

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**
David T. Xue, and Does 1 through 20

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTA DEMANDANDO EL DEMANDANTE):**
Perkins Coie, LLP

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

FILED BY FAX
ALAMEDA COUNTY
January 29, 2009
CLERK OF
THE SUPERIOR COURT
By Corinna Carden, Deputy

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), 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), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DIAS 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.courtinfo.ca.gov/selfhelp/espanol/), 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), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

RG09433295

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of California, County of Alameda

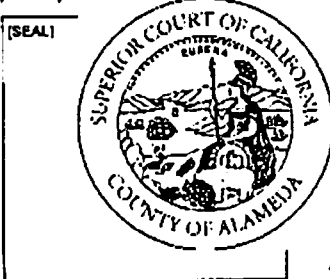
CASE NUMBER:
(Número del Caso):

1225 Fallon Street
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):

Charles N. Bendes
1999 Harrison Street, Suite 2675
510/763-1000
Oakland, CA 94612
Kornfield & Kuhner, P.C.
Oakland

DATE: January 29, 2009
(Fecha) Clerk, by _____, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega 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):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Charles N. Bendes 70126 Kornfield, Nyberg, Bendes & Kuhner, P.C. 1999 Harrison Street, Suite 2675 Oakland, CA 94612 TELEPHONE NO: 510/763-1000 FAX NO. (Optional) 510/273-8669 E-MAIL ADDRESS (Optional) c.bendes@kornfieldlaw.com ATTORNEY FOR (Name): Plaintiff Perkins Coie, LLP	FOR COURT USE ONLY FILED BY FAX ALAMEDA COUNTY January 29, 2009 CLERK OF THE SUPERIOR COURT By Corinna Carden, Depu CASE NUMBER: RG09433295
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME:	
PLAINTIFF: Perkins Coie, LLP DEFENDANT: David T. Xue	
<input checked="" type="checkbox"/> DOES 1 TO 20 <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number): Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited	

1. Plaintiff* (name or names): Perkins Coie, LLP
 alleges causes of action against defendant* (name or names): David T. Xue, and Does 1 through 20

2. This pleading, including attachments and exhibits, consists of the following number of pages: 7

3. a. Each plaintiff named above is a competent adult
 except plaintiff (name): Perkins Coie, LLP
 (1) a corporation qualified to do business in California
 (2) an unincorporated entity (describe):
 (3) other (specify): a Washington limited liability partnership

b. Plaintiff (name):
 a. has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
 b. has complied with all licensing requirements as a licensed (specify):
 c. Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person
 except defendant (name):
 (1) a business organization, form unknown (1) a business organization, form unknown
 (2) a corporation (2) a corporation
 (3) an unincorporated entity (describe): (3) an unincorporated entity (describe):
 (4) a public entity (describe): (4) a public entity (describe):
 (5) other (specify): (5) other (specify):

*If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.



SHORT TITLE:
Perkins v. Xue

CASE NUMBER:
AG09433295

4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) Doe defendants (specify Doe numbers): _____ were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): 1-20 are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 382 are (names):

5. Plaintiff is required to comply with a claims statute, and
- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify):

6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.

7. This court is the proper court because
- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):
- Breach of Contract
- Common Counts
- Other (specify):

9. Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
- a. damages of: \$ 36,334.25
- b. interest on the damages
- (1) according to proof
- (2) at the rate of (specify): _____ percent per year from (date):
- c. attorney's fees
- (1) of: \$
- (2) according to proof.
- d. other (specify):

11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: January 28, 2009

Charles N. Bendes _____
(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE
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First _____ CAUSE OF ACTION-Breach of Contract
(number)

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): Perkins Coie, LLP

alleges that on or about (date): January 29, 2007

a written oral other (specify):

agreement was made between (name parties to agreement): Perkins Coie, LLP, Plaintiff and David T. Xue, Defendant

A copy of the agreement is attached as Exhibit A, or

The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):

BC-2. On or about (dates): August 7, 2008

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify):

Defendant voluntarily terminated his employment with Plaintiff and then failed, neglected, and refused to reimburse to Plaintiff the advances for law school tuition and expenses notwithstanding Plaintiff's demand.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

as stated in Attachment BC-4 as follows (specify):

\$36,334.25, plus interest from September 7, 2008, to entry of judgment.

