

1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**  
BRIAN SLOME, SB# 238134  
2 E-Mail: [Brian.Slome@lewisbrisbois.com](mailto:Brian.Slome@lewisbrisbois.com)  
550 West C Street, Suite 1700  
3 San Diego, California 92101  
Telephone: 619.233.1006  
4 Facsimile: 619.233.8627

5 **LEWIS BRISBOIS BISGAARD & SMITH LLP**  
JESSICA L. BEELER, SB# 268939  
6 E-Mail: [Jessica.Beeler@lewisbrisbois.com](mailto:Jessica.Beeler@lewisbrisbois.com)  
333 Bush Street, Suite 1100  
7 San Francisco, California 94104-2872  
Telephone: 415.362.2580  
8 Facsimile: 415.434.0882

9 Attorneys for Cross-Defendants  
6x7 Networks, LLC and Benjamin Cannon

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF SAN FRANCISCO

13  
14 6x7 NETWORKS, LLC, a Delaware limited  
liability company,

15 Plaintiff,

16 vs.

17 SUDO SECURITY GROUP, INC., a  
18 Delaware corporation doing business as  
Guardian; STEVE RUSSELL, an individual;  
19 SEAN SNYDER, an individual, and DOES 1  
through 100, inclusive,

20 Defendants.

21  
22 SUDO SECURITY GROUP, INC., a  
Delaware corporation,

23 Cross-Complainant,

24 vs.

25 6x7 NETWORKS, LLC, a Delaware limited  
26 liability company, and BENJAMIN  
CANNON, an individual,

27 Cross-Defendants.  
28

Case No. CGC-19-581498

**DECLARATION OF JESSICA L.  
BEELER IN SUPPORT OF MOTION TO  
QUASH DEPOSITION SUBPOENA OF  
SUDO SECURITY GROUP, INC. TO  
ANDREW WATTERS AND/OR FOR A  
PROTECTIVE ORDER**

Date: February 26, 2021

Time:

Dept.:

Action Filed:

December 13, 2019

Trial Date:

None Set

1 **DECLARATION OF JESSICA L. BEELER**

2 I, Jessica L. Beeler, declare as follows:

3 1. I am an attorney duly admitted to practice in all of the courts of the State of  
4 California and I am an associate with Lewis Brisbois Bisgaard & Smith LLP, attorneys of record  
5 for Plaintiff and Cross-Defendants 6x7 Networks, LLC and Benjamin Cannon herein. The facts  
6 set forth herein are of my own personal knowledge, and if sworn I could and would competently  
7 testify thereto.

8 2. Attached hereto as Exhibit "A" is a true and correct copy of Plaintiff and Cross-  
9 Defendant 6x7 Networks, LLC's First Amended Complaint in the above-entitled action.

10 3. Attached hereto as Exhibit "B" is a true and correct copy of Andrew Watters' civil  
11 complaint against 6x7 filed in San Francisco Superior Court on August 26, 2020.

12 4. Attached hereto as Exhibit "C" is a true and correct copy of the deposition  
13 subpoena served by Sudo Security Group, Inc. ("Sudo") to Andrew Watters served on December  
14 15, 2020.

15 5. Attached hereto as Exhibit "D" is a true and correct copy of Sudo's demand for  
16 documents, set one, served on 6x7 through counsel on January 13, 2021.

17 6. Attached hereto as Exhibit "E" is a true and correct copy of my December 24, 2020  
18 letter to Sudo's counsel to meet and confer regarding the deposition subpoena to Andrew Watters.

19 7. On December 24, 2020, I copied Andrew Watters on an email transmitting a meet  
20 and confer letter to counsel for Sudo regarding 6x7's intent to object to the deposition subpoena.  
21 He responded via email and a true and correct copy of our email exchange is attached hereto as  
22 Exhibit "F".

