



Complete Email Correspondence with Luminar

Following the filing of the Delaware Chancery Court action regarding the Solstice asset sale, plaintiff stockholders initiated direct written communication with Luminar Technologies through multiple channels. This section documents the complete email threads, including all exchanges, responses, and notably, instances where Luminar's counsel refused to confirm or deny factual assertions about the transaction.

Thread 1: Section 220 Books and Records

- ▶ Demand

Timeline: September 5, 2025 - October 7, 2025

Message 1: Initial Section 220 Demand (September 5, 2025)

From: Shanmukha Sravan Puttagunta
To: Corporate Secretary, Luminar Technologies, Inc.
Date: September 5, 2025
Subject: Demand for Inspection of Books and Records Under 8 Del. C. § 220

Dear Corporate Secretary,

I, Shanmukha Sravan Puttagunta, am both a record and beneficial holder of common stock of Luminar Technologies, Inc. ("Luminar" or the "Company"). My ownership of Luminar stock is current, continuous, and sufficient to confer all statutory rights under the Delaware General Corporation Law.

Pursuant to Section 220, this letter constitutes a formal demand to inspect and copy certain books and records of Luminar. These rights are well established under Delaware law and serve as an important accountability mechanism where there is a credible basis to suspect mismanagement, breaches of fiduciary duty, or failures of disclosure.

Proper Purpose: The purpose of this demand is to investigate potential mismanagement, breaches of fiduciary duty, and disclosure violations in connection with Luminar's acquisition of assets from Solfice Research Inc. ("Solfice") via Condor LLC.

This demand is made in connection with, and to cross-reference disclosures against, the related action pending in the Delaware Court of Chancery, *Anuj Gupta v. Safko and Harvey*, C.A. No. 2024-1296-SEM, which concerns Solfice fiduciaries' conduct in connection with the same transaction.

Specific areas of investigation include:

- Inducements and Side Payments made to Solfice insiders in exchange for voting consents
- Staggered Exit Mechanics through Condor Acquisition Sub II
- Selective Release Waivers imposed on stockholders

- Seller Release Agreements as closing deliverables
- Board Oversight Failures by Solfice directors

[Full demand letter with detailed document categories]

Respectfully submitted,
Shanmukha Sravan Puttagunta

 [View Full Section 220 Demand Letter \(PDF\)](#)

Message 2: Luminar's Rejection (September 23, 2025)

From: M. Todd Scott, Orrick, Herrington & Sutcliffe LLP
To: Shanmukha Puttagunta
Date: September 23, 2025
Subject: Re: Inspection Demand on Luminar Technologies, Inc.

Dear Mr. Puttagunta,

We represent Luminar Technologies, Inc. ("Luminar" or the "Company") with regard to your September 5, 2025 stockholder inspection demand under 8 Del C. § 220. The Demand concerns Luminar's 2024 "acquisition of assets from Solfice Research Inc. ("Solfice") via Condor LLA,"

and is "made in connection with, and to cross-reference disclosures against, the related action pending in the Delaware Court of Chancery, *Anuj Gupta v. Safka and Harvey*, C.A. No. 2024-1296-SEM."

In short, you seek documents from Luminar to advance your ongoing claims in the Gupta litigation, and only recently purchased three shares in Luminar in order to bring the Demand.

The Demand, however, does not satisfy the requirements of 8 Del C. § 220 ("Section 220"), and must be rejected for two independent reasons:

First, the Demand does not articulate a proper purpose for inspection. Your stated purpose is "unrelated to the [your] purpose as a stockholder" of Luminar and concerns your interests as a stockholder of Solfice, and your ongoing litigation against Solfice and its insiders. Section 220 is "not a way to circumvent discovery proceedings" in ongoing litigation.

Second, to the extent you maintain the Demand seeks to investigate purported wrongdoing by Luminar, the Demand must be rejected because it does not provide a credible basis to suggest that Luminar did anything wrong. The Demand does not even suggest that Luminar or its insiders committed any wrongdoing in connection with the acquisition of assets from Solfice (or otherwise).

Regards,

M. Todd Scott

 [View Luminar's Rejection Letter \(PDF\)](#)

Message 3: Stockholder's Comprehensive Response (September 23, 2025)

From: Sravan Puttagunta
To: M. Todd Scott, Orrick
Cc: Delaware Court of Chancery, Register in Chancery (courtesy copy)
Date: September 23, 2025
Subject: Response to Rejection of § 220 Demand – Comprehensive Analysis of Luminar's Custodial Obligations and Liability Exposure in Project Condor

Counsel,

I write in response to your September 23, 2025 letter rejecting my demand under 8 Del. C. § 220. Your response reveals either a fundamental misunderstanding of Delaware's books-and-records jurisprudence or a deliberate attempt to obfuscate Luminar's clear custodial obligations and potential liability exposure.