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute

of \$

according to proof.

BC-6. Other:

SHORT TITLE: Perkins v. Xue	CASE NUMBER: AG 09433295
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Second _____ CAUSE OF ACTION-Common Counts
(number)

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): Perkins Coie, LLP

alleges that defendant (name): David T. Xue, and Does 1 through 20

became indebted to plaintiff other (name):

- a. within the last four years
 - (1) on an open book account for money due.
 - (2) because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.
- b. within the last two years four years
 - (1) for money had and received by defendant for the use and benefit of plaintiff.
 - (2) for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.
 - the sum of \$
 - the reasonable value.
 - (3) for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff
 - the sum of \$
 - the reasonable value.
 - (4) for money lent by plaintiff to defendant at defendant's request.
 - (5) for money paid, laid out, and expended to or for defendant at defendant's special instance and request.
 - (6) other (specify):

CC-2. \$ 36,334.25, which is the reasonable value, is due and unpaid despite plaintiff's demand, plus prejudgment interest according to proof at the rate of _____ percent per year from (date): September 7, 2008

CC-3. Plaintiff is entitled to attorney fees by an agreement or a statute
 of \$
 according to proof.

CC-4. Other:

EXHIBIT A

Perkins
Coie

Edward Wes
PHONE (650) 838-4302
FAX (650) 838-4350
EMAIL EdWes@perkinscoie.com

101 Jefferson Drive
Menlo Park, CA 94025-1114
PHONE: 650.838.4300
FAX: 650.838.4350
www.perkinscoie.com

January 23, 2007

Mr. David T. Xue
2 Miranda Court
Alameda, CA 94502

Re: Employment Offer

Dear David:

On behalf of the firm, I am delighted to confirm our offer for you to join Perkins Coie as a Patent Agent in the Patent Group of our Menlo Park office while you attend your last year of law school and as an associate once you have graduated from law school in December 2007. Our offer is contingent upon a successful clearance of conflicts, background check, and references. Enclosed you will find our conflicts documents. Please complete and return them via fax or email to Jennifer Cappa, Personnel Manager at JCAPPA@PERKINSCOIE.COM, upon your acceptance of our offer. If for any reason you prefer to have conflicts cleared before accepting our offer, please let us know.

As a patent agent, your starting annual salary will be \$155,000. Your first performance review will be in July 2007. Please be advised that the annual minimum billable expectation for Patent Agents is 1,950 hours. Our billable year runs from October 1 through September 30. If your annualized billable hours are 1951 on September 30, 2007, we will also provide you with a \$15,000 bonus on December 31, 2007.

Once you graduate from law school in December 2007, you will be considered an associate. Due to your patent agent experience and Ph.D., you will be considered to be a member of the class of 2004 for purposes of compensation. At this time, the salary is \$170,000 based on a projected productivity level of 1950 hours. You will be eligible for certain performance bonuses if you reach 2000 hours or more (i.e., \$5,000 for 2000 hours). Although under firm policy we cannot commit that you will be considered for partnership by any particular date, due to your experience as a patent agent, you will receive two years of credit towards partnership and we expect that you would first be considered in the fall of 2012 for possible admission on January 1, 2013.

In addition to the above-referenced salary and subject to the terms of repayment set forth below, Perkins Coie will advance as a loan up to \$30,000 for the calendar year 2007 (less all applicable withholding for taxes) for your law school tuition and expenses (the "Advances"), so long as you are

99999-9834/ADMIN30367115.1

ANCHORAGE · BEIJING · BELLEVUE · BOISE · CHICAGO · DENVER · LOS ANGELES
MENLO PARK · OLYMPIA · PHOENIX · PORTLAND · SAN FRANCISCO · SEATTLE · WASHINGTON, D.C.

Perkins Coie LLP and Affiliates

Mr. David T. Xue
January 23, 2007
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employed by Perkins Coie and work full-time (1950 hours pro-rated). During the three-year period starting on January 1 of the calendar year immediately after the date that you graduate from law school (the "3-year period"), Perkins Coie will forgive your obligation to repay the Advances at the rate of 33% per calendar year; provided, that you are a full-time employee of Perkins Coie and bill at least 1,850 billable hours per calendar year for each year. Partial years will be pro-rated. Thus, if you were to bill at least 1,850 billable hours per year during the 3-Year Period, your entire repayment obligation would be forgiven over 3 years.

