

Transcript of the Proceedings of:

WATTERS

vs.

CANNON, et al.

April 10, 2023



I M A G I N E
R E P O R T I N G

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO
400 McALLISTER STREET, SAN FRANCISCO, CALIFORNIA 94102
BEFORE THE HONORABLE CURTIS E.A. KARNOW, JUDGE
DEPARTMENT NO. 611

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ANDREW G. WATTERS,

Plaintiff,

vs.

CGC-20-586215

BENJAMIN P.D. CANNON, et al.,

Defendants.

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REPORTER'S TRANSCRIPT OF PROCEEDINGS

MONDAY, APRIL 10, 2023

VOLUME 1 (Pages 1 - 219)

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STENOGRAPHICALLY REPORTED

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No. 3 Email responding to Craigslist 33 133
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No. 4 6x7 Networks; Carrier Neutral 38 135
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No. 6	Printouts from the 6x7 Networks website, two pages	90	139
No. 7	Quotation dated 3/14/2019, Client: Andrew Watters, approximately 20 pages	92	140
No. 8	Email from Ben Cannon to to Andrew Watters, 6/2/2020, Subject Re Proposal, two pages	44	142
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MORNING SESSION

MONDAY, APRIL 10, 2023 - 9:31 A.M.

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P R O C E E D I N G S

THE COURT: Good morning, everyone.

(ALL COUNSEL): Good morning, Judge.

THE COURT: Let's see, who do we have in the room? Just for the record, if you could announce yourselves, starting from my right and moving to my left.

MR. WATTERS: Andrew Watters, pro per, Your Honor.

THE COURT: If you could speak directly into the microphone, approximately one inch away from it, and make sure the microphone is turned on. One inch is the length of the first joint of your thumb. It's very, very short. You can pull the microphone toward you, so you don't have to lean over and hurt yourself bending over the desk.

Go ahead, sir. One more time.

MR. WATTERS: Andrew Watters, plaintiff, and pro per, Your Honor.

THE COURT: Thank you very much.

MR. LIU: Good morning, Your Honor. Zheng Liu, counsel for the defendant.

MS. ARMENTA: Good morning, Your Honor. Cris

1 Armenta for both the plaintiff -- or the defendant Cannon
2 and also 6x7 Networks.

3 THE COURT: I will go over those appearances in
4 just a moment. Is Ms. Cannon here?

5 MS. ARMENTA: She is, Your Honor. She is in the
6 hall. Would you like her in the courtroom now?

7 THE COURT: This is her trial, don't you think
8 she should be here?

9 MS. ARMENTA: Yes. I just thought we could go
10 over some preliminary housekeeping issues, but I'm happy
11 to make sure she's in the courtroom.

12 THE COURT: I mean, it's totally up to her. I
13 don't care -- she's going to be called as a witness,
14 obviously.

15 MR. LIU: I will get her, Your Honor.

16 THE COURT: If she is just to remain in the
17 hallway, I don't care one way or another.

18 MS. ARMENTA: That's fine, we will retrieve her.
19 (Plaintiff now present in courtroom.)

20 THE COURT: With respect to the attorneys
21 involved in this case, I have two copies of an appearance
22 by -- I guess, is it Ms. Armenta?

23 MS. ARMENTA: Yes, Your Honor.

24 THE COURT: So, the first one I have is -- it's
25 got no handwriting on it. It is just signed, and it says

1 that you are appearing for Benjamin P.D. Cannon. That is
2 one that I have. It has an original signature on it.

3 Then I've got another one handed to me this
4 morning, which has been -- the Benjamin P.D. Cannon name
5 has been crossed and it says 6x7 Networks LLC. Who are
6 you representing?

7 MS. ARMENTA: Along with Mr. Liu, I am
8 representing Lady Benjamin Cannon. In addition, I am
9 representing the LLC, 6x7 Networks.

10 THE COURT: Okay.

11 MS. ARMENTA: We would have done a substitution,
12 but, as I understand it, the former attorney is suspended,
13 so I don't how he could sign it, so I did a Notice of
14 Appearance instead.

15 THE COURT: I just want to make sure the record
16 is clear. Both attorneys who are sitting at counsel
17 table, on the defense side, are representing both
18 defendants, right?

19 MS. ARMENTA: No. Mr. Liu, I think, only
20 represents Ms. Cannon.

21 MR. LIU: There is a document --

22 (Remarks outside the record.)

23 MR. LIU: Both defendants, Your Honor.

24 THE COURT: Both attorneys at the defense table
25 are representing both defendants, is that correct?

1 MR. LIU: That's right, Your Honor.

2 THE COURT: Great. Thank you.

3 I have a motion to exclude exhibits not timely
4 disclosed. Mr. Watters, have you had a chance to look at
5 that?

6 MR. WATTERS: Yes, Your Honor. I'm prepared to
7 argue that, as well.

8 THE COURT: Why don't you tell me what your
9 authorities are about that.

10 MR. WATTERS: As the Court may recall, I
11 personally handed over the packet of exhibits to
12 defendants' counsel and defendants the last time, which I
13 observed defendant and her counsel reviewing during the
14 proceedings.

15 Defendant was free to retain the exhibits, but
16 chose not to do so and returned them back to me. Many of
17 the exhibits or materials in defendants' possession were
18 generated by defendants. In other words, they are well
19 aware of all the documents that I already exchanged in the
20 last court appearance, thereby satisfying the pretrial
21 order.

22 THE COURT: Do you have another set for them
23 today?

24 MR. WATTERS: I just handed it over a few minutes
25 ago, Your Honor.

1 THE COURT: Any comments from the defendants on
2 that issue?

3 MS. ARMENTA: Yes, Your Honor. First of all, the
4 Court's pretrial order postdates that apparent last trial
5 that didn't go forward, so I assumed what it meant was to
6 exchange exhibits for this trial, exhibit lists for this
7 trial.

8 Certainly, since it was just made of record
9 today, I can't speak factually as to what occurred at the
10 last hearing, and I think Mr. Liu can speak to that.

11 MR. LIU: Yes, Your Honor. As an officer of the
12 Court, I can represent to the Court that the last time,
13 Mr. Watters, he gave me a copy, because he said he had
14 only one copy the last time, because he thought it was a
15 default prove-up here. So, he brought only one copy. He
16 gave it to me for me to look at for, like, maybe ten to 15
17 minutes.

18 But, as the Court may recall, the hearing was,
19 sort of -- a jury last time for today's trial. Therefore,
20 after the conclusion of the last hearing, Mr. Watters took
21 the exhibit back. Then after the hearing, the Court
22 issued an order mandating that the parties, both parties
23 exchange their exhibits by, I think, March 30, 2023.

24 Mr. Watters, he sent me an email, asking for Ms.
25 Cannon's address, and then he had my address, because I

1 filed a notice of limited scope, but Mr. Watters never
2 exchanged any exhibits.

3 MR. WATTERS: May I comment and reply, Your
4 Honor?

5 THE COURT: Briefly, yes.

6 MR. WATTERS: I dispute Mr. Liu's version of the
7 facts. The last time I handed a late edition, which was
8 Exhibit 16, and I said I needed this back, because I had
9 only one copy of this. However, they were free to retain
10 the rest of the exhibit binder, which they chose not to do
11 so.

12 THE COURT: The motion is denied. The defense
13 had notice of all the documents. I think what we have
14 here is perhaps a misunderstanding, but they have a copy
15 now and they had a copy then. They saw what they were.
16 There is not a lot of documents involved, so I don't think
17 there's any prejudice.

18 If the parties would like to make opening
19 statements, they may. They certainly don't have to.

20 But I will turn first to Mr. Watters, as the
21 plaintiff in this case. Do you want to make an opening
22 statement or go directly to your testimony?

23 MR. WATTERS: I do, Your Honor. I also have a
24 pretrial matter, an oral motion in limine to preclude
25 witnesses whose contact information was not provided to

1 me.

2 THE COURT: To what?

3 MR. WATTERS: To exclude witnesses whose contact
4 information was not provided to me on request.

5 THE COURT: What is the statute that would allow
6 me to preclude those witnesses?

7 MR. WATTERS: It's just a motion in limine, Your
8 Honor. You ordered, in your pretrial order to disclose
9 witness lists. I received a list of names of witnesses
10 only from Mr. Liu, but not addresses or contact
11 information, so I have no way to find out what they might
12 say.

13 THE COURT: I'm looking at the -- you are
14 referring to something, other than the pretrial order?

15 MR. WATTERS: I believe I was referring to the
16 pretrial order, Your Honor.

17 THE COURT: I'm reading it now.

18 Any other witnesses must be the subject of
19 written notice to the other side. Did you get such a
20 notice?

21 MR. WATTERS: I received names only, Your Honor,
22 and I requested contact information, but was not responded
23 to.

24 THE COURT: Well, that's not a violation of the
25 order, so the motion is denied.

1 MR. LIU: Thank you, Your Honor.

2 MR. WATTERS: May I proceed with an opening
3 statement, Your Honor?

4 THE COURT: Please.

5 OPENING STATEMENT ON BEHALF OF THE PLAINTIFF

6 MR. WATTERS: Your Honor, I will present a case
7 of fraud, breach of contract, wage theft, and declaratory
8 relief arising out of my now five-year saga with the
9 defendants.

10 There are essentially four issues: One, the data
11 center colocation space.

12 Two, the undelivered fiber Internet at my office.

13 Three, unpaid wages from my month and a half as
14 chief legal officer of the LLC and nonmonetary relief.

15 On plaintiff's side you will hear from two
16 witnesses; myself, as well as defendant, Lady Benjamin
17 Cannon, on her own behalf, as well as her company, 6x7
18 Networks LLC.

19 The evidence will show the following key facts.
20 On the issue of data center colocation space, in April
21 2018, Lady Cannon offered colocation space on Craigslist,
22 and what she represented was a data center with desirable
23 features.

24 (Court reporter requests clarification of the
25 record.)

1 MR. WATTERS: I responded to her Craigslist ad
2 and inquired about the data center.

3 Lady Cannon sent me product literature and other
4 representations confirming that she had a data center with
5 certain features that were desirable and that I wanted.

6 The 6x7 Networks website had photography that
7 represented the data center as being a first-class or
8 premier facility. Lady Cannon did not provide photos of
9 her own facility, so I was relying on the website for an
10 indication of what was there.

11 In early 2019, we signed a contract for
12 colocation space in Lady Cannon's San Mateo facility,
13 which was desirable, because San Mateo is my hometown, and
14 it would have been very convenient for me.

15 The essential terms of the contract were that
16 defendants would furnish colocation's space in their data
17 center with the representative features, including, but
18 not limited to, redundant 10 gigabit connectivity,
19 redundant A&B power with a backup generator, 24x7x365
20 security and access, and other features.

21 It turns out that the data center did not exist
22 at the time the space was being sold to me. The data
23 center did not have any of the represented features. It
24 was not an actual data center. It was powered by an
25 illegal power tap that bypassed the PG&E meter.

1 The Internet service was provided by Cogent, a
2 well-known public Internet provider, and not by
3 defendants, and the defendants were subject to unlawful
4 detainer proceedings, because they were in default on
5 their lease, which was for only three years, instead of
6 the five-year term of my contract. As such, the
7 defendants had no ability to perform the contract they
8 agreed to at the time it was entered.

9 Also, the facility, even when completed, never
10 had the represented features. The defendants also moved
11 me to their San Francisco facility from the San Mateo
12 facility based on untrue excuses.

13 On the issue of undelivered fiber Internet, the
14 evidence will show Lady Cannon offered me fiber Internet
15 service with a backup microwave antenna at my office for
16 \$5,000 upfront for installation, plus \$500 per month. I
17 signed the contract and paid the \$5,000.

18 Lady Cannon never delivered the fiber, even
19 though I ended up giving her seven months to do so. Lady
20 Cannon instructed me to not follow up with the City of San
21 Mateo, which I had offered to do in order to facilitate
22 the project.

23 I subsequently went with AT&T for this service,
24 which had my fiber installed within ten days of placing
25 the order. Lady Cannon never refunded my \$5,000.

1 On the issue of unpaid wages, Lady Cannon and I
2 agreed that I would work as the company's chief legal
3 officer at a rate of \$250,000 per year, with half of that
4 amount deferred until the company met certain performance
5 metrics. The effective rate was \$125,000 per year for
6 part-time work. I worked as chief legal officer for 42
7 days, for which \$14,400 is due.

8 Following Lady Cannon's -- some personal health
9 challenges in June or July of 2020, during which she was
10 absent from the company, out of contact, I resigned. I
11 removed all my equipment from the facility, and I gave
12 notice of rescission of all my contracts with her. I was
13 never paid for my work, nor the work of my administrative
14 support personnel.

15 On the issue of nonmonetary relief, the evidence
16 will show Lady Cannon and I were joint venturers on an
17 innovative online platform called VirtuaScribe.

18 The intent was to provide an oncall expert
19 database of subject matter experts with a click to
20 book-type ordering system to answer urgent questions from
21 the public in return for compensation.

22 Lady Cannon never met the terms of the agreement,
23 never contributed anything to the venture, and never paid
24 for any expenses. I did everything, and I seek a decree
25 recognizing that.

1 Secondly, Lady Cannon and I had a contract
2 whereby I would sell 6x7 services to the public, neither
3 party gave anything of value to the other, and this
4 contract should also be rescinded.

5 The evidence will establish fraud in the form of
6 intentional misrepresentation, as well as false promises.
7 This malice, oppression, or fraud will substantiate a
8 punitive damages phase of the trial against the individual
9 defendant, as well as the LLC pursuant to Civil Code
10 Section 3294.

11 I compute my damages as follows:

12 One, special damages of \$118,250, which consists
13 of \$84,000 as the benefit of my bargaining with the
14 defendants on the colocation space. This represents the
15 delta of \$1,400 per month, between the \$800 per month that
16 I was paying defendants and a \$2,200 per month that I had
17 to pay for replacement services over the five-year term of
18 the contract with defendants, the benefit of the bargain.

19 \$6,250 for the undelivered fiber Internet, which
20 is a refund of my \$5,000, plus \$1,250 interest at 10
21 percent for 30 months.

22 \$28,000 for wages, waiting time penalties, and
23 interests.

24 General damages at \$20,000 reflecting the fact
25 that I did not suffer severely from this saga, but I still

1 suffered embarrassment and general distress from being the
2 victim of fraud.

3 Attorney's fees according to proof following the
4 trial and punitive damages according to proof in the
5 second phase, if we reach a second phase of trial.

6 On the nonmonetary relief, I seek a decree
7 rescinding all my contracts with the defendants and
8 restoring me to my original position, plus a permanent
9 injunction taking the 6x7 website offline on the
10 nonmonetary relief --

11 (Court reporter requests clarification of the
12 record.)

13 MR. WATTERS: -- due to its false advertising.

14 THE COURT: Thank you.

15 Would the defense like to make an opening now or
16 reserve until your case? How would you like to handle it?

17 MS. ARMENTA: We will reserve, Your Honor.

18 THE COURT: You will reserve?

19 MS. ARMENTA: Yes.

20 THE COURT: Thank you. If you will call your
21 first witness, and if you want to testify from the desk,
22 it's probably more convenient for you to testify there.
23 Are you the first witness?

24 MR. WATTERS: Pursuant to Evidence Code 776, I
25 call defendant Lady Benjamin Cannon, Your Honor.

1 A. Yes.

2 Q. When did you obtain that decree?

3 A. I don't recall.

4 Q. Was it after August 26, 2020?

5 A. I don't know.

6 Q. Do you have a best estimate for when you obtained
7 a decree changing your name?

8 A. No.

9 Q. Is it fair to say that as of June, July, August
10 of 2020, you were still going by Benjamin P.D. Cannon, is
11 that correct?

12 A. I don't think so.

13 Q. In any case, you also go by the name of Lady
14 Benjamin Cannon of Glencoe, correct?

15 MS. ARMENTA: Objection. Relevance.

16 THE COURT: Lady Cannon of...?

17 MR. WATTERS: Glencoe, G-L-E-N-C-O-E.

18 THE COURT: The objection is what?

19 MS. ARMENTA: Relevancy.

20 THE COURT: Overruled. Go ahead.

21 THE WITNESS: I am the Lady of Glencoe in
22 Scotland.

23 BY MR. WATTERS:

24 Q. Is that some type of royal title?

25 A. Yes.

1 Q. How did you obtain your royal title?

2 A. From Scotland.

3 Q. Is this the kind of thing where you purchase a
4 plot of land in Scotland and you are accorded the title,
5 is that correct?

6 A. I believe so.

7 Q. In other words, not a hereditary title?

8 A. I don't know.

9 Q. In any case, let's talk about your personal
10 history, starting with education.

11 What is the highest level of education you have
12 achieved?

13 A. I'm not sure how to answer that.

14 Q. What about my question don't you understand?

15 A. What you are asking?

16 THE COURT: Speak right into the microphone,
17 ma'am.

18 THE WITNESS: Sorry, Your Honor.

19 I don't understand what you're asking.

20 THE COURT: Did you go to any schools, colleges,
21 universities?

22 THE WITNESS: I took some classes at Sonoma State
23 and Caltech, but I never graduated from any.

24 BY MR. WATTERS:

25 Q. Did you graduate from high school?

1 A. Yes.

2 Q. What was your graduation year from high school?

3 A. Oh, boy. '99 or '98. I think it's '98.

4 Q. In terms of your history since high school, can
5 you give the Court an explanation of your professional
6 experience since graduating high school?

7 A. I have about a five-page biography.

8 Q. Can you give the Court a nutshell version of
9 that?

10 A. I could try.

11 Q. Please, go ahead.

12 A. Well, I have been a general engineering
13 contractor. I have been a general contractor. I have a
14 C-20 HVAC license. I'm a member of the board of the
15 American Society of Civil Engineers. I'm a member of the
16 IEEE Society, which is the Institute for Electronic and
17 Electrical Engineers.

18 I have been a systems integrator for the
19 Department of Defense for -- good lord...? I have been
20 working in that capacity since I was 18 years old.

21 In the capacity as a Department of Defense
22 contractor, I have in-depth experience with -- in
23 telecommunications and in telecommunications benefits to
24 provide global video coverage of unmanned drone strike
25 aircraft.

1 I took that experience and knowledge and rolled
2 that into my own telecommunications company, which I
3 started in 1994 in my parents' spare bedroom as a dial-up
4 Internet services provider. That dial-up Internet
5 services provider provided service to the Petaluma
6 library.

7 We also provided service to the Petaluma airport
8 -- and my high school, actually growing up.

9 Let's see. That's about all I can remember off
10 the top of my head. There's quite a bit more.

11 Q. When you say general engineering contractor, did
12 you say you had or have a license?

13 A. I still have the license.

14 Q. So, it didn't expire?

15 A. I don't know.

16 Q. You just said you still have a license and then
17 you don't know, which is it?

18 A. My license number is 884900.

19 Q. That expired in 2010, is that correct?

20 A. I'm not sure. I retired from that industry
21 almost a decade ago.

22 Q. So, do you or do you not have an engineering
23 license?

24 A. My license number is 884900. I don't know the
25 status.

1 Q. Your license is, in fact, suspended, because you
2 have unpaid judgments against you, is that true?

3 A. No.

4 Q. You are not aware of any judgments against your
5 license or you?

6 MS. ARMENTA: Objection. Relevance.

7 THE COURT: Could you speak into the microphone.

8 MS. ARMENTA: Sorry. Objection. Relevance.

9 THE COURT: Overruled.

10 THE WITNESS: I'm sorry?

11 THE COURT: The question is whether you believe
12 you have any unpaid judgments against you?

13 THE WITNESS: I'm not sure.

14 THE COURT: Okay.

15 BY MR. WATTERS:

16 Q. So, you don't know one way or the other whether
17 your contractor's license is suspended because of unpaid
18 judgments?

19 A. I don't think I can answer that question phrased
20 that way. I think it implies something. I'm not sure.

21 THE COURT: Just make sure you are keeping your
22 voice up.

23 THE WITNESS: Oh, sorry, Your Honor.

24 THE COURT: You can't answer --

25 THE WITNESS: I can't answer that question,

1 because I don't understand it.

2 BY MR. WATTERS:

3 Q. You mentioned that you are a member of the
4 ASCE?

5 A. That's correct.

6 Q. What does that stand for?

7 A. American Society of Civil Engineers. It's a
8 prominent engineering organization.

9 Q. You said you're on the board of that
10 organization?

11 A. No. I'm a member of that organization as elected
12 by the board.

13 Q. Which one did you say you were a board member of,
14 which organization?

15 A. I was elected by the board of the ASCE. I am a
16 member.

17 Q. The IEEE Society, you are a member of that?

18 A. That's correct.

19 Q. In terms of your systems integration experience
20 with the Department of Defense, can you give the Court a
21 rundown of that without going into any classified
22 information?

23 A. No.

24 Q. Have ever held a security clearance?

25 A. I'm not at liberty to answer that question.

1 Q. Why not?

2 A. Reasons of national security.

3 Q. Do you believe there would be exceptionally grave
4 damage to national security if you were to reveal whether
5 or not you have a security clearance?

6 A. I'm not going to answer your question, sir.

7 MR. WATTERS: Your Honor, may I have her answer
8 my question?

9 THE COURT: Let's proceed. I'm not going to
10 instruct on this. It is not sufficiently close to the
11 issues that we have to deal with today.

12 MR. WATTERS: Yes, Your Honor.

13 Q. In any case, you mentioned that the experience
14 you gained while at the Department of Defense as a
15 contractor you rolled that into your own telecom company,
16 is that a fair statement?

17 A. Yes.

18 Q. When did you start the business currently owned
19 by 6x7 Networks?

20 A. In 1994.

21 Q. So, you were doing business continuously in 1994
22 up until the present time?

23 A. If that's a legal question, I'm not sure how to
24 answer it.

25 THE COURT: Just take it as a lay question.

1 THE WITNESS: As a lay question, yes.

2 BY MR. WATTERS:

3 Q. Have there been predecessor entities before 6x7
4 Networks LLC?

5 A. Yes.

6 Q. What other predecessor entities have there
7 been?

8 A. There is quite a few. I don't recall all of
9 them.

10 Q. Which ones do you recall?

11 A. CD Global Networks and Cartesian Systems.

12 Q. What were the time periods involved in those
13 entities?

14 A. I don't recall. It's a long time ago.

15 Q. When did you form 6x7 Networks LLC?

16 A. I would say -- and I don't have the best
17 recollection of this, so I would be guessing. I would
18 guess it would have been after 2017. After 2017.

19 Q. In terms -- let's step back to your personal
20 history for a moment. Do you have any felony
21 convictions?

22 A. No.

23 Q. Are you currently wanted anywhere?

24 A. No.

25 Q. Are you not aware of a bench warrant that is

1 pending for you in Sonoma County?

2 A. I have no knowledge of what you're speaking of.

3 Q. Are you aware of the proceedings in the criminal
4 court of Sonoma County on the environmental charges
5 against you?

6 A. No, I don't believe there are any.

7 Q. Let's continue back with the history of the 6x7
8 Networks. So, you indicated that from 1994 to the present
9 you have been doing business continuously in the telecom
10 field, is that a fair statement?

11 A. Can you ask that question again.

12 Q. You had said since 1994, you have been in
13 business, in the telecom business, is that a fair
14 statement?

15 A. I would say so.

16 Q. So, you started 6x7 in 2018 or 2017,
17 thereabouts?

18 A. I'm sorry, is that a question?

19 Q. Yes.

20 A. Could you repeat the question?

21 Q. Do you know when you started 6x7 or is your best
22 estimate 2017 or after?

23 A. Like I said, it's 2017 or after.

24 Q. At what point --

25 THE WITNESS: Your Honor, am I doing this right?

1 THE COURT: I'm sorry?

2 THE WITNESS: Am I doing this right?

3 THE COURT: All you have to do is speak into the
4 microphone; that is all you need to do.

5 THE WITNESS: Thank you, Your Honor.

6 BY MR. WATTERS:

7 Q. When did 6x7 Networks start offering colocation
8 space?

9 A. I don't recall.

10 Q. Was it sometime before or after you formed the
11 entity in or about 2017?

12 A. I have no idea, to be honest with you. I don't
13 recall.

14 Q. Sometime between 1994 and 2018, does that sound
15 accurate?

16 A. I don't recall.

17 Q. You don't recall at any -- strike that.

18 What is your best estimate of when 6x7 or the
19 predecessor entities started offering colocation space?

20 A. Oh, well, that's a very different question. The
21 answer to that question would be 1994.

22 Q. That's when you started with the dial-up Internet
23 service provider, right?

24 A. That's when we began offering colocation
25 services.

1 Q. That was around the time you started with the
2 dial-up Internet Services for your high school?

3 A. The dial-up Internet services provider was not
4 for my high school.

5 Q. In any case, you are indicating that in 1994 you
6 started offering colocation space, is that fair?

7 A. Yes.

8 Q. At any point, between 1994 and 2018, did you ever
9 have your own data center?

10 A. Can you restate the dates.

11 Q. Between 1994 and 2018, did you ever have your own
12 data center?

13 A. Can you describe the term "have your own data
14 center to me"? I can't answer the question, it's too
15 ambiguous.

16 Q. Did you own or operate your own data center at
17 any point between 1994 and 2018?

18 A. We leased the data center space.

19 Q. How many facilities did you have between 1994 and
20 2018?

21 A. A handful.

22 Q. When you say a handful, how many is that?

23 A. Six to 12.

24 Q. Just to clarify, these are data centers that you
25 leased, is that accurate?

1 A. Yes.

2 Q. When I say "leased," I mean, you leased it from
3 the property owner? Is that how you answered the question
4 or is there any other meaning for lease?

5 A. I don't think I understand your question.

6 Q. So, you had six to 12 data centers that you
7 leased sometime between 1994 and 2018, is that fair?

8 A. We leased square footage in data centers.

9 Q. What was the total amount of square footage that
10 you leased that you operated?

11 A. That changed throughout the years.

12 Q. What is the starting figure?

13 A. I don't recall.

14 Q. What is the most square footage you ever leased
15 as a data center?

16 A. I would have to calculate that, but I could give
17 you an estimate; approximately, 40,000 square feet.

18 Q. And this 40,000 square feet is spread across six
19 to 12 data centers, is that accurate?

20 A. No.

21 Q. Let's put it this way: What is the largest
22 individual facility in terms of square footage that you
23 leased as a data center?

24 A. I'd estimate it at 22,000.

25 Q. Let's talk about the data center offering in this

1 case. First of all, will you agree with me that you
2 offered colocation space on Craigslist in the April 2018
3 time frame?

4 A. No.

5 Q. What didn't I say accurately?

6 A. I'm not sure how to answer your question.

7 Q. Did you offer data center space in the April 2018
8 time frame?

9 A. Yes.

10 Q. Did you post on Craigslist inviting people to
11 rent space in your data center?

12 A. No.

13 MR. WATTERS: May I approach with the exhibit
14 binder, Your Honor?

15 THE COURT: Please. Thank you.

16 MR. WATTERS: Also, I would like to mention, I
17 would like to serve a process in an unrelated case, and
18 I'd like to hand her the papers at the same time, is that
19 okay?