23 8. On January 8, 2021, Marc Indeglia and I had a telephone conference with Sudo's  
24 attorney Ryan Pinkston. Our lengthy telephone conversation addressed the deposition subpoena  
25 and the issues I had raised in my December 24, 2020 letter. Prior to the call on January 8, Mr.  
26 Pinkston sent a response meet and confer letter, a true and correct copy of which is attached hereto  
27 as Exhibit "G".

28 9. Attached hereto as Exhibit "H" is a true and correct copy of my letter to Ryan

1 Pinkston dated January 12, 2021.

2 10. Attached hereto as Exhibit "I" is a true and correct copy of Ryan Pinkston's  
3 response letter dated January 18, 2021.

4 11. Andrew Watters has been copied on email meet and confer correspondence  
5 regarding the deposition subpoena and has offered his thoughts about the present motion.  
6 Attached hereto as Exhibit "J" is a true and correct copy of his email exchange with Marc  
7 Indeglia, on which I am copied, to dated January 22, 2021. Attached hereto as Exhibit "K" is a  
8 true and correct copy of Watters' email to me dated January 24, 2021.

9 I declare under penalty of perjury under the laws of the State of California that the  
10 foregoing is true and correct and that this declaration was executed on this 25th day of January,  
11 2021, at San Francisco, California.

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



---

Jessica L. Beeler

1 CALIFORNIA STATE COURT PROOF OF SERVICE  
2 6x7 Networks, LLC v. Sudo Security Group, Inc., et al.  
3 San Francisco County Superior Court, Case No. CGC-19-581498

4 STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

5 At the time of service, I was over 18 years of age and not a party to this action. My  
6 business address is 333 Bush Street, Suite 1100, San Francisco, CA 94104-2872.

7 On January 25, 2021, I served true copies of the following document(s): DECLARATION  
8 OF JESSICA BEELER ISO MOTION TO QUASH DEPOSITION SUBPOENA

9 I served the documents on the following persons at the following addresses (including fax  
10 numbers and e-mail addresses, if applicable):

Attorneys for Plaintiff, 6x7 Networks, LLC	Attorneys for Defendant/Cross-Complainant Sudo Security Group
11 Marc A. Indeglia 12 Indeglia PC 13 13274 Fiji Way, Suite 250 14 Marina del Rey, California 90292 15 Tel.: (310) 982-2720 16 Email: <a href="mailto:marc@indegliapc.com">marc@indegliapc.com</a>	17 Richard D. Lutkus 18 M. Ryan Pinkston 19 Seyfarth Shaw LLP 20 560 Mission Street, 31st Floor 21 San Francisco, California 94105 22 Tel.: (415) 397-2823 23 Fax: (415) 397-8549 24 Email: <a href="mailto:rlutkus@seyfarth.com">rlutkus@seyfarth.com</a> 25 Email: <a href="mailto:rpinkston@seyfarth.com">rpinkston@seyfarth.com</a>

26 The documents were served by the following means:

27  (BY U.S. MAIL) I enclosed the documents in a sealed envelope or package addressed to  
28 the persons at the addresses listed above and:

Deposited the sealed envelope or package with the U.S. Postal Service, with the  
postage fully prepaid.

Placed the envelope or package for collection and mailing, following our ordinary  
business practices. I am readily familiar with the firm's practice for collection and processing  
correspondence for mailing. Under that practice, on the same day that correspondence is placed  
for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal  
Service, in a sealed envelope or package with the postage fully prepaid.

(BY ELECTRONIC SERVICE VIA FIRST LEGAL) Based on a court order, I caused the  
above-entitled document to be served through First Legal at <https://firstlegal.com>  
addressed to all parties appearing on the electronic service list for the above-entitled case.  
The service transmission was reported as complete and a copy of the First Legal Filing  
Receipt Page/Confirmation will be filed, deposited, or maintained with the original  
document in this office.

