin producing such filters on its behalf.

4           10. Dr. Sweiss verbally informed Plaintiff that Defendant LUMICON intended to use  
5 Plaintiff as its sole astronomy filters original equipment manufacturer (OEM) and that Plaintiff  
6 should begin preparations to receive purchase orders from Defendant LUMICON in excess of one  
7 million US dollars.

8           11. In reliance on such assertions, on or around February to March 2015, Plaintiff bought  
9 new equipment and raw materials, and hired additional employees for its Research and  
10 Development Group to make filter samples.

11           12. Between on or around April to June 2015, Plaintiff received an open PO from Defendant  
12 LUMICON, who at that time was represented by Defendant DEBORAH NEVEUX. DEBORAH  
13 NEVEUX informed Plaintiff that she and her husband Defendant MARC NEVEUX had purchased  
14 Defendant LUMICON from Dr. Sweiss, and intended to honor everything Dr. Sweiss had  
15 previously promised. Defendant DEBORAH NEVEUX then issued an open Purchase Order  
16 (hereinafter "PO") to Plaintiff in excess of one million dollars, which was to cover a period of time  
17 between 12 to 15 months of the date the PO was issued.

18           13. Because of the large quantity involved in the PO, Plaintiff agreed to accept a lower sale  
19 price per unit than its usual market rate.

20           14. Pursuant to the PO, Defendant LUMICON contracted with Plaintiff to purchase a total  
21 of 10,000 units of astronomy band-based filters with 2" diameter specifications. The normal market  
22 rate for such filters was \$210-300/unit. Because of the large volume involved, Plaintiff agreed to  
23 sell each filter of these specifications to Defendant LUMICON for \$60 per unit.

24           15. Defendant LUMICON also contracted with Plaintiff to purchase a total of 10,000 units  
25 of astronomy band-based filters with 1.25" diameter specifications. The normal market rate for such  
26  
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28



1 filters was \$120-\$150. Again, because of the large volume involved, Plaintiff agreed to sell each  
2 filter of these specifications to Defendant LUMICON for \$28 per unit.

3 16. Lastly, pursuant to the PO, Defendant LUMICON contracted with Plaintiff to purchase  
4 2,000 units of astronomy 15 color filters having 1.25" diameter specifications, as well as 2,000 units  
5 of astronomy 15 color filters having 2" diameter specifications. Plaintiff again agreed to sell these  
6 two types of filters at a discount due to the large volume involved. The normal market rate for these  
7 types of filters was \$25-\$40, but Plaintiff agreed to sell each filter to Defendant LUMICON for \$5-6  
8 per unit.

9 17. The combined estimated gross proceeds from the above-mentioned sales totaled  
10 approximately \$1,240,000. In reliance on the PO, Plaintiff spent at least \$500,000 to hire  
11 employees and purchase the necessary equipment to meet such a large volume of sales. After  
12 several months of qualification test runs on or around July 2015, which costs were entirely born by  
13 Plaintiff, Plaintiff began delivering the ordered filters to Defendant LUMICON.

14 18. After Plaintiff delivered the first test order on or around August 2015, Defendant  
15 DEBORAH NEVEUX timely paid the first invoice of approximately \$2000 by credit card on behalf  
16 of Defendant LUMICON. After this payment, Plaintiff believed that they could rely on Defendant  
17 LUMICON to continue tendering timely payments on its orders. Due to such, Plaintiff began to  
18 produce and ship several hundred units of the contracted-for filters according to the specified  
19 timelines in the PO.

20 19. After these subsequent units were delivered, however, Defendant LUMICON did not  
21 tender timely payment after the 30-day payment date, despite repeated demands by Plaintiff.  
22 Because of such, on or around September 2015 Plaintiff began slowing down the production and  
23 delivery of subsequent orders, pending payment by Defendant LUMICON.