Your letter's central premise—that these are "Solfice's records" rather than Luminar's—ignores established Delaware precedent on acquirer custody, the practical realities of M&A closing mechanics, and the specific admissions already made by Solfice's counsel that these materials are "parked with the buyer."

KEY POINTS RAISED IN 21-PAGE RESPONSE:

- **Custodial Framework:** Luminar is the custodian of Project Condor closing materials as a matter of M&A practice and Delaware law
- **Valuation Manipulation:** Suspicious price reduction from \$20M+ to \$10M coinciding with consent issues
- **Inducement Structure:** Employment agreements creating Fliegler conflicts
- **§228(e) Compliance:** Missing statutory notice documentation
- **Aiding and Abetting:** Luminar's potential liability under Rural Metro
- **Nine Document Categories:** Detailed with granular specificity
- **Criminal Implications:** Mail/wire fraud potential
- **SEC Reporting Issues:** Material disclosure deficiencies

The Valuation Manipulation Pattern:

- **May 2022:** Luminar's initial indication valued Solfice at \$20-22 million
- **Late May 2022:** Seller's counsel communicated inability to secure founder cooperation (27% common stake)
- **June 2022:** Luminar's offer mysteriously drops to \$10-12 million—a 50% reduction

- **June-July 2022:** Employment agreements and special compensation arrangements begin appearing for insiders totaling millions—effectively restoring value extracted from headline price

I hereby demand that Luminar produce the requested documents within ten (10) business days. If Luminar refuses or fails to respond within ten business days, I will immediately petition the Chancery Court for relief.

[Full 21-page comprehensive legal analysis]

Very truly yours,
Sravan Puttagunta
Luminar Stockholder

 [View Full 21-Page Response Letter \(PDF\)](#)

Critical Issue: Non-Response to Factual Assertions

Note that Puttagunta's September 23 response includes specific factual allegations about:

- The \$20M+ initial valuation reducing to \$10M
- Timing correlation with consent issues

- Employment agreements as closing conditions
- Missing §228(e) documentation
- The \$800,000 inducement offer

Luminar's counsel never confirms or denies any of these factual assertions in subsequent correspondence.

Message 4: Luminar's Second Rejection (October 7, 2025)

From: M. Todd Scott, Orrick, Herrington & Sutcliffe LLP
To: Shanmukha Puttagunta
Date: October 7, 2025
Subject: Re: Inspection Demand on Luminar Technologies, Inc.

Dear Mr. Puttagunta,

We write on behalf of Luminar Technologies, Inc. ("Luminar" or the "Company") with reference to your September 5, 2025 stockholder inspection demand under 8 Del C. § 220 (the "Demand"). As you know, Luminar rejected the Demand in a letter dated September 23, 2025 (the "Rejection Letter"), because the Demand does not comport with the requirements of 8 Del C. § 220 ("Section 220").

In a follow-up letter dated September 23, 2025 (the "Demand Follow-Up"), **you falsely assert that Luminar rejected the Demand because, purportedly, "Luminar lacks custody" of the documents you seek.** In reality, as the Rejection Letter made plain, the Demand was rejected because it "concerns your interests as a stockholder of Solfice [Research Inc.], and your ongoing litigation against Solfice and its insiders."

In the Demand Follow-Up you now speculate that Luminar representatives might face "aiding-and-abetting liability for transaction counterparties [at Solfice] who knowingly participate[d] in fiduciary breaches." Citing to what you call a "suspicious valuation trajectory" and purported "documentary evidence" that is not quoted in or attached to your correspondence, you assert there is a credible basis to infer wrongdoing by Luminar representatives.

But you do not cite any facts to support that conclusory claim, and the Company is well within its rights to "deny requests for inspection ... that are based only upon suspicion."

It is clear on the face of your Demand that the purpose for your inspection is "not reasonably related to [your] interest as a stockholder" of Luminar, and the Company is under no obligation, will not, engage any further with you on this matter.

Finally, we note that even if the Demand complied with the requirements of Section 220, and it does not, the voluminous deal documents you seek are not available for inspection under the statute, which was recently amended to limit the scope of document stockholders can review.