20 THE COURT: I'm sorry?

21 MR. WATTERS: I'd like to serve Ms. Cannon with
22 process.

23 THE COURT: No, not in the middle of her
24 examination.

25 MR. WATTERS: I will just have a binder then.

1 THE COURT: You have a copy for me or is it the
2 same binder that I have?

3 MR. WATTERS: The same binder.

4 THE COURT: Thank you, sir.

5 These are the original exhibits for the trial
6 purposes?

7 MR. WATTERS: Yes, Your Honor.

8 THE COURT: Thank you.

9 BY MR. WATTERS:

10 Q. Please turn to Tab 3 in the binder in front of
11 you, Ms. Lady Cannon.

12 THE COURT: When you say Tab 3 or -4 or -5, as
13 you go through this, is Tab 3 going to become Exhibit 3?

14 MR. WATTERS: Yes, Your Honor.

15 THE COURT: Thank you.

16 (Plaintiff's Exhibit No. 3 marked for
17 identification.)

18 BY MR. WATTERS:

19 Q. Are you there?

20 A. (Nodding.)

21 THE COURT: Say "Yes" in the microphone.

22 THE WITNESS: Yes.

23 BY MR. WATTERS:

24 Q. Would you agree with me this is a Craigslist
25 email from you in response to my inquiry about data center

1 space?

2 A. This looks forged.

3 Q. Why does it look forged?

4 A. It has different fonts.

5 Q. You don't recall copying and pasting that from
6 some other application?

7 A. No.

8 Q. You are referring to the data center features
9 list?

10 A. The entire document appears to be forged.

11 Q. Why is that, ma'am?

12 A. The different fonts and different texts.

13 Q. So, you are claiming you have never seen this
14 before, is that accurate?

15 A. I'm saying it looks forged.

16 Q. Your sole basis for that is the difference in
17 fonts in the email?

18 A. Yes.

19 Q. Any other reason?

20 A. I haven't reviewed it in detail, so not at this
21 time.

22 Q. Go take a few minutes to review it and let me
23 know why else you think it's forged.

24 A. (Witness reviewing Exhibit 3.)

25 The dollar sign in front of "as quoted" is

1 strange.

2 THE COURT: The dollar sign in front of what?

3 THE WITNESS: There is a line about two-thirds of
4 the way down the page, Your Honor, 10x10, wire cage,
5 dollar sign as quoted.

6 THE COURT: Right after the words "Cross
7 Connects"?

8 THE WITNESS: Right after "cage pricing." I
9 don't recognize it as a document I drafted. I wouldn't
10 have put a dollar sign there. I don't speak that way.

11 BY MR. WATTERS:

12 Q. Are you finished reviewing the document?

13 A. Yes.

14 Q. Is it possible someone working on your behalf put
15 together the different font sections?

16 A. It's possible.

17 Q. In any case, would you at least agree that I
18 inquired about colocation services through your Craigslist
19 post?

20 A. This looks like you answering the sales ad for
21 finding me colocation clients for the subject on the top.

22 As to the content of it, I can't comment on it
23 one way or another, and I can't attest to its
24 authenticity.

25 Q. Would you agree that I inquired about your

1 finding data center colo clients posts, and then you
2 responded to me, would you agree with that?

3 A. I don't think I'm prepared to read anything based
4 on this document.

5 (Cell phone interruption.)

6 THE COURT: Are you recording the proceedings?

7 MR. LIU: No, I think that's Siri.

8 THE COURT: Let's turn off our cell phones.

9 (Discussion off the record.)

10 THE COURT: I appreciate your turning off your
11 phones. Thank you.

12 MR. WATTERS: Yes, Your Honor.

13 THE COURT: So, why don't you go ahead and repeat
14 your question. You may want to ask whether, aside from
15 this document, she remembers something or another, if
16 that's what you're getting at?

17 MR. WATTERS: That's what I was getting at, Your
18 Honor.

19 Q. Aside from what's on the document, is there any
20 other reason you believe this document to be forged?

21 A. I can't comment to the authenticity of this
22 document.

23 Q. You said you believed it was forged, so is there
24 any other reason besides what you've already told us?

25 A. I can't rule anything out.

1 Q. What do you mean you can't rule anything out?

2 A. There could be other reasons it appears to be
3 forged.

4 THE COURT: Are there any other reasons that
5 appear to you now?

6 THE WITNESS: Not immediately apparent to me now,
7 Your Honor.

8 BY MR. WATTERS:

9 Q. In any event, will you agree that you posted on
10 Craigslist a post entitled: Find me data center Colo
11 clients?

12 A. I do recall making a post of that subject, yes.

13 Q. I responded to your post with the email that is
14 at the bottom of Exhibit 3, is that accurate?

15 A. I'm not sure.

16 Q. Why aren't you sure?

17 A. Because I'm not sure if this email is a forgery
18 or not.

19 Q. You suspect that it's a forgery, because I
20 produced it or is there some other reason?

21 THE COURT: I think she's answered that.

22 MR. WATTERS: Yes, Your Honor.

23 BY MR. WATTERS:

24 Q. Okay. So, you did post on Craigslist concerning
25 colocation?

1 A. I posted looking for salespeople and you
2 responded to my salespeople ad.

3 Q. In any case, I said that I needed colocation
4 services in an email and you then responded with a list of
5 features, is that accurate?

6 A. I don't recall.

7 Q. Could you turn to Exhibit 4 in the binder in
8 front of you.

9 Would you agree that you attached this to an
10 email to me in which you provided the indicated features
11 as features of your data center?

12 A. This does look like a document that we may have
13 drafted, but there appear to be adulterations on the
14 document.

15 (Plaintiff's Exhibit No. 4 marked for
16 identification.)

17 BY MR. WATTERS:

18 Q. You are referring to the PDF --

19 A. I can't attest to its authenticity.

20 Q. You are referring to the PDF comments on there?

21 A. I'm not sure what I'm looking at.

22 Q. In any case, will you agree that after I inquired
23 about colocation services, you sent me a features list,
24 whether it is this specific one or not?

25 A. We told you it was a start-up and we told you

1 what we were going to build. You wanted to come
2 onboard.

3 Q. That wasn't my question. Did you share the
4 features of the data center features before I signed the
5 contract?

6 A. Yes.

7 Q. As features were, what is depicted in Exhibit 4,
8 correct?

9 A. I don't know about that one. Again, I can't
10 attest to the authenticity of this document, but the
11 features are in the ballpark of what we were designing at
12 the time of what we built.

13 Q. When you say --

14 A. I'm not sure I can help you further.

15 Q. When you say "designing at the time," what are
16 you referring to?

17 A. Well, as you recall, we were building a data
18 center, and you wanted to come onboard and sell the
19 colocation services to others, and we had specs for the
20 data center and these are the specs.

21 Q. You are telling me --

22 A. These are the specs of the data center that you
23 toured before you installed your equipment in it.

24 Q. Your memory of it is that I toured the data
25 center before I had installed the equipment?

1 A. Yes, you did.

2 Q. When did I do that?

3 A. A week before you installed your equipment.

4 MR. WATTERS: Just a moment, Your Honor. I'm
5 making some notes.

6 Q. So, you are telling the Court that I reached out
7 offering to act as your sales representative as my initial
8 inquiry?

9 MS. ARMENTA: Objection. Misstates the
10 testimony.

11 THE WITNESS: I don't understand.

12 MR. WATTERS: There was an objection, Your Honor.

13 MS. ARMENTA: Objection. Misstates the
14 testimony.

15 THE COURT: It doesn't matter. It's just a
16 question. She can answer any way she wishes.

17 THE WITNESS: Can you repeat the question?

18 BY MR. WATTERS:

19 Q. So, you are telling the Court that my initial
20 inquiry to you was offering to sell your services?

21 A. You responded to our sales ad.

22 Q. From that you infer that my intent was to sell
23 your services rather than what I indicated in the email,
24 is that accurate?

25 A. Mr. Watters, I don't make inferences as to your

1 intentions.

2 Q. How do you make inferences then?

3 THE COURT: Counsel, let's just get back to the
4 issue.

5 MR. WATTERS: Yes, Your Honor.

6 Q. Turn back to Exhibit 3, please. Do you see at
7 the bottom where my email says: Hi, I need colocation
8 services, do you see that?

9 A. I see that text at the bottom of this page.

10 Q. There is --

11 A. I don't know if this is an email or not.

12 Q. In any case, there is no mention of an offering
13 to act on your behalf or sell your services in this email,
14 is that accurate?

15 A. This text looks like you are soliciting
16 colocation services from us -- looking to get at least one
17 cabinet? Where is the facility? What kind of
18 connectivity? Website rates? "Hi, I need colocation
19 services," looks like you came to us.

20 THE COURT: You can stop reading it. We have all
21 got the document.

22 What is the question?

23 BY MR. WATTERS:

24 Q. Where did I say I wanted to be your sales
25 representative?

1 A. I don't recall stating that you did. I'm
2 confused. I'm sorry. Can you help me out?

3 Q. I thought I heard you say that I was offering to
4 act --

5 THE COURT: Counsel --

6 MR. WATTERS: Yes, Your Honor.

7 THE COURT: We want to just focus, if we can. If
8 you want to ask her -- let me see if I can help.

9 Do you recall when you first heard that he wanted
10 to be your salesperson?

11 THE WITNESS: He wanted to be my salesperson
12 pretty much right from the get-go, as I recall.

13 THE COURT: Was that through email, telephone
14 call, or in person?

15 THE WITNESS: All of the above.

16 THE COURT: I hand it back over to counsel.

17 MR. WATTERS: Yes, Your Honor.

18 Q. So, you are still on Exhibit 3?

19 A. Yes.

20 Q. In terms of the data center feature list, at the
21 time of April 7, 2018, did you have a data center that had
22 these features?

23 A. We had a data center that either had these
24 features or had the features under construction.

25 Q. Which of the features did the data center have

1 versus what was under construction?

2 A. Are you asking me about the features that the
3 data center had or are you asking me about this list? I
4 don't know what -- this is kind of a moving target. I
5 don't understand your question, I suppose. I'm sorry for
6 rambling.

7 Q. Take this list, please, and take a look at what
8 -- and indicate what features your data center had at this
9 time, April 2018?

10 A. Well, we had diverse fiber carriers and fiber
11 entry. We have on-site staff, guards, and remote hands.
12 We provided 24x7 access. I mean, a cursory review here,
13 it says that we have everything in this document, and much
14 of it is a price list.

15 Q. Does it confirm that was in April 2018, you had a
16 data center with all these features, is that what you are
17 saying?

18 A. I don't recall as to any particular date. As you
19 know, we were building a start-up company together, Mr.
20 Watters.

21 Q. I'm sorry. You said together, what do you mean
22 by that?

23 A. You signed a contract to build this company with
24 me, Mr. Watters. You were my general counsel. You were
25 my business partner.

1 Q. You are saying I was your business partner at 6x7
2 Networks LLC?

3 A. Yes.

4 Q. What were the dates?

5 A. The dates on the left.

6 Q. The dates of the partnership that you just
7 referred to?

8 A. They are on the contract.

9 Q. Please, go ahead and turn to Exhibit 8.
10 (Plaintiff's Exhibit No. 8 marked for
11 identification.)

12 BY MR. WATTERS:

13 Q. Go ahead and take a moment to review this one and
14 make sure that it's not forged.

15 A. I am unprepared to make a forgery determination
16 on the bench.

17 Q. Just familiarize yourself with the document and
18 we'll go from there.

19 Will you agree with me that on June 2nd, 2020, I
20 wrote to you with a proposal for how we might work
21 together?

22 A. I recall you emailing me a proposal of how we
23 might work together. I don't recall any dates or the
24 contents of it.

25 It's beyond a cursory understanding that you were

1 going to be general counsel, and you were going to take a
2 deferment on your billing until we -- for the first month
3 or two, and then you quit before we owed you any money --
4 or we fired you.

5 Q. Which is it, did you fire me or did I quit?

6 A. Actually, I don't recall -- I think I fired
7 you.

8 Q. What were the reasons for my termination?

9 A. You were going through one of your bipolar
10 episodes and accusing me of running a fake telecom
11 company, being a fake woman. I think you were manic, but
12 I'm not certain.

13 Q. Did you ever write me an email terminating my
14 employment?

15 A. I believe I did.

16 Q. So, just to be clear, you are saying that because
17 of my personal health condition you fired me?

18 A. No. I was saying because you were abusive to me,
19 and you didn't do your job and you were causing
20 problems.

21 Q. What problems was that?

22 A. And you breached your contracts and you accused
23 me of being mentally ill. I think you tried to have me
24 committed to a mental hospital at one point. For all
25 these reasons, I recall saying: Well, Andrew, we're not

1 going to work together.

2 Q. You think you documented that in an email
3 somewhere?

4 A. I vaguely recall it, yes.

5 Q. You sure you just didn't tell me on the phone or
6 otherwise?

7 A. I'm pretty sure I sent you an email. I'm not
8 certain though. I'm pretty sure.

9 Q. What was the end date of my employment with
10 you?

11 A. I'm not prepared to say you were ever employed by
12 me.

13 Q. You said I was a business partner with you,
14 that's what you said, right?

15 A. That's what you promised.

16 Q. When did I ever promise to be your business
17 partner?

18 A. When you signed the channel partner agreement,
19 when you signed the nondisclosure agreement, when you
20 signed the -- what do you call it...? the chief legal
21 officer agreement. When you said: Lady Benjamin, I will
22 help you build this company. When you said to me: Lady
23 Benjamin, I really believe in what you have built here. I
24 have seen what you've built. I'm impressed by it. I want
25 to be part of it. I want to go drum up investment money

1 for you with my customers. Just give me all your signed
2 contracts, and all your confidential information, and all
3 the information on all your customers, and I will go
4 solicit fundraising out of them.

5 But, instead, you called all them up and told
6 them I'm a fake woman, running a fake telecom company, and
7 they should breach their contracts with me. That's what I
8 recall.

9 Q. Do you have any evidence of that or is that just
10 your belief?

11 A. Well, I have evidence of this, Mr. Watters,
12 because this is what happened.

13 Q. What evidence do you have that I contacted your
14 customers and told them about your transition and other
15 issues that you just raised?

16 A. You know, the email does. They called us.

17 Q. That's a start. Which customer emails are you
18 claiming that I tried to interfere with their contracts?

19 A. With all due respect, Mr. Watters, I think you
20 already have that information, because you called them.

21 Q. Do you have any evidence that I called your
22 customers and tried to interfere with your contracts?

23 THE WITNESS: Your Honor, I think I just answered
24 that question, but maybe not.

25 THE COURT: Well, you said that he has some

1 evidence. He wants to know if you have some evidence.

2 THE WITNESS: Oh, oh, I see. I misunderstood. I
3 apologize.

4 THE COURT: I have to just --

5 THE WITNESS: My lawyer has the evidence.

6 THE COURT: Excuse me. I have to make an
7 editorial comment here, which is that because of the way
8 the witness is answering questions, and she's perfectly
9 free to answer questions as she wishes, we are getting
10 distracted.

11 We are jumping from topic to topic to topic. We
12 are moving all over the place. We've left Exhibit 3. We
13 left Exhibit 8. We are going into a lot of other things.

14 If that's the way you want to handle the
15 examination, just sort of jumping on the last response
16 that the witness makes and sort of taking it from there, I
17 am not going to interfere further.

18 It is the last time I will make this comment, but
19 it is a more -- we don't seem to be focusing on the
20 particular order of issues that we might want to look at.

21 But, you are in charge of your examination, and I
22 will just take it as that, and you can continue.

23 Go ahead, sir.

24 MR. WATTERS: I understand, Your Honor. Just a
25 comment, Your Honor. I think the organization will be

1 coming in my testimony.

2 THE COURT: Not a problem.

3 MR. WATTERS: I'm just trying to clean up all the
4 issues that come up.

5 THE COURT: That's why it's in your hands.

6 MR. WATTERS: Understood, Your Honor.

7 Q. Where were we? Exhibit 8, will you agree with me
8 that I inquired about and proposed how we might work
9 together in this email?

10 A. If you are asking me if this email represents our
11 agreement, I can't say that.

12 Q. Is there any other writing that represents our
13 agreement?

14 A. Probably, yes.

15 Q. What writing would that be?

16 A. The other emails, other contracts, other
17 documents, and so forth.

18 Q. When you say, "I accept," in the top part of this
19 email, do you recall writing that?

20 A. It says: If you want to formalize it more,
21 comment -- that appears to be a typo -- please feel free.
22 I think there are other documents surrounding this.

23 THE COURT: Ma'am --

24 THE WITNESS: I don't even know if that's the
25 original.

1 THE COURT: Ma'am, the best way to get through
2 this is just to answer the question.

3 THE WITNESS: That may be simpler.

4 THE COURT: Where you write: "I accept," did you
5 write that?

6 THE WITNESS: I probably wrote either this or
7 something similar to it. I remember accepting your
8 proposal, in general. I can't say if this was your
9 proposal.

10 BY MR. WATTERS:

11 Q. In summary, the proposal was chief legal officer
12 of 6x7 Networks LLC, is that accurate?

13 A. The proposal was you work as chief legal officer
14 for us for free for a month or two. If we like your
15 services, we're going to bring you on for 250K -- we
16 didn't.

17 Q. That leads us into the termination, which you
18 described earlier, right?

19 A. Is that a question?

20 Q. Yes, it was a question.

21 A. I'm not leading you anywhere.

22 Q. You said you talked about not wanting my services
23 going forward, do you recall saying that?

24 A. Yes.

25 Q. As a result of that, you terminated my

1 employment, is that your recollection?

2 A. I am unprepared to say you were ever employed by
3 me.

4 Q. That's because you believe I was your business
5 partner, is that accurate?

6 A. No. I'm unprepared to say you were ever employed
7 by me for any reason whatsoever.

8 Q. Was I or was I not your business partner?

9 A. You promised to be. I don't know that you ever
10 fulfilled that role.

11 Q. Please turn to Exhibit 9, which is a series of
12 invoices.

13 (Plaintiff's Exhibit No. 9 marked for
14 identification.)

15 BY MR. WATTERS:

16 Q. Do these look familiar?

17 A. These look like invoices that came from our
18 company, but I can't attest as to their authenticity.

19 THE COURT: You can't what?

20 THE WITNESS: I can't attest to their
21 authenticity, but these look like the form of invoices
22 that we sent, and I believe the monthly is correct. You
23 signed a contract for \$800 a month for five years.

24 BY MR. WATTERS:

25 Q. Is there anyone at 6x7 Networks, other than you,

1 who could attest to the authenticity of these documents?

2 A. Probably.

3 Q. Who is that person?

4 A. There is a whole list of people.

5 Q. Who are they?

6 A. Kar Dhillon, Beo Nguyen, Alex Verbeck, Chris
7 Kuiper. Let's see, all of our assistants. I can't even
8 remember their names right now. The entire admin staff.

9 Q. How many people work for 6x7 Networks LLC?

10 A. Could you repeat that? I didn't hear all of your
11 question.

12 Q. How many people work for 6x7 Networks LLC?

13 A. Two.

14 Q. Who else besides you?

15 A. Pascal.

16 Q. So, Kar Dhillon, Beo Nguyen, Alex Verbeck --

17 A. Kar Dhillon quit after you broke into the
18 building and terrorized him.

19 Q. You are saying I broke into your building and
20 terrorized Kar?

21 A. Yes.

22 Q. When did that occur, ma'am?

23 A. November 3rd, 2021, I believe. Is it 2021 or
24 2022? It's November 3rd.

25 Q. Are you referring to the unlawful detainer

1 judgment that was the result of the eviction of 6x7
2 Networks LLC?

3 A. I am referring to you breaking into my home and
4 robbing it.

5 Q. What evidence do you have of that, ma'am?

6 A. I have a video of you in my home robbing it.

7 Q. Are you referring to the --

8 A. I have pictures of you breaking in. It's all on
9 video, Mr. Watters. There are 19 cameras in that
10 building.

11 Q. Are you sure you are not leaving out a few
12 important facts, like the attendance of sheriff deputies
13 and other persons?

14 THE COURT: If you could just do a straight
15 question. For example -- I don't have to give you
16 examples, but it's easier if you just ask a question that
17 could be answered with yes or no or something like that.

18 BY MR. WATTERS:

19 Q. What's your memory of what you saw on the
20 video?

21 A. You, in my home, breaking into it.

22 Q. Anything else or is that it?

23 A. That's the -- that's the upshot.

24 Q. The upshot of the video, what do you mean?

25 A. Upshot is a slang term to describe, like, the

1 essence or the crux of the matter.

2 Q. Do you recall anyone else appearing in the
3 video?

4 A. Yes.

5 Q. Who else was on the video?

6 A. You were high-fiving my transphobic landlord.

7 Q. Anyone else?

8 A. The only people that I recognized were you and my
9 landlord. There were other people.

10 Q. There were some sheriff deputies, correct?

11 A. I don't recall. There may have been.

12 Q. There were some workers who removed your Ring
13 doorbell, right?

14 A. The vandalism, yes.

15 Q. You were on the Ring doorbell talking to the
16 sheriff's deputies about how it was illegal what they were
17 doing, do you recall that?

18 A. Yes, I do.

19 Q. So, you agree with me there were sheriff's
20 deputies present at this event?

21 A. Your use of state power doesn't make it any less
22 of a break-in, sir.

23 Q. In any case, according to you, on November 3,
24 2021, I broke into your home and robbed you, is that what
25 you're telling the Court?

1 A. It sounds like water is ...?

2 THE COURT: Can you answer the question?

3 THE WITNESS: Sorry. Can you repeat the
4 question? I was distracted by the sound.

5 BY MR. WATTERS:

6 Q. Is your memory refreshed at all or is it your
7 recollection still that I broke into your home and robbed
8 you?

9 A. You broke into my home and robbed my home.

10 Q. What did I take from your home?

11 MS. ARMENTA: Objection. Relevance. 352.

12 THE COURT: Is this relevant to the claims that
13 you have in this case?

14 MR. WATTERS: It's relevant to credibility, Your
15 Honor.

16 THE COURT: What?

17 MR. WATTERS: Relevant to credibility, Your
18 Honor.

19 THE COURT: I'll sustain the objection. Let's
20 move on.

21 MR. WATTERS: Yes.

22 Q. Go ahead and turn to the third page of Exhibit 9,
23 please.

24 Do you see the invoice dated December 21st, 2019,
25 on the third page?

1 A. I am on page 3 and I see January 9, 2020.

2 Q. Should be the third invoice, which says: \$5,500
3 due?

4 THE COURT: You said that's the second page?

5 MR. WATTERS: I have it as the third page, Your
6 Honor.

7 THE WITNESS: It looks like the second page, as
8 well, for me.

9 THE COURT: Is it invoice 0004? Is that what you
10 are talking about?

11 MR. WATTERS: Yes, Your Honor.

12 THE COURT: That is the second page.

13 THE WITNESS: I have it on page 2, as well, Your
14 Honor.

15 THE COURT: We are looking at the second page
16 with the invoice No. 0004 at the end.

17 BY MR. WATTERS:

18 Q. Just to confirm, this is the invoice for \$5,500
19 due on December 21st, 2019, right?

20 A. Yes.

21 Q. This represents the fiber Internet service at my
22 San Mateo office, right?

23 A. I don't actually see an address on here.

24 Q. That is not my question. I'm asking if this
25 represents the fiber Internet service at my office?

1 A. I can't say.

2 Q. Why not?

3 A. Because there is no address on the invoice for
4 the service.

5 Q. Do you recall selling me fiber Internet service
6 at my office for \$5,000 up front and \$500 per month?

7 A. I recall you signing a contract, yes.

8 Q. I paid the \$5,000, right?

9 A. I don't recall. I believe so, but I can't
10 testify personally.

11 Q. Why not?

12 A. Because I don't recall.

13 Q. Did you ever deliver my fiber Internet service?

14 A. You breached your contract with us before we
15 could finish delivering it.

16 Q. Is that no, you didn't deliver it?

17 A. You breached your contract with us before we
18 completed delivering it.

19 THE COURT: The question is: Did you ever
20 deliver it?

21 THE WITNESS: No.

22 BY MR. WATTERS:

23 Q. You mentioned a breach of contract, at what point
24 in time are you talking about?

25 A. When you breached your contract for colocation

1 services.

2 Q. When was that, ma'am?

3 A. I don't recall a particularity.

4 Q. In any case, in December of 2019, will you agree
5 that you invoiced me for the installation costs for the
6 fiber Internet at my office?

7 A. Can you repeat the question? You are speaking a
8 little too fast for me to understand you.

9 Q. Would you, at least, agree with me that you
10 invoiced me, and I paid for the fiber Internet
11 installation at my office?

12 A. Probably.

13 Q. That was in December of 2019, correct?

14 A. I don't recall the time.

15 Q. Did you make any efforts to install the fiber in
16 my office?

17 A. Yes.

18 Q. What efforts did you make?

19 A. We engineered the circuit.

20 Q. How long did that take you?

21 A. I don't recall.

22 Q. What was preventing you from installing the
23 fiber?

24 A. I don't recall. It's common to have permit
25 delays and things like that.

1 Q. The fact that you asked me not to try to resolve
2 the permit delay with San Mateo, is that right?

3 A. Yes. You're very unstable.

4 Q. I didn't quite understand that, because I am very
5 unstable, you asked me not to interact with San Mateo?

6 A. Yes. We didn't want you representing the company
7 to a city.

8 Q. Why not?

9 A. Because, Mr. Watters, you are very unstable.

10 Q. Do you have any evidence of that or is this just
11 your accusation?

12 A. I mean, I would say that the complaint is
13 evidence of that.

14 THE COURT: Keep your voice up, and speak right
15 into the microphone.

16 THE WITNESS: I'm sorry, Your Honor. I would say
17 this complaint is evidence of that.

18 BY MR. WATTERS:

19 Q. Evidence that I am unstable?

20 A. That, and your bipolar disorder that you are
21 medicated for by a psychiatrist that you disclosed to
22 me.

23 Q. Assume for a second that I disclosed, just as you
24 said, is there anything else besides what you just said
25 that led you to believe that I was unstable?

1 A. I am sure there are a variety of other things,
2 yes, and your behavior.

3 Q. What are those other things and my behavior?

4 A. What are -- I don't understand.

5 Q. Okay. You said you didn't want me representing
6 your company to the City of San Mateo, because I was
7 unstable --

8 A. Yes.

9 Q. -- do you recall saying that?

10 A. Yes.

11 Q. Aside from what you just shared about what you
12 believed to be my diagnosis and treatment plan, is there
13 anything else that you have as evidence that I am
14 unstable?

15 A. Your bipolar disorder. I -- I feel like I'm
16 answering the same question. I'm sorry if I'm not.

17 Q. We covered that. The question was, is there
18 anything else beside what you just shared with the
19 Court?

20 A. Your erratic behavior, your unwarranted
21 aggression, your bigotry, your Nazi beliefs about gender.
22 I mean, there's a lot, Mr. Watters. There's a long
23 history of reasons that we didn't want you in front of the
24 City of San Mateo.

25 Q. You are saying it's because of those reasons you

1 just said, not that you wanted to delay the resolution of
2 my fiber Internet?

3 A. No. We were pursuing the installation of your
4 fiber Internet. We were trying to get it done, just like
5 we got done your colocation services and connected your
6 services there. We wanted to connect you everywhere.

7 Q. Are you saying you never informed me that you
8 were concerned about the stability of my behavior?

9 A. Did you ask if I did?

10 THE COURT: Sorry. You have to keep your voice
11 up.

12 THE WITNESS: I'm sorry. I can't hear you.

13 BY MR. WATTERS:

14 Q. Is there somewhere where you have a record of
15 informing me about your concerns concerning the City of
16 San Mateo?