24 20. On or between November and December 2015, Defendant DEBORAH NEVEUX visited  
25 Plaintiff at its facility in Fremont, California. She informed Plaintiff that Defendant LUMICON had  
26 run into financial problems. Due to such, she proposed moving the operations of Defendant  
27

1 LUMICON to Plaintiff's facility in Fremont, where Plaintiff and Defendant LUMICO could work  
2 together to jointly produce and sell astronomy filters.

3 21. During such discussions, Defendant DEBORAH NEVEUX beseeched Plaintiff to extend  
4 time for Defendant LUMICON to pay for the delivered products. She further inquired whether  
5 Plaintiff would be willing to make a short-term loan of \$25,000 to Defendant LUMICON. Mr. John  
6 Gao, the CEO of Plaintiff, explained to Defendant DEBORAH NEVEUX that because Plaintiff had  
7 just invested a large amount of money to fulfill the PO for Defendant LUMICON, it was hesitant to  
8 make such a loan. Due to Plaintiff's interest in working with Defendant LUMICON to produce  
9 filters at its Fremont facility, however, Plaintiff ultimately agreed to loan Defendant LUMICON  
10 \$5,000.

11 22. Defendant DEBORAH NEVEUX promised Mr. John Gao that she would repay both the  
12 loan and the money Defendant LUMICON owed to Plaintiff from the filter shipments by March 1,  
13 2016.

14 23. Plaintiff informed Defendant DEBORAH NEVEUX that due to the payment issues, it  
15 would only provide further filters after receiving prepayment from Defendant LUMICON. Between  
16 on or about January to March 2016 Defendant DEBORAH NEVEUX began ordering filters in small  
17 quantities, such as seven units and eleven units at a time, for which she provided prepayments.

18 24. On or about March 1, 2016 Plaintiff inquired about the repayment of the \$5,000 and the  
19 other outstanding invoices. Defendant DEBORAH NEVEUX stated via email that she would  
20 provide such payments. Until the present date, however, no payments have been made. Defendant  
21 DEBORAH NEVEUX subsequently stated that she decided not to make such payments due to the  
22 quality of the filters. Defendant LUMICON, however, has never returned any filters to Plaintiff.

23 25. Between on or about July to August 2016, Defendant DEBORAH NEVEUX and  
24 Defendant MARC NEVEUX did not sell the filters around the world, as they claimed on their  
25 official sales network, at the prices listed on their official website, but began auctioning the filters  
26 previously purchased from Plaintiff on EBay under the ID "waycool4u(1712)" at much lower  
27



1 prices. Many of the filters were sold on EBay at prices even below the much-discounted sales  
2 prices Plaintiff agreed to due to the large volume Defendant LUMICON promised to purchase via  
3 the PO.

4 **FIRST CAUSE OF ACTION**  
5 **CONSPIRACY**  
6 **(Against All Defendants)**

7 26. Plaintiff re-alleges and incorporates by reference every allegation contained in the  
8 preceding paragraphs of this Complaint as though set forth herein.

9 27. Defendants, each of them, were aware of the other Defendants, and each of them  
10 intentionally planned to commit fraud on Plaintiff by fraudulently inducing Plaintiff to produce a  
11 large quantity of filters for Defendant LUMICON as well as to loan money to Defendant  
12 LUMICON, both of which actions were based on false promises and contracts by Defendants that  
13 Defendants never intended to honor.

14 **SECOND CAUSE OF ACTION**  
15 **BREACH OF WRITTEN CONTRACT**  
16 **(Against All Defendants)**

17 28. Plaintiff re-alleges and incorporates by reference every allegation contained in the  
18 preceding paragraphs of this Complaint as though set forth herein.

19 29. Plaintiff entered into a contract with Defendant LUMICON to sell to it over one million  
20 dollars of astronomical filters over a 12 to 15 month period.

21 30. Plaintiff fulfilled all the necessary conditions to properly fulfill the terms of this contract,  
22 including spending over \$500,000 in hiring the necessary personnel and purchasing the necessary  
23 equipment and raw materials, as well as spending several months to perform the development work  
24 necessary to produce the Lumicon filter products.