(BY E-MAIL OR ELECTRONIC TRANSMISSION) Based on a court order or an  
agreement of the parties to accept service by e-mail or electronic transmission, I caused the  
documents to be sent from e-mail address [mike.lewis@lewisbrisbois.com](mailto:mike.lewis@lewisbrisbois.com) to the persons at  
the e-mail addresses listed above. I did not receive, within a reasonable time after the  
transmission, any electronic message or other indication that the transmission was  
unsuccessful.

1 Snyder caused Guardian to breach the MSA, the Initial Order, and the Second Order, and intended to  
2 do so, when they instructed Guardian to fail and refuse to make the promised payment of \$30,000  
3 and to further “terminate” the MSA, the Initial Order, and the Second Order.

4 25. On or about September 18, 2019, Plaintiff sent Guardian written notice that the  
5 amounts due under the MSA, the Initial Order, and the Second Order were overdue, that the notices  
6 were Plaintiff’s final notices prior to terminating the Services in accordance with the MSA, that if  
7 the amounts due were not received by October 1, 2019, that the MSA, the Initial Order, and the  
8 Second Order would be terminated and impose the early termination charges permitted by the MSA.

9 26. Guardian did not make the required payments, and accordingly, Plaintiff terminated  
10 the MSA, the Initial Order, and the Second Order. Pursuant to the MSA, all of Guardian’s payment  
11 obligations under the MSA, the Initial Order, and the Second Order, including, but not limited to,  
12 monthly Service Fees through the end of the respective terms indicated on the Orders became due in  
13 full immediately.

14 27. Accordingly, Plaintiff has suffered direct and consequential damages legally  
15 (proximately) caused by Guardian’s breaches of the MSA, the Initial Order, and the Second Order,  
16 and further, by Russell’s and Snyder’s inducing Guardian’s breaches of the MSA, the Initial Order,  
17 and the Second Order, in an amount to be proven at trial, but which include, without limitation, the  
18 following: (i) all monthly Service Fees unpaid through due through the end of terms of the First  
19 Order and the Second Order, respectively, totaling at least \$2,046,048, (ii) costs that Plaintiff has  
20 incurred due to Guardian’s breaches of the MSA, the Initial Order, and the Second Order, (iii)  
21 consequential damages, (iv) pre-judgment interest, and (v) any and all attorney fees and costs  
22 incurred in enforcing the MSA, the First Order, and Second Order, as may be ordered by the Court.

23  
24 **FIRST CAUSE OF ACTION**

25 **BREACH OF MSA AND FIRST ORDER**

26 **(Against Guardian and Does 3 through 100)**

27 28. Plaintiff re-alleges paragraphs 1 through 27 and incorporate them by reference herein.

28 29. On or about June 5, 2019, Plaintiff and Guardian entered into the MSA.

1 30. Concurrently therewith, Guardian submitted, and Plaintiff accepted, the Initial Order  
2 for the Initial Order Services.

3 31. Pursuant to the MSA and the Initial Order, Guardian agreed to pay for the Initial  
4 Order Services as follows:

5 (a) Non-Recurring Costs of \$8,000; and

6 (b) Monthly Recurring Costs of \$5,748.

7 32. The term of the Initial Order Services was three (3) years.

8 33. From approximately May 31, 2019 through approximately October 1, 2019, Plaintiff  
9 provided Services in accordance with the MSA and the Initial Order.

10 34. Plaintiff has performed all conditions, covenants, and promises required by it on its  
11 part to be performed in accordance with the terms and conditions of the MSA and the Initial Order.

12 35. Guardian has breached the MSA and the Initial Order by failing to pay for the  
13 Services as agreed. Plaintiff has terminated the MSA and the Initial Order, and, in accordance with  
14 the MSA, all of Guardian's payment obligations under the MSA and the Initial Order, including, but  
15 not limited to, monthly Service Fees through the end of the term of the First Order, totaling  
16 \$214,928, are now due in full.

17 36. As a direct and proximate result of Guardian's breach of the MSA and the First  
18 Order, Plaintiff has been damaged in an amount to be determined at trial, but in no event less than  
19 \$214,928, , together with costs that Plaintiff has incurred due to Guardian's breaches of the MSA,  
20 and the Initial Order, consequential damages together with pre-judgment interest, as well as all  
21 attorney fees and costs incurred in enforcing the MSA and the First Order.

22  
23 **SECOND CAUSE OF ACTION**

24 **BREACH OF MSA AND SECOND ORDER**

25 **(Against Guardian and Does 3 through 100)**

26 37. Plaintiff re-alleges paragraphs 1 through 27 and incorporate them by reference herein.

27 38. On or about July 23, 2019, Guardian submitted, and Plaintiff accepted, the Second  
28 Order for the Second Order Services.

1 39. Pursuant to the MSA and the Second Order, Guardian agreed to pay for the Second  
2 Order Services as follows:

3 (a) Non-Recurring Costs of \$52,600; and

4 (b) Monthly Recurring Costs of \$29,652.

5 40. The term of the Second Order Services was five (5) years.

6 41. From approximately July 22, 2019 through approximately October 1, 2019, Plaintiff  
7 provided Services in accordance with the MSA and the Second Order.

8 42. Plaintiff has performed all conditions, covenants, and promises required by it on its  
9 part to be performed in accordance with the terms and conditions of the MSA and the Second Order.

10 43. Guardian has breached the MSA and the Second Order by failing to pay for the  
11 Services as agreed. Plaintiff has terminated the MSA and the Second Order, and, in accordance with  
12 the MSA, all of Guardian's payment obligations under the MSA and the Second Order, including,  
13 but not limited to, monthly Service Fees through the end of the term of the Second Order, totaling  
14 \$1,831,720, are now due in full.

15 44. As a direct and proximate result of Guardian's breach of the MSA and the Second  
16 Order, Plaintiff has been damaged in an amount to be determined at trial, but in no event less than  
17 \$1,831,720, together with costs that Plaintiff has incurred due to Guardian's breaches of the MSA  
18 and the Second Order, consequential damages, pre-judgment interest, as well as all attorney fees and  
19 costs incurred in enforcing the MSA and the Second Order.

20  
21 **THIRD CAUSE OF ACTION**

22 **ACCOUNT STATED**

23 **(Against Guardian and Does 1 through 100)**

24 45. Plaintiff re-alleges paragraphs 1 through 27 and incorporate them by reference  
25 herein.

26 46. In the last four years, Guardian became indebted to Plaintiff because an account was  
27 stated in writing by and between Plaintiff and Guardian in which it was agreed that Guardian was  
28 indebted to Plaintiff.

1 47. The amount of \$2,046,048, which is the reasonable value of the account, is due and  
2 unpaid as of October 1, 2019, despite Plaintiff's demands, plus pre-judgment interest at the rate of  
3 ten percent (10%) per annum from October 1, 2019 through the date of judgment.

4  
5 **FOURTH CAUSE OF ACTION**

6 **INDUCING BREACH OF CONTRACT**

7 **(Against Russell, Snyder, and Does 3 through 100)**

8 48. Plaintiff re-alleges paragraphs 1 through 27 and incorporate them by reference  
9 herein.

10 49. On or about June 5, 2019, Plaintiff and Guardian entered into the MSA.

11 50. Concurrently therewith, Guardian submitted, and Plaintiff accepted, the Initial Order  
12 for the Initial Order Services.

13 51. Pursuant to the MSA and the Initial Order, Guardian agreed to pay for the Initial  
14 Order Services as follows:

15 (c) Non-Recurring Costs of \$8,000; and

16 (d) Monthly Recurring Costs of \$5,748.

17 52. The term of the Initial Order Services was three (3) years.

18 53. On or about July 23, 2019, Guardian submitted, and Plaintiff accepted, the Second  
19 Order for the Second Order Services.