17 A. I don't think I would have done that in the first
18 place, so I don't think there is a record.

19 Q. So, you were just asking me not to interact with
20 the City of San Mateo about my fiber and not telling me
21 that it was because of my behavior?

22 THE COURT: That's argumentative. Let's have
23 straightforward questions. Sometimes yes-or-no answers
24 are the ones to seek, but, obviously, you're not limited
25 to that.

1 MR. WATTERS: Yes, Your Honor.

2 THE COURT: Go ahead.

3 BY MR. WATTERS:

4 Q. In any case, the fiber was never installed,
5 true?

6 A. Yes.

7 Q. You are saying it's because I breached my
8 contract, true?

9 A. Yes, we mitigated our damages.

10 Q. How did you mitigate your damages?

11 A. By taking steps to mitigate our damages.

12 Q. What steps were those, ma'am?

13 A. Well, when you breached your contract for
14 services, we accelerated your amount due for over the term
15 of the contract, and I think that's about \$60,000 in your
16 case, as I recall.

17 The rest of the services and deposited moneys you
18 had applied to us -- or credited towards that, and I
19 believe you owe us about \$50,000, plus or minus. I don't
20 have these figures in front of me.

21 Q. Just to confirm, as we sit here today, you think
22 I owe 6x7 Networks and/or you \$60,000?

23 A. Possibly more.

24 Q. How much do I owe you, according to you?

25 A. I don't know. Quite a bit.

1 Q. Did you file a cross-complaint in this case?

2 A. No.

3 Q. Why not?

4 A. Well, you've sued me seven times in five
5 different jurisdictions, and I've spent \$20,000 defending
6 myself. I'm on my third lawyer here. You have taken most
7 of my money defending myself from you.

8 Q. Are you referring to the other lawsuits in which
9 I'm the attorney against you?

10 A. I'm referring to all of the pieces of litigation
11 and litigation abuse you filed in all the various
12 jurisdictions.

13 Q. Just to confirm, this is the one lawsuit I have
14 filed against you personally in representing myself,
15 right?

16 A. I don't know, Mr. Watters. I can't keep track.

17 Q. In any case, you didn't file a cross-complaint in
18 this case, true?

19 A. I don't know what's on the docket.

20 Q. Did anything prevent you from filing a
21 cross-complaint in this case?

22 A. Your litigation abuse, and your prevention of me
23 accessing the courts in the first place, which caused all
24 this delay.

25 Q. Go ahead and turn to Exhibit 10.

1 (Plaintiff's Exhibit No. 10 marked for
2 identification.)

3 BY MR. WATTERS:

4 Q. Do you recognize that building?

5 A. Yes.

6 Q. What building is that, ma'am?

7 A. That's 5030 Third Street.

8 Q. That's the location of your SF1 data center,
9 true?

10 A. Yes, that's correct.

11 Q. Is this a reasonably accurate depiction of the
12 building in or about July of 2020?

13 A. I can't say.

14 Q. Why can't you say?

15 A. There's no date on this picture.

16 Q. Let's assume July 2020 for a moment, is that an
17 accurate depiction at that time?

18 A. I can't say.

19 Q. Why not?

20 A. Because there is no date on the picture, sir.

21 THE COURT: Use your memory and see if, in your
22 memory, when you look at this picture it looks like it's
23 accurate as of July 2020, according to your memory?

24 THE WITNESS: It looks like an earlier picture to
25 me, because during the pandemic we had a banner painted on

1 the front of the building, and 2020 was the middle of the
2 pandemic, so I -- I would say, if I had to say, Your
3 Honor, I would say no.

4 THE COURT: It's a quarter to 11:00. Let's take
5 a 15-minute recess now. We will come back together again
6 in exactly 15 minutes, and it will be 11:00 to get
7 restarted. Thank you.

8 ---oOo---

9 (Short recess taken at approximately 10:45 a.m.)

10 (Proceedings resumed at approximately 11:00 a.m.)

11 THE COURT: Let's continue with the questions.

12 MR. WATTERS: Yes, Your Honor.

13 Q. So, we were looking at Exhibit 10, and I will ask
14 you some additional questions about that.

15 Just to confirm: This location is where your
16 data center was in San Francisco, correct?

17 A. Yes.

18 Q. It was in the basement of that building, right?

19 A. The data center comprised three stories of that
20 building.

21 Q. Which three stories?

22 A. Basement, first floor, and mezzanine.

23 Q. Turn one page in, please, the second page of
24 Exhibit 10. Do you recognize this area?

25 A. Yes.

1 Q. Is that a fair or a reasonably accurate
2 representation of a section of the basement of the
3 building where your data center was?

4 A. Yes.

5 Q. Go ahead and turn one more page in, so we are on
6 the third page of Exhibit 10.

7 Is it fair to say this is another angle of the
8 basement in that building that we were looking at?

9 A. You are looking at the construction side -- the
10 construction site.

11 Q. The data center is behind that wooden paneling,
12 right?

13 A. It's behind the concrete.

14 Q. Okay. In any case, would you agree this is a
15 reasonably accurate depiction of the section of the
16 basement as of July 2020?

17 A. The unfinished section?

18 Q. I'm asking you? Was that a reasonably accurate
19 depiction of that section of basement as of July 2020?

20 A. Yes.

21 Q. Go ahead and turn one more page in. Is this a
22 reasonably accurate depiction of the power panel section
23 of the basement in November of 2021?

24 A. No.

25 Q. Why not?

1 A. It's a small part of it.

2 Q. Okay. So, a close-up of a section of basement as
3 of November of 2021, is that accurate?

4 A. Yes.

5 Q. Do you see the gray box with the yellow cap on
6 the top left of the power panel?

7 A. Yes.

8 Q. What is that?

9 A. It's a receptacle.

10 Q. That taps the power line, correct?

11 A. No.

12 Q. Where does it go?

13 A. It goes to the main breaker panel.

14 Q. This receptacle that is on the top left of the
15 power panel, that is where the 6x7 data center equipment
16 was plugged into, right?

17 A. Some of it.

18 Q. In other words, the customer equipment at 6x7 San
19 Francisco facility was plugged into that receptacle,
20 true?

21 A. Again, some of it.

22 Q. When you say some of it, are you able to quantify
23 how many customers or what percentage of customers?

24 A. Well, no, because power doesn't work that way.

25 Q. Would you say that most of the customers were

1 plugged into this receptacle?

2 A. The customers were fed by two different power
3 receptacles. This is one of them.

4 THE COURT: Just to make sure we are on the same
5 page. Can you point to the item you're talking about just
6 with your finger.

7 THE WITNESS: Your Honor, it's this yellow
8 hubble, 50 and twist logs, 120 and 240 --

9 THE COURT: I'm looking at what appears to me to
10 be a plastic receptacle that is appended to a gray box.
11 Thank you.

12 THE WITNESS: It looks like you've left out the
13 circuit breaker panel here on purpose.

14 THE COURT: If it is -- if you can, it's best
15 just to answer the question.

16 THE WITNESS: Sorry, Your Honor.

17 THE COURT: You have lawyers, and if they think
18 it's important for you to testify to something when you
19 are on direct, they will ask you those questions.

20 THE WITNESS: Very good, Your Honor. Thank
21 you.

22 BY MR. WATTERS:

23 Q. Please turn back to the second page of Exhibit
24 10. Would you agree with me that the black cable running
25 from the power panel over the floor is what powered your

1 customer equipment?

2 A. It's one of them.

3 Q. Is that a meter, that gray box on the right side
4 of the photo?

5 A. That's a combined meter, breaker panel, and
6 subpanel unit.

7 Q. Go ahead and please turn to Exhibit 12. Are you
8 there?

9 A. Yes.

10 (Plaintiff's Exhibit No. 12 marked for
11 identification.)

12 BY MR. WATTERS:

13 Q. After I departed your facility -- strike that.
14 Do you recall when I departed your facility?

15 A. I recall that you breached your contract to pay
16 us. I don't recall when you departed.

17 Q. In any case, at some point, would you agree with
18 me that I removed my equipment from your facility?

19 A. I didn't really monitor that. As I recall, you
20 had said you removed your equipment from the facility.

21 Q. Do you recall when I told you that?

22 A. I believe you emailed me.

23 Q. Do you know when that was?

24 A. Don't recall.

25 Q. Sometime before August 11, 2020?

1 A. It was likely around that time, but I can't tell
2 if it was before or not.

3 Q. After I removed my equipment, did you continue
4 charging my credit card for your services?

5 A. When you signed a five-year term bill, that it's
6 not cancelable, so the automated billing system continued
7 to bill the card that you placed on file with the
8 automated billing system.

9 Q. In other words, yes, you continued charging my
10 card after I removed my equipment from your facility?

11 A. My automated billing system did -- I guess at my
12 direction.

13 Q. I'm sorry. Did you say against your direction?

14 A. My automated billing system did, I guess, at my
15 direction.

16 Q. Please turn to Exhibit 13. That is the
17 application to register a foreign limited liability
18 company.

19 (Plaintiff's Exhibit No. 13 marked for
20 identification.)

21 BY MR. WATTERS:

22 Q. Do you see the date on that, December 11, 2019?

23 A. Yes.

24 Q. You see the data formation in Delaware, which was
25 August 1st, 2018?

1 A. Yes.

2 Q. Are those dates accurate?

3 A. As far as I know.

4 Q. Please turn to Exhibit 14.

5 (Plaintiff's Exhibit No. 14 marked for
6 identification.)

7 BY MR. WATTERS:

8 Q. Do you recognize this document?

9 A. This looks like the VirtuaScribe agreement, but I
10 haven't read every word.

11 Q. Will you agree with me that on or about June 15,
12 2020, you established the VirtuaScribe joint venture
13 together?

14 A. Again, it could have been about that time, but I
15 do not recall.

16 Q. Go ahead and turn to Exhibit 15, please.
17 (Plaintiff's Exhibit No. 15 marked for
18 identification.)

19 BY MR. WATTERS:

20 Q. This is the unlawful detainer lawsuit by Charles
21 Jadallah, do you see that?

22 A. Yes.

23 Q. This case was filed on June 28, 2019, right?

24 A. Is this the one that was dismissed?

25 Q. I just asked you whether it was filed on or about

1 June 28, 2019?

2 A. Well, without knowing that, I can't answer it. I
3 see June 28, 2019, stamped on this document.

4 Q. Do you recall the date when I placed my equipment
5 in the 6x7 San Francisco facility?

6 A. No.

7 Q. Does December 2019 sound about right?

8 A. I don't recall.

9 Q. In any case, after -- strike that.

10 Will you agree with me that after we signed the
11 contract for colocation services, you and the entity
12 became the subject of an unlawful detainer proceedings?

13 A. They were dismissed.

14 Q. That wasn't the question, ma'am.

15 A. What was the question?

16 Q. After I signed the contract with you for
17 colocation services, did you subsequently become the
18 subject of an unlawful detainer proceedings?

19 A. I'm not sure as to the order of operations.

20 Q. Well, we have the contract from April of 2019,
21 right?

22 A. Which document is that?

23 Q. It's in Exhibit 7.

24 A. I don't think that these are signed -- oh, this
25 one is.

1 THE COURT: So, we are looking at No. 7?

2 MR. WATTERS: Yes, Your Honor.

3 THE COURT: Your question is?

4 BY MR. WATTERS:

5 Q. Just to confirm, the contract that we signed for
6 the colocation space was in March of 2019, right?

7 A. Who is "we"?

8 Q. Myself, and 6x7 LLC, and you, personally, signed
9 the documents, as well, right?

10 A. This isn't signed.

11 Q. Regardless whether this copy is signed, do you
12 recall signing a document that established our contract?

13 A. This is the wrong facility, 6x7 San Mateo 1. I
14 recall that you signed a contract for \$800 for colocation
15 services in San Francisco.

16 Q. That was March 14, 2019, or thereabouts?

17 A. \$800 a month is what I recall. I don't recall
18 exactly when you signed it. I recall you visited the
19 site, and then you brought your gear in a week later,
20 because you liked what you saw.

21 Q. Does the date of the contract refresh your memory
22 as to whether I signed a contract before or after the
23 unlawful detainer proceedings began?

24 A. No.

25 Q. Please turn to the seventh page of Exhibit 15,

1 which is your lease, or 6x7 Networks lease for the San
2 Francisco property.

3 THE COURT: How many pages in?

4 MR. WATTERS: Seven pages in.

5 THE COURT: Okay.

6 BY MR. WATTERS:

7 Q. Are you there?

8 A. Yes.

9 Q. So, just to confirm, Charles Jadallah was the
10 property owner, correct?

11 A. Yes.

12 Q. And 6x7 Networks LLC was the tenant?

13 A. Yes.

14 Q. And this is from March 1st, 2018?

15 A. This appears to be, yes.

16 Q. About a month before I inquired in response to
17 your Craigslist ad, right?

18 A. I don't recall when you responded to the sales
19 ad.

20 Q. Please take a look at "Premises," which is under
21 1.2(a). You have the description there. Do you see where
22 it says "basement," 5030 Third Street, and rear storage
23 building 5024 Third Street, do you see that?

24 A. Yes.

25 Q. It doesn't say ground floor retail space anywhere

1 in the lease, does it?

2 A. I don't know what that is.

3 Q. The ground floor would be the street-level space
4 in 5030 Third Street, right?

5 A. I rented the whole place.

6 Q. When you say the whole place, what are you
7 referring to?

8 A. 5030 Third Street and 5024 Third Street.

9 Q. So, that consists of the basement, the ground
10 floor, and the rear storage unit and the mezzanine,
11 right?

12 A. I think those are common areas thrown in there to
13 make it more clear that I had access to those particular
14 spaces.

15 Q. In any case, would you agree with me there is no
16 mention of ground floor retail space in this lease?

17 A. Again, I do not know what that is.

18 Q. Could you turn to the sixth to last page of
19 Exhibit 15, which is also Exhibit 2(b) to the -- pardon me
20 -- the seventh to last page of Exhibit 15, it should say
21 Exhibit 2(a) at the top. Do you see that?

22 THE COURT: Do you see that?

23 THE WITNESS: What am I supposed to be looking
24 at?

25 THE COURT: It says three-day notice, and it has

1 got Exhibit 2(a) in handwriting, and it looks like this
2 (pointing).

3 THE WITNESS: This is what I have (pointing). It
4 appears to be an invoice.

5 THE COURT: Go to Exhibit 15, start at the back,
6 and go in seven pages. Have you done that?

7 THE WITNESS: I think so. It appears to have
8 been a 16th document (sic) in here.

9 THE COURT: Do you see Exhibit 2(b) at the
10 right-hand corner of the document?

11 THE WITNESS: Yes, it's 2(b).

12 THE COURT: Counsel, your question.

13 MR. WATTERS: Yes, Your Honor. One page before
14 that Exhibit 2(a) is the three-day notice.

15 THE COURT: One more page in, Exhibit 2(a), in
16 handwriting, in the top right-hand corner, the three-day
17 notice.

18 MR. WATTERS: Yes, Your Honor.

19 Q. Ma'am, would you agree with me that on June 19,
20 2019, you were served with a three-day notice to vacate
21 from 5030 Third Street, Unit 5?

22 A. Given this is dated 6/19, I doubt I was served
23 with it the same day. I don't know if I've ever been
24 served with this document.

25 Q. Do you see the proof of service at the bottom?

1 A. Yes.

2 Q. Would you agree that that notice was posted on
3 your property?

4 A. I don't agree with that.

5 Q. In any case, this is a three-day notice to quit,
6 and you will agree with me that at some point you became
7 aware of this notice, right?

8 A. No.

9 Q. You are saying you never became aware of this
10 notice?

11 A. I believe it's the first time I'm seeing this
12 document.

13 Q. Go ahead and turn one more page in to Exhibit
14 2(b), the handwriting on the top right, a letter from May
15 14, 2019. Are you there?

16 A. Yes.

17 Q. Do you recall receiving this letter before?

18 A. This doesn't look familiar.

19 Q. Were you, as of May 14, 2019, occupying the
20 retail space on the ground floor of the building?

21 A. I occupied 5030 Third Street.

22 Q. You said earlier that consists of three stories;
23 the basement, the ground floor, and mezzanine, right?

24 A. It exists of one space with one key to one set of
25 front doors that Charles Jadallah gave me when I moved

1 in.

2 Q. As far as you are concerned, that was including
3 the ground floor retail space, right?

4 A. Again, the term you are using is a concoction. I
5 leased 5030 Third Street and 5024 Third Street, Unit 5,
6 the entire canvas therein, including some of the common
7 areas and the rooftop.

8 Q. In any event, did you add additional locks to the
9 building without the owner's permission?

10 MS. ARMENTA: Objection. Relevancy. 352.

11 THE COURT: What is the relevance of that?

12 MR. WATTERS: This goes to show that the
13 defendants were in default of their lease, even as they
14 were signing on customers and knew they couldn't perform.

15 THE COURT: I'll sustain the objection.

16 BY MR. WATTERS:

17 Q. How were the arrangements for the utility
18 services made at the building that included the data
19 center?

20 A. I'm not sure how to begin to answer your
21 question, except that they came from Pacific Gas &
22 Electric and the San Francisco Public Utilities
23 Commission.

24 Q. So, you're indicating that you had PG&E accounts
25 for the property?

1 A. I am indicating that the utility services are
2 provided by Pacific Gas & Electric and the San Francisco
3 Public Utilities Commission.

4 Q. I heard you say that. My question was: Did you
5 have accounts with those companies?

6 A. I would presume so.

7 Q. Do you know either way?

8 A. I believe so, yes.

9 Q. In terms of the monthly power consumption at the
10 data center in San Francisco, how much did it cost?

11 A. It varied, but it was at times tens of thousands
12 of dollars a month.

13 Q. Did you pay those charges or did 6x7 pay those
14 charges?

15 A. Yes.

16 Q. Are you currently in an obligation to PG&E for
17 any amount of money?

18 A. No. I'm in litigation with PG&E.

19 Q. How about 6x7 Networks?

20 A. I don't think 6x7 is in litigation with PG&E. My
21 litigation is over the 2017 wild fires.

22 Q. Let's turn away from the exhibits for a moment
23 and talk about the timeline of the company, that is 6x7
24 Networks.

25 In terms of -- after my departure in 2020, what

1 have you done with the company?

2 MS. ARMENTA: Objection. Relevancy.

3 THE COURT: Could you explain the relevancy?

4 MR. WATTERS: Just some basic background
5 information about where the company currently is, Your
6 Honor, leading up to where it is now.

7 THE COURT: Why does that matter?

8 MR. WATTERS: It's not.

9 THE COURT: To your claims?

10 MR. WATTERS: It's not extremely relevant, Your
11 Honor.

12 THE COURT: Okay. Then I'll sustain.

13 BY MR. WATTERS:

14 Q. Now, you mentioned earlier that you had -- based
15 on the complaint that I filed in this case, you had
16 concerns about my mental state, is that an accurate
17 assessment of your testimony?

18 MS. ARMENTA: Objection. Relevancy.

19 THE COURT: Overruled. She brought it up. Go
20 ahead.

21 THE WITNESS: My concerns about your stability go
22 way beyond.

23 BY MR. WATTERS:

24 Q. What about the complaint causes you any
25 concern?

1 A. There is quite a bit about the complaint that
2 causes me quite a bit of concern. In the interest of
3 brevity, I suggest we brief it.

4 Q. I am not sure you can do that while you are
5 testifying.

6 THE COURT: You said what?

7 THE WITNESS: Like, brief it in a writing?

8 THE COURT: No, that's not the way it works. I'm
9 not saying you won't be able to brief things after the
10 trial, you may well. But, when you have a question and
11 there is no objection, then you answer it, please.

12 THE WITNESS: Okay. Well, there is just so much
13 to the complaint that it is so deranged and so
14 psychotic.

15 BY MR. WATTERS:

16 Q. What are those things?

17 A. Well, the fraud claim. You weren't defrauded.

18 Q. Is that your response to the fraud claim?

19 THE COURT: I will sustain my own objection.
20 That's a vague and ambiguous question.

21 What we want to do is focus on the time period
22 during the time that your claims arose. Let's focus on
23 that time period.

24 MR. WATTERS: Yes, Your Honor.

25 Q. So, you said I wasn't defrauded, what did you

1 mean by that?

2 A. You signed a contract for colocation services and
3 we provided you colocation services. You even sent me
4 back a speed test and said you were very happy with the
5 quality of services. There is no fraud.

6 Q. Anything else to your denial or is that it?

7 A. I would preserve every argument for my denial.

8 Q. That's all you recall, as you sit here today, is
9 the fact that, according to you, I sent you a speed test
10 and was happy with the service?

11 A. I don't understand your question.

12 Q. You said I wasn't defrauded. You gave an example
13 of why you believe I wasn't defrauded, is there anything
14 else?

15 A. I'm sure there is.

16 Q. What is it?

17 A. I can't think of them off the top of my head.

18 Q. Okay. Take a moment and think about all the
19 reasons why I was not defrauded.

20 THE COURT: No. We're not going to do it that
21 way. We'll be here for days.

22 Why don't you just ask the next question. Her
23 testimony, at this point, she doesn't recall anything
24 else, and so we will go to the next question.

25 MR. WATTERS: Okay.

1 Q. What else about the complaint caused you
2 concern?

3 THE COURT: I'm going to sustain my own
4 objection. We are going to focus on the time period
5 during which your complaint -- the allegations arose.

6 After the allegations arose, you filed the
7 complaint, and her concerns about you thereafter don't
8 seem to me, correct me if I'm wrong, to be relevant to
9 what we're trying today.

10 She may be sitting here and having new concerns
11 about you, and I'm not sure I care about that to help me
12 decide the claims in your complaint.

13 So, unless you can explain to me why we want to
14 shift our focus away from the time period during which
15 your complaint arose, the facts that underlie your
16 complaint, I think we should focus on that time period.

17 If you think I'm wrong, please tell me. I'm
18 happy to change my mind.

19 MR. WATTERS: That sounds fair, Your Honor. I
20 will wrap it up here, Your Honor. I think I'm almost
21 done.

22 Q. Please turn to Exhibit 5, which I recall is 6x7
23 Networks' brochure. Take a moment to look through that,
24 and let me know if this is something from your company or
25 not.

1 A. This looks similar to documents we prepared, but
2 I can't testify as to this document's authenticity.

3 Q. You mentioned that all of your assistants --
4 earlier you mentioned all your assistants could testify to
5 the authenticity, is that still the case for this
6 document?

7 A. Assuming it's an authentic document, I presume
8 they would be able to testify as to its authenticity. I
9 would think so, but I'd be speculating.

10 Q. Now, Mr. Dhillon, Ms. Nguyen, Mr. Verbeck, and
11 Mr. Kuiper, have they all departed 6x7, or are any of them
12 still working there?

13 A. Sorry? Who is the list of personnel again?

14 Q. The persons you indicated earlier as your
15 assistants or other staff, do you recall who you listed?

16 A. Yes.

17 Q. Okay. Mr. Dhillon, does he still work at 6x7?

18 A. No. I've answered that. He left after you broke
19 in and frightened him. He was too terrified to work for
20 me anymore after you --

21 THE COURT: The fastest way to get through this
22 is if you just answer the question.

23 THE WITNESS: Sorry, Your Honor.

24 THE COURT: Very often it's "yes" or "no."

25 THE WITNESS: What should I do when it's the same

1 question again? That's where I'm a little confused.

2 THE COURT: Let's have the next question,
3 please.

4 BY MR. WATTERS:

5 Q. Which of the persons that you've listed, if any,
6 still work for 6x7?

7 A. Pascal and Chris Kuiper.

8 Q. So, three people? Is that a yes?

9 A. Yes -- including me, I suppose.

10 Q. Please turn to the fifth (sic) page of Exhibit 5,
11 which is kind of a narrative bio.

12 THE WITNESS: This is the sixth page, correct?

13 MR. WATTERS: It should be the sixth page.

14 THE COURT: Got it. Right.

15 MR. WATTERS: Just trying to be efficient, Your
16 Honor. I'm not sure I have many questions about this one.
17 I just want to read through it to make sure I have got all
18 my questions.

19 THE COURT: You want to take a minute to look at
20 it, of course.

21 MR. WATTERS: Please, Your Honor.

22 Q. Could you agree that this is a narrative
23 biography that you prepared?

24 A. This is a -- no.

25 Q. Would you agree that you attached this document

1 to the brochure that was sent to me in response to my
2 inquiry?

3 A. I don't know.

4 THE COURT: Let me ask the question: Did you
5 write these three pages, where it starts: "Benjamin P.D.
6 Cannon has extensive experience," and it goes on for
7 another -- or a total of 2.2 pages, did you write these?

8 THE WITNESS: I think Kar wrote this.

9 THE COURT: You think somebody else wrote it?

10 THE WITNESS: I may have edited it with him, but
11 I think he composed it, as I recall. I'm not 100 percent
12 certain, Your Honor. I'm sorry.

13 BY MR. WATTERS:

14 Q. Did Mr. Dhillon --

15 A. This is, obviously, a very old version.

16 THE COURT: You need to keep your voice up.

17 THE WITNESS: If this is the document in
18 question, this is a very old version of it.

19 THE COURT: Does it appear to be accurate?

20 THE WITNESS: At a cursory glance, Your Honor, I
21 would say, yes.

22 THE COURT: Go ahead, Counsel, next question.

23 MR. WATTERS: Yes, Your Honor.

24 Q. In the left -- in the second page of the document
25 you represented that you were an expert in computer

1 forensics, do you see that?

2 THE COURT: Which portion of the page?

3 MR. WATTERS: The last paragraph of page 2, Your
4 Honor, of the bio.

5 THE COURT: The second --

6 THE WITNESS: Yes.

7 THE COURT: Got it.

8 BY MR. WATTERS:

9 Q. Are you an expert in any field?

10 A. Are you asking if I am expert in any field?

11 Q. Yes, that's what I'm asking.

12 THE COURT: I'll sustain my own objection.

13 That's vague. In what sense?

14 THE WITNESS: It is so self-serving.

15 BY MR. WATTERS:

16 Q. Are you an expert in computer forensics?

17 A. Yes.

18 Q. Do you hold any credentials in any expert
19 forensic or field?

20 A. I don't think so. I'm not sure I understand your
21 question or if those credentials exist, so I am not
22 sure.

23 Q. Are you a member of any societies that have
24 computer forensics as their main selling point?

25 A. I don't know. I don't think so.

1 Q. You mentioned IEEE -- you mentioned IEEE earlier,
2 is that a computer forensic organization or just a general
3 computer organization?

4 A. The IEEE is not a computer organization of any
5 kind. The IEEE is the Institute for Electronic and
6 Electrical Engineers (sic). It predates the invention of
7 the computer.

8 Q. So, suffice it to say it's not a computer
9 forensic organization?

10 A. I wouldn't begin to know how to answer that
11 question. I would say probably not, but I don't have a
12 basis to make that assessment.

13 Q. You represented in the bio that you provided
14 expert investigatory assistance to numerous litigation
15 matters before this and other courts, do you see that?