25 31. Plaintiff began fulfilling its obligations under the terms of the contract in good faith.

26 32. Defendant LUMICON breached the contract with Plaintiff by not tendering due  
27 payments in accordance with the contractual terms.

1 33. The ostensible reason Defendant LUMICON ultimately gave for not following through  
2 with its contractual obligations was not valid under the Uniform Commercial Code (UCC) as  
3 adopted by the state of California, as under the UCC a buyer must notify the seller of any rejection  
4 of goods within a reasonable time after delivery but before acceptance of such. If the buyer does not  
5 give a specific reason (i.e., defect), it cannot rely on the reason later, in legal proceedings.  
6 Defendant LUMICON did not comply with such requirements.

7 34. Plaintiff was harmed by Defendant LUMICON's breach. Plaintiff made substantial  
8 expenditures in reliance on the contract and failed to receive the expected remunerations in  
9 accordance with the contract.

10 35. Plaintiff was unable to mitigate the damages it incurred as the equipment, raw material,  
11 and other expenditures it acquired could only be used to make astronomy filters. Without the name  
12 "Lumicon" being placed on such filters, such filters had little marketable value. The equipment  
13 Plaintiff purchased to fulfill the orders from the PO also has very little marketable resale value.

14 36. Plaintiff also entered into contract with Defendant LUMICON to loan it \$5,000. Plaintiff  
15 provided the \$5,000 loan to Defendant LUMICON. Defendant LUMICON did not repay this loan.  
16 Plaintiff was harmed by Defendant LUMICON's failure to repay this loan.

17 **THIRD CAUSE OF ACTION**  
18 **FRAUD (FALSE PROMISE)**  
19 **(Against all Defendants)**

20 37. Plaintiff re-alleges and incorporates by reference every allegation contained in the  
21 preceding paragraphs of this Complaint as though set forth herein.

22 38. Defendant DEBORAH NEVEUX made a promise to Plaintiff on behalf of Defendant  
23 LUMICON that it would purchase over one million dollars in astronomy filters from Plaintiff.

24 39. Defendant DEBORAH NEVEUX did not intend to perform the promise she made to  
25 purchase the astronomy filters when she made it.  
26  
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1 40. Defendant DEBORAH NEVEUX intended that Plaintiff rely on this promise so that she  
2 could profit by selling the products Plaintiff produced and delivered to Defendant LUMICON  
3 without paying Plaintiff for them.

4 41. Plaintiff reasonably relied on Defendant DEBORAH NEVEUX's promise on behalf of  
5 Defendant LUMICON, and incurred substantial expenses in making and producing the astronomy  
6 filters.

7 42. Although Defendant DEBORAH NEVEUX accepted all the filters sent on behalf of  
8 Defendant LUMICON, she did not perform the promised acts of paying Plaintiff for such products,  
9 even after she and Defendant MARC NEVEUX began profiting from such products by selling them  
10 on EBay.

11 43. Plaintiff was harmed by Defendant DEBORAH NEVEUX's promise on behalf of  
12 Defendant LUMICON.

13 44. Plaintiff's reliance on this promise was a substantial fact in causing its harm.

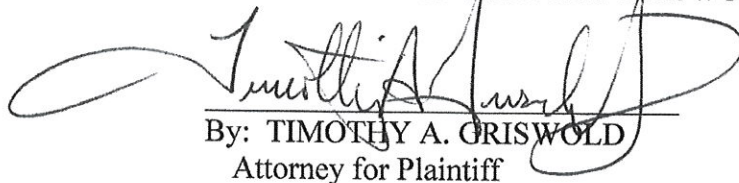
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for the damages and relief set forth below:

- 16 1. Compensatory damages according to proof, but in an amount of at least \$1,200,000.  
17 2. Punitive and exemplary damages.  
18 3. Costs of suit.  
19 4. For such other relief as the Court may deem just and proper.