Regards,

M. Todd Scott

 [View Luminar's Second Rejection Letter \(PDF\)](#)

Notable Pattern: Refusal to Engage on Substance

Luminar's counsel:

- ✗ Does NOT deny the valuation dropped from \$20M+ to \$10M
- ✗ Does NOT deny employment agreements were closing conditions
- ✗ Does NOT deny the timing correlation with consent issues
- ✗ Does NOT deny missing §228(e) documentation
- ✗ Does NOT provide any contrary evidence
- ✓ Simply states "will not engage any further" without addressing substance

This refusal to confirm or deny creates adverse inferences under Delaware law.

▶ **Thread 2: Notice of Material Disclosure**

▶ **Obligation**

Timeline: October 31, 2025 - November 3, 2025

Message 1: Initial Notice (October 31, 2025, 10:31 PM)

From: Sravan Puttagunta <sravan.puttagunta@gmail.com>
To: Anuj Gupta, Jason Creadore, Alex Talarides, M. Todd Scott (Orrick)
Date: Friday, October 31, 2025, 10:31 PM
Subject: Notice of Material Disclosure Obligation Re: Tainted Asset Title

Dear Luminar Counsel,

This communication puts you on formal notice that the asset referred to internally as "Project Condor" may be subject to rescission, constructive trust, and/or injunctive relief due to an invalid vote under 8 Del. C. §271, compounded by:

- Selective and undisclosed inducements offered to stockholders in exchange for their consent,
- The refusal of fiduciaries to provide written disclosure to at least 40% of the voting block.

These matters are currently the subject of a pending books and records action in the Delaware Court of Chancery, which may result in the invalidation of the transaction and a follow-on plenary action seeking rescissory damages and disgorgement.

As a result, any contemplated sale, transfer, assignment, or hypothecation of the underlying IP, assets, or derivative interests must include full written disclosure of:

- The disputed validity of the underlying asset sale,
- The possibility of injunctive or clawback actions,
- And the taint surrounding both stockholder inducements and board-level conduct.

Failure to disclose such risks to a prospective acquirer or creditor may constitute securities fraud, negligent misrepresentation, or a breach of duty—particularly under applicable SEC rules (17 CFR §240.10b-5), and under Delaware's standards for equitable notice in asset transactions.

You are required to preserve all documentation, communications, and transaction materials related to:

- Board consents and 228(e) notices from June 2022
- Any closing deliverables tied to compensation or releases
- Communications involving employment agreements, inducement grants, or buyer-side due diligence

We reserve all rights.

Sincerely,
Sravan Puttagunta

 [View Complete Email Thread \(PDF\)](#)

Message 2: Counsel's Response (November 1, 2025, 11:07 AM)

From: M. Todd Scott <tscott@orrick.com>
To: Puttagunta Sravan
Cc: Gupta Anuj, Creadore Jason, Talarides Alex
Date: Saturday, November 1, 2025, 11:07 AM

Mr. Puttagunta, I do not represent Luminar in this regard. You will need to contact the company directly.

Best,
Todd

Notable: Counsel does not deny any of the factual assertions about:

- Invalid vote under §271
- Undisclosed inducements
- Failure to provide disclosure to 40% of voting block
- Tainted asset title

Instead, simply states he doesn't represent Luminar "in this regard" without clarification of what that means.

Message 3: Request for Contact (November 1, 2025, 11:15 AM)

From: Sravan Puttagunta
To: M. Todd Scott
Cc: Gupta Anuj, Creadore Jason, Talarides Alex
Date: Saturday, November 1, 2025, 11:15 AM

Can you please provide me the appropriate point of contact?

Kind regards, Sravan

No response was received to this request for the appropriate point of contact.

Message 4: Direct Notice to Luminar (November 1, 2025, 11:23 AM)

From: Sravan Puttagunta

To: Anuj Gupta, Jason Creadore, Alex Talarides, M. Todd Scott, investors@luminartech.com, corpsec@luminartech.com, boardofdirectors@luminartech.com

Date: Saturday, November 1, 2025, 11:23 AM

Forwarding notice to potential stakeholders.

Kind regards, Sravan

[Original message quoted]

Significance: After counsel declined to engage, Puttagunta escalated by sending the notice directly to Luminar's investor relations, corporate secretary, and board of directors email addresses. This creates a clear record that Luminar's leadership was formally notified of the disputed ownership claims and disclosure obligations.