16 A. Yes.

17 Q. What expert witness testimony have you given in
18 any court?

19 MS. ARMENTA: Objection. Relevancy. 352.

20 THE WITNESS: People v. Caddy (phonetic).

21 THE COURT: Overruled.

22 THE WITNESS: People v. Kevin Caddy, off the top
23 of my head.

24 BY MR. WATTERS:

25 Q. Anything else that you can recall?

1 A. It's the only case name I can remember. There
2 are others.

3 Q. What time frame was the case you mentioned?

4 A. I don't recall.

5 Q. The bio represents that you hold three patents,
6 do you see that?

7 A. Yes.

8 Q. Do you, in fact, hold three patents?

9 A. Yes.

10 Q. Which patents are those?

11 A. I hold more than three, I believe.

12 Q. So, if someone searches under your name on the
13 USPTO website, whatever shows up is your patents, is that
14 essentially it?

15 A. Not all of them are with the USPTO, many are with
16 WIPO and other intellectual property organizations, but
17 they are all public record.

18 Q. How many patents do you hold?

19 A. I don't know.

20 Q. Is it too many to count or is it you just don't
21 know the number?

22 A. Honestly, I would say it's likely both.

23 Q. Please turn to Exhibit 6, which is a printout of
24 a web page.

25

1 (Plaintiff's Exhibit No. 6 marked for
2 identification.)

3 BY MR. WATTERS:

4 Q. Are you there?

5 A. Yes.

6 Q. This is the -- or was the 6x7 Networks' website
7 front page?

8 A. This looks like a copy of part of the 6x7
9 Networks' home page from years ago, many years ago.

10 Q. What time frame?

11 A. I can't say.

12 Q. What is your best estimate?

13 A. Years.

14 Q. How many years?

15 A. Plus or minus five.

16 THE COURT: I'm sorry, what did you say?

17 THE WITNESS: Plus or minus five.

18 THE COURT: I don't know what that means. You
19 mean about five years ago?

20 THE WITNESS: Five years with up to two years of
21 uncertainty in either direction, at least, Your Honor.

22 THE COURT: So, it's basically --

23 THE WITNESS: Between three and seven years ago.

24 THE COURT: Got it. Thank you so much.

25 BY MR. WATTERS:

1 Q. If it were the web page from the 2018 to 2019
2 time frame, would that be reasonably accurate?

3 A. Would what be? I don't understand your
4 question.

5 Q. Is it accurate to say this is the printout of the
6 web page from approximately the 2018-2019 time frame?

7 A. Possibly.

8 Q. Do you recall when you first put up the 6x7
9 Networks web site?

10 A. No.

11 Q. Was it before 2018?

12 A. I don't know.

13 Q. Did you place these photographs on the 6x7 web
14 site?

15 A. I think Timmon did.

16 THE COURT: You think what?

17 THE WITNESS: I think Timmon did, one of our
18 assistants.

19 BY MR. WATTERS:

20 Q. Timmon, one of your assistants, acted on your
21 behalf, true?

22 A. I -- yes.

23 Q. Go ahead and turn to page 2 of Exhibit 6. Would
24 you agree that this is a picture of what looks like the
25 inside of the data center?

1 A. As Exhibit 2, I have a blog post.

2 Q. Exhibit 6, page 2?

3 A. Oh, my apologies. I'm on Exhibit 6, page 2.

4 Q. Photos from inside the data center, true?

5 A. Yes.

6 Q. But it was not your data center, true?

7 A. I believe this is from Equinix DC1, who is one of
8 our partner's sites, but I'm not sure. This could be clip
9 art.

10 Q. In any case, this is not the San Francisco
11 facility, correct?

12 A. Correct.

13 Q. This is not the San Mateo facility, correct?

14 A. Correct.

15 Q. This photo, just to confirm, was on your website
16 at some point?

17 A. Well, we had 20 facilities, and it was a new
18 start-up, and so we used clip art.

19 Q. Please turn to Exhibit 7, that is the quotation
20 dated March 14, 2019.

21 (Plaintiff's Exhibit No. 7 marked for
22 identification.)

23 BY MR. WATTERS:

24 Q. Would you agree that Exhibit 7 is the contract
25 for colocation services?

1 A. Since this says 4 West Fourth Avenue, San Mateo,
2 I would have to say no.

3 Q. Well, at some point, you changed the location
4 from San Mateo to San Francisco, right?

5 A. My recollection is that you changed the location
6 from San Mateo to San Francisco.

7 Q. In any case, the third page of Exhibit 7 starts:
8 The Master Service Agreement, right?

9 A. I see a document that appears to be a Master
10 Service Agreement.

11 Q. This is the 6x7 Networks MSA, right?

12 A. I can't attest to the authenticity of this
13 document, but this appears to be a Master Service
14 Agreement from our company.

15 Q. In fact, this is the MSA that I signed for my
16 colocation service, true?

17 A. I can't testify to that.

18 Q. Do you see the signature page, which is page 13
19 of 13?

20 A. I'm only on page 8, but I'm looking. Would you
21 like me to look at page 13?

22 Q. Yes. Would you agree that I signed this MSA?

23 A. Page 13 appears to bear your signature, that's
24 what I can say.

25 Q. Go ahead and flip to the next page, which is the

1 quotation dated December 20, 2019.

2 A. Excuse me.

3 Q. This one we have a DocuSign for the second page
4 of that, do you see that?

5 A. What I see says HelloSign, not DocuSign.

6 Q. In any case, it indicates I signed the contract,
7 correct?

8 A. What I see before me is a: HelloSign signature
9 receipt for this document. That's what I'm prepared to
10 testify to.

11 Q. In any case, after I signed the contract for
12 colocation, at some point, I installed my equipment, and
13 for some period of time, you rendered services in the
14 colocation field, true?

15 A. Can you restate all the parts of that question.
16 I'm not following.

17 Q. I was a customer of 6x7 Networks for some period
18 of time from 2019 to 2020, true?

19 A. Yes. Except I'm not 100 percent sure of the
20 dates, but you were a customer.

21 MR. WATTERS: Just a moment, Your Honor, and I
22 will finish up here.

23 THE COURT: Sure.

24 MR. WATTERS: No further questions.

25 THE COURT: Do you want to start in with your

1 witness now or reserve until your case? How would you
2 like to handle things?

3 MS. ARMENTA: I'll reserve, Your Honor.

4 THE COURT: You want to reserve and ask your all
5 your questions at once when it is your case?

6 MS. ARMENTA: Yes.

7 THE COURT: Thank you very much, ma'am. You can
8 step down. Thank you so much.

9 THE WITNESS: Thank you so much, Your Honor.

10 (Witness stands down.)

11 THE COURT: We have a little bit of time before
12 our noon recess, why don't we start in with the
13 plaintiff's next witness.

14 MR. WATTERS: I call myself, Your Honor.

15 THE COURT: Will you be more comfortable
16 testifying from that table, because you have all your
17 documents there?

18 MR. WATTERS: Yes, Your Honor. I have all the
19 documents here.

20 THE COURT: We will have the clerk swear you in
21 where you are.

22 ANDREW G. WATTERS,
23 plaintiff, being first duly sworn to tell the truth, the
24 whole truth and nothing but the truth, under penalty of
25 perjury, was examined and testified as follows:

1 THE CLERK: Please be seated. If you would go
2 ahead and state and spell your first and last name.

3 THE WITNESS: Andrew Watters. A-N-D-R-E-W
4 W-A-T-T-E-R-S.

5 THE COURT: Thank you, Mr. Watters. Why don't
6 you go ahead.

7 MR. WATTERS: Yes, Your Honor.

8 THE COURT: Make sure to speak into the
9 microphone. We are all -- most of us are wearing masks,
10 so it's hard for some of us to hear.

11 MR. WATTERS: This is by nature of an offer of
12 proof, Your Honor, although I am testifying, it's more of
13 a narrative than question and answer.

14 THE COURT: It's not an offer of proof. You are
15 actually testifying. I understand. I'm not going to
16 require you to ask yourself questions. You don't have to
17 do that, but we want to be sensitive, as we move forward,
18 it's possible that as you start talking there might be
19 hearsay or other objections, and if you hear those, please
20 pause and I will try to rule on them as we go, but I will
21 not use the artifice of questions and answers.

22 You should just go head and testify, but remember
23 you need to testify from your personal knowledge.

24 MR. WATTERS: Yes, Your Honor.

25

1 DIRECT EXAMINATION

2 MR. WATTERS: The last straw in my relationship
3 with this company, which put me over the edge into
4 litigation was Lady Ben's unauthorized credit card charges
5 on my American Express card in the amount of \$1,600 for
6 services that I had canceled due to a rescission, but
7 which Lady Ben continued charging me for despite owing me
8 unpaid wages and monies.

9 I saw a Craigslist ad in April of 2018 with the
10 amusing title of: Find me colocation clients or something
11 similar. I had been looking for a data center to host my
12 equipment following my general dissatisfaction with the
13 on-premise option at my office.

14 I emailed a response to the Craigslist ad, and
15 the persons who responded identified themselves as
16 Benjamin P.D. Cannon, CEO, and owner of 6x7 Networks LLC.

17 I should note, at that time, I had no information
18 to suggest her gender preference, so I had addressed her
19 as Ben or Benjamin throughout this complaint.

20 Before I signed the contract, I visited the 6x7
21 website, which it turns out was a study in stock
22 photography, but I did not know that at the time.

23 As shown in Exhibit 6, there were pictures of
24 gleaming generators and polished concrete floors, which I
25 believed were representative of 6x7's facilities. This,

1 of course, turned out not to be the case.

2 Based on my conversations with Ben, Lady Ben, and
3 emails, she led me to believe her facility was comparable
4 to a real data center, such as the nearby 200 Paul Avenue
5 that 6x7 claims to have massive connections to.

6 My expectation versus reality as set forth on
7 page 4 of my complaint were the pictures of the 200 Paul
8 Avenue facility and the data center pictures from the 6x7
9 website are compared with the actual pictures of the 6x7
10 facility, page 4 of the complaint.

11 THE COURT: It's best if you don't refer to the
12 complaint, because it will be confusing to the extent to
13 which your testimony is seeking to incorporate portions of
14 the complaint. The complaint is just allegations, and I
15 can only rely on your testimony here in court.

16 MR. WATTERS: Understood, Your Honor.

17 THE COURT: Thank you.

18 MR. WATTERS: I will refer to page 2 of Exhibit
19 6, which is a sample photo of 6x7's website, showing the
20 gleaming floors and the highly sophisticated premier data
21 center. At that time, I believed those pictures were
22 representative of 6x7's facilities.

23 According to Lady Ben's initial email to me, the
24 data center featured diverse carrier and fiber entry,
25 24x7x365 onsite staff, guard, and remote hands, and

1 24x7x365 access, UPS, that is under a direct power supply
2 and diesel generator backup power with 24-hour fuel
3 on-site and unlimited time for fueling contract.

4 She represented there were disaster management
5 protocols and full premises video surveillance, and
6 critical, to me, dual A&B generators with an ATS,
7 automated transfer switch, and dual A&B distribution of
8 power all the way to each rack.

9 In other words, true A&B power, that is,
10 redundant power at each rack in the facility.

11 The facility -- strike that. With the possible
12 exception of diverse carrier fiber, because she had
13 contracts with two companies, Wave and Cogent, with that
14 possible exception the facility, as observed, had none of
15 the represented features.

16 There was no 24x7x365 on-site staff, except for
17 the so-called "NOC" operator, network operation center
18 operator, who was an employee on Facebook much of the time
19 and sitting at a computer screen supposedly monitoring the
20 well-being of the facility.

21 I could not access the facility 24x7x365. I had
22 to call in advance or ring the Ring doorbell, which was
23 answered more than half the time, but not all the time.

24 I couldn't access the facility on demand. In
25 addition, there was not even a lock on the door to the

1 basement. There was a set of wood screws that screwed the
2 door shut, at least at the time that I was a customer.

3 There was no UPS, at least to my rack, and there
4 was no backup power. I know this, because later on in
5 discovery the customer power was plugged into the
6 receptacle that we went over earlier.

7 MS. ARMENTA: Objection. Based on hearsay.
8 Lacks personal knowledge.

9 THE COURT: Is this something that you saw?

10 MR. WATTERS: Yes, Your Honor. I have the photo.

11 THE COURT: Overruled. Go ahead.

12 MR. WATTERS: Yes, Your Honor.

13 Exhibit 10, page 3, I took this photo. I also
14 witnessed the workmen of the property owner unplugging the
15 power cable. That's how I know the customer equipment was
16 powered through that receptacle, because it shut down when
17 the workmen unplugged it.

18 If there had been a backup generator and an ATS,
19 an automated transfer switch, redundant power would have
20 kicked in immediately. That didn't happen.

21 MS. ARMENTA: Objection. Vague as to time.

22 THE COURT: Overruled. Go ahead.

23 MR. WATTERS: Disaster management protocols was
24 represented but did not exist. I know that, because when
25 I was chief legal officer in June to July of 2022, there

1 were some personal health challenges for Ms. Cannon, and
2 without her, the operation essentially ground to a halt.
3 Services were getting canceled because of nonpayment,
4 because Lady Ben was unavailable.

5 Dual A&B generators and ATS, as I mentioned, no.
6 Dual A&B distribution, all the way to each rack, that did
7 not happen. True A&B power to the rack, no, and that is
8 because that was demonstrated by the crew unplugging the
9 power cable and the equipment shutting down in the data
10 center.

11 In summary, the facility was drastically
12 different from what was represented. The onsite staff was
13 there sporadically, unless you count Lady Ben, who lived
14 somewhere in the property and rarely answered the phone
15 and rarely returned voicemails. There was no guard unless
16 you count the part-time NOC operator.

17 I wouldn't trust the remote hands there due to
18 the frequent odor of marijuana on the premises. I often
19 had to wait 20 minutes or more to get onto the facility.
20 This is not like a key card setup, like there is at a real
21 data center.

22 Once in the facility, the data center was either
23 open, that is, the basement door was open or was closed up
24 with the wood screws that I mentioned, and that I had to
25 unscrew to get down to the facility and my equipment.

1 I also discovered that the 2N+1 representations
2 on the 6x7 website were false when the utility power went
3 out on one occasion and my server crashed.

4 THE COURT: What is a 2N+1 representation?

5 MR. WATTERS: That is a representation of
6 reliability for power, Your Honor, in the data center.

7 THE COURT: Okay.

8 MR. WATTERS: I discovered this when the utility
9 power went out on one occasion and my server crashed and
10 it was unavailable. That is not supposed to happen with
11 true A&B power and whatever happened with the UPS and
12 backup generators onsite with the automatic transfer
13 switch.

14 I was provided a Cogent fiber connection, that
15 is, fiber Internet from the Cogent Internet service
16 provider, and I discovered that when the fiber went out on
17 one occasion, and the 6x7 representative indicated it was
18 a Cogent issue, and the Cogent website stated there was an
19 outage.

20 I also verified that by looking up the IP address
21 of my server and discovering that it was actually part of
22 the Cogent network and not the 6x7 Network they said they
23 represented. That is in June of 2020.

24 There were two entry points for fiber on the
25 property, but it was unclear whether that was the same

1 carrier. As I mentioned, there was Wave and Cogent.
2 Diverse carrier, as represented by 6x7, implies that if
3 one carrier goes down, the other will take over so the
4 connectivity is not lost. That also didn't happen during
5 my outages, which shows another untrue representation.

6 The full premises surveillance was a couple
7 security consumer cameras, not an actual security system.

8 In those initial conversations, the email and the
9 phone, Lady Ben told me that she had a data center in San
10 Francisco near 200 Paul Avenue. I interpreted it as near
11 200 Paul Avenue to mean within a couple of blocks or on
12 the same street and a similar facility.

13 After Lady Ben and I discussed my colocation
14 needs, she sent me a quote. Everything seemed to be in
15 order at this point. The deal seemed amazing and
16 impossible to pass up. Ten gigabit connectivity, which is
17 very fast, and a full cabinet in a data center in San
18 Francisco for \$800 per month -- sorry -- I should say San
19 Mateo. That is a correction I need to make. The initial
20 contract was for San Mateo as a facility. I signed the
21 papers in 2019.

22 At some point, the company switched me to the San
23 Francisco facility, allegedly because the San Mateo
24 facility was not ready or it was not fully built. That
25 was an inconvenience to me, but I ultimately accepted that

1 provision.

2 In any case, when I arrived at the so-called SF1
3 facility in December of 2019, I was very shocked. This
4 was a converted residential building with ground floor
5 retail, not an actual data center.

6 I initially could not get in, because of the
7 malfunctioning doorbell, but when I did get in it was
8 clear that the facility was a lot different from what I
9 had been led to believe.

10 The ground floor was a very messy open office
11 with equipment in the lobby and wire shelving holding
12 computer parts everywhere.

13 Someone's bed was beyond a cubicle wall, and
14 there was even a bathtub in another part of the floor.
15 There was not even an elevator at the basement level.
16 Instead it was a set of rickety half-broken stairs, and I
17 had to carry everything individually down the stairs.

18 The downstairs, it was a converted basement. My
19 cabinet was in the center of a partitioned-off area with a
20 portable air conditioner running and cables everywhere.

21 It was clear at that point that the facility was
22 different from what had been represented. I decided to
23 give Lady Ben and 6x7 a chance, because I had already paid
24 the nonrecurring charges, the NRC, and I had nowhere else
25 to put my equipment, and I wanted to get it turned on

1 ASAP.

2 As I was installing my equipment, I looked
3 through the screen door of the cabinet and saw a
4 female-looking figure walking toward me. She was wearing
5 a full-length black dress, makeup, and a pink wig. I
6 realized that this was Lady Ben.

7 Lady Ben helped out with installing the fiber
8 cable to my firewall and router and finished installing my
9 equipment. I had a pleasant conversation with Lady Ben
10 about her company, her ambitions, and goals, and similar
11 matters. At that point, despite the low quality of the
12 facility, it seemed like things were still promising, and
13 that was a recurring theme throughout the months-long
14 arrangement.

15 I later learned about the unlawful detainer
16 lawsuit on the subject property in 2019, and I will get to
17 that later. There was an unexpected power loss at one
18 point in May of 2020, which caused my server to go down.
19 This should not happen, because there is supposed to be 2N
20 redundant power with a generator on the roof.

21 During the course of my colocation arrangement,
22 the connectivity was admittedly satisfactory. However,
23 nothing else was.

24 I could not access the facility on demand, and
25 there was no way to get downstairs if the door to the

1 basement was locked, which later they put a lock on there,
2 which happened when Ben -- Lady Ben was experiencing one
3 of her health challenges in 2020.

4 When I did get downstairs --

5 THE COURT: Why don't we stop there. It's just
6 about noon, and it sounds like a good stopping place, and
7 we will get together again at 1:30 sharp, and we'll see
8 everybody then. Have a good lunch.

9 MS. ARMENTA: Thank you, Your Honor.

10 (Lunch recess taken at approximately 11:59 a.m.)

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AFTERNOON SESSION

MONDAY, APRIL 10, 2023 - 1:30 P.M.

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P R O C E E D I N G S

THE COURT: It looks like everybody is here.
Good afternoon.

MS. ARMENTA: Good afternoon, Your Honor.

THE COURT: Mr. Watters, why don't we continue
with your testimony.

MR. WATTERS: Yes, Your Honor.

DIRECT EXAMINATION - RESUMED

MR. WATTERS: When I did get downstairs during
one of Lady Ben's hospital stays, the basement was
extremely warm and potentially damaging to my equipment,
which was a \$25,000 server.

At this point -- it was at this point that
someone threw a brick through the front windows of the
retail space, and there was a large hole and an open space
until the boards went up, which is that picture I showed
and Exhibit 10 reflects. That is after the brick went
through the windows and the boards went up.

The facility was never secured --

THE COURT: What year, date, and time was it?

MR. WATTERS: July 2020, Your Honor.

1 THE COURT: Thank you.

2 MR. WATTERS: The facility was never secure, and
3 this was another constant worry for me.

4 Concerning the undelivered fiber, in January of
5 2020, I moved my office to a new space in San Mateo. The
6 space had no Internet and AT&T had initially missed our
7 installation appointment.

8 6x7 offered fiber Internet, and so I asked Lady
9 Ben about servicing my office with gigabit fiber Internet
10 as the same price as AT&T. Ben sharpened her pencils,
11 according to her, on the price and was able to quote me
12 symmetric gigabit fiber, that is, gigabit connectivity in
13 both directions, download and upload, with a backup
14 microwave antenna for \$500 per month, with \$5,000 upfront
15 for construction costs, and installed within 45 days. I
16 paid the \$5,000.

17 For the next six months, I regularly followed up
18 with Lady Ben.

19 THE COURT: What are the dates? When did you do
20 this?

21 MR. WATTERS: January 2020 for the office
22 Internet agreement.

23 THE COURT: Okay.

24 MR. WATTERS: I paid the \$5,000. For the next
25 six months in 2020, I regularly followed up with Lady Ben,

1 who blamed her failure to deliver the services on the City
2 of San Mateo's permitting process.

3 As of August, 2020 the service was never
4 installed, not even the microwave backup antenna, which
5 only, according to Lady Ben, required placing a book-size
6 antenna on the roof with some outside wiring.

7 I finally gave up and called AT&T in early August
8 of 2020. AT&T had my fiber installed within about a week
9 of placing the order. I had been using an LTE modem, a
10 portable hotspot, and paying overage charges on data for
11 the seven months that she didn't install my Internet.
12 This was unacceptable.

13 In late May of 2020, this concerns the chief
14 legal officer role, Lady Ben was in need of legal
15 services.

16 On June 1st, 2020, Lady Ben offered to hire me in
17 a capacity to be determined. I thought about it and
18 proposed that I join 6x7 as chief legal officer, part-time
19 to start, at a rate of \$250,000 per year or \$125,000 per
20 year until the company grossed at least \$10 million per
21 year.

22 Although this deferral is against the law, I
23 agreed to defer my first paycheck to August 1, 2020, in
24 order to help out the company. In other words, I would be
25 earning just over \$10,000 per month starting June 1st,

1 2020, but I would be paid the first two months' salary on
2 August 1st, 2020.

3 Lady Ben enthusiastically accepted the offer, and
4 so we had an employment contract, and that is Exhibit 8,
5 Your Honor. The terms are indicated in Exhibit 8.

6 I worked hard for Lady Ben for about a month and
7 a half, including extensive personal matters involving
8 Lady Ben's health situation and her multiple
9 hospitalizations.

10 During this time I discovered that Lady Ben was
11 not only not paying multiple employees, but employees were
12 advancing their own personal funds to keep the business
13 operating.

14 I feel really bad for Kar Dhillon, who is chief
15 business officer, who on top of not getting paid properly,
16 advanced the cost of putting plywood boards over the front
17 of the building. Although, according to Lady Ben, Mr.
18 Dhillon was later reimbursed, but that is not the point.

19 Lady Ben was viewing it as a grand gesture to
20 reimburse Mr. Dhillon, but Mr. Dhillon, the employee, was
21 advancing his personal funds in the first place.

22 Mr. Dhillon was talking about investing in 6x7
23 through his efforts, but Lady Ben was not offering any
24 stock options in the company, so -- in any case, when Lady
25 Ben returned from the hospital, and, according to her,

1 withdrew from the medications they put her on, she called
2 me on July 12, 2020.

3 Lady Ben told me that she would be unable to
4 fulfill her promises to me in our contract, and it was
5 unclear when she would be able to do so. She wanted me to
6 keep working without getting paid. I did not agree to
7 that, and I suspended my work for 6x7 at that point.

8 I didn't actually resign until July 29, 2020,
9 which is when I removed my equipment from the data center
10 and gave notice of rescission of all my contracts with 6x7
11 and Lady Ben.

12 In the course of exchanging emails and phone
13 calls with Lady Ben in mid-July 2020, it became obvious
14 that Lady Ben could not recall what promises she had made
15 to other employees. It turns out that the other 20 or so
16 employees were not getting paid, or at least fully paid
17 either.

18 It was at that point that Lady Ben started
19 talking about drilling a tunnel under San Francisco Bay
20 using a boring company to get a vehicle-sized tunnel from
21 SF1, or a data center, to a fiber landing point in
22 Oakland.

23 I asked Lady Ben when that would happen, and Lady
24 Ben said that she had \$7 million pledged so far, but was
25 unsure of the timeline.

1 Over the following two weeks in July 2020, I
2 thought about the situation a lot and, ultimately, decided
3 to cut my losses and resign.

4 In the course of working for the company, I
5 obtained a sense of the scale of Lady Ben's ambitions. In
6 addition to her basic telecom business, Lady Ben wanted to
7 do 6x7 Maritime, 6x7 Mobile, 6x7 Nairobi, and have a fleet
8 of cable-laying ships or yachts that travel around the
9 world visiting various ports of call.

10 To say that Lady Ben's vision is grandiose is an
11 understatement, but Lady Ben is unable to accomplish these
12 lofty goals with her current resources.

13 Lady Ben has a belief that she is more important
14 than she actually is. Lady Ben stated at one point that
15 she needed a "President's Daily Brief," and she was
16 constantly harping on employees not to bother her with
17 routine inquiries or things that needed to be explained.
18 I attended many, nearly daily, conference calls during
19 which nothing was accomplished.

20 To add to this are Lady Ben's random, alarming
21 comments about plans for her own private railroad in order
22 to enable her and her employees to become a private police
23 force -- private police force.

24 I also had a sales representative contract with
25 6x7, and part of that job was essentially vouching for the

1 company in the sale of its services. I sent out a number
2 of packets or inquiries to prospective customers who would
3 have been great for the company. Unfortunately, the
4 company mishandled those leads on top of being unable to
5 deliver.

6 As an example with one lead that I brought to the
7 company with a person who owns about 25 buildings, a 6x7
8 executive assistant, that would be Beo Nguyen, sent a very
9 blunt email to the prospective client that indicated she
10 was telling him what to do, a big mistake with a high net
11 worth individual. The conversation did not progress
12 beyond the initial email.

13 The emails from 6x7 personnel to leads that I saw
14 were generally inappropriate, because they did not account
15 for, let alone explain, why 6x7 would be the best choice
16 for telecom services in a crowded marketplace and actually
17 benefit the customer.

18 Although 6x7 has access to a large fiber network,
19 it was unclear, even as a brief customer and insider, who
20 actually owns the fiber network. 6x7, itself, was
21 actually serviced by Cogent at the SF1 facility, and it
22 appeared from a totality of information that 6x7 merely
23 purchased its access to Cogent's fiber network.
24 Essentially, 6x7 is able to compete on price by reselling
25 Cogent's fiber service.

1 By the way, there was no public phone number if
2 the service went down, as I found out when I had to resort
3 to emailing the NOC operations center about outages.

4 I wrote an email to Lady Ben on July 29, 2020 --
5 and because I don't have it as an exhibit, Your Honor, I
6 am afraid I have to read the email into the record, if
7 that is acceptable?

8 THE COURT: If there is no objection, go ahead.

9 MS. ARMENTA: No objection.

10 MR. WATTERS: (As read): Hi Ben, thanks for your
11 call this morning, 7/29/2020. I understand you were
12 taking some well-deserved time off and resting, so that
13 you can clear your head. You also apologized for being
14 rude during our last series of communications and I
15 appreciate that. I sincerely hope that you feel better
16 soon and that you continue to improve with your health.

17 That said, I have given your situation a lot of
18 thought. The simple fact is: Due to your erratic
19 behavior and unreliable health, I cannot trust 6x7 as my
20 telecom provider, especially not for the cloud-type, 100
21 percent uptime services that I am very close to providing
22 to several customers of my law practice management system.