20 Date: December 19, 2016

LAW OFFICE OF TIMOTHY GRISWOLD

21   
22  
23 By: TIMOTHY A. GRISWOLD  
24 Attorney for Plaintiff


25 **DEMAND FOR JURY TRIAL**

26 Plaintiff hereby requests jury trial on all issues.  
27  
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**VERIFICATION BY PLAINTIFF**

1 I have reviewed the foregoing complaint and declare under penalty of perjury under the laws of  
2 the State of California that its contents are true and correct.  
3

4 Dated: December 19, 2016

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6 John Gao, CEO,  
7 Silicon Valley Optics Technology, Inc.  
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Griswold, Timothy A.  
16 Corning Ave.  
Suite 136  
Milpitas, CA 95035

**Superior Court of California, County of Alameda**

Silicon Valley Optics Technol  
Plaintiff/Petitioner(s)  
VS.  
Lumicon International, LLC,  
Defendant/Respondent(s)  
(Abbreviated Title)

No. HG16842987

**NOTICE OF CASE MANAGEMENT  
CONFERENCE AND ORDER**  
Limited Jurisdiction

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:  
Notice is given that a Case Management Conference has been scheduled as follows:

Date: 06/12/2017 Time: 03:00 PM	Department: 23 Location: Administration Building Fourth Floor 1221 Oak Street, Oakland CA 94612 Internet: <a href="http://www.alameda.courts.ca.gov">www.alameda.courts.ca.gov</a>	Judge: Victoria S. Kolakowski Clerk: Timothy Lopez Clerk telephone: (510) 267-6939 E-mail: Dept.23@alameda.courts.ca.gov Fax: 0
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**ORDERS**

1. **Plaintiff must:**
  - a. **Serve** all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)); and
  - b. **Give notice** of this conference to all other parties and file proof of service.
2. **Defendant must** respond as stated on the summons.
3. **All parties who have appeared before the date of the conference must:**
  - a. **Meet and confer**, in person or by telephone as required by Cal. Rules of Court, rule 3.724;
  - b. **File and serve** a completed *Case Management Statement* on Form CM-110 at least 15 days before the Case Management Conference (Cal. Rules of Court, rule 3.725); and
  - c. **Post jury fees** as required by Code of Civil Procedure section 631.
4. If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.
5. You are further ordered to appear in person or through your attorney of record at the Case Management Conference noticed above. You must be thoroughly familiar with the case and fully authorized to proceed. You may be able to appear at Case Management Conferences by telephone. Contact CourtCall, an independent vendor, at least three business days before the scheduled conference. Call 1-888-882-6878, or fax a service request to (888) 882-2946. The vendor charges for this service.
6. You may file *Case Management Conference Statements* by E-Delivery. Submit them directly to the E-Delivery Fax Number (510) 267-5732. No fee is charged for this service. For further information, go to [www.alameda.courts.ca.gov/ff](http://www.alameda.courts.ca.gov/ff).
7. The judge may place a *Tentative Case Management Order* in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the website of each assigned department for procedures regarding tentative case management orders at [www.alameda.courts.ca.gov/dc](http://www.alameda.courts.ca.gov/dc).

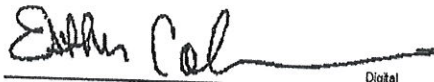
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**CLERK'S CERTIFICATE OF MAILING**

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice of Hearing by placing copies in envelopes addressed as shown hereon and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 12/22/2016.

By



Digital

Deputy Clerk

**Superior Court of California, County of Alameda**



**Notice of Assignment of Judge for All Purposes**

Case Number: HG16842987  
Case Title: Silicon Valley Optics Technol VS Lumicon International, LLC,  
Date of Filing: 12/20/2016

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

**Pursuant to Rule 3.734 of the California Rules of Court and Title 3 Chapter 2 of the Local Rules of the Superior Court of California, County of Alameda, this action is hereby assigned by the Presiding Judge for all purposes to:**

<b>Judge:</b>	Victoria S. Kolakowski
<b>Department:</b>	23
<b>Address:</b>	Administration Building 1221 Oak Street Oakland CA 94612
<b>Phone Number:</b>	(510) 267-6939
<b>Fax Number:</b>	0
<b>Email Address:</b>	Dept.23@alameda.courts.ca.gov

Under direct calendaring, this case is assigned to a single judge for all purposes including trial.