20 54. Pursuant to the MSA and the Second Order, Guardian agreed to pay for the Second  
21 Order Services as follows:

22 (e) Non-Recurring Costs of \$52,600; and

23 (f) Monthly Recurring Costs of \$29,652.

24 55. The term of the Second Order Services was five (5) years.

25 56. From approximately July 22, 2019 through approximately October 1, 2019, Plaintiff  
26 provided Services in accordance with the MSA and the Second Order.

27 57. Guardian has breached the MSA, the First Order, and the Second Order by failing to  
28 pay for the Services as agreed.



1           58.     Russell and Snyder knew of the MSA, the First Order, and the Second Order by and  
2 between Plaintiff and Guardian.

3           59.     Plaintiff is informed and believes, and based thereon alleges, that Russell and Snyder  
4 advised and instructed Guardian to fail and refuse to make the promised payment of \$30,000 and to  
5 further “terminate” the MSA, the Initial Order, and the Second Order. Plaintiff is further informed  
6 and believes, and based thereon alleges, that Russell and Snyder intended to cause Guardian to  
7 breach the MSA, the Initial Order, and the Second Order.

8           60.     As a result of Guardian’s failure and refusal to make the promised payment of  
9 \$30,000, to further fail and refuse to make any further payments due under the MSA, the Initial  
10 Order, and the Second Order, and its stated intention to “terminate” the MSA, the Initial Order, and  
11 the Second Order, Guardian breached the MSA, the Initial Order, and the Second Order. Russell and  
12 Snyder caused Guardian to breach the MSA, the Initial Order, and the Second Order, and intended to  
13 do so, when they instructed Guardian to fail and refuse to make the promised payment of \$30,000  
14 and to further “terminate” the MSA, the Initial Order, and the Second Order.

15           61.     As a direct and proximate result of Russell and Snyder’s inducing Guardian’s breach  
16 of the MSA, the First Order, and the Second Order, Plaintiff has been damaged in an amount to be  
17 determined at trial, but in no event less than \$2,046,048, together with costs that Plaintiff has  
18 incurred due to Guardian’s breaches of the MSA, the Initial Order, and the Second Order,  
19 consequential damages, pre-judgment interest, and any and all attorney fees and costs incurred in  
20 enforcing the MSA, the First Order, and Second Order, as may be ordered by the Court.

21           62.     Russell’s and Snyder’s acts, practices, and courses of conduct were performed  
22 intentionally, knowingly, deceitfully, and fraudulently, with reckless indifference toward, and a  
23 disregard of, the rights of Plaintiffs, with the intention on their part of depriving Plaintiffs of  
24 property and legal rights and otherwise causing injury. Such misconduct was and is despicable and  
25 fraudulent conduct that has subjected Plaintiffs to unjust hardship, entitling Plaintiffs to exemplary  
26 and punitive damages in an amount to be determined at trial.

27 ///

28 ///

**PRAYER FOR RELIEF:**

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. For general and special damages in an amount to be proven at trial, but in no event less than \$2,046,048;
2. As to Russell and Snyder, for punitive or exemplary damages in an amount to be proven at trial;
3. For pre-judgment and post-judgment interest at the maximum rate allowed by law;
4. For costs of suit incurred herein;
5. For reasonable attorney fees; and
6. For such other and further relief as the Court may deem just and proper.

DATED: June 17, 2020

Respectfully submitted:

INDEGLIA PC

By: 

MARC A. INDEGLIA  
Attorneys for Plaintiff  
6x7 NETWORKS, LLC

# **Exhibit 1**

## Quotation

### Proposal for hardened datacenter and content delivery solution

Date: 05/31/2019

Client: Steve Russell – (Guardian)

Location: 6x7 SF1 Carrier-Neutral Datacenter – 5030 3<sup>rd</sup> st, San Francisco, CA

Proposal: 6x7 will provide a solution for total infrastructure support for Guardian's global deployment, starting with 5 global sites. Guardian's needs consist of pushing packets through CPU cores as fast as possible, for as low-latency an experience as possible, for our mutual end customers. Latency is the enemy.