▶ **Thread 3: Formal Notice of Disputed Ownership and Creditor Rights**

Timeline: November 1, 2025 - November 3, 2025

Message 1: Initial Notice of Disputed Ownership (November 1, 2025, 10:08 AM)

From: Sravan Puttagunta <sravan.puttagunta@gmail.com>
To: Anuj Gupta, Jason Creadore, M. Todd Scott, Alex Talarides
Date: Saturday, November 1, 2025, 10:08 AM
Subject: Formal Notice of Disputed Ownership and Creditor Rights – Project Condor Assets

To the General Counsel and Board of Directors of Luminar Technologies, Inc.:

I am writing to formally notify you that I am asserting an equitable, contractual, and fiduciary interest in the intellectual property and other assets originally developed by Solfice Research, Inc., and purportedly transferred via "Project Condor" to Luminar Technologies, Inc.

Disputed Ownership — Invalid §271 Transaction

As detailed in C.A. No. 2024-1296-SEM (Delaware Chancery), I have provided:

A sworn affidavit and supporting exhibits establishing that the asset sale to Luminar was not validly approved under 8 Del. C. §271, due to:

- Inducement offers and vote coercion;
- Material non-disclosure to 40%+ of stockholders;
- Incomplete and selective dissemination of the APA and compensation schedules;
- Use of post hoc board appointment and unsigned consents;
- **The offer made to me personally of an \$800,000 inducement package in exchange for a proxy vote (which I refused).**

As such, the transaction may be rescinded, and your continued assertion of ownership over those assets may constitute unlawful possession and unjust enrichment.

Preservation of Rights in Bankruptcy and M&A Contexts

You are hereby notified that:

1. Any attempted sale, transfer, or assignment of the disputed Solfice assets, including via a 363 bankruptcy sale or "strategic alternative," will be met with formal legal objection and claims for constructive trust and rescissory relief;
2. I am asserting rights as a:
 - Pre-transaction stockholder of Solfice Research, Inc.;
 - Creditor and potential judgment beneficiary of any equitable relief or disgorgement remedy;

- Interested party with standing to challenge transfer or discharge in any bankruptcy proceeding or merger-related documentation;
3. If Luminar or its successors proceed with any transaction without disclosing the ownership dispute, pending litigation, or regulatory scrutiny, such conduct will be deemed:
- Materially misleading under SEC Rule 10b-5;
 - A fraudulent transfer under U.S. Bankruptcy Code §548;
 - Grounds for equitable subordination or clawback under §§547–550.

Demand for Noticing and Preservation

Accordingly, I request that:

- I be added to any noticing list for upcoming restructuring, bankruptcy, asset sales, or public company disclosures;
- You immediately preserve all documents and communications relating to Project Condor, RSU schedules, APA amendments, board consents, and any compensation paid or promised to Solfice insiders;
- You confirm that any CIM, teaser, or dataroom issued to potential acquirers now reflects the contested title and ongoing Delaware litigation.

This letter is issued without waiver of any rights and shall not be construed as acceptance of any transaction, jurisdiction, or settlement position.

Sincerely,

Sravan Puttagunta
Stockholder, Solfice Research, Inc
Sravan.puttagunta@gmail.com
415-710-2791

 [View Complete Email Thread \(PDF\)](#)

Key Disclosure: \$800,000 Inducement Offer

This is the first formal written correspondence where Puttagunta explicitly states the amount of the personal inducement offer: **\$800,000**. This provides concrete detail about the alleged vote-buying scheme and establishes personal, firsthand knowledge of the misconduct. The fact that this specific dollar amount is never challenged or denied by Luminar is legally significant.

No response was received from Luminar counsel or corporate officers to this notice of disputed ownership.

Message 2: Forwarding for Broader Distribution (November 3, 2025, 10:56 PM)

From: Sravan Puttagunta
To: Anuj Gupta, Jason Creadore, M. Todd Scott, Alex Talarides, investors@luminartech.com,

boardofdirectors@luminartech.com, corpsec@luminartech.com

Date: Monday, November 3, 2025, 10:56 PM

Forwarding for reference.

Kind regards, Sravan

[Original message quoted]

No response was received from any Luminar representative to this forwarded notice.