**Please note: In this case, any challenge pursuant to Code of Civil Procedure section 170.6 must be exercised within the time period provided by law. (See Code Civ. Proc. §§ 170.6, subd. (a)(2) and 1013.)**

**NOTICE OF NONAVAILABILITY OF COURT REPORTERS:** Effective June 4, 2012, the court will not provide a court reporter for civil law and motion hearings, any other hearing or trial in civil departments, or any afternoon hearing in Department 201 (probate). Parties may arrange and pay for the attendance of a certified shorthand reporter. In limited jurisdiction cases, parties may request electronic recording.

Amended Local Rule 3.95 states: "Except as otherwise required by law, in general civil case and probate departments, the services of an official court reporter are not normally available. For civil trials, each party must serve and file a statement before the trial date indicating whether the party requests the presence of an official court reporter."

You may schedule case management hearings, law & motion hearings and other calendar events with Department 23 by e-mail. The use of e-mail is not a substitute for filing pleadings or filing other documents. You must provide copies of all email communications to each party (or party's attorney if the party is represented) at the same time that you send the



e-mail to the Court. You must show that you have done so in your e-mail. Courtesy copies of all moving, opposition and reply papers should be delivered as required by Local Rule 3.30(c).

IT IS THE DUTY OF EACH PLAINTIFF AND CROSS COMPLAINANT TO SERVE A COPY OF THIS NOTICE IN ACCORDANCE WITH LOCAL RULES.

### **General Procedures**

Following assignment of a civil case to a specific department, all pleadings, papers, forms, documents and writings can be submitted for filing at either Civil Clerk's Office, located at the René C. Davidson Courthouse, Room 109, 1225 Fallon Street, Oakland, California, 94612, George E. McDonald Hall of Justice, 2233 Shoreline Drive, Alameda, California, 94501 and the Hayward Hall of Justice, 24405 Amador Street, Hayward, California, 94544. All documents, with the exception of the original summons and the original civil complaint, shall have clearly typed on the face page of each document, under the case number, the following:

ASSIGNED FOR ALL PURPOSES TO  
JUDGE Victoria S. Kolakowski  
DEPARTMENT 23

All parties are expected to know and comply with the Local Rules of this Court, which are available on the Court's website at: [http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules\(1\)](http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules(1)) and with the California Rules of Court, which are available at [www.courtinfo.ca.gov](http://www.courtinfo.ca.gov).

Parties must meet and confer to discuss the effective use of mediation or other alternative dispute processes (ADR) prior to the Initial Case Management Conference. The court encourages parties to file a "Stipulation to Attend ADR and Delay Initial Case Management Conference for 90 Days". Plaintiff received that form in the ADR information package at the time the complaint was filed. The court's Web site also contains this form and other ADR information. If the parties do not stipulate to attend ADR, the parties must be prepared to discuss referral to ADR at the Initial Case Management Conference.

Parties should check DOMAIN for tentative case management orders, which should be posted by noon the court day before the case management conference. Tentative rulings for case management conferences can be viewed in the Register of Actions, NOT UNDER TENTATIVE RULINGS. The tentative ruling will become the order of the court if there is no appearance by any party. Any party intending not to appear and thereby submit to a tentative ruling should contact all other parties before the hearing and may reach agreement that all counsel will submit to the tentative ruling or that one party will speak for itself and others.

### **Schedule for Department 23**

The following scheduling information is subject to change at any time, without notice. Please contact the department at the phone number or email address noted above if you have questions.