If you cease attending law school (which will be deemed to have occurred if for two consecutive semesters you fail to take at least 4 units of classes) or you voluntarily terminate your employment with Perkins Coie before the 3-Year Period commences or ends, you agree to pay Perkins Coie the amount of the Advances that have not been repaid by you or otherwise forgiven by Perkins Coie (together with interest at the rate of 6% per year compounded annually from the date the first Advance was made to you) within 30 days of your decision to cease law school or your voluntary termination, as the case may be. If Perkins Coie terminates your employment for any reason, you agree to pay Perkins Coie the aggregate amount of Advances that have not been repaid by you or otherwise forgiven by Perkins Coie (together with interest at the rate of 6% per year compounded annually from the date the first Advance was made to you) in 36 equal monthly installments commencing on the date of termination.

It is our mutual intent and understanding that any Advances made to you under the terms of this offer letter will be treated as wages for federal income and employment tax purposes in the calendar year in which the Advances are actually paid to you. Therefore, Perkins Coie will deduct and withhold from such advances the amount of all applicable withholding for federal income and employment-related taxes and include the amount of such Advances on your IRS Form W-2 for the applicable calendar years.

The firm's associate compensation package consists of three components: base salary, a productivity award and an Equity Investment Plan. Base salaries are adjusted annually based on merit. Productivity awards are based on work during the calendar year. The Equity Investment Plan allows associates the opportunity to share in the potential appreciation of investments made in firm clients. Please refer to the enclosed Associate Compensation Memo for a more detailed explanation. The Associate Compensation Memo is a confidential, internal document and we request that you not share the information with individuals outside of the firm.

Please be advised that the firm expects you will take the California Bar Exam in February 2008. In order to prepare for the Exam, the Firm will give you five (5) weeks of paid time off immediately preceding the Bar Exam and also reimburse you for bar examination fees for the California bar and one bar review course. The firm pays for bar association dues and the expenses of continuing legal education courses. If you terminate your employment within twelve months after commencing your regular work schedule as an associate for reasons within your control, you agree to repay Perkins Coie within 30 days of your termination, any bar exam fees and bar study fees advanced to you or paid on your behalf by the firm.

Mr. David T. Xue
January 23, 2007
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Please understand that notwithstanding any oral representation to the contrary, Perkins Coie is an "at-will" employer. This means that both you and the firm will be free to terminate the employment relationship at any time as either of us determines appropriate. Only the Managing Partner and Personnel Partner are authorized to make exceptions to the Firm's practice, and any exceptions must be in writing. We, nonetheless, anticipate that this is the beginning of a mutually satisfying experience. In addition to your salary as a Patent Agent and Associate, you are eligible to receive a broad range of benefits, including a 401(k) plan and medical, dental, life insurance and long-term disability insurance. Summaries of the patent agent and associate benefits are enclosed for your information.

During orientation, you will be asked to complete an Employment Eligibility Verification (I-9) form. The Immigration and Naturalization Service requires this form of all new employees. In order to complete the form, you will need to provide actual documentation (not photocopies) that establishes your identity and eligibility to work in the United States. For your convenience, I have enclosed a copy of acceptable documentation. Failure to provide us with the required documentation within the first three days of employment will result in your termination as required by law. Also, if you plan to participate in the direct deposit of your payroll check, please bring a blank voided check and/or blank deposit slip with you on your first day.

If you accept this offer and are in agreement with the terms set forth herein, please sign, date and return one copy of this letter in the enclosed prepaid envelope addressed to Jennifer Cappa, Personnel Manager.

David, we are enthusiastic about working with you as both a Patent Agent and as an Associate. If we can answer any questions or provide you with any additional information, please do not hesitate to give me a call at (650) 838-4302 or Shellena Bergen, our office administrator, at (650) 838-4337.

Very truly yours,

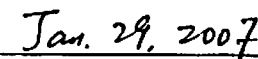

Edward Wes

EW/sb

Accepted and Agreed to:



Signature



Date