23 One example is that the \$25,000 computer that I
24 had in SF1, until today, was always on my mind as a risk
25 due to the vandalism that the property has experienced

1 lately. See attached photo from today.

2 You still have boarded-up windows after nearly a
3 month since the window was broken, and they are covered
4 with graffiti. That is, of course, not the only concern.
5 The facility is completely insecure and also lacks any of
6 the amenities expected in a conventional data center,
7 which is, again, not the point.

8 In any case, I am giving you notice under our
9 contracts that I am rescinding all of our agreements on
10 all available statutory grounds. I have removed all of my
11 equipment from your SF1 facility, and I will be making
12 other arrangements for my telecom needs moving forward.

13 Regarding each contract specifically:

14 As to the Colocation Agreement, the facility you
15 have, SF1, is inconsistent with the representations made
16 on your website as to the quality of the facility, as well
17 as your sales-related representations before I signed the
18 contract.

19 I thought I was getting into a real data center
20 of the caliber shown on your website, and this was always
21 your representation. But SF1 turned out to be a converted
22 basement in a random light industrial building in which
23 you live upstairs. Obviously, I noticed the poor quality
24 of the facility on day one, but I had nowhere else to put
25 the equipment, so I thought I would give you a chance.

1 Unfortunately, the facility has not met my
2 expectations, and in no way can it be considered a data
3 center, on top of the other issues I experienced with you.

4 As to the 118 South Boulevard fiber Internet, you
5 never delivered the service and it has been almost seven
6 months. I don't appreciate having paid \$5,000 NRC for an
7 install within 30 days and never getting the service. I
8 need my \$5,000 back.

9 As to the Woodlake complex, you cannot possibly
10 deliver 10 gig connectivity for \$199 per month, and Kar
11 indicated there was a mistake on the quote anyway
12 regarding the NRC. This is unfortunate because when I
13 last checked, the board was considering a proposal.

14 Regarding my sales representative agreement, I
15 have no real desire to market your services now that I
16 have seen behind the curtain. Since I made no sales,
17 unless Woodlake pans out, there is no harm to either side.

18 Regarding my employment contract, I hereby resign
19 and demand my final paycheck of \$14,383.56 within 24
20 hours. This is 42 days of service, June 1 to July 12,
21 2020, times \$342.47 per day, \$125,000 per year, divided by
22 365. I'm mailing you back my key fob.

23 I also spent money for Lauren and Lizbeth to do
24 work for you. I am willing to waive this approximately
25 \$1,300, if I get paid back on No. 2 and No. 5.

1 By my calculation, I am owed \$19,383.56 in wages
2 and unused NRC. I'm not asking for anything beyond what
3 we agreed to at this time. Please make the next
4 arrangements immediately or I will respectfully seek
5 redress in the courts and/or with the Labor Commissioner,
6 because I doubt I am ever going to get paid voluntarily.
7 Obviously, I will seek all available remedies, as well as
8 attorney's fees.

9 I would like to stress this is not personal in
10 any way. You are trying hard with what you have and that
11 is admirable. Unfortunately, what you have is not
12 competitive with real data center operators, such as
13 Digital Realty, which has given me a very reasonable quote
14 on a cabinet at 200 Paul Avenue. I anticipate giving AT&T
15 another opportunity to install my office fiber, as well.

16 The bottom line, you have had a full and fair
17 opportunity to deliver what we agreed and you didn't
18 deliver, nor did you honor our employ agreement. That is
19 enough for me to cut my losses.

20 I sincerely wish you the best, however, this will
21 be the end of our business relationship until such time as
22 your health improves and/or 6x7 becomes a more reliable
23 provider of its services.

24 That is end of the email.

25 There was no response, and as of this writing,

1 that is the complaint in August of 2020, there was still
2 no response, and to this day there has been no response to
3 my email.

4 Despite making it clear that I was canceling all
5 the services due to fraud and mistake, et cetera, and
6 despite Lady Ben owing me nearly \$20,000, Lady Ben ran my
7 American Express card for \$1,600 on August 9 and 10, 2020.
8 That was two charges of \$800 each. I never authorized the
9 charges. The dispute with American Express was decided in
10 my favor and the charges were reversed.

11 I don't understand how all this is possible, but
12 the way that Lady Ben treated me and other employees is
13 against the law.

14 If I had to trace the dysfunction at 6x7 to any
15 one cause, it would be Lady Ben's disregard of other
16 people's needs and expectations, which also reduces her
17 ability to tell the truth.

18 Had I known in 2018 any of the important things I
19 know now, I would never have responded to that initial
20 Craigslist, that I would have gone with a real data center
21 operator, such as Digital Realty, which in 2020 quoted me
22 a reasonable price of a cabinet in a nearby data center.

23 Concerning the issue of fraud, and I have
24 specifics on that one, the false representations include
25 the following representations: On April 7, 2018, Lady

1 Benjamin represented an email message that she had a data
2 center with the following features:

3 Diverse carrier and fiber entry.

4 24x7x365 on-site staff, guard, and remote hands.

5 24x7x365 access.

6 UPS and diesel generator backup power with
7 24-hour fuel power, and the other features I indicated
8 earlier. The representations were untrue.

9 Lady Cannon did not actually have the data
10 center. She had not even occupied the building yet at the
11 time of the contract of 6x7. I only discovered that when
12 I reviewed the lease in August of 2020. It was attached
13 to the property owner's unlawful detainer suit from June
14 of 2019. Lady Cannon had signed a lease for 5030 Third
15 Street on March 1, 2018, for the basement and a
16 residential unit at \$2,100 per month, but the start date
17 was June 1st, 2018, after Lady Cannon claimed in April of
18 2018 to already have the data center.

19 Lady Cannon had not even built any of the data
20 center at the time she claimed to have the data center and
21 all of the above features.

22 Further, although I signed a quote from the
23 supposed San Mateo facility and Lady Cannon led me to
24 believe for approximately one year that that was where I
25 would be installing my equipment, the San Mateo facility

1 also did not yet exist. This was because supposedly Lady
2 Cannon did not have permits yet from the City of San
3 Mateo, according to an email she wrote on August 7, 2019.

4 So, Lady Cannon instructed me to install at her
5 San Francisco facility contrary to the contract I signed.
6 This was inconvenient for me, because I was desiring
7 colocation in San Mateo for my convenience, because I
8 lived in San Mateo at that time -- it was much more
9 convenient for San Mateo travel to the facility than the
10 Bayview in San Francisco.

11 Lady Cannon's lease in San Francisco was for the
12 basement and residential unit. Despite this, she occupied
13 the entire ground floor retail space, as well. This is
14 what prompted the property owner to send a letter on May
15 2019 that accused Lady Cannon of various breaches,
16 including trespass, and then served a three-day notice in
17 May and June of 2019.

18 The unlawful detainer action was actually filed
19 on June 28, 2019, right around the time I signed the
20 contract for colocation space with defendant, or just a
21 couple months after.

22 In other words, Lady Cannon was in breach of her
23 lease from the beginning of my service contract due to her
24 unauthorized construction on the property, occupancy of
25 more space than she agreed to, the addition of locks

1 without the owner's permission, and other breaches noted
2 by the owner.

3 Thus, Lady Cannon had no right to occupy the
4 property at the time she and I signed my contract for
5 space in the building, and for the first several months my
6 equipment being in the facility.

7 To make matters worse, the data center as
8 ultimately built in San Francisco did not have any of the
9 represented features with the possible exception of
10 diverse fiber entry, since there are, technically, two
11 fiber entry points on the property.

12 The falsity of this particular representation is
13 shown by a fiber outage at Cogent that occurred in June of
14 2020 -- or May of 2020, which completely surprised me,
15 because the service of my cabinet was supposed to be
16 diverse in order to prevent such an outage.

17 There were also no generators, contrary to Lady
18 Cannon's expressed representations, which I only
19 discovered when the utility power went out on one occasion
20 and crashed my server. That is not supposed to happen
21 with a true A&B power at each rack, an uninterruptible
22 power supply, and dual generators with an automated
23 transfer switch; all features represented by Lady Cannon
24 as being present in April 2018, but which were, in
25 reality, never in the facility even when it was actually

1 built.

2 The data center as built was not actually a data
3 center. It was a converted residential building basement
4 that was completely unsuitable for data center use and
5 completely different from the gleaming facilities that
6 appeared on the 6x7 website.

7 The partial list of deficiencies in the SF1
8 facility is what I stated earlier, starting with the
9 untrue representation on the website that a facility had
10 2N+1 reliability, which I only discovered was untrue for
11 the aforementioned server crash due to the power outage.

12 Lady Cannon represented verbally on or about
13 December 8, 2019, when I met her for the first time after
14 installing my equipment, that Lady Cannon had an option to
15 purchase the building. This was completely false, because
16 the lease Lady Cannon signed shows no option to purchase.

17 Indeed, as I indicated, Lady Cannon and 6x7 were
18 still in the midst of defending their unlawful detainer
19 proceedings, even as late as my install date in December
20 of 2019. This is important, because Lady Cannon's lease
21 was only three years and it contained no options to renew.

22 While my colocation contract with Lady Cannon at
23 6x7 was five years. In other words, Lady Cannon committed
24 to serving colocation services to me for five years, SF1,
25 when she knew she had only three years on the property.

1 This is a promise made without the intent or ability of
2 performance.

3 As Lady Cannon freely told me in 2020, Lady
4 Cannon wanted to finance her contracts by borrowing
5 against the total contract value, or TCV, in order to
6 expand her business. It was, therefore, in Lady Cannon's
7 interest to maximize the length of the services agreements
8 in order to make the total contract value higher than it
9 would otherwise be when taking those contracts to the
10 bank.

11 Indeed, Lady Cannon solicited me to obtain
12 exactly that -- in return for a commission. Investors who
13 would be willing to loan money to 6x7, secured by the
14 services contracts, including my own contract. Lady
15 Cannon did not disclose that the contracts were longer
16 than her lease or that she actually had no option to buy
17 the building.

18 It was problematic for me, because I did actually
19 pitch the opportunity to some of my successful legal
20 clients and vouched for the company in a detailed letter
21 that Lady Cannon approved. Fortunately, those clients
22 declined the opportunity.

23 Lady Cannon represented at various times between
24 2018 and 2020 that 6x7 has its own fiber Internet network
25 with approximately 100,000 on-net buildings. This is

1 false in that the defendants merely resell or lease access
2 to Cogent's fiber network and do not actually own the
3 fiber they're claiming to own.

4 This became obvious in the course of the
5 defendants' breach of their fiber Internet contract with
6 me, and the Cogent outage in 2020 that took down my
7 server.

8 On or about January 10, 2020, I signed a contract
9 for the defendants for the installation of gigabit fiber
10 Internet service, and as I mentioned earlier, they
11 promised an install within 45 days in return of \$5,000
12 NRC, nonrecurring charges, which I paid based on
13 defendants' representation that that was necessary for
14 construction costs.

15 Over the following seven months, from January
16 2020 to July 2020, Lady Cannon gave multiple excuses for
17 her failure to deliver the fiber and her failure to
18 deliver even the backup microwave antenna that was,
19 according to Cannon, a simple installation with some
20 outside wiring.

21 Lady Cannon blamed the City of San Mateo's
22 permitting process throughout the seven months. However,
23 once I became chief legal officer in June 2020 and
24 inquired who at the City of San Mateo was the problem so
25 that I could contact that person and clear the obstacle,

1 Lady Cannon suddenly said there had been some progress and
2 to not worry about it.

3 Lady Cannon also directed me not to contact the
4 City of San Mateo yet, because she was handling it. This
5 turned out to be untrue. The true reasons for Lady
6 Cannon's inability to deliver the fiber or that defendants
7 did not actually own the supposed fiber network, and Lady
8 Cannon already spent the \$5,000 deposit on other unrelated
9 projects.

10 MS. ARMENTA: Objection. Calls for speculation.

11 THE COURT: Sustained. I'll strike the last
12 sentence.

13 MR. WATTERS: Yes, Your Honor.

14 The reasons for Lady Cannon's failure to deliver
15 even the microwave antenna are unknown. In any case, the
16 failure to deliver the fiber was a substantial burden on
17 me, because I had to use a mobile LTE hotspot and pay
18 overages.

19 I finally gave up in August 2020 and ordered
20 fiber Internet from AT&T, which cost half as much as the
21 6x7 fiber that never was delivered.

22 The fiber installed by AT&T was a very simple,
23 single fiber cable from a utility pole outside my office
24 to the rear of my office. The entire process took an AT&T
25 technician approximately two hours, about a week to ten

1 days after I placed the order.

2 As to the Cogent outage, I only discovered that
3 the connection at SF1 was furnished by Cogent and not by
4 6x7 when the 2020 outage happened, and there was a notice
5 on the Cogent website, and this prompted me to trace the
6 server IP address, which was actually on the Cogent
7 network. The 6x7 representative confirmed it was a Cogent
8 issue.

9 At no point did Lady Cannon ever disclose that my
10 Internet service at the cabinet was actually provided by
11 Cogent and not defendants. This was important because
12 Lady Cannon represented that there was diverse carrier
13 Internet at SF1, which means an outage of one carrier is
14 not supposed to take down the connectivity.

15 With my Internet at the cabinet being supposedly
16 provided by 6x7, it was not my obligation to specifically
17 request or order diverse fiber for my cabinet. 6x7 was
18 supposed to make whatever arrangements it had to make in
19 order to provide reliable Internet service with at least
20 99.99 percent uptime, or whatever the SLA said.

21 The service level agreement was not met, because
22 there were at least three outages just over a two- or
23 three-month period of 2020. There was the Cogent outage,
24 which was hours long; the PG&E outage, which was minutes
25 long; and the 450 Mission outage, which was hours long.

1 Collectively, those took down my server for more
2 than the agreed-upon downtime. Finally, I threw up my
3 hands in July of 2020.

4 On or about June 2nd, 2020, I proposed the
5 employment contract with defendants in the lengthy email
6 laying out the terms, which you saw in Exhibit 8.

7 So, I joined 6x7 as chief legal officer, as an
8 employee, retroactive to June 1st, 2020.

9 MS. ARMENTA: Objection. Calls for a conclusion
10 as to "employee."

11 THE COURT: What was -- what did the witness just
12 say?

13 MR. WATTERS: I said I joined as an employee
14 retroactive to June 1st.

15 THE COURT: I will overrule the objection, and I
16 will just take it as a lay statement and not as a legal
17 conclusion.

18 Go ahead, sir.

19 MR. WATTERS: According to her, Lady Cannon had
20 \$250,000 in a 6x7 bank account in June 2020. She later
21 admitted to me that all of those funds would be needed to
22 deliver services to customers rather than to pay
23 employees. Thus, Lady Cannon had no way to pay me or the
24 other employees at the time she made the promises.

25 Lady Cannon admitted on July 12, 2020, that she

1 could not remember what promises she had made to her
2 employees, and, further, she denied having any employees
3 at all. This would have surprised the 20 or so employees
4 of the company, including myself.

5 Lady Cannon --

6 THE COURT: You say "20"? Two zero?

7 MR. WATTERS: Twenty or so, yes. Twenty or so
8 employees.

9 Lady Cannon directed me to "unhitch" myself --
10 those are her words -- and the other employees, and I
11 didn't have any access to the 6x7 email system after July
12 2020, so I don't know the exact phrasing of that request,
13 but it was specifically to unhitch myself and the other
14 employees. I took that to mean to arrange for everyone to
15 be fired.

16 I asked Lady Cannon to cool off and think about
17 firing everyone hard before actually firing everyone, but
18 this was not resolved before my departure.

19 I believed all of the representations and
20 promises at the time they were made, and I had no reason
21 to doubt the defendants' representations and promises, nor
22 could I have discovered them through reasonable diligence,
23 because the information was all within defendants'
24 possession, custody, or control.

25 I suffered damages, which I indicated in my

1 opening, and I am seeking the benefit of the bargain on
2 the data center colocation, among the other claims.

3 On the breach of contract cause, I had a contract
4 with the defendants for the payment of wages, for a salary
5 by defendants to me for my services at the rate of
6 \$250,000 per year; although, I agreed to defer half of
7 that amount until the company met certain performance
8 metrics.

9 I performed my services as agreed, and I did all
10 or substantially all of the things I was supposed to do,
11 or I was excused from doing those things by the conduct of
12 the defendants.

13 The defendants never paid my wages, and in that
14 cause I seek the \$14,400 in wages, plus statutory
15 penalties and attorney's fees.

16 On declaratory relief, we had had a contract,
17 that is myself and defendants, had a contract for
18 colocation space, and the copies attached to -- Exhibit 7.

19 The contract was unilaterally modified by
20 defendants to place me in the San Francisco facility, even
21 though I had agreed and thought I was getting into the San
22 Mateo facility. I only agreed to the contract due to
23 defendants' fraud, as described above, or else misstates a
24 fact that I did not bear the risk of loss on.

25 I gave notice of rescission on July 29, 2020, but

1 this was never responded to by defendants.

2 That is Count 1 of declaratory relief.

3 Count 2, fiber Internet. We had a contract for
4 fiber Internet service at my office, which a copy is
5 provided, Exhibit 7. I only agreed to the contract due to
6 defendants' fraud and/or mistakes of fact that I did not
7 bear the risk of loss on.

8 I gave notice of rescission of this contract on
9 July 29th, 2020, but this was not responded to by
10 defendants and there was no refund.

11 Count 3, the sales representative agreement. We
12 had a sales representative agreement, no sales were made.

13 Count 4, residential fiber. We had a contract,
14 or at least I was quoted had agreed to for contract, for
15 the installation of fiber Internet at residence. I only
16 agreed to the contract due to defendants' fraud, or
17 mistakes of fact, as to which I did not bear the risk of
18 loss.

19 Count 5, VirtuaScribe Joint Venture. I and
20 defendants -- at least, I and defendant, Lady Benjamin
21 Cannon, had a joint venture contract to establish an
22 innovative online platform for experts to assist customers
23 with urgent problems and known as VirtuaScribe. A copy of
24 the contract is provided at Exhibit 14.

25 I only agreed to the contract due to defendants'

1 fraud or else mistakes of fact that I did not bear the
2 risk of loss on.

3 On the PAGA cause of action, wage theft/PAGA, I
4 seek a permanent injunction concerning the proper pay to
5 employees with the Private Attorney General Act, and any
6 other available penalties and remedies.

7 The fifth cause of action for theft was resolved
8 through a refund from my American Express, and so I'm
9 voluntarily dismissing the fifth cause of action.

10 Conversion, the sixth cause of action, duplicates
11 the breach of contract caused by essentially -- Lady Ben
12 took my \$5,000 deposit for the fiber Internet at my office
13 and never returned it and never delivered the fiber.

14 The seventh cause of action of Labor Code 2802,
15 reimbursement. I am voluntarily dismissing that cause.

16 The eighth cause of action, false advertising.
17 Through the representations on the website and the course
18 of conduct that I described, the defendants have falsely
19 advertised their products and services by making knowingly
20 false representations on their website as to the quality
21 of 6x7 facilities and features. Representations were
22 false and led me, and like other customers, to believe
23 that the products and services were drastically different
24 from what they actually are.

25 In reality, Lady Cannon was, quote,

1 "Bootstrapping a telecom company," those are actual words,
2 by tricking people into funding her vision, which she had
3 no way of accomplishing otherwise.

4 I believed the false advertising, and I suffered
5 actual damages, according to my prayer, which I will get
6 to.

7 Through the foregoing course of conduct on the
8 ninth cause of action, the defendants violated the Unfair
9 Competition Law, Business and Professions Code 17200.
10 This occurred through their violations of the Penal Code
11 and unlawfully charging money to my credit card, and also
12 committing wage theft in violation of the labor code and
13 violating the false advertising law of B&P, Business and
14 Professions Code 17500.

15 So, I would like to go over some comments about
16 Lady Benjamin's testimony, as well as the exhibits, and I
17 will get to my prayer, if that is acceptable, Your Honor.

18 THE COURT: Again, we are not arguing here.
19 You're just telling me and you are just stating facts.
20 Thank you.

21 MR. WATTERS: Okay. So, Exhibit 3, Exhibit 3 is
22 the email from Lady Ben responding to my initial
23 Craigslist inquiry. Lady Ben claimed that Exhibit 3 may
24 be forged or is forged, but she, at least, conceded that I
25 reached out seeking colocation services.

1 The email is not offered, Your Honor. This is a
2 printout from my email system. I received this email from
3 Lady Ben. It is actually what it purports to be. She
4 said what she said at the top of the document. She signed
5 it "Ben." She attached her data center features that were
6 represented to be -- being sold as a service.

7 You see my email at the bottom, where I say I
8 need colocation services. I reached out, and I received
9 this reply, and as a result of that I moved forward with
10 the colocation.

11 Not only that -- or, first, let me offer Exhibit
12 3, Your Honor.

13 THE COURT: Any objection?

14 MS. ARMENTA: No, Your Honor.

15 THE COURT: Exhibit 3 is admitted.

16 (Plaintiff's Exhibit No. 3 received into
17 evidence.)

18 MR. WATTERS: Let me turn to Exhibit 4, Your
19 Honor.

20 Exhibit 4, minus the Adobe PDF comment bubbles,
21 which are at the top half of the document.

22 THE COURT: Can you explain what you mean?

23 MR. WATTERS: Yes. I annotated the PDF document
24 with some comments, Your Honor, and those bubbles showed
25 up when I was printing the document. It is just for my

1 internal use.

2 THE COURT: What I have are simply two grey
3 squares, each approximately a millimeter to the side, with
4 no content visible.

5 MR. WATTERS: That's right, Your Honor.

6 THE COURT: Indicating that in some other place
7 there is a comment.

8 MR. WATTERS: That is correct.

9 THE COURT: You and I are looking at the same
10 thing?

11 MR. WATTERS: Yes, Your Honor. I simply
12 annotated the document for my own use and then,
13 unfortunately, the bubble showed up.

14 THE COURT: I understand. What are you telling
15 me Exhibit 4 is?

16 MR. WATTERS: This was attached to one of the
17 emails. I'm not sure if it was Exhibit 3, but it was one
18 of the emails I received from Lady Ben. This had the
19 representations concerning the data center features at
20 both locations, which are listed at the top of the
21 document, 5030 Third Street and 4 West Fourth Avenue.

22 So, my point is, this is the sheet that I was
23 sent representing the features of the data center in April
24 2018 when, in fact, neither data center existed and
25 certainly not in this configuration.

1 I considered these data center features very
2 important to me in deciding where to go for data center
3 services, because I could have gone with Digital Realty or
4 some other company that actually offered these services or
5 features, but because of the attractive price and the
6 opportunity, I decided to go with 6x7 based on these
7 representations.

8 So, just a couple of these to go over.
9 Essentially, these are important features that I desired
10 in shopping for data center space, Your Honor.

11 This was sent to me by 6x7 by way of Lady Ben. I
12 offer Exhibit 4.

13 MS. ARMENTA: Objection. Lacks foundation as to
14 date. He was unable to identify when it was.

15 THE COURT: He said April 2018. The objection is
16 overruled. Exhibit 4 is admitted.

17 (Plaintiff's Exhibit No. 4 received into
18 evidence.)

19 MR. WATTERS: Please turn to Exhibit 5, Your
20 Honor. Exhibit 5 is a brochure that was also attached to
21 an email sent to me by Lady Ben. I do not recall the
22 date, but it was in 2018, before I signed up for the
23 services.

24 These also show very desirable features,
25 including customer logos representing that these customers

1 were customers of 6x7 Networks.

2 So, just flipping through this brochure I was
3 intrigued by the offering and believed all these
4 representations. These also were very important features
5 that I desired in the data center offering.

6 The bio, I relied on that in terms of Lady Ben's
7 general qualifications, because this was someone I was
8 entrusting my equipment and future service to. So, I
9 believed everything that was said in the bio.

10 It turns out that the contractor license expired
11 in 2010 or was suspended due to unpaid judgments, as I
12 indicated earlier during Lady Ben's testimony.

13 MS. ARMENTA: Objection. Lacks foundation.

14 THE COURT: Sustained on that last sentence.

15 MR. WATTERS: On the last page -- sorry. On the
16 second page of Exhibit 5, it says that Mr. Cannon holds
17 three patents. I conducted a search this very morning.

18 THE COURT: You are looking at the second page of
19 Exhibit 5?

20 MR. WATTERS: Yes, Your Honor.

21 THE COURT: The one that says 6x7 Networks
22 Critical Systems on top?

23 MR. WATTERS: Yes, Your Honor.

24 THE COURT: Okay. Go ahead. Where?

25 MR. WATTERS: I conducted a patent search in

1 response to the representation on page 2 about Ms. Cannon
2 holding three patents.

3 THE COURT: That's not on page 2 of Exhibit 5.

4 MR. WATTERS: Page 2 of the bio, Your Honor,
5 second to the last page.

6 THE COURT: You are talking about the bio?

7 MR. WATTERS: Second-to-the-last page.

8 THE COURT: Where it mentions three patents?

9 MR. WATTERS: Yes.

10 THE COURT: Okay. Go ahead.

11 MR. WATTERS: I searched for patents under the
12 USPTO website today, and I did not find any patents under
13 Benjamin Cannon, at least the Benjamin P.D. Cannon that is
14 in court today. There is a Benjamin L. Cannon, who is in
15 Florida, who is unrelated.

16 MS. ARMENTA: Objection. Lacks foundation.

17 THE COURT: You mean it's hearsay?

18 MR. WATTERS: Hearsay, and lacks foundation.
19 Calls for expert opinion.

20 THE COURT: Sustained with respect to the
21 testimony regarding what was found on the USPTO website.

22 MS. CANNON: This may be out of order, but my
23 name is Lady Benjamin, and I do object to being called --

24 MR. WATTERS: I respectfully object to Ms. Cannon
25 talking when she has an attorney.

1 THE COURT: We will continue.

2 MR. WATTERS: I offer Exhibit 5, Your Honor.

3 THE COURT: I'm sorry?

4 MR. WATTERS: I offer Exhibit 5.

5 THE COURT: Any objection?

6 MS. ARMENTA: No objection.

7 THE COURT: Exhibit 5 is admitted.

8 (Plaintiff's Exhibit No. 5 received into
9 evidence.)

10 MR. WATTERS: Turn to Exhibit 6, Your Honor.

11 These are printouts. Well, the first one is a printout of
12 the 6x7 Networks web page as of approximately January of
13 2021. However, the web page is substantially identical to
14 what was online as of April 2018, or thereafter, and I
15 relied on the website when signing the contract for data
16 center services.

17 The photos show a pair of gleaming concrete
18 floors with generators under 2N redundancy, which was
19 represented that the 6x7 facility had that level of
20 redundancy.

21 The second page of Exhibit 7 -- sorry -- Exhibit
22 6 appears to be the inside of a data center. From my
23 subsequent experience of Digital Realty, where I had data
24 center services in Santa Clara, this is at that level or
25 above of Digital Realty, and I believe Lady Ben when she

1 says it's clip art -- or stock photos.

2 I also relied on this photo as representative of
3 Lady Ben's facilities before signing the contract,
4 although I don't have the specific date. The web page was
5 substantially similar in the late 2018, early 2019 time
6 frame when I signed the contract. The website is
7 currently offline.

8 I offer Exhibit 6.

9 THE COURT: Any objection?

10 MS. ARMENTA: No objection.

11 THE COURT: Exhibit 6 is admitted.

12 (Plaintiff's Exhibit No. 6 received into
13 evidence.)