- Trials generally are held: Mon through Thurs from 8:45 am to 1:15 pm. A Readiness Conference is held a week before the trial date at 2:00 pm. This Conference is the first day of trial for applying Local Rule 3.35 and the discovery cut-off periods in the CCP.

- Case Management Conferences are held: Wednesdays at 3:00 p.m. In Case Management Statements, please inform the court of (1) the status of the case, (2) what counsel believes should occur at the Case Management Conference and (3) when the case will be ready for ADR or trial.
- Law and Motion matters are heard: Tuesdays and Thursdays at 3:00 p.m. The procedure for contesting tentative law and motion orders is as set out in Local Rule 3.30(d) and California Rules of Court 3.1308(a)(1).
- Settlement Conferences are heard: Settlement Conferences may be referred to other departments, as ordered by the Court in a Case Management Conference Order.
- Ex Parte matters are heard: Tuesdays and Thursdays at 3:00 p.m.
- Telephonic appearances through Court Call are encouraged for routine matters and will be accommodated to the fullest extent possible. However, for significant contested substantive motions, counsel are requested to appear in person if possible. Counsel appearing by telephone are often unaware of what is occurring in the courtroom and it is extremely difficult for a court reporter to accurately transcribe the proceedings.

### **Law and Motion Procedures**

To obtain a hearing date for a Law and Motion or ex parte matter, parties must contact the department as follows:

- Motion Reservations  
Email: Dept.23@alameda.courts.ca.gov
- Ex Parte Matters  
Email: Dept.23@alameda.court.ca.gov

### **Tentative Rulings**

The court may issue tentative rulings in accordance with the Local Rules. Tentative rulings will become the Court's order unless contested in accordance with the Local Rules. Tentative rulings will be available at:

- Website: [www.alameda.courts.ca.gov/domainweb](http://www.alameda.courts.ca.gov/domainweb), Calendar Information for Dept. 23
- Phone: 1-866-223-2244

Dated: 12/21/2016



facsimile

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Presiding Judge,  
Superior Court of California, County of Alameda

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**CLERK'S CERTIFICATE OF MAILING**

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as shown on the attached Notice of Initial Case Management Conference and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 12/22/2016

By



Digital

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Deputy Clerk





## Superior Court of California, County of Alameda Alternative Dispute Resolution (ADR) Information Packet

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The person who files a civil lawsuit (plaintiff) must include the ADR Information Packet with the complaint when serving the defendant. Cross complainants must serve the ADR Information Packet on any new parties named to the action.

The Court *strongly encourages* the parties to use some form of ADR before proceeding to trial. You may choose ADR by:

- Indicating your preference on Case Management Form CM-110;
- Filing the Stipulation to ADR and Delay Initial Case Management Conference for 90 Days (a local form included with the information packet); or
- Agree to ADR at your Initial Case Management Conference.

**QUESTIONS?** Call (510) 891-6055. Email [adrprogram@alameda.courts.ca.gov](mailto:adrprogram@alameda.courts.ca.gov)  
Or visit the court's website at <http://www.alameda.courts.ca.gov/adr>

### What Are The Advantages Of Using ADR?

- **Faster** – Litigation can take years to complete but ADR usually takes weeks or months.
- **Cheaper** – Parties can save on attorneys' fees and litigation costs.
- **More control and flexibility** – Parties choose the ADR process appropriate for their case.
- **Cooperative and less stressful** – In mediation, parties cooperate to find a mutually agreeable resolution.
- **Preserve Relationships** – A mediator can help you effectively communicate your interests and point of view to the other side. This is an important benefit when you want to preserve a relationship.

### What Is The Disadvantage Of Using ADR?

- **You may go to court anyway** – If you cannot resolve your dispute using ADR, you may still have to spend time and money resolving your lawsuit through the courts.