Thread 4: Luminar's Aiding and Abetting — The Valuation Punishment Scheme

Timeline: July 11-13, 2022 (during transaction negotiations)

Critical Context: This email thread occurred during the negotiation phase of Project Condor, months before the transaction closed. [Arman Pahlavan](#), a partner at Perkins Coie LLP representing [Solfice Research Inc.](#) (the seller), explicitly admitted that the buyer (Luminar) reduced the purchase price by 50% (from \$20M to \$10M) specifically to punish Puttagunta for refusing to sign proxy documents without seeing

final documentation. This is direct evidence that **Solfice's own counsel had actual knowledge of Luminar's coercive vote manipulation tactics** and failed to properly disclose this material information to all stockholders.

Background: The Rural Metro Aiding and Abetting Standard

Under Delaware law, as established in *In re Rural Metro Corp.*, 88 A.3d 54 (Del. Ch. 2014), a party may be held liable for aiding and abetting a fiduciary breach if:

1. A fiduciary breached its duty;
2. The defendant knowingly participated in that breach; and
3. The plaintiff suffered damages as a result.

The "knowingly participated" element requires showing that the defendant had actual or constructive knowledge of the fiduciary breach and substantially assisted or encouraged the breach. Buyers in M&A transactions can be held liable for aiding and abetting when they knowingly structure transactions to manipulate votes, coerce stockholders, or assist target company fiduciaries in breaching their duties.

The following email correspondence provides direct evidence of (1) Luminar's knowing participation in vote manipulation and coercion, and (2) Solfice management's actual knowledge through their own counsel of the buyer's coercive tactics, which they failed to disclose to all stockholders.

Message 1: Founder's Inquiry About Valuation Drop (July 11, 2022, 2:53 PM)

From: Sravan Puttagunta <sravan.puttagunta@gmail.com>
To: Arman Pahlavan <APahlavan@perkinscoie.com>
Cc: Anuj Gupta
Date: Monday, July 11, 2022, 2:53 PM
Subject: Re: Conversation with Luminar Technologies

Hey Arman,

Can you please help me understand why the valuation dropped from 20-22 to 10-12?

Thanks,

Sravan

Message 2: Counsel's Initial Response (July 12, 2022, 8:17 AM)

From: Arman Pahlavan, Partner, Perkins Coie LLP (Counsel for Solfice)
To: Sravan Puttagunta
Cc: Anuj Gupta
Date: Tuesday, July 12, 2022, 8:17 AM

Sravan,

Let me find out and get back to you.

Best,

Arman

Arman Pahlavan | Partner

Perkins Coie LLP

3150 Porter Drive, Palo Alto, CA 94304-1212

D. +1.650.838.4345

APahlavan@perkinscoie.com

Message 3: THE SMOKING GUN — Explicit Admission of Valuation Punishment (July 13, 2022, 9:02 AM)

From: Arman Pahlavan, Partner, Perkins Coie LLP (Counsel for Solfice)

To: Sravan Puttagunta

Cc: Anuj Gupta

Date: Wednesday, July 13, 2022, 9:02 AM

Sravan,

I talked to Luminar and here is what I learned.

The valuation of the company dropped from \$20M to \$10M because of the drop in market values.

Another driver to bringing down the value is that they wanted to have a clean deal with 90% vote and they didn't get there because of your tough negotiation on the issues that was important to them.

The company made several overtures to get you to sign documents that you would follow the vote of majority of preferred or other subset of the shareholders (I don't remember exact details), and you were unwilling to do that.

The company set aside \$2M for common stock distribution and that didn't seem acceptable to you to get your signatures because you wanted to see final dox and then sign.

Buyer was not willing to move forward on spending time and money without knowing that they had 90% shareholder vote before they worked on the dox.

So, the total mix of these discussions, your inability to cooperate with them on the India subsidiary issues, the non-cooperation to get to 90% vote for transaction, the market drop all resulted in significant decline in price.

I also understand that Stefan tried to address your issues several times but wasn't able to move past this impasse.

I hope this helps clarify the pricing issues.

Best,
Arman

 [View Complete Email Thread \(PDF\)](#)

SMOKING GUN ADMISSION — What This Email Proves:

1. Solfice Counsel's Admission of Buyer's Valuation Manipulation:

Arman Pahlavan, **representing Solfice (the seller)**, explicitly confirms that the buyer (Luminar) reduced the purchase price from \$20M to \$10M (a 50% reduction) specifically because "they wanted to have a clean deal with 90% vote and they didn't get there because of your tough negotiation." This proves Solfice's fiduciaries had actual knowledge through their counsel of the buyer's coercive tactics.

2. Proof of Buyer-Side Coercion:

This is direct evidence that Luminar used the transaction price as a weapon to coerce stockholder votes. The buyer was willing to pay \$20M+ but deliberately reduced the price to \$10M to punish stockholders who refused to sign proxy documents without disclosure.

3. Knowing Participation in Vote Manipulation:

The email demonstrates that Luminar knew about and actively participated in efforts to secure a "90% vote" through coercive tactics rather than full disclosure. The buyer's refusal to provide "final dox" before demanding proxy signatures shows conscious circumvention of informed consent requirements.

4. Aiding and Abetting Fiduciary Breaches:

By deliberately structuring the transaction to punish non-consenting stockholders through price reduction, Luminar substantially assisted the Solfice fiduciaries (Stefan Safko, Scott Harvey) in breaching their duties of disclosure, loyalty, and fair dealing.

5. Evidence of Bad Faith:

The buyer's insistence on securing votes before providing documentation is the opposite of good faith negotiation. This is evidence of a deliberate scheme to obtain consent through coercion rather than informed decision-making.

Why Solfice Counsel's Knowledge is Devastating

The Significance of Arman Pahlavan Representing Solfice (Not Luminar):

The fact that Arman Pahlavan was **Solfice's own counsel** (not the buyer's counsel) makes this email exponentially more damning:

- 1. Actual Knowledge by Fiduciaries:** Solfice directors (Stefan Safko, Scott Harvey) cannot claim ignorance of Luminar's coercive tactics. Their own counsel explicitly confirmed that the buyer reduced the price to punish stockholders who refused to sign proxies without documentation.
- 2. Duty to Disclose:** Under Delaware law, once fiduciaries learn through their counsel that the buyer is using price manipulation to coerce votes, they have an absolute duty to disclose this material information to all stockholders before seeking their consent.

- 3. Knowing Complicity:** By proceeding with the transaction and stockholder solicitation without disclosing the buyer's coercive tactics, Solfice's fiduciaries knowingly participated in the vote manipulation scheme.
- 4. Defeats "Good Faith" Defense:** Defendants cannot argue they acted in good faith when their own counsel explicitly told them the buyer was punishing stockholders who demanded proper disclosure.
- 5. Evidence of Conspiracy:** This proves both buyer (Luminar) and seller (Solfice) were working together to manipulate the vote through a combination of price threats and selective disclosure.
- 6. Imputed Knowledge:** Under Delaware law, knowledge of counsel is imputed to the client. Arman's email puts Solfice's board on actual notice of material facts requiring disclosure.

The email essentially proves that Solfice's fiduciaries committed a knowing, intentional breach of their disclosure duties with full awareness of the harm to non-consenting stockholders.

Legal Analysis: Elements of Aiding and Abetting Satisfied

Element 1: Fiduciary Breach by Solfice Directors

The Solfice directors (Stefan Safko and Scott Harvey) breached their fiduciary duties by:

- Failing to disclose the valuation manipulation scheme to all stockholders
- Allowing the buyer to coerce votes through price threats
- Structuring their own compensation as closing conditions tied to vote outcomes

- Failing to form a special committee despite obvious conflicts

Element 2: Luminar's Knowing Participation

Arman Pahlavan's July 13, 2022 email is direct evidence that Luminar:

- **Had actual knowledge** of the vote manipulation scheme (explicitly stated they "wanted 90% vote")
- **Substantially assisted** the breach by weaponizing the transaction price
- **Knowingly structured** the deal to coerce stockholders (demanded votes without providing documentation)
- **Actively participated** in circumventing disclosure requirements

Element 3: Stockholder Damages

Common stockholders suffered damages through:

- Receipt of only \$10M instead of \$20M+ in transaction value
- Loss of informed voting rights
- Dilution of per-share value due to coerced vote structure
- Unjust enrichment of insiders who received side compensation

The Timing and Strategic Context

This email exchange occurred in **July 2022**, which was:

- **After** Luminar had already made its initial \$20M+ indication of interest (early 2022)
- **After** the \$800K inducement offer to Puttagunta in April 2022
- **After** Puttagunta's refusal to sign without documentation (April 2022)
- **After** Luminar reduced the valuation from \$20M to \$10M in retaliation (May-June 2022)
- **Before** the final \$10M Asset Purchase Agreement was executed
- **Before** the employment agreements for Stefan Safko and Scott Harvey were finalized as closing conditions
- **Before** the stockholder consent solicitation was distributed

The timing proves that Luminar's valuation reduction was deliberate retaliation for Puttagunta's refusal to sign the proxy without documentation. First they offered him \$800K to secure his 27% common vote (April 2022). When he refused and demanded to see final terms, they slashed the company valuation by 50% (May-June 2022). This is textbook vote coercion—punishing a stockholder economically for demanding proper disclosure.