14 MR. WATTERS: Turning to Exhibit 7, page 1 is the
15 Quotation, March 14, 2019, for the San Mateo data center
16 facility. This was a contract or quotation that I agreed
17 to, even though it's a copy, in particular, it's not
18 signed. I have no access to DocuSign, which the
19 defendants used to have the signatures done.

20 Starting on page 3 of Exhibit 7 is the Master
21 Service Agreement. This is the Master Service Agreement
22 that was provided by 6x7 and that I signed.

23 The Master Service Agreement -- I'm pretty sure
24 it incorporates, in quotations, but I'm not representing
25 that. In any case, this is one of the contracts, and

1 together with the quotations, I would consider this the
2 contract between myself and the defendants.

3 On the second-to-the-last page of Exhibit 7, a
4 quotation dated December 20, 2019, this is the contract
5 for fiber Internet at my office. As you can see, the key
6 terms are 1,000 megabit, 1,000 megabit, et cetera.

7 That is gigabit fiber Internet, and it was \$500
8 per month with NRC, and that's nonrecurring charges of
9 \$5,000. Install lead time -- by the way, a three-year
10 term. Install lead time, 45 days from executed contract,
11 "payment of NRC," and the first one is NRC.

12 I paid those amounts as you saw on Exhibit 9,
13 which is the invoices in December 2019. Therefore,
14 defendants had 45 days from December -- late December 2019
15 to install the fiber and it did not do so.

16 I offer Exhibit 7, Your Honor.

17 THE COURT: Any objection?

18 MS. ARMENTA: No, Your Honor. No objection.

19 THE COURT: Exhibit 7 is admitted.

20 (Plaintiff's Exhibit No. 7 received into
21 evidence.)

22 THE COURT: We are going to take a ten-minute
23 recess and get back to our list of documents. Let's take
24 ten minutes now, and we may take another break later on in
25 the afternoon, if anybody wants it.

1 THE COURT: Exhibit 8 is admitted.

2 (Plaintiff's Exhibit No. 8 received into
3 evidence.)

4 MR. WATTERS: Exhibit 9 is the sampling of
5 invoices I have received from 6x7. It just shows the
6 typical amount, which was \$800 per month, and it shows the
7 service that was being delivered, which was 42U, that is
8 42 rack units, locked cabinet, and a 10 gigabit connection
9 for \$800 per month.

10 The second page, the nonrecurring charges before
11 I got into the facility, which was \$2,300 on or before
12 November 17th, 2019, and I paid that NRC.

13 The third page is the -- which should be the
14 third page is the San Mateo office fiber, which I
15 indicated earlier, I also paid \$5,500 on or about December
16 21, 2019.

17 Then in January of 2020, the fourth page of
18 Exhibit 9, I think I included this to show that there is
19 30 amp power, 30 amp, 208 volt power with A&B drops, that
20 is redundant A&B power. I recall that was added to the --

21 THE COURT: That is the third page in my
22 volume.

23 MR. WATTERS: I'm sorry. I may have mixed up
24 pages 3 and 4.

25 THE COURT: If you want me to reorder what I have

1 here, I'd be happy to do it. The first page I have in
2 this set has invoice numbers 3, and then it goes -- the
3 next one is 4, and it goes 5, and then it goes 11.

4 MR. WATTERS: I see what happened, Your Honor.

5 11 invoice got added at the front, and that's why
6 it's the first one. If you could put that one at the
7 back, that would be great.

8 THE COURT: I'm looking at Invoice No. 11.

9 MR. WATTERS: Yes. That makes sense, because
10 that is toward the end of the arrangement.

11 THE COURT: Do those invoices represent any sums
12 of money that you paid that you didn't get service for?

13 MR. WATTERS: These particular ones do not.

14 THE COURT: Pardon?

15 MR. WATTERS: These do not represent anything
16 that I didn't get, so I did receive these services.

17 THE COURT: So, why are they here?

18 MR. WATTERS: Just to show the amount and the
19 style of invoicing, and the fact that I paid \$5,500 for my
20 San Mateo office, Your Honor.

21 THE COURT: This shows payment, but it doesn't
22 show payment for services not provided.

23 MR. WATTERS: Correct, Your Honor.

24 THE COURT: Got it.

25 MR. WATTERS: I offer Exhibit No. 9.

1 MS. ARMENTA: No objection.

2 THE COURT: 9 is admitted.

3 (Plaintiff's Exhibit No. 9 received into
4 evidence.)

5 MR. WATTERS: Exhibit 10, Your Honor. These are
6 a series of photos I personally took on or about July 29,
7 2020, for the first three photos.

8 On November 3, 2021, for the last photo, which is
9 the power receptacle.

10 At the time these photos were taken, they
11 accurately represented the condition and the configuration
12 of the facility. I took the pictures. There have been no
13 alterations.

14 I offer Exhibit 10.

15 MS. ARMENTA: Objection.

16 THE COURT: 10 is admitted.

17 (Plaintiff's Exhibit No. 10 received into
18 evidence.)

19 MR. WATTERS: I withdraw Exhibit 11.

20 Exhibit 12 is just the indication from my
21 American Express or a charge-back -- or the dispute was
22 resolved in my favor.

23 This is the letter I received, just a business
24 record from American Express. I offer Exhibit 12.

25 MS. ARMENTA: No objection.

1 THE COURT: Is Exhibit 12 relevant?

2 MR. WATTERS: Not extremely.

3 THE COURT: Pardon me?

4 MR. WATTERS: It's not extremely relevant, Your
5 Honor.

6 MS. ARMENTA: Your Honor, we think it's relevant,
7 because in the complaint the plaintiff asked for -- one of
8 the causes of action in the complaint has to do with these
9 charges, but we would offer to show that there are no
10 damages.

11 THE COURT: Well, if you want 12 in, we'll have
12 12. But the minutes should reflect, however, that Mr.
13 Watters, and correct me if I'm wrong, that you have
14 withdrawn one of your causes of action for theft, correct?

15 MR. WATTERS: Yes, Your Honor. I voluntarily
16 dismissed that because of it being resolved in my favor.

17 THE COURT: That is which cause of action?

18 MR. WATTERS: We just confirmed before, the fifth
19 cause of action.

20 THE COURT: The sixth?

21 MR. WATTERS: Fifth.

22 THE COURT: The fifth.

23 MR. WATTERS: Yes, the fifth.

24 THE COURT: As in "5."

25 MR. WATTERS: Yes.

1 THE COURT: All right. The minutes will reflect
2 that the fifth cause of action has been withdrawn by the
3 plaintiff.

4 So, we have -- 12 has been admitted.

5 MR. WATTERS: 13, Your Honor?

6 THE COURT: Thank you.

7 MR. WATTERS: 13 is the Secretary of State
8 California Registration for the Delaware entity, and that
9 was filed December 11, 2019, according to the file stamp.

10 My point with that is simply I installed my
11 equipment in the facility on or about December 8th, 2019,
12 and that was before the company was registered to do
13 business in California, so it was conducting business
14 prior to being registered with the Secretary of State.

15 I offer 13 -- or else judicial notice perhaps of
16 13 would be appropriate?

17 THE COURT: 13 is being offered into evidence,
18 any objection?

19 MS. ARMENTA: I -- yes, Your Honor. Lack of
20 authentication. I'd have to look at the original or see a
21 certified copy. I haven't cross-checked this.

22 THE COURT: The objection is foundation?

23 MS. ARMENTA: Foundation.

24 THE COURT: Sustained.

25 MR. WATTERS: May I ask whether the Court will

1 take judicial notice of this registration?

2 THE COURT: I won't do it orally. Judicial
3 notice has requirements under the Rules of Court. You
4 have to provide the item, the other side gets a chance to
5 respond. I suggest that we handle that after trial.

6 MR. WATTERS: Understood, Your Honor.

7 THE COURT: It may work out, but the other side
8 needs a chance to examine the document and respond to you.
9 They can't do it right this second.

10 MR. WATTERS: I understand, Your Honor.

11 Exhibit 14 is the Joint Venture Agreement for
12 VirtuaScribe. I would like to draw the Court's attention
13 to the fourth paragraph where it says: "This agreement is
14 not to be deemed a partnership agreement under the law."

15 Lady Ben and I were not business partners. I was
16 her employee for 42 days. So, I dispute that portion of
17 her testimony.

18 In addition, VirtuaScribe, Joint Venture
19 Agreement requires us to split costs equally, that didn't
20 happen. I incurred administrative cost for my support
21 personnel that I paid and I was never paid back for.

22 I offer Exhibit 14.

23 MS. ARMENTA: No objection.

24 THE COURT: 14 is admitted.

25

1 (Plaintiff's Exhibit No. 14 received into
2 evidence.)

3 MR. WATTERS: Exhibit 15 is the unlawful detainer
4 lawsuit by the property owner, Charles Jadallah, against
5 the defendants.

6 I am just offering this for the limited purpose
7 of showing that the defendants were in unlawful detainer
8 proceedings right around the time I was signing the
9 contract and prior to my install. After the install, they
10 were still in litigation until at least mid-2020.

11 Whether or not this case was settled, there was,
12 at least, one other case on the same -- essentially, the
13 same relief that resulted in an unlawful detainer judgment
14 in San Francisco County.

15 That is the November 3, 2021, incident that Ms.
16 Cannon and I were talking about earlier, where I attended
17 the eviction of the LLC from the premises, and I was
18 simply trying to serve process on Ms. Cannon.

19 I have not broken in or robbed her house or
20 robbed her, or terrorized Mr. Dhillon, or the other things
21 she claimed that I did.

22 I am an attorney based in Redwood Shores. I have
23 a family. I can't do that kind of thing, nor would I. I
24 was attending the eviction for the purposes solely of
25 serving process on Lady Ben, if she had been there. She

1 was not. The sheriff's deputies conducted the eviction,
2 and I took the picture of the power receptacle. That's
3 about it.

4 I would like to offer 15 for the limited purpose
5 of showing the unlawful detainer proceedings.

6 THE COURT: Any objection?

7 MS. ARMENTA: No objection.

8 THE COURT: 15 is admitted.

9 (Plaintiff's Exhibit No. 15 received into
10 evidence.)

11 MR. WATTERS: There is also a loose --

12 THE COURT: Pardon me?

13 MR. WATTERS: There is a loose exhibit, and that
14 is Exhibit 16, which is a packet of Digital Realty and
15 Cogent invoices. That is it, Your Honor.

16 THE COURT: Is this the first page, it says:
17 Total \$65,755.30?

18 MR. WATTERS: 65 thousand --

19 THE COURT: On the first page, and it's about,
20 what...?

21 MR. WATTERS: It's about 48 pages.

22 THE COURT: Forty-eight pages or something.

23 MR. WATTERS: Something like that.

24 THE COURT: This is Exhibit 16?

25 MR. WATTERS: Yes, Your Honor.

1 THE COURT: Thank you.

2 MR. WATTERS: Let me explain this packet. So,
3 when I removed my equipment from Lady Ben's facility, I
4 ended up procuring replacement services that commenced in
5 February of 2021 at Digital Realty's Santa Clara facility,
6 and the amounts on page 1 are what I paid, in total,
7 Digital Realty, as well as Cogent, for my replacement
8 services.

9 I paid Digital Realty and Cogent the total sum of
10 \$65,755.30 over a two-year period.

11 Digital Realty was \$29,498.16. Cogent was
12 \$36,257.14.

13 Now, these figures for replacement services were
14 for one cabinet in the Digital Realty facility with true
15 A&B power and Cogent Internet service at the 10 gigabit
16 level. In other words, comparable services to what I was
17 represented would be delivered by 6x7.

18 The difference is Digital Realty had all of the
19 features that 6x7 had represented to me 6x7 had. Digital
20 Realty had all the redundant power and connectivity and
21 generators and everything, remote hands, NOC operation
22 center, 24x7 access. Those were the things that were
23 considered important, and I was only able to obtain them
24 for approximately \$2,200 per month, the delta of \$1,400
25 per month, times the five-year term of my contract with

1 6x7, which is what I considered the benefit of my bargain
2 with 6x7 Networks.

3 THE COURT: This first page has the word,
4 "Raellics." Is that Cogent?

5 MR. WATTERS: That's Raellics Systems. That's my
6 dba. It's an individual dba for me. You will see in
7 Cogent contracts, it says Raellics Systems, and then my
8 former office address in San Mateo.

9 THE COURT: Okay.

10 MR. WATTERS: If you go to the second half of the
11 packet, you will see that Cogent invoices for Raellic S,
12 00001, that is the first connection I had with Cogent, and
13 it says Raellic Systems, which is my dba.

14 THE COURT: Okay.

15 MR. WATTERS: Okay. So, just a sample, if you
16 turn to the first Digital Realty invoice, that is on the
17 third page of Exhibit 16. You will see that I have a full
18 cabinet, although this one was 45 rack units instead of
19 42. It's not a substantial difference between a 42 unit
20 rack and a 45 unit rack. They all had -- they have all 45
21 unit racks at that location. It's just a slightly larger
22 cabinet. Full cabinet, 20 amp, 208 volt power, and
23 there's a primary circuit and a redundant circuit, that is
24 A&B power, and I had a power commit. It was -- I believe,
25 it was 3.4 kilowatts, and then there was a monthly

1 recurring charge for a cross connect that I had to get
2 with Cogent listing on. Basically, I owed Digital Realty
3 about \$1,018 per month for the cabinet and comparable
4 services.

5 Then Cogent was \$1,200 a month for a 10 gigabit
6 dedicated line, replacement services for what I was sold
7 by 6x7. This packet represents what I actually paid to
8 replace the services that I was represented to receive
9 from 6x7. These are all invoices I received from Digital
10 Realty and Cogent.

11 I offer 16.

12 MS. ARMENTA: Objection. Foundation as to
13 payments.

14 THE COURT: Speak right into the microphone.

15 MS. ARMENTA: I'm sorry. They appear to be
16 invoices, not reference to payment.

17 Secondly, there is no foundation as to the
18 Raellics Systems being identical in person to plaintiff in
19 this case. This appears to be billed to a business, and
20 there has been no evidence or foundation laid to equate
21 Raellics to plaintiff.

22 THE COURT: He said so, so I'll overrule the
23 objection.

24 MR. WATTERS: Thank you, Your Honor.

25 That is it for the exhibits, but let me go over a

1 few things that --

2 THE COURT: Are you moving 16 into evidence?

3 MR. WATTERS: Yes, Your Honor. I believe you
4 said it was overruled and are admitting?

5 THE COURT: Any objection, other than what we've
6 discussed?

7 MS. ARMENTA: No, that is it, Your Honor.

8 THE COURT: 16 is admitted.

9 (Plaintiff's Exhibit No. 16 received into
10 evidence.)

11 MR. WATTERS: All right. Turning back to Lady
12 Ben's testimony, she testified that a week before
13 installing my equipment, I went on a tour of the building,
14 that's not true.

15 I met Lady Ben for the first time when I was
16 installing my equipment in December of 2019.

17 As I indicated earlier, I was -- I wasn't
18 surprised, but I was not aware that Lady Ben was in
19 transition, and I never met her before, so that's not
20 true.

21 Lady Ben testified that right from the get-go,
22 and emails and phone calls, I wanted to be her sales rep,
23 That's not true.

24 I reached out for colocation space, which was my
25 actual need in April of 2018, and only after I had been a

1 customer for at least five or six months did it arise that
2 it was possible I could sell 6x7 services on its behalf.
3 I only did so, because I thought it had potential at that
4 time. I didn't know most of the important things I know
5 now.

6 Lady Ben said that I was her business partner in
7 6x7, and then said I promise to be your business partner
8 in 6x7, neither of those things are true. Lady Ben was
9 not offering any equity or stock options of any kind, and
10 I think you will see that documented in my email, Exhibit
11 8, which is in evidence. Where I indicate: Since you are
12 not doing stock options, I propose a base salary.

13 So, there was no interest or -- strike that.

14 There was no reward or incentive to be a business
15 partner in 6x7, nor would I have agreed to that without
16 seeing the financials, so that is not true.

17 Lady Ben testified that it was my breaches of
18 contract with the colocation that caused her to not
19 install the Internet in my -- my fiber Internet in my
20 office, that's not true.

21 If she is referring to the rescission that I
22 indicated of my colocation agreement based on her fraud,
23 that was at the seven-month mark after the fiber was due
24 to be installed in or around January 2020, and it was then
25 July of 2020 the fiber still had not been installed, so I

1 rescinded my contracts and she had no excuse not to
2 deliver the fiber.

3 Lady Ben testified that I tried to have her
4 committed to a mental hospital, that's not true.

5 What happened was in June of 2020, Lady Benjamin
6 gave me her power of attorney and Mr. Dhillon, Kar
7 Dhillon, her power of attorney to try to manage the
8 business of 6x7 while Ben was in the hospital.

9 As I indicated, the business practically ground
10 to a halt when Ben was in the hospital, Lady Ben was in
11 the hospital, because Lady Ben was the key person who had
12 all the information, and more importantly all the payment
13 methods, such as credit cards to keep the Google work
14 space, or G Suite subscription running. So, the emails
15 were getting bounced back, because the subscription wasn't
16 being paid.

17 So, in an effort to help the company, Mr. Dhillon
18 and myself had Lady Ben's power of attorney while she was
19 in the hospital.

20 I have at no time tried to have Lady Ben
21 committed to any type of facility. I am aware that she
22 has personal health challenges and that have resulted in
23 hospitalizations, but I have not done anything to require
24 her or involuntarily commit her in any fashion.

25 Concerning the purported acceleration of my \$800

1 per month colocation agreement, I'm not sure there is an
2 acceleration clause in the MSA, Master Service Agreement,
3 but, if there is, then the fraud and other experiences
4 that I have in 6x7 surely negate that remedy.

5 Lady Benjamin mentioned several employees, Kar
6 Dhillon, Beo Nguyen, Alex Verbeck, Chris Kuiper, as well
7 as Pascal, and then referred to all of her assistants.

8 At the time of the relevant incidents and events,
9 there were approximately 20 employees of 6x7 Networks, and
10 the administrative staff and the other employees were in a
11 state of dysfunction due to Lady Ben's health situation,
12 as well as the fact that they were not getting paid, at
13 least fully paid.

14 Lady Ben admitted to me that she only had in a
15 6x7 bank account the \$250,000 that I mentioned earlier,
16 and those were needed to do service turn-ups (sic) for
17 customers and not to pay employees. That's what prompted
18 the employees' conversation.

19 In terms of the funding opportunity, as I
20 indicated earlier, the total contract value of Lady Ben's
21 contracts she sought to borrow against TCV of the
22 contracts in order to finance 6x7's operations, and I
23 wasn't an unwilling participant in that, in that I pitched
24 the venture to clients and other persons in my network
25 based on Lady Ben's representations, which also turned out

1 to be untrue.

2 That is it, Your Honor.

3 THE COURT: Thank you. Are you ready for
4 cross-examination?

5 MS. ARMENTA: Yes.

6 THE COURT: We will have cross-examination.

7 MR. WATTERS: Should I go to the witness stand,
8 Your Honor?

9 THE COURT: Are you comfortable with him being
10 there? He has access to some documents, but if it is your
11 style to have him up here, I'm perfectly happy to
12 accommodate you.

13 MS. ARMENTA: I think I would rather have him up
14 there.

15 THE COURT: All right. Sir, if you could just
16 join us on the witness stand, and remember you are still
17 under oath.

18 (Remarks outside the record.)

19 THE WITNESS: There is a binder up there, right?
20 I will take this.

21 THE COURT: It is tempting, but why don't you
22 bring your own documents with you.

23 MR. WATTERS: Thank you, sir.

24 THE CLERK: I'm sorry, Judge. The ones on the
25 witness stand are to be considered to be originals, so he

1 should probably use those.

2 THE COURT: Why don't you use these up here. Do
3 you have any notes there that you have?

4 MR. WATTERS: I will bring my notes.

5 THE COURT: If you take your notes, you will have
6 to show it to the other side if they ask to see it, but
7 come and join us right up here.

8 CROSS-EXAMINATION

9 BY MS. ARMENTA:

10 Q. Mr. Watters, when was it that you first began
11 providing legal services for either 6x7 or Lady Benjamin?

12 A. Approximately, June 1st, 2020.

13 Q. Who was your client? Was it Lady Benjamin, or
14 6x7, or both?

15 A. 6x7 Networks LLC.

16 Q. You testified earlier that you did a lot of
17 personal things for Ms. Cannon, including -- concerning
18 her hospital stays and the like.

19 Were you also representing her in her personal
20 capacity?

21 A. Not unless it involved 6x7 Networks LLC as an
22 ancillary corporate matter. I could give you an example,
23 if you'd like.

24 Q. In your complaint and in your testimony, sir, you
25 said in both places that it was, "B-E-N" who needed legal

1 services, is that a misstatement?

2 A. No. Lady Ben needed legal services as it related
3 to her company, 6x7 Networks LLC.

4 Q. So, is the work you were doing for her with
5 regard to her hospital stay for her company?

6 A. I didn't do any work for her on behalf of her
7 hospital stay. I didn't do any work for her in a personal
8 capacity regarding a hospital stay, that was solely a
9 power of attorney.

10 Q. Was the power of attorney limited to matters
11 involving 6x7?

12 A. I don't recall the precise terms, but I believe
13 that to be the case.

14 Q. And, at some point later, you entered into a
15 Joint Venture Agreement with Ms. Cannon individually,
16 which is Exhibit 14, correct?

17 A. Yes.

18 Q. You certainly understood that Ms. Cannon was, if
19 not the sole shareholder, but at least a principal of 6x7
20 Networks, correct?

21 A. I considered 6x7 Networks and Lady Ben
22 inseparable.

23 Q. You also testified that Exhibit 8, the email we
24 saw, the only written documentation of what you say is an
25 employee agreement, is that correct?

1 A. That's what I recall, yes.

2 THE COURT: You just don't have to speak that
3 quickly. The extra seconds that you spend here would be
4 fine. Okay. Thank you.

5 Go ahead, ma'am.

6 BY MS. ARMENTA:

7 Q. So, at any time, did you provide Ms. Cannon or
8 your client, 6x7, a notice under the then operative Rule
9 of Professional Conduct 3-310 concerning doing business
10 with a client?

11 A. I guess since Lady Cannon was not my client, I
12 did not make that disclosure.

13 Q. So, the reason you didn't make the disclosure and
14 obtain Inform or Consent under 3-310 is because for the
15 purposes of compliance with the Rules of Professional
16 Conduct, you viewed them as separately, Lady Benjamin and
17 6x7, is that correct?

18 A. That's generally correct. There's a rule that
19 relates to that with ancillary court matters dealing with
20 the corporate officer.

21 Q. When -- you said you became an employee of 6x7 in
22 early June of 2020, is that correct?

23 A. Yes.

24 Q. Did you notify the State Bar that your address
25 and record had changed? Did your record with the State

1 Bar change in June of 2020?

2 A. No.

3 Q. Did you notify your law practice carrier that you
4 were then employed as an employee for an LLC?

5 A. I don't recall.

6 Q. Did you carry malpractice insurance in June of
7 2020?

8 A. Yes.

9 Q. You had other cases pending in which you were
10 counsel of record in June of 2020, correct?

11 A. You are referring to other cases with 6x7?

12 Q. Other cases for other clients.

13 A. You are referring to my law practice, in general?

14 Q. Yes.

15 A. I had many cases pending in June of 2020.

16 Q. So, in June of 2020, you had an active law
17 practice, is that correct?

18 A. Yes.

19 Q. You had employees, is that correct?

20 A. Yes.

21 Q. Okay. Did you ever sign an I-9 form for 6x7,
22 showing that you had the legal eligibility to work in the
23 United States?

24 A. I don't think so.

25 Q. Did you ever sign any document indicating what

1 your payroll withholdings would be with respect to any
2 salary coming out of 6x7?

3 A. I don't think I did that, no.

4 Q. Did you ever provide 6x7 any payment information,
5 such as, say, a direct deposit form or anything of the
6 like, showing where your paycheck would be deposited?

7 A. I don't think so.

8 Q. Did you ever complete any documentation with
9 respect to a payroll company, such as ADP, or the like,
10 for the payment of any salary for this purported
11 employment agreement?

12 A. No.

13 Q. Let me look at Exhibit 8. Turn to Exhibit 8,
14 please.

15 A. Sure.

16 Q. One of the things you mentioned earlier was that
17 you had some concerns about the facility in San Francisco
18 not being secure.

19 Let me have you take a look at Exhibit 8. In the
20 email portion where you write on June 2nd, 2020, at 4:19
21 p.m., the first full paragraph, could you look at the
22 description of duties, please.

23 A. I am looking.

24 Q. Okay. Wasn't one of your duties handling
25 infrastructure security?

1 A. That is written there and that is, I guess, I
2 assume correct.

3 Q. So, you agreed to perform that task as of June
4 2nd, 2020, correct?

5 A. Handling infrastructure security, yeah, I agreed
6 to that.

7 Q. You agreed to supervise the company's legal
8 affairs, correct?

9 A. Yes.

10 Q. You said you never formalized this agreement
11 between you and 6x7 into anything else more formal,
12 correct?

13 A. I'm pretty sure this is it, Exhibit 8.

14 Q. You said before that the agreement to defer
15 salary was illegal, and on what basis did you say that?

16 A. My recollection of the labor code prohibits
17 employees from agreeing to defer their compensation in any
18 way.

19 Q. Prohibits employees, is that what you said?

20 A. That's right.

21 Q. Yet you, knowing that provision of the labor
22 code, voluntarily entered into an agreement that violated
23 the labor code, is that right?

24 A. Yes, that's right.

25 Q. Did you, in writing, ever explain to Ms. Cannon

1 or anyone at 6x7 that the agreement that had been
2 structured here was in violation of the California labor
3 code?

4 A. I'm required to assert the privilege, since I was
5 6x7's attorney for that limited period of time, to answer
6 your question, embraces that privilege.

7 MS. ARMENTA: Do you waive the privilege, Ms.
8 Cannon?

9 MS. CANNON: Happily.

10 MS. ARMENTA: 6x7 will waive the privilege.

11 THE COURT: Let me show the record is clear. Ms.
12 Cannon is in the courtroom. She just has been asked by
13 her trial counsel if she waives the privilege, and your
14 answer, ma'am, is?

15 MS. CANNON: I will happily waive the privilege,
16 Your Honor.

17 THE COURT: She waives the privilege.

18 THE WITNESS: Okay. So, I advised Lady Cannon
19 that what she was doing was illegal.

20 BY MS. ARMENTA:

21 Q. Where is that in Exhibit 8, sir?

22 A. It's not in Exhibit 8. It's in separate emails
23 that I sent her.

24 Q. So, you are saying that there is some other
25 writing in which you advised Ms. Cannon that the terms of

1 employment, which you authored, were illegal, is that
2 correct?

3 A. I was actually referring to the overall
4 employment situation with the employees. It's in an email
5 I sent to Ms. Cannon.

6 Q. I am talking about something very specific. I'm
7 talking about your agreement to defer income, which you
8 told us you believed was illegal, so my question for you
9 is: Did you ever advise Ms. Cannon or 6x7 that the
10 agreement that you drafted here, that is shown in Exhibit
11 8, to defer employment income was illegal?

12 A. I did not specifically address my contract. It
13 was embracing all the employees' arrangements.

14 Q. So, you certainly understand that one of the
15 things to try to get to paid wages, your cause of action
16 for wages is the enforcement of an agreement that you
17 understand the terms of which were illegal under the
18 California labor code, correct?