### What ADR Options Are Available?

- **Mediation** – A neutral person (mediator) helps the parties communicate, clarify facts, identify legal issues, explore settlement options, and agree on a solution that is acceptable to all sides.
  - **Court Mediation Program:** Mediators do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediator's regular fees.

Some mediators ask for a deposit before mediation starts which is subject to a refund for unused time.

- **Private Mediation:** This is mediation where the parties pay the mediator's regular fees and may choose a mediator outside the court's panel.
- **Arbitration** – A neutral person (arbitrator) hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial and the rules of evidence are often relaxed. Arbitration is effective when the parties want someone other than themselves to decide the outcome.
  - **Judicial Arbitration Program (non-binding):** The judge can refer a case or the parties can agree to use judicial arbitration. The parties select an arbitrator from a list provided by the court. If the parties cannot agree on an arbitrator, one will be assigned by the court. There is no fee for the arbitrator. The arbitrator must send the decision (award of the arbitrator) to the court. The parties have the right to reject the award and proceed to trial.
  - **Private Arbitration (binding and non-binding)** occurs when parties involved in a dispute either agree or are contractually obligated. This option takes place outside of the courts and is normally binding meaning the arbitrator's decision is final.

### **Mediation Service Programs In Alameda County**

Low cost mediation services are available through non-profit community organizations. Trained volunteer mediators provide these services. Contact the following organizations for more information:

#### **SEEDS Community Resolution Center**

2530 San Pablo Avenue, Suite A, Berkeley, CA 94702-1612

Telephone: (510) 548-2377 Website: [www.seedscrc.org](http://www.seedscrc.org)

Their mission is to provide mediation, facilitation, training and education programs in our diverse communities – **S**ervices that **E**ncourage **E**ffective **D**ialogue and **S**olution-making.

#### **Center for Community Dispute Settlement**

291 McLeod Street, Livermore, CA 94550

Telephone: (925) 373-1035 Website: [www.trivalleymediation.com](http://www.trivalleymediation.com)

CCDS provides services in the Tri-Valley area for all of Alameda County.

*For Victim/Offender Restorative Justice Services*

#### **Catholic Charities of the East Bay: Oakland**

433 Jefferson Street, Oakland, CA 94607

Telephone: (510) 768-3100 Website: [www.cceb.org](http://www.cceb.org)

Mediation sessions involve the youth, victim, and family members work toward a mutually agreeable restitution agreement.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)  TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, ALAMEDA COUNTY</b>  STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
<b>STIPULATION TO ATTEND ALTERNATIVE DISPUTE RESOLUTION (ADR) AND DELAY INITIAL CASE MANAGEMENT CONFERENCE FOR 90 DAYS</b>	CASE NUMBER: _____

**INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.**

This stipulation is effective when:

- All parties have signed and filed this stipulation with the Case Management Conference Statement at least 15 days before the initial case management conference.
- A copy of this stipulation has been received by the ADR Program Administrator, 1225 Fallon Street, Oakland, CA 94612.

1. Date complaint filed: \_\_\_\_\_. An **Initial Case Management Conference** is scheduled for:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Department: \_\_\_\_\_

2. Counsel and all parties certify they have met and conferred and have selected the following ADR process (check one):

- Court mediation       Judicial arbitration
- Private mediation       Private arbitration


3. All parties agree to complete ADR within 90 days and certify that:

- a. No party to the case has requested a complex civil litigation determination hearing;
- b. All parties have been served and intend to submit to the jurisdiction of the court;
- c. All parties have agreed to a specific plan for sufficient discovery to make the ADR process meaningful;
- d. Copies of this stipulation and self-addressed stamped envelopes are provided for returning endorsed filed stamped copies to counsel and all parties;
- e. Case management statements are submitted with this stipulation;
- f. All parties will attend ADR conferences; and,
- g. The court will not allow more than 90 days to complete ADR.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

\_\_\_\_\_  
 (TYPE OR PRINT NAME)

 \_\_\_\_\_  
 (SIGNATURE OF PLAINTIFF)

Date:

\_\_\_\_\_  
 (TYPE OR PRINT NAME)

 \_\_\_\_\_  
 (SIGNATURE OF ATTORNEY FOR PLAINTIFF)



PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER.:
--	---------------

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF DEFENDANT)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF ATTORNEY FOR DEFENDANT)

1 Timothy A. Griswold (SBN: 258001)  
2 LAW OFFICE OF TIMOTHY GRISWOLD  
3 16 Corning Ave., Suite 136  
4 Milpitas, CA 95035  
5 Telephone: (408) 502-8282, Ext. 102

6 Attorney for Plaintiff,  
7 Silicon Valley Optics Technology, Inc.

8 **SUPERIOR COURT OF CALIFORNIA**  
9 **COUNTY OF ALAMEDA**

10 SILICON VALLEY OPTICS TECHNOLOGY,  
11 INC., a California Corporation,

12 *Plaintiff,*

13  
14 v.

15 LUMICON INTERNATIONAL, LLC, a  
16 California business entity; DEBORAH NEVEUX,  
17 an individual; MARC NEVEUX, an individual;  
18 and DOES 1 through 10, inclusive,

19 *Defendants.*

Unlimited Jurisdiction

Case No. HG16842987

PROOF OF SERVICE OF SUMMONS,  
COMPLAINT, AND INITIAL PAPERS

20 **PROOF OF SERVICE**  
21 **Code of Civil Procedure §§ 1013a, 2015.5**

22 I am a resident of the State of California, over the age of eighteen years, and not a party to the  
23 instant action. My business address is 16 Corning Ave., Suite 136, Milpitas, CA 95035.

24 On **January 2, 2017**, I served the following documents:

- 25 1) Two Copies of Notice and Acknowledgement of Receipt-Civil (Lumicon) + Self-  
26 Addressed, Self-Stamped Envelope;  
27 2) Two Copies of Notice and Acknowledgement of Receipt-Civil (Deborah Neveux) + Self-  
28 Addressed, Self-Stamped Envelope;  
3) Two Copies of Notice and Acknowledgement of Receipt-Civil (Marc Neveux) + Self-  
Addressed, Self-Stamped Envelope;  
4) Summons, Case No. HG16842987;

**PROOF OF SERVICE – DEFENDANTS’ DISCOVERY, SET ONE**

- 5) Complaint, Case No. HG16842987;
- 6) Endorsed-Filed CM-010;
- 7) ALA Civ-100 Notices sent by Court;
- 8) Alameda ADR Package;

By placing the document(s) listed above in a sealed envelope, addressed as set forth below, and placing the envelope for collection and mailing in the place designated for such in the above- mentioned office, following the ordinary business practices of such office.

By transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date.

By causing a true copy thereof to be personally delivered to the person(s) at the address(es) set forth below.

By electronically serving the document(s) described above via a Court approved File & Serve vendor on the recipients designated on the Transaction Receipt located on the vendor's website.

By sending the document(s) listed above via overnight mail, where in the ordinary course of business such correspondence is picked up by an agent from an overnight mail service the same day that the envelope is sealed and placed for collection and mailing.

By electronically serving the document(s) to the electronic mail address set forth below on this date before 5:00 p.m. pursuant to the signed stipulation of the parties and consistent with Code of Civil Procedure section 1010.6(a)(2).

**SEE ATTACHED SERVICE LIST**

I am readily familiar with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service. Under that practice, mail would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposition for mailing as set forth in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **January 2, 2017** in Milpitas, California.

\_\_\_\_\_  
Timothy A. Griswold



**SERVICE LIST**

Name and Address of each Person to whom Notice was Provided

**Name of the person served:**

**Address of persons served:**

Lumicon International LLC c/o  
Deborah Neveux (Registered Agent for  
Process)

1887 Glenview Ave  
Simi Valley, CA 93063-3232  
T: (805) 584-9073

Deborah Neveux

Same as above

Marc Neveux

Same as above