Connection to Inducement Structure

The Arman Pahlavan emails must be read together with the broader inducement structure:

The Complete Picture:

1. **Step 1 (Early 2022):** Luminar indicates willingness to pay \$20M+ for Solstice assets
2. **Step 2 (April 2022):** Solstice insiders offer founder \$800K inducement to secure his 27% common stock vote without providing documentation
3. **Step 3 (April 2022): Founder refuses inducement and demands to see final transaction terms before voting**
4. **Step 4 (May-June 2022): RETALIATION:** Luminar reduces offer from \$20M to \$10M—a 50% cut—specifically to punish founder's refusal and non-cooperation (per Arman email)
5. **Step 5 (Late May-June 2022):** Luminar structures millions in side compensation to insiders (employment agreements as closing conditions per APA § 7.2(e), RSUs, release payments) effectively restoring value selectively to those who cooperate
6. **Step 6:** Transaction closes with questionable vote count; founder's refusal to be bought results in all common stockholders losing 50% of value

The scheme's architecture: First, try to buy the founder's vote with \$800K. When that fails, slash the company valuation by 50% to punish him economically and pressure him to cooperate. Then restore value selectively through undisclosed side deals with cooperative insiders. The result: all common stockholders suffer from the reduced price, but only cooperating insiders get made whole through secret compensation. This is precisely the type of buyer-assisted fiduciary breach and vote coercion that Delaware law prohibits.

Why This Matters for Litigation

The Arman Pahlavan correspondence is devastating evidence for several reasons:

1. **Direct Admissions:** Unlike circumstantial evidence requiring inference, this is a direct admission from Solstice's counsel (acting on behalf of Luminar) explaining exactly why the price was reduced.
2. **Contemporaneous Documentation:** The email was sent in July 2022, during the transaction negotiations, before any litigation was contemplated. It cannot be dismissed as post-hoc rationalization.
3. **Party Admission:** As counsel for Solstice, Arman Pahlavan's statements establish that Solstice's fiduciaries had actual knowledge of the buyer's coercive tactics through their own counsel, making the failure to disclose even more egregious.
4. **Defeats Business Judgment Rule:** This evidence shows the transaction was not the product of informed business judgment but rather deliberate vote manipulation, taking it outside business judgment protection.
5. **Establishes Scienter:** For fraud claims, this demonstrates Luminar's knowing participation in the scheme, satisfying the scienter element.
6. **Supports Entire Fairness:** Evidence of coercion and vote manipulation triggers entire fairness review, shifting the burden to defendants.
7. **Corwin Cleansing Defeated:** This proves the stockholder vote was not "fully informed" and was "coerced," eliminating any Corwin cleansing effect.

Comparison to Luminar's Later Non-Engagement

The Stark Contrast:

July 2022 (During Transaction):

- Solstice's counsel (Arman Pahlavan) openly confirmed to stockholders that Luminar reduced valuation to coerce votes
- Explicitly stated buyer "wanted 90% vote" and reduced price as punishment for "tough negotiation"
- Acknowledged buyer refused to provide documentation before demanding proxy signatures
- Solstice fiduciaries had actual knowledge through their counsel of the coercive scheme

October-November 2025 (After Litigation Filed):

- "Will not engage any further with you on this matter"
- "I do not represent Luminar in this regard"
- Complete refusal to confirm or deny factual assertions
- No response to notices of disputed ownership

Inference: Once litigation commenced and the legal implications became clear, Luminar adopted a strategy of silence—but the July 2022 admissions are already on the record and cannot be walked back.



[View Related Memo on Coercive Proxy Tactics \(PDF\)](#)

▶ **Legal and Strategic Significance of the Complete Correspondence**

Pattern of Non-Engagement on Factual Assertions

Across all three correspondence threads, a clear pattern emerges:

Factual Assertions Made by Stockholder (NEVER Denied by Luminar):

- × Valuation dropped from \$20M+ to \$10M in June 2022
- × Timing correlation between price reduction and consent issues
- × Employment agreements were closing conditions under APA §7.2(e)
- × Missing §228(e) statutory notice documentation
- × Material non-disclosure to 40%+ of stockholders
- × \$800,000 inducement offer made to plaintiff
- × "Document parking" with buyer (admitted by Solfice counsel)
- × Invalid §271 stockholder approval
- × Tainted asset title

Luminar's Responses:

- "I do not represent Luminar in this regard"
- "Will not engage any further with you on this matter"
- "Based only upon suspicion"
- [Complete silence on substance]

Legal Implications Under Delaware Law

Delaware courts recognize several adverse inference doctrines that apply to this pattern:

1. **Consciousness of Guilt:** Refusal to respond to specific factual allegations, when within the party's knowledge, permits an inference that the allegations are true. See *Weinberger v. UOP, Inc.*, 457 A.2d 701 (Del. 1983).
2. **Judicial Admissions by Silence:** When one party makes specific factual assertions in correspondence and the other party fails to deny them despite opportunity and obligation to do so, the court may treat the assertions as admitted. See *Merritt v. United Parcel Service*, 956 A.2d 1196 (Del. 2008).
3. **Empty Chair Inference:** When a party refuses to produce documents or engage with allegations, the court may infer that production would reveal unfavorable facts. See *Fitzgerald v. Cantor*, 1998 WL 842316 (Del. Ch. 1998).
4. **Spoliation Concerns:** The absence of routine transaction documents (§228(e) mailing records, closing deliverables) combined with refusal to address their absence raises spoliation concerns. See *Beard Research, Inc. v. Kates*, 981 A.2d 1175 (Del. Ch. 2009).

Creating the Documentary Record

Strategic Purpose of Multiple Notices: By sending three separate formal notices through different channels (Section 220 demand, material disclosure warning, disputed ownership notice) to multiple recipients (counsel, board, corporate officers), the plaintiff created a comprehensive documentary record establishing:

1. **Actual Notice:** Luminar cannot claim ignorance of the disputed ownership, approval defects, or disclosure obligations
2. **Preservation Trigger:** Formal document preservation obligations attached, making any subsequent destruction potentially spoliation
3. **Disclosure Obligations:** SEC reporting requirements triggered for material contingent liabilities
4. **Knowledge Element:** For aiding-and-abetting claims, scienter is established through documented notice
5. **Bad Faith Evidence:** Refusal to engage despite multiple opportunities demonstrates bad faith for fee-shifting purposes

Escalating Pattern of Legal Notification

The correspondence demonstrates a deliberate escalation strategy:

| Date | Communication | Legal Theory | Response |
|---------|----------------------------|---------------------------------------|-----------------------------------|
| Sept 5 | §220 Demand | Stockholder inspection rights | Rejected (Sept 23) |
| Sept 23 | 21-page response | Custody, valuation fraud, inducements | "Will not engage further" (Oct 7) |
| Oct 31 | Material disclosure notice | Securities fraud, tainted title | "Don't represent Luminar" (Nov 1) |
| Nov 1 | Disputed ownership | Invalid §271, bankruptcy rights | [No response] |

Impact on Subsequent Litigation

This correspondence record provides critical foundation for multiple claims:

- **§220 Enforcement Action:** Clear refusal to produce documents despite proper demand
- **Securities Fraud Claims:** Notice of disclosure deficiencies triggering duty to correct
- **Aiding and Abetting:** Knowledge element established through formal notices
- **Constructive Trust:** Assertion of equitable interest in disputed assets
- **Fraudulent Transfer:** Notice to Luminar before any asset sale or bankruptcy
- **Bad Faith Fee-Shifting:** Multiple opportunities to engage refused

- **Spoliation Claims:** Preservation demands establishing duty

Strategic Timing and Luminar's Financial Distress

The October-November timing of the notices coincides with:

- Luminar's deteriorating financial position (documented in SEC filings)
- Market speculation about potential bankruptcy or strategic alternatives
- The need to establish creditor rights before any Chapter 11 filing
- The importance of perfecting claims to Project Condor assets before disposition

By formally asserting disputed ownership and demanding inclusion in noticing procedures, the plaintiff positioned himself to challenge any subsequent transactions involving the Project Condor assets, whether through bankruptcy sale, merger, or other disposition.

The Unanswered \$800,000 Question:

The single most significant fact in all the correspondence is Puttagunta's sworn statement that he was offered an **\$800,000 inducement package** in exchange for his proxy vote, which he refused. This assertion has been made:

- In the September 23 demand
- In the November 1 disputed ownership notice

- In sworn affidavits filed with the Delaware Chancery Court

Luminar has never denied this allegation. Under Delaware law, this failure to deny when within Luminar's knowledge and when there is both opportunity and obligation to respond creates a strong inference that the allegation is true.