19 A. That's a fair reading.

20 Q. All right. Now, you also sued for fraud
21 concerning certain representations that you explained to
22 us, so let's focus on that for a moment.

23 I would like you to look at the -- we will call
24 it the Craigslist email, if you will, Exhibit 3.

25 A. Okay. Go ahead.

1 Q. You indicated to us that the description that is
2 contained on Exhibit 3 were the features that you
3 expected -- that Ms. Cannon was representing that 6x7 had,
4 did I get that right?

5 A. Yes.

6 Q. Yet, you can see that the very first line of the
7 email, where it says: We haven't officially launched yet,
8 so no site. Do you see that first sentence?

9 A. Yes.

10 Q. That sentence, as far as you testified, that
11 would have been something offered by Ms. Cannon,
12 correct?

13 A. You are referring to the email?

14 Q. The words that say: We haven't officially
15 launched yet, so no site, correct?

16 A. She would have written that, yes.

17 Q. According to your testimony, this is a true and
18 correct copy of the email and those are true and correct
19 copies of her words, correct?

20 A. That's right.

21 Q. Now, you also said that you entered into a
22 contract on -- let's see -- June of 2020 for colocation
23 services, is that correct?

24 A. March 2019.

25 Q. March 2019. You didn't actually pay any money

1 then, did you?

2 A. At the time I entered the contract, I don't
3 believe I paid anything at that moment.

4 Q. When did you first pay any money to 6x7?

5 A. When the first invoice came, which I believe was
6 November of 2019.

7 Q. What contract did you enter into in 2020?

8 A. That would have been the fiber Internet at my
9 office.

10 Q. You said that you didn't -- did you get those
11 services?

12 A. I never got those services.

13 Q. Those services then were transferred to San
14 Francisco, is that right?

15 A. No. It's the colocation was switched to San
16 Francisco. The fiber Internet was for my office in San
17 Mateo.

18 Q. When you entered into the colocation San
19 Francisco, you said one of the things that you were
20 claiming was that that center didn't actually have the
21 features that were represented, is that correct?

22 A. That's correct.

23 Q. And that center did not look like the pictures on
24 6x7's website, correct?

25 A. That's right.

1 Q. And based on that you entered into that agreement
2 in mid-2020, correct?

3 A. In March 2019.

4 Q. But the one that you entered into in 2020 --

5 A. Was the fiber Internet contract.

6 Q. For...?

7 A. For fiber Internet in my office.

8 Q. What did you enter into in 2020, the fiber
9 Internet?

10 A. There was the fiber Internet in or about January
11 2020.

12 THE COURT: Slow down.

13 THE WITNESS: Sorry. There was the fiber
14 Internet in or about January of 2020, and there was the
15 employment agreement in, approximately, June 1st, 2020,
16 and there was the sales rep agreement at some point. I
17 don't recall the sales rep agreement date.

18 BY MS. ARMENTA:

19 Q. Why did you enter into any agreement with 6x7 at
20 any time in 2020, if you had already been -- already had
21 been to see the facility in December of '19 and discovered
22 that the facility did not look like what you thought it
23 would look like?

24 A. Two reasons; number one, at the time I didn't
25 have knowledge of what a data center was supposed to look

1 like; and, two, because of Lady Ben's constant
2 representations that the facility would be improved.

3 Q. Let's talk about the first one first. You may
4 not have known what a data center is supposed to look
5 like, but what you said is it didn't look like the
6 pictures on the website, correct?

7 A. That's correct.

8 Q. You don't need to see a data center to know that
9 the pictures on the website were not consistent with what
10 you saw yourself with your own eyes in December of '19,
11 correct?

12 A. I don't understand your question.

13 Q. You saw the facility in December of 2019,
14 correct?

15 A. Yes.

16 Q. And you saw, at that time, it was not consistent
17 with the photographs?

18 A. Correct.

19 Q. You nevertheless entered into more business
20 arrangements with 6x7 during 2020, correct?

21 A. That's correct.

22 Q. You are not claiming damages for the \$800 a month
23 that was charged to your American Express card, are you?

24 A. Those charges were reversed, that's not an
25 issue.

1 Q. Now, when you sent that email that you read out
2 loud here on July 29, 2020, I think it said in that email
3 you had already removed your equipment on that day,
4 correct?

5 A. Correct.

6 Q. I think you also said that Ms. Cannon was in the
7 hospital still, correct?

8 A. Around that time. I'm not sure if she was still
9 there or not. Probably not.

10 Q. Well, you would have known at the time, because
11 you had power of attorney in order to handle her business
12 affairs, correct?

13 A. I would have known at the time. I can't recall
14 the exact dates of her hospitalization right now.

15 Q. Prior to July 29, 2020, when you offered that
16 email in order to remove the equipment, did you provide
17 6x7 any notice that you were going to be terminating your
18 relationship in that manner?

19 A. I told Lady Ben in the email that I was
20 suspending my services.

21 Q. You did it on the very same day you removed the
22 equipment, correct?

23 A. Actually, no. I suspended my services as chief
24 legal officer due to the payment issue, and then Lady
25 Ben's promises that -- Lady Ben could not recall the

1 promises to other employees. I suspended my services, and
2 then a couple weeks later I took my equipment out.

3 Q. Okay. So, let's make sure we get this right.
4 When did you suspend your legal services to 6x7?

5 A. On or about July 12, 2020.

6 Q. Part of what you are claiming here is the moneys
7 that you say you, Andrew Watters, were not paid for the
8 legal services you provided, correct?

9 A. Employee.

10 Q. You say you were an employee, but they were for
11 legal services, right?

12 A. Correct.

13 Q. Did you ever provide 6x7 a notice to client of
14 the right to arbitrate as required under the California
15 Business and Professions Code?

16 A. I did not provide the notice. I don't think I'm
17 required to as an employee.

18 Q. We have a question of whether you are an employee
19 or not, so let's find that out. You said that in your
20 Exhibit 8 -- let's see.

21 In Exhibit 8, it indicates that you had worked 20
22 hours per week maximum and 90 percent of which shall be
23 remote. That was what you drafted, correct, about the
24 structure of this relationship?

25 A. Yes.

1 Q. And did you ever have Lady Benjamin go to your
2 remote location and supervise in any way during that time
3 period for which you seek wages?

4 A. Not for supervision.

5 Q. Did Lady Benjamin or 6x7 provide you with a
6 computer or a laptop to perform your services as chief
7 legal officer?

8 A. No.

9 Q. Did she so much as give you a pen?

10 A. I don't think so. She gave me an email account,
11 that's about it.

12 Q. An email account. All right.

13 You said there were other employees that you
14 brought in in order to provide the services for 6x7,
15 correct?

16 A. That's right.

17 Q. Who paid those?

18 A. I paid for those.

19 Q. You, Andrew Watters, or the Andrew Watters -- or
20 whatever your law firm is?

21 A. It's an individual proprietorship. It's me and
22 the law firm. You will see it in Exhibit 11.

23 Q. I see. Did you have other employees at the time
24 or were those the only two?

25 A. Those were the only two employees. It was Lauren

1 and Lizbeth.

2 Q. Who supervised those two employees?

3 A. I did.

4 Q. Did you provide them a W-2 or paid them in some
5 other fashion?

6 A. W-2.

7 Q. Who provided them the incidence of employment,
8 such as desk, phone, computer, is that you or 6x7?

9 A. They primarily worked in my office, so I provided
10 those items.

11 Q. When you say "my office," what do you mean by
12 that?

13 A. At the time, I was in San Mateo at 118 South
14 Boulevard, which is a small ground floor walk-up law
15 office, and I have since moved from that location.

16 Q. Did you ever fill out a Workers' Compensation
17 census to make sure that you were included on 6x7's
18 Workers' Compensation history as an employee?

19 A. No.

20 Q. As the chief legal officer, who is supervising
21 the company of legal affairs, did you ever participate in
22 the census for the Workers' Compensation insurance?

23 A. I don't think so.

24 Q. Did you ever contact any of the insurers for 6x7
25 and let them know that 6x7 had a chief legal officer at a

1 remote location?

2 A. It came up a few times with legal matters that I
3 was handling for the company, that I emailed -- like a
4 bond company, for example, to try to resolve an issue with
5 the contractor's license, and then there would be
6 communications like that.

7 MS. ARMENTA: Move to strike as nonresponsive.

8 THE COURT: Overruled. I think he's trying to
9 respond.

10 You're telling us you did have such
11 communications?

12 THE WITNESS: I believe that's what such
13 communications were with insurance companies.

14 MS. ARMENTA: Let me try again.

15 Q. So, as chief legal officer, did it come to your
16 attention that 6x7 carried, for instance, liability
17 insurance?

18 A. I was not privy to those discussions.

19 Q. Did it come to your attention that it carried
20 any, let's say, renter's insurance or property liability
21 insurance?

22 A. I'm not aware of any of that.

23 Q. What about any kind of employment insurance?

24 A. I'm not aware.

25 Q. At the time that you say you acted as chief legal

1 officer, you also had multiple other business ventures at
2 your office in San Mateo, is that correct?

3 A. That's true.

4 Q. Did 6x7 pay your telephone bill for your office
5 in San Mateo?

6 A. No.

7 Q. Did 6x7 pay for your cell phone bill for your
8 office in San Mateo?

9 A. No.

10 Q. Did 6x7 provide you any vacation pay, sick pay,
11 or accruals or any of the like?

12 A. No.

13 Q. Were there any employment benefits whatsoever
14 provided to you at all by 6x7?

15 A. No.

16 Q. When you became chief legal officer, did you
17 provide any advice about the propriety of providing
18 benefits to an employee such as yourself?

19 A. I'm required to assert the privilege.

20 Q. Which privilege would that be?

21 A. 6x7 and me, attorney-client privilege.

22 Q. Okay. Excuse me.

23 MS. ARMENTA: Ms. Cannon, do you waive the
24 privilege?

25 MS. CANNON: Yes, I happily waive the privilege.

1 Yes.

2 MS. ARMENTA: Your Honor, I consulted with Ms.
3 Cannon in the courtroom, and she will waive the privilege
4 to that question.

5 THE COURT: I saw that and heard that.

6 The privilege is waived. You can go ahead and
7 answer the question.

8 THE WITNESS: Yes. I, at least several times,
9 and at least once by email, cautioned Ms. Cannon about her
10 treatment of employees that it was against the law.

11 BY MS. ARMENTA:

12 Q. I didn't see that -- do you happen to have any
13 email like that with you?

14 A. I am sure I can pull it up on my computer, but I
15 don't have it printed out as an exhibit.

16 Q. I see. So, you, however -- let's make sure we
17 understand. You didn't receive any benefits of any kind
18 when you were working, supposedly, as chief legal officer,
19 correct?

20 A. Not supposedly, but I see your point. Yes, I did
21 not receive any benefits.

22 Q. In fact, you kept time -- I don't know if you
23 kept them at the time, but why don't you turn to Exhibit
24 11 in your book, please.

25 A. Sure. I'm there.

1 Q. So, we are looking at Exhibit 11, which is a
2 number of pages in the -- they look like time records.
3 Are these time records of the time that you spent as chief
4 legal officer?

5 A. These are my employees' time entries on my portal
6 for my timekeeping.

7 Q. These are of your employees, not of you?

8 A. Correct.

9 Q. Okay. Thank you for that clarification.

10 So, in the one, two -- the third entry on the
11 first page where it says: Onboarding of new employee,
12 Lizbeth Guatemala. Above, it says: Staff: LT. That
13 time entry is for whoever is -- the initials LT?

14 A. Yes.

15 Q. Who is that?

16 A. Lauren Tantriella, a former employee.

17 Q. Okay, understood. So, did you keep time records
18 for your time, sir?

19 A. I can't recall specifically keeping time records
20 for my 6x7 time.

21 Q. Now, I noticed, Mr. Watters, that when you were
22 testifying on direct, your testimony was very familiar. I
23 read it before. Where do you have that testimony posted,
24 sir?

25 A. I have a website on my hall of shame devoted to

1 6x7 Networks and Lady Benjamin.

2 Q. So, you have a website on your andrewwatters.com
3 website, what you read today has been publicly posted on
4 your website, correct?

5 A. Essentially, yes.

6 Q. There are a number of people that are in the
7 Andrew Watters hall of shame, and Lady Benjamin is one of
8 the people that you talk about in that hall of shame, is
9 that right?

10 A. That's correct.

11 Q. So, for instance, you have got an ex-girlfriend
12 up there, you have got a landlord up there, all sorts of
13 people that may have crossed your path, is that right?

14 A. Yes. In fact, your co-counsel is on there, as
15 well.

16 Q. Oh, and my co-counsel is on there. Am I on
17 there?

18 A. Not yet.

19 Q. Okay. All right. So, now, after your
20 relationship with 6x7 ended on July 29, 2020, was it after
21 that that you posted the hall of shame recitation about
22 Ms. Cannon?

23 A. Yes, the date is on there.

24 Q. Did you ever call the ethics hotline of the State
25 Bar to talk about the privacy of postings, something like

1 that, about your former client and what impact it could
2 have on the duty of loyalty?

3 A. I don't recall.

4 Q. Had you considered that question?

5 A. I think I considered that a while back, but I
6 don't have any record or inquiry.

7 Q. Do you have any other in the hall of shame, sir?

8 A. No.

9 Q. Now, is it true that when it came to the unlawful
10 detainer case, you were never counsel of record in that
11 case, correct?

12 A. Are you referring to Jadallah's unlawful
13 detainer?

14 Q. I'm referring to -- yes, the unlawful detainer
15 that is admitted as Exhibit 15, sir.

16 A. I was not counsel of record.

17 Q. Yet, you did attend an incident in -- I believe
18 it's November of -- help me with the year, is it '20 or
19 '22?

20 A. November 3rd, 2021, was the eviction of the LLC
21 from the premises pursuant to judgment.

22 Q. So, you just happened to be walking by the
23 building that day, even though you are not counsel of
24 record?

25 A. No. I knew it was happening. I just had to

1 serve the process.

2 Q. Isn't it true, Mr. Watters, that you just didn't
3 decide to serve her with process, but that you reached out
4 to Mr. Jadallah when you saw there was a lawsuit against
5 one of your featured persons in the hall of shame, isn't
6 that right?

7 A. At some point, Mr. Jadallah and I contacted each
8 other, and I don't know who initiated that.

9 Q. It is your practice, is it not, to reach out to
10 lawyers and people associated with Benjamin Cannon and
11 tell them all the things you told the Court today that are
12 listed in the hall of shame, isn't that true?

13 A. No, I don't proactively reach out to people.
14 They usually find me.

15 Q. You don't reach out to people? They approach
16 you, is that right?

17 A. I generally do not reach out to people with the
18 website link.

19 Q. But certainly you have done that? You have
20 reached out to people and tried to attack Ms. Cannon,
21 haven't you done that?

22 A. I don't know if attack is the right word, but I
23 may have reached out a few times to people with a link.
24 They generally find me, as I indicated.

25 Q. Did you reach out to Ms. Cannon's former lawyers

1 in the unlawful detainer case named Daniel Berko and
2 Carlos Jato?

3 A. I think they are -- I recall discussing the case
4 with them at some point, but I don't recall the substance
5 of those conversations.

6 Q. Didn't you actually provide them your lengthy
7 write-up on Ms. Cannon?

8 A. Probably.

9 Q. In an effort to disrupt her attorney-client
10 relationship with her attorneys?

11 A. The intent was not to disrupt, ma'am, it was to
12 inform.

13 Q. To inform? Your attempt was not to -- your
14 intent was not to warn attorneys about Ms. Cannon and to
15 ask them -- or suggest that they not represent her?

16 A. I may have said words to that effect.

17 Q. Have you consulted with any ethics attorney about
18 the propriety of you as the former lawyer for 6x7 reaching
19 out to lawyers who represent its principal, Lady Benjamin,
20 to disrupt her attorney-client relationships?

21 A. As I indicated, the intent is not to disrupt;
22 but, no, I have not consulted with ethics counsel on that
23 subject.

24 Q. You also reached out -- aside from reaching out
25 to Ms. Cannon's attorneys in the unlawful detainer case --

1 oh, let me go back to the unlawful detainer case again.

2 Are you aware -- or have you heard that there
3 was, in fact, an option to purchase the building by Ms.
4 Cannon of the facility we've been talking about today?

5 A. Have I heard that?

6 Q. Yes.

7 A. She represented that to me, and I determined from
8 the lease that that was untrue.

9 Q. Okay. But the lease may not be the only document
10 between the parties, right? There may be other documents
11 that maybe perhaps were not in the public records that you
12 pulled offline, right?

13 A. That is possible, and that is why I said, the
14 lease doesn't say that.

15 Q. So, you were not privy to the entire
16 correspondence file between Ms. Cannon or her attorneys
17 and the landlord and their attorneys, correct?

18 A. That is true.

19 Q. But you did look at the case file, didn't you?

20 A. I looked at the online case file on the San
21 Francisco Court portal.

22 Q. So, you must be aware there is at least one
23 document on there called a Stipulation of Settlement that
24 indicates the parties did, in fact, enter into an option
25 to purchase the building, correct?

1 A. I think I may have seen that.

2 Q. You are aware that -- let's see. You said that
3 you entered into an agreement with Ms. Cannon that was
4 five years, but she only had three years on her lease, is
5 that about right?

6 A. The agreement was with 6x7 Networks LLC, not Ms.
7 Cannon individually.

8 THE COURT: Slow down.

9 BY MS. ARMENTA:

10 Q. Fair enough. That's a fair distinction. I
11 appreciate that.

12 When did that agreement start?

13 A. The term would have started when I installed my
14 equipment in November -- I'm sorry -- December of 2019.

15 Q. The term of your agreement was?

16 A. Five years.

17 Q. Under that agreement, you were obliged to pay
18 \$800 a month?

19 A. That's true.

20 Q. Under that agreement you were obliged to give
21 advanced notice if you were going to terminate the
22 agreement, because, otherwise, it would renew month to
23 month, correct?

24 A. I believe that to be the case.

25 Q. But you didn't give that advanced notice, did

1 you?

2 A. I told Lady Ben that I was suspending my
3 services, and that ultimately ended up with me resigning
4 and removing my equipment and rescinding my contract.

5 Q. Where is the document where you told Ms. Cannon
6 that you were going to rescind the services?

7 A. I don't think that was in the email where I
8 suspended my legal services.

9 Q. Where is it?

10 A. Which email are you referring to?

11 Q. Well, on July 29 you said you would come and take
12 things out?

13 A. Correct.

14 Q. You objected to paying anything more after that
15 date?

16 A. Correct.

17 Q. My question for you is: Did you give 6x7 the
18 contractually required three-day advanced notice of
19 cancellation?

20 A. No, I considered her fraud to excuse me from
21 that.

22 Q. At the time that you became the legal -- I think
23 it's chief legal officer for 6x7, I just want to be clear:
24 You didn't, at that time, provide Lady Benjamin or 6x7 any
25 notice, that's because you already had a business

1 arrangement with 6x7, you needed informed consent under
2 California Rule of Court 3-310, is that correct?

3 A. I don't recall providing her with that notice.

4 MS. ARMENTA: Your Honor, if I could have a
5 minute just to consult?

6 THE COURT: Why don't we take a ten-minute recess
7 now, and you can consult with your co-counsel. We will
8 come back in ten minutes.

9 MS. ARMENTA: Thank you, Your Honor.

10 THE COURT: Thank you.

11 ---oOo---

12 (Short recess taken at approximately 3:26 p.m.)

13 (Proceedings resumed at approximately 3:40 p.m.)

14 ---oOo---

15 THE COURT: Any other questions?

16 MS. ARMENTA: Yes, Your Honor. Briefly,
17 however.

18 CROSS-EXAMINATION - RESUMED

19 BY MS. ARMENTA:

20 Q. Mr. Watters, you also are now counsel of record
21 on another case adverse to your former client, or with the
22 former principal of your client, Ms. Cannon, is that
23 correct?

24 A. There are a couple of cases pending.

25 Q. So, you have undertaken the representation of a

1 company called EDJX against Ms. Cannon, is that correct?

2 A. Yes.

3 Q. You reached out to those counsel to solicit that
4 business, didn't you?

5 A. I don't recall how they found me.

6 Q. Did they find you by you calling them?

7 A. I never called.

8 Q. I see. You also reached out to Benicia Marina,
9 which concerns some litigation over a boat that she owns,
10 correct?

11 A. They reached out to me.

12 Q. I believe you served her with some process in
13 that case today here, right?

14 A. And the last time, so both times, yes.

15 Q. I see. I am sitting right next to you, and you
16 could have just asked me if I would accept service for
17 her, but you chose instead to serve her while she was in
18 the middle of her testimony?

19 MR. WATTERS: Objection. Relevance.

20 THE COURT: I'm sorry. It's overruled.

21 Go ahead, you can answer it.

22 THE WITNESS: Yes, I elected to serve Ms. Cannon
23 personally.

24 BY MS. ARMENTA:

25 Q. When you wrote in your July 29th termination

1 letter that this wasn't personal, you have kind of made it
2 personal, haven't you, Mr. Watters?

3 A. No, I don't think so.

4 Q. I see. Now, you also provided the Court with
5 some photographs, which are contained in Exhibit 10.

6 Those photographs were taken after 6x7 had vacated those
7 premises in 2021, is that correct?

8 A. No, that's not correct.

9 Q. You didn't take pictures of the facility of how
10 it looked like in December of 2019 when you chose to put
11 your equipment in there, did you?

12 A. I did not.

13 Q. But you went there, you saw it, and you put your
14 equipment in there at the time?

15 A. That is true.

16 Q. So, if you had any concerns at that time, you
17 could have chosen not to put your equipment in there,
18 correct?

19 A. Well, that's not really fair, because I had
20 already paid for the initial installation charges, so I
21 was kind of stuck.

22 Q. You could have taken your business elsewhere,
23 right?

24 A. If I wanted to lose that \$3,000 (sic), or
25 whatever it was, yes.

1 Q. Month after month, after you put your equipment
2 in there, not only did you keep your equipment in there,
3 but you agreed to undertake the position of chief legal
4 officer up and through July 29, 2020, correct?

5 A. That's true.

6 MS. ARMENTA: I don't have any further questions
7 for the witness, Your Honor.

8 THE COURT: Does other counsel at your table have
9 any questions?

10 MR. LIU: Nothing further, Your Honor.

11 THE COURT: Thank you. Would you like to have
12 some redirect of yourself?

13 MR. WATTERS: Sure, Your Honor.

14 If I could step down?

15 THE COURT: That's fine.

16 Try to keep it within the scope of the
17 cross-examination.

18 MR. WATTERS: Understood, Your Honor.

19 REDIRECT EXAMINATION

20 MR. WATTERS: The reference to "no site" in Lady
21 Ben's initial email on April 2018 refers to her having no
22 website yet, not that she didn't have the data center.

23 There was no indication at any time before I
24 signed the contract that the data center did not exist,
25 and did not have the representative features, so "no site"

1 refers to no website.

2 THE COURT: Which exhibit is that? Let's see.

3 MR. WATTERS: That is Exhibit 3.

4 THE COURT: Exhibit 3?

5 MS. ARMENTA: It's in Exhibit 3.

6 THE COURT: So, "no site," you understood that to
7 mean no website?

8 MR. WATTERS: Correct. You can see that -- in my
9 question, I asked for a link to her website, so that's
10 what that applies to.

11 Then, at some point, after this email exchange,
12 but before I signed the contract, they had a website and
13 it was substantially similar to what I represented in
14 Exhibit 6.

15 MR. WATTERS: Concerning the business transaction
16 with the clients. Lady Benjamin was not my client. I was
17 already a customer of 6x7 Networks LLC, which is her
18 company, so I didn't consider myself to be obligated to
19 provide an opportunity to seek independent counsel for the
20 VirtuaScribe Joint Venture Agreement, for example.

21 She had represented herself to be a sophisticated
22 business person and telecom executive, and to the extent I
23 handled any ancillary corporate matters, those were purely
24 in the interest of the corporation, and there is a rule of
25 professional conduct on that issue.

1 I am not an attorney who represents the entity,
2 does not represent the officers or directors by default,
3 but may conduct ancillary legal work for a corporation if
4 it benefits the corporation, and it's required by one of
5 the corporate officers. That's my sense of the rule.

6 Concerning my hall of shame posts, the printout
7 as of March 20, 2022, is Exhibit 2, that is essentially
8 the same as what is in my complaint.

9 But, as you can see from reviewing Exhibit 2, if
10 the Court so desires, I don't disclose any privileged
11 matter or work product on the website. It's solely my
12 reactions to being a customer of 6x7 and chief legal
13 officer to the extent not privileged or confidential.

14 I think that's all I have on redirect, Your
15 Honor.

16 THE COURT: Any recross on those issues?

17 MS. ARMENTA: No, Your Honor.

18 THE COURT: Thank you. Thank you very much.

19 Does the plaintiff have any further evidence?

20 MR. WATTERS: Let me just -- before I rest, Your
21 Honor, let me confirm that all of my exhibits that I
22 wanted to admit are in. I have it as 3 --

23 THE COURT: You will have to wait for a moment.

24 MR. WATTERS: Sure.

25 THE COURT: Go ahead.

1 MR. WATTERS: I have it as 3, 4, 5, 6, 7, 8, 9,
2 10, 12, 14 are admitted.

3 THE COURT: I have 15, also.

4 MS. ARMENTA: I have 16, also.

5 THE COURT: And I have 16, also.

6 MR. WATTERS: Thank you for correcting me, Your
7 Honor.

8 THE COURT: Not at all. Sometimes I even take
9 notes.

10 Anything else from the plaintiff?

11 MR. WATTERS: No, Your Honor. The plaintiff
12 rests.

13 THE COURT: The defense case?

14 MS. ARMENTA: Your Honor, at this time, we would
15 make an oral motion for nonsuit on a number of grounds.

16 Shall I proceed?

17 THE COURT: I suppose so.

18 MS. ARMENTA: I would make a motion on the
19 grounds, first of all, as to the wage claims, the supposed
20 wage claim under Civil Code 1608 on the grounds that the
21 plaintiff testified that the salient term of that
22 agreement was a legal one of the labor code; and, of
23 course, Civil Code 1608 says that the Court may not lend
24 aide, encouragement, or enforce any contract, any term or
25 provision of it is illegal, or the subject matter of the

1 contract is illegal. There is some excellent Supreme
2 Court precedent and Court of Appeal cases on that.

3 When such comes up, even at trial, then the
4 parties are required to be, as I say, left where they are
5 for the promotion of the public interest in not using the
6 Courts to enforce illegal contracts or contracts that have
7 legal provisions or illegal aims.

8 The second basis of moving for a nonsuit is that
9 as an attorney and a member of the bar, Mr. Watters was
10 required to obtain Ms. Cannon's -- and 6x7's -- informed
11 consent, to the extent that they were going to enter into
12 a legal services agreement with a client with whom they
13 had an ongoing business interest. I don't think that the
14 distinction of Ms. Cannon and 6x7 works here, particularly
15 because Mr. Watters testified, prior to the time I raised
16 310, he considered them, quote: "One and the same."

17 So, if he considered them one and the same, then
18 the story changed dramatically when we got to the Rule of
19 Professional Conduct 3-310, which requires informed
20 business intent, when you get into business with your
21 clients, or when you are in business with them, and then
22 become the lawyer for the client.