6x7 has created a hardware platform targeted at AI and Machine Learning that is highly applicable, and with minor modifications, can likely support massive scale-out of Guardian's services globally through distributed POPs.

A full scope solution, serviced and supported by 6x7 with hardware and software engineering support, is provided, turn-key and out the gate.

Contract must be fully funded and this quote/MSA signed to initiate.

#### PHASE 1

**Test and tune - DURATION 1 month unless renewed.**

Location: 6x7 SF1 Carrier-Neutral Datacenter – 5030 3<sup>rd</sup> st, San Francisco, CA  
Service:

- 1x 42U locked cab ~~MRC \$2450 NRC \$2000~~ MRC \$799 NRC \$1400
- 1 30A Power MRC \$1299 NRC \$1600
- 1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm ~~MRC \$4800 NRC \$9600~~  
MRC \$2800 NRC \$1000
- Redundant 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm to Diverse Core Router ~~MRC \$4800 NRC \$9600 MRC \$2800 NRC \$1000~~ NO CHARGE PER BC

#### CUSTOM ENGINEERING:

- 1x 20core/40thread proprietary bare-metal compute node 32GB of RAM (Capacity 1T) \$350 MRC \$2000 NRC
- 2x10g NICs w 1310nm LR optics
- Dual redundant connections to diverse core routers

**CUSTOM ENGINEERING:**

- 1x 40core/80thread proprietary bare-metal compute node 32GB of RAM (Capacity 1T) \$500 MRC \$2000 NRC
- 4x10g NICs w 1310nm LR optics
- Dual redundant connections to diverse core routers

THIS PRICING IS CONFIDENTIAL and requires a signed counterpart

IPs: 8 Static.

SLA: 2 hour response 4 hour cure 24/7/365.25 99.999\*%

Term: 3 year

Install lead time: **30 days** from executed contract, quote, and payment of NRC and 1<sup>st</sup> month MRC.

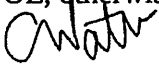
This quotation is invalid without a companion Master Services Agreement.

This quotation expires **15days** from the date above.

Prices indicate price for qty1, qty actually used to be billed.

This quotation is invalid unless signed by the Customer.

\*= Requires if applicable 24/7/365.25 access to all of customer's facilities including roof, riser, and MPOE, otherwise best-effort.

Signed:  \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



6x7 Networks, LLC 4104 24<sup>th</sup> st #403 San Francisco CA 94114

## Master Service Agreement

This Master Service Agreement (the "Agreement") is between 6x7 Networks, LLC. ("6x7") and the Customer shown at the end of this document and consists of (i) this document and (ii) the Customer's Order(s). 6x7 will begin installation and Service only after it receives and accepts: (i) a signed Order; (ii) this Agreement signed by a Customer authorized representative; and (iii) the Initial Payment due under Section 1.1 of this Agreement.

1. Service Fees and Billing. Customer agrees to pay the monthly charges for Service, the activation and other charges indicated on the Order(s) or otherwise due hereunder (collectively, "Fees"). Fees do not include applicable taxes (if any), shipping charges (if any), all of which shall be billed in addition to the Fees and shall be the responsibility of the Customer.

1.1 Initial Payment. Upon 6x7's acceptance of the Order and full execution of this Agreement, Customer shall be invoiced for all Service Activation Charges and the first full month's Fees which shall be immediately to activate the order.

2. Recurring Fees. 6x7 will bill Customer monthly in advance for all recurring Fees and in arrears for usage-based or non-recurring Fees. Billing for monthly Fees will begin on the earlier of: (a) the date that Customer starts using the Service or installs Customer Equipment in 