23 Also, I think the employment or wage claim falls
24 on the evidence provided by Mr. Watters based on the
25 standard test of employment and the multifactors in

1 California, including supervision, incident of employment,
2 tools of the trade. It doesn't appear that Mr. Watters
3 ever agreed to, or, in fact, acted at any time as an
4 employee.

5 If he was not an employee and he was providing
6 legal services, then, under California Business and
7 Professions Code, prior to commencing suit, on the date
8 that the suit was filed, Mr. Watters was required to
9 provide the client with a notice of fee arbitration, which
10 he testified he did not do.

11 On those bases, we would allege -- we would move
12 for nonsuit, and as to --

13 THE COURT: As to which causes of action?

14 MS. ARMENTA: Yes. As to the second breach of
15 contract.

16 THE COURT: All contracts?

17 MS. ARMENTA: Yes, I think so, Your Honor.

18 Actually --

19 THE COURT: I'm just asking.

20 MS. ARMENTA: I think all of the causes of
21 action, Your Honor, and I would add as to --

22 THE COURT: All the causes of action?

23 MS. ARMENTA: All the causes of action.

24 THE COURT: I see.

25 MS. ARMENTA: I would also add as a basis unclean

1 hands as an equitable defense for all of them, given the
2 illegality and the failure of a member of the bar to have
3 3-310 waiver executed.

4 As to false advertising, in addition, it doesn't
5 appear that there was any resultant from that, because Mr.
6 Watters testified he actually saw the center, so I don't
7 see the impact of that.

8 And, on the fraud it appears that Mr. Watters
9 continued to ratify the relationship continually, even
10 after he would have discovered that the allegations that
11 he claims gave rise to fraud were not true, as he says,
12 because after that, even on notice of that, that he
13 undertook to represent the client as counsel.

14 In addition, even getting a power of attorney at
15 that time for the client, because the client was
16 incapacitated.

17 So, I think based on the plaintiff's evidence
18 alone, Your Honor, we would move for nonsuit on every
19 single cause of action.

20 THE COURT: Any brief response from the
21 plaintiff?

22 MR. WATTERS: Yes, Your Honor.

23 Concerning the wage claim, the intent of the
24 statute prohibiting illegal contracts under enforcement is
25 when the objective of the contract is something illegal.

1 The deferral of wages is the only thing illegal
2 about this contract, the rest of the contract is valid.

3 Further, this may only be asserted by the victim,
4 not the employer, in order to avoid employer's escaping
5 liability for wage contracts that may be, in part,
6 unenforceable.

7 So, my request would be that rather than dismiss,
8 you simply sever the deferral portion and enforce the rest
9 of the contract. I think you can do that under 1608 or
10 other law in that area.

11 Concerning the informed consent requirement to
12 enforce any contract with a client, I am not aware of
13 whether there is a case on point where someone goes
14 in-house with a company and then asserts a wage claim and
15 then it is later determined that they didn't provide
16 notice to the client.

17 But, I was already a customer. Attorneys go
18 in-house all the time. Lady Ben and I had, as of June
19 2020, at least had known each other for two years, and I
20 was an employee, so I wasn't her attorney. I was the 6x7
21 Networks LLC attorney.

22 To the extent that I made a contract to be an
23 employee, I don't think that requires the disclosure that
24 was indicated by counsel.

25 Concerning the fraud claims, I -- obviously, I

1 disagree with counsel's view of the evidence. I was given
2 the representations which were made to me. I relied on
3 those. I couldn't have discovered the falsity of them in
4 the exercise of reasonable diligence, and I relied on them
5 to my detriment and suffered damages, and those are the
6 elements of fraud.

7 Breach of contract, Exhibit 7, which is in
8 evidence is the contract, plus the wage contract in
9 Exhibit 8. So, Ms. Cannon clearly breached those
10 contracts, as I have already gone over. And I think that
11 responds to her motion.

12 THE COURT: Thank you.

13 The motion is denied. First of all, it's way
14 overbroad. The idea that every single cause of action can
15 be mitigated on any of these grounds is not well-taken.

16 With respect to the wage claim and illegality,
17 the issue is not any illegality, but whether the Court is
18 being asked to enforce an illegal provision. It is not
19 clear the Court is being asked to do that. Maybe it is,
20 but I certainly can't find it as a matter of law right
21 now. I think if you want to brief that after the case is
22 over, that would be fine.

23 With respect to informed consent; number one,
24 it's not clear that not providing the informed consent
25 vitiates all of the agreements at stake in this case.

1 Maybe it has something to do with the joint venture or
2 something like that going into business, but I can't tell
3 now whether it really wipes out the agreements among the
4 parties.

5 The fact that the plaintiff testified that the
6 two, that is to say, specifically, Ms. Cannon on the one
7 hand -- Lady Cannon on the one hand and her company on the
8 other hand were "one and the same" is susceptible of
9 multiple readings and understandings as to exactly what
10 the plaintiff meant by that phrase.

11 I think that's subject to argument when I put on
12 my hat as a factfinder, but with my hat on as a judge
13 making legal rulings, I think it's ambiguous at this
14 point.

15 With respect to the wage claims and the
16 multifactor analysis, I'm sensitive to the issues raised
17 by the defense, but there are lots of tests that can be
18 used to figure out whether somebody is an employee or not.

19 As we all know, in the last few years it has
20 becoming increasingly, shall we say, complicated to figure
21 that out, whether somebody is really an independent
22 contractor or an employee or not. For example, it is
23 difficult -- there are at least two different tests that
24 are out there.

25 You referred to a number of cases, but we don't

1 have those cases here, and I certainly can't decide at
2 this point that -- by definition that plaintiff was not an
3 employee at the time.

4 Unclean hands, that is a pretty vague issue.
5 It's true that unclean hands under the Kendall-Jackson
6 case can wipe out a contract, but the kind of showing that
7 has to be made with respect to unclean hands is very, very
8 specific to the claims that are being enforced. You have
9 to show unclean hands in the specific matter that has been
10 raised by the plaintiff so that it is sufficient to defeat
11 what the plaintiff's claims are.

12 There is actually a recent case on this decided,
13 I think, in the last four months that will be interesting
14 for us to read, but I haven't read it in at least a couple
15 of weeks, so I'm not prepared to rule on that.

16 With respect to false advertising, there is a
17 claim that the plaintiff was harmed by the false
18 advertising, and certainly by the time that the
19 relationship was over, I think there is at least a claim
20 that is stated, and the evidence has been presented that
21 what was represented was not true. That it caused the
22 defendant to -- excuse me -- it caused the plaintiff to
23 make certain contracts with the defendant, and that losses
24 were incurred as a result, and the same thing with respect
25 to fraud.

1 So, the motion is denied.

2 Would you like to start your case?

3 MS. ARMENTA: Yes, Your Honor.

4 We call the plaintiff -- the defendant, Ms.
5 Cannon.

6 THE COURT: Lady Cannon led me remind you that
7 you are still under oath. You have been sworn to tell the
8 truth, and it still applies to the testimony you are to
9 provide now.

10 THE WITNESS: Thank you, Your Honor.

11 THE COURT: Thank you, ma'am.

12 LADY BENJAMIN PHILIP DIAZ CANNON,
13 a defendant, being previously duly sworn to tell the
14 truth, the whole truth and nothing but the truth, under
15 penalty of perjury, was examined and testified further as
16 follows:

17 DIRECT EXAMINATION

18 BY MS. ARMENTA:

19 Q. I would like to start, if we may, with the
20 services that 6x7 actually provided in sort of a timeline,
21 so let's start there.

22 Let's start with the beginning of the
23 relationship. What were the first services that 6x7
24 provided to Mr. Watters?

25 A. We provided colocation and IP Transit Services on

1 our IP address range under AS 15206.

2 Q. What does that mean?

3 A. It means that as a telecommunications company, we
4 sold both space for servers and we sold Internet access
5 for those servers to connect to on our own Internet
6 network.

7 Q. When did the provision of those services begin?

8 A. I would have to say it must have been 2019 or
9 2020 when Andrew Watters signed the contract for them.

10 Q. That was the first contract, Exhibit -- sorry.
11 If you could turn to Exhibit 7 in the exhibit book, Ms.
12 Cannon.

13 A. I'm there.

14 Q. So, when we are looking at Exhibit 7, which is
15 already in evidence -- and I'm sorry, I really don't
16 understand all of this, but there is -- on the first page
17 there is a quotation, and it talks about a full locked
18 cab, power A&B drops, and 1,000 megabits.

19 Can you explain what those items are, what
20 services was 6x7 actually proposing to provide at this
21 point?

22 A. Well, the first line item in service is 1 42U
23 fully locked cabinet. That is a rack equipment cabinet
24 about the size of, like, a large wardrobe closet. It has
25 locks and doors where you physically secure your servers

1 inside of it.

2 Q. Okay. So, servers, meaning that's a place where
3 information is stored and runs through so that the person
4 can run their business?

5 A. Yes. A server is a computer, typically in a more
6 rugged form that you would install into these racks, and
7 the server contains, amongst other things, like, Internet
8 web pages. It would serve the Internet web pages up to
9 the customer. Typically, our customers provide those
10 servers.

11 Q. What -- so, what was this provision of just the
12 locked cabinet?

13 A. The first item in service is for the 1 42U locked
14 cabinet, that's correct.

15 Q. What is the second item?

16 A. The second item is for 30 amp, 208 volt, A&B
17 power drops with power distribution units.

18 Q. What does that mean?

19 A. You can think of those as the outlets that you
20 plug the servers into.

21 What this line means is that we give you two
22 outlets inside your cabinet, and that's what we delivered
23 for Mr. Watters.

24 Q. What is the third item?

25 A. The third item is 1,000 megabit, 1,000 megabit;

1 layer 3, single mode fiber, SMF, at 1310 nanometers. 1310
2 nanometers describes the wavelength of the light, and
3 that's important, because the customer's equipment must
4 match that.

5 Andrew Watters' equipment didn't match that, so
6 we had to give him a matching optic, which we did free of
7 charge as a courtesy.

8 Q. If I were to explain it in terms that I could
9 understand, the first item is: The closet you put the
10 server in?

11 A. Yes.

12 Q. The second item is the power to operate what you
13 put in the closet?

14 A. Yes.

15 Q. The third item is --

16 A. The Internet service itself.

17 Q. Okay. Thank you.

18 Then if we turn two pages, there is a page called
19 Master Service Agreement. You will see the last page that
20 is a HelloSign and we talked about this before, that it
21 was signed. So --

22 A. You are on the last page?

23 Q. Yes. So, does that Master Service Agreement go
24 with this quotation, or is it for these services that are
25 listed on the quotation?

1 If you look at the top, it looks like it has the
2 same HelloSign envelope number or DocuSign? I'm not sure.

3 A. That's a strong indication that it is all the
4 same document.

5 Q. But, why is the -- so, if you page through the
6 Master Service Agreement and you look at the bottom, there
7 are page numbers of 13, and so you see page 13 of 13. I
8 got all the way to there, and then on the top you see that
9 same header.

10 A. Yes.

11 Q. So, that piece, the quotation through the 13 and
12 13, that is one, sort of, contract would you say?

13 A. Yes.

14 Q. Okay. So, what is set forth in this -- we'll
15 call it the DocuSign one, from 3/14/19, is that something
16 that 6x7 actually provided?

17 A. Yes.

18 Q. Were there any problems with providing it?

19 A. No problems with providing it. However, Andrew
20 Watters contacted us several times when his servers reset
21 or rebooted, and he faulted our network.

22 But investigations determined that his server was
23 the cause of the fault and not our network, not our
24 cabinets, and not our power.

25 Q. So, were these services actually provided at the

1 San Mateo location or somewhere else?

2 A. These services were provided with Andrew Watters,
3 at -- I believe at Andrew Watters' suggestion in the San
4 Francisco location instead of San Mateo, because he wanted
5 the services to be up sooner than San Mateo was going to
6 be ready.

7 Q. So, when you say 6x7 conducted an investigation
8 to determine the cause of these network issues, what was
9 the nature of that investigation exactly?

10 A. Well, we determined that one of Andrew Watters
11 either customers or his attempt to access the website was
12 being served by a Cogent communications Internet service
13 provider at the reader location, and we determined that
14 that service provider was having Internet problems that
15 day, and that's why his customer couldn't reach his
16 website, at least that's my recollection.

17 Q. Did you explain that to Mr. Watters at the
18 time?

19 A. I don't think I did, but one of my customer
20 service representatives at the 6x7 Network operations
21 center did. They handle those requests.

22 Q. After that happened, did Mr. Watters cancel the
23 contract or stay with 6x7?

24 A. He stayed with 6x7 and redoubled his efforts to
25 represent the company and sell it and build it with me.

1 Q. Now, let's turn to the page -- after 13 of 13, it
2 says Quotation, 12/20/19. That one -- we'll put the
3 Quotation and signed by Andrew Watters, and that one has
4 got the HelloSign sign on it. Did you find that? I think
5 it's the last two pages in the Exhibit 7 tab.

6 A. Yes, I see those.

7 Q. Now, what are the services that are contemplated
8 by this quotation?

9 A. This quotation appears to be 1,000 megabit, 1,000
10 megabit, Layer 3 - DIA at 118 South Boulevard. This was
11 the Internet service at Andrew Watters' office.

12 Q. Did 6x7 actually provide this service?

13 A. We started provisioning for it. We started field
14 engineering. We started delivering services, and then the
15 contract was breached, so we did not finish.

16 Q. When you say the contract was breached, what
17 actually happened?

18 A. Andrew Watters contacted us and informed us that
19 he was going to breach his contract with us by not paying
20 his monthly bills, and that he would not pay any bills for
21 this service in San Mateo, nor would he pay any bills with
22 us whatsoever for any purpose. So, therefore, to mitigate
23 our damages we stopped spending money on the install and
24 we knew that we would never recover.

25 Q. Let me make sure I understand this right. Where

1 it says NRC 5,000, I heard that term used here as a
2 nonrecurring charge, is that right?

3 A. That's correct.

4 Q. So, the 5,000 was going to be kind of the
5 initial, what we need to spend to build it, and was there
6 an amount on top?

7 A. Yes. The NRC is designed to offset a portion of
8 our fiber engineering costs upfront, but it doesn't offset
9 them all.

10 Q. So, this actually never got up and running?

11 A. The connection was never delivered and we never
12 sent a service online, a service delivery notice, because
13 before we could physically complete the operation, we
14 received notice that we would not be paid.

15 Q. Okay. Let's see. So, was that sometime in
16 2020?

17 A. I believe it would have to have been, yes. I
18 believe so.

19 Q. There has been some discussion, and I think
20 appropriately respectful of your privacy, but there was
21 some time in 2020 when you were unavailable due to some
22 medical issues?

23 A. Yes, that's correct.

24 Q. And --

25 A. Mr. Watters wanted me to check myself into a

1 mental hospital.

2 Q. I haven't asked a question. Let me stop you.

3 A. Sorry.

4 Q. Thank you. So, in time, where in relation to
5 your hospital issues that, sort of, took you out of the
6 workforce did the rollout of this 1,000 Mbit occur?

7 A. Again, I suppose this would have been during --
8 while we were engineering this project and preparing to
9 complete the install.

10 Q. Is it true that you provided Mr. Watters a power
11 of attorney to assist you when you were incapacitated?

12 A. He wanted one, so I gave him one, yes.

13 Q. Was that during the same time period or some
14 other time period?

15 A. I believe it was the same time period.

16 Q. At the time that the power of attorney was
17 executed, so that Mr. Watters could assist you with your
18 affairs, did Mr. Watters express any impatience with the
19 rollout of the 1,000 Mbit?

20 A. I wouldn't say he expressed impatience. He was
21 very excited and overeager to contact the City on my
22 behalf. I didn't want to allow that, but -- you know.

23 Q. So, the \$5,000 was charged, and was the \$500
24 (sic) a month charged?

25 A. No. The \$500 (sic) a month would only be charged

1 after the service was delivered to the premises, and we
2 sent a service delivery notice to the customer.

3 Q. Did you ever -- did 6x7 ever receive a letter or
4 a demand of any kind from Mr. Watters asking for a refund
5 of any part of the \$5,000 NRC?

6 A. No.

7 Q. So, that was the '19, and then let's look at what
8 happened in -- so, if we look to Exhibit 9, can you turn
9 to Exhibit 9, please.

10 A. I'm there.

11 Q. I will do it by invoice numbers, since there has
12 been some confusion. If you look at Invoice No. 3 for
13 \$2300?

14 A. Yes.

15 Q. So, this has got that locked cab, A&B drops.
16 There is zero charge for 1,000 Mbit, that's what we were
17 just talking about, that \$500, that doesn't get charged
18 yet?

19 A. This was a start-up. We gave Andrew Watters a
20 huge deal and he knew that.

21 Q. Then if you go to Exhibit -- Invoice No. 4. This
22 one has got the \$500 MRC, so that is the monthly recurring
23 charge, and then the \$5,000 NRC. Were these moneys
24 actually charged or was it just the \$5,000 or were they
25 both charged?

1 A. Shoot. I'm sorry. I went to the wrong page.
2 Which exhibit are we on again?

3 Q. It's Exhibit No. 9 and it's Invoice No. 4.

4 A. I have that.

5 Q. So, this invoice says "Due," but were these
6 charges paid, the \$500 and \$5,000?

7 A. I'm actually not sure. I think they were, but I
8 am not certain 100 percent. I don't see here that it
9 indicates paid -- I think so.

10 Q. So, then, at what point were there discussions
11 between you and Mr. Watters about him serving as an
12 attorney in any capacity for 6x7 or for you?

13 A. He was soliciting me over the phone before we
14 ever even met in person, before he ever set foot in 6x7.

15 Q. What do you mean he was soliciting over the
16 phone?

17 A. He wanted to represent me. He -- we talked about
18 his law practice. He bragged about his prolific and
19 successful experience as a lawyer. He positioned himself
20 as someone who I would want to hire him as general
21 counsel, and someone who I would want to hire as my
22 personal counsel, and I did both.

23 Q. Did he ever talk to you whether he would be an
24 employee or a lawyer in the traditional sense, or did you
25 have that discussion with him?

1 A. He asked me what the compensation structure was
2 for the other people working on 6x7, and I told him they
3 were independent contractors and that I have no
4 employees.

5 Q. Did you have any employees in 2020?

6 A. No.

7 Q. Do you have any payroll employees?

8 A. No.

9 Q. As your chief legal officer, at some point, was
10 Mr. Watters -- strike that. I mean, I withdraw that.
11 Excuse me.

12 Did Mr. Watters ever ask you to provide him
13 office space at 6x7's facility or any items for him to do
14 his job in representing you or 6x7 as an attorney?

15 A. No. He was insistent this was only a small part
16 of his life.

17 Q. Have you had occasion to hire -- you or 6x7 ever
18 hire any other attorneys?

19 A. Oh, yes.

20 Q. Have you ever -- or has 6x7 ever hired any
21 attorney as an employee, like a salaried employee that got
22 a W-2?

23 A. Never.

24 Q. Did you ever -- did you or 6x7 ever receive
25 notice from the Labor Commissioner that there was a wage

1 claim against 6x7 or against you?

2 A. No. In fact, I believe no claims were filed. I
3 don't think there are claims, no.

4 Q. Other than what was in the July 29th email, did
5 Mr. Watters ever have any discussions with you about the
6 legality with respect to paying or how other employees or
7 contractors were being paid?

8 A. When he brought up the questions about my
9 compensation, I felt like he was trying to lead me
10 somewhere, but, no. No, I don't think so.

11 Q. Did Mr. Watters ask you for an equity position of
12 the company of 6x7?

13 A. He did. I refused.

14 Q. What did he ask you for?

15 A. Stock options, I think was his term. We don't do
16 that.

17 Q. Please turn to Exhibit 10 in your exhibit book,
18 and let's turn to the second page.

19 It has got the -- I think the testimony before it
20 was part of the basement, and you see there is a red cone
21 in the center of that picture. Is that the one you are
22 looking at?

23 A. Yes.

24 Q. What portion of the facility does this picture
25 depict?

1 A. This depicts portions of the power entry room,
2 and this depicts a large space unfinished that we were
3 going to use for future expansion as we grew the company.
4 It's a construction site.

5 Q. Did the company ever end up using this particular
6 space?

7 A. Small portions of it, but not substantially.

8 Q. Were there other spaces in the facility that
9 looked different than this?

10 A. Oh, yes.

11 MS. ARMENTA: Your Honor, may I approach with an
12 exhibit?

13 THE COURT: Of course. You have copies for
14 plaintiff and my myself?

15 MS. ARMENTA: I do.

16 THE COURT: Great.

17 We will have to have those marked, too.

18 THE CLERK: The copy that the witness holds is
19 the one that has to be marked.

20 THE COURT: That becomes the official exhibit.

21 MS. ARMENTA: Let me go back.

22 (Defendants' Exhibit A marked for
23 identification.)

24 BY MS. ARMENTA:

25 Q. Turning your attention to Exhibit A, Ms. Cannon,

1 it looks like it's an email from you to me, and there are
2 a lot of pictures attached. Let's find out what these
3 pictures are and when they were taken.

4 The first page of Exhibit A, what is depicted in
5 that picture?

6 A. This is the San Francisco one, 6x7 Networks'
7 neutral data facility. These are the locked cabinets.
8 These show the fiber raceways.

9 Q. What's a fiber raceway?

10 A. A fiber raceway is a tray designed to support and
11 cradle a fiber optic cable. Fiber optic cables are being
12 made of glass and very easily broken, and they need
13 support every foot or so to avoid bending and snapping and
14 damage to the cable.

15 So, a properly designed data center has fiber
16 raceways, and they are the yellow trays you see on top of
17 the black 42U locking cabinets, which are approximately
18 seven feet tall, those cabinets.

19 Q. Can you tell from looking at these pictures, one
20 of those cabinets was the cabinet that was the subject of
21 the contract with Mr. Watters?

22 A. Yes.

23 Q. Which one is it?

24 A. I believe it was the one behind the restricted
25 area sign.

1 Q. Then flipping the page, what is depicted on page
2 -- the picture on page 2?

3 A. So, on page 2 you can see more of our 42U locking
4 cabinets, including a view, you can kind of see into one.

5 We have another pair of these cabinets over in
6 200 Paul, as well. These cabinets are a standard item in
7 all data centers, and you install servers, like pizza
8 boxes, into them.

9 In addition, on the right you see bins, cleaning
10 supplies, equipment, cabling, electrostatic discharge
11 prevention trays. On the bottom right-hand corner, that
12 blue mat, that is a dust control mat. So, when you enter
13 that part of the facility, that mat takes all the grime
14 and dust off the bottom of your shoes, so it's not tracked
15 into sensitive IP components.

16 What you are looking at here is a working data
17 center, in essence.

18 Q. Let's flip the page and look at what's on page 3.
19 What is depicted in page 3?

20 A. In page 3, this is upstairs in our facility. You
21 can see my forklift. You can see approximately 40 service
22 provider core routers. These routers provide 9.6 terabits
23 per second of core routing capacity each, and they are the
24 cornerstone of our network. Each one weighs 384 pounds.
25 Each one new costs \$515,000.

1 Q. You said this was on the second floor of the
2 mezzanine?

3 A. This is on the first floor, I believe. It looks
4 like one.

5 Q. It was suggested that this was a residential
6 building, what do you know about the status of the
7 building?

8 A. The property is zoned NC-3, neighborhood
9 community 3. It legalizes residential use on the second
10 and above floors. It legalizes commercial use on the
11 first floor and basement floors. It allows, amongst other
12 uses, data centers, hotels, apartments, restaurants, and
13 office buildings. It's an ideal zoning for us to do what
14 we wanted.

15 Q. And the pictures that we have looked at so far on
16 pages 1, 2, and 3, were those -- what is depicted in those
17 pictures, what was available to see when Mr. Andrew
18 Watters was at the facility?

19 A. Yes.

20 THE COURT: Were those pictures taken -- do you
21 know when those three pictures were taken, pages 1, 2, and
22 3?

23 THE WITNESS: I believe in either 2020 or 2021.

24 BY MS. ARMENTA:

25 Q. Let's look at page -- the two pictures on page 4,

1 what's in those pictures?

2 A. I'm there.

3 Q. Tell us about the top picture on page 4 first.

4 A. So, you are actually looking at my office in my
5 laboratory. This is probably one of the more messy areas
6 of the building, because this is where I prototype new
7 technologies for 6x7. You can see pictures, some large
8 lithium-ion batteries, Ethernet switches, routers. You
9 can see a DEWALT impact screwdriver on my desk next to my
10 monitor. I am in progress of -- I believe in this case,
11 likely testing some LTE 4G cellular equipment.

12 Q. When were the pictures on page 4 taken in
13 relation to the other three pages we saw?

14 A. Around the same time, possibly six months
15 later.

16 Q. Let's turn to page 5, and tell me about the
17 picture on page 5?

18 THE COURT: I note for the record, it has a 41 at
19 the bottom, but it is actually page 5.

20 MS. ARMENTA: Okay.

21 THE WITNESS: Oh, I see 5 at the bottom of my
22 mine, Your Honor.

23 MS. ARMENTA: Mine, too.

24 THE COURT: Don't change it. Don't write
25 anything on that. I am making a record.

1 THE WITNESS: Very well.

2 THE COURT: I'm saying it so that I will generate
3 the discussion you and I just had.

4 THE WITNESS: Apologies, Your Honor.

5 THE COURT: I'm glad you spoke up. The next page
6 in order for me is a page with a bunch of orange racks.
7 In fact, I have multiple copies of the same page, it looks
8 like.

9 MS. ARMENTA: Maybe I did that wrong.

10 THE COURT: My page 5 -- what does your page 5
11 look like?

12 THE WITNESS: This (pointing).

13 MS. ARMENTA: Mine is, too.

14 THE COURT: You know what, it's just about 4:30.
15 I am going to give my exhibits back to counsel, because it
16 doesn't match what the witness has and it may or may not
17 match what plaintiff has. I will give this back to you.

18 I will see everybody at 9:00 -- is everybody
19 available at 9:00 tomorrow morning?

20 MS. ARMENTA: I thought this was a one-day trial.
21 I will do my best, Your Honor.

22 THE COURT: Well, I can make it 9:30, if that is
23 helpful?

24 MS. ARMENTA: Can you make it next week?

25 THE COURT: No, we can't.

1 MS. ARMENTA: I will take care of it. I'll be
2 here.

3 THE COURT: What time do you prefer? Whoever has
4 got scheduling problems, you can tell me if they prefer
5 9:00 or 9:30.

6 MS. ARMENTA: I have an ex parte in San Diego at
7 8:30, so I will ask for priority in that court.

8 THE COURT: I'll see everybody at 9:30 tomorrow
9 morning.

10 MS. ARMENTA: Thank you, Your Honor.

11 MR. WATTERS: Thank you, Your Honor.

12 (Proceedings adjourned at approximately 4:28
13 p.m.)

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REPORTER'S CERTIFICATION

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I, CAROL HARABURDA, do hereby certify that I am a certified stenographic shorthand reporter of the State of California and duly appointed shorthand reporter.

That the foregoing pages are a full, true, and correct transcript of my shorthand notes taken in the above-mentioned matter.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 17th day of APRIL 2023.



CAROL HARABURDA, RPR, CSR NO. 8052
Certified Shorthand Reporter
Court Certified Realtime Reporter
State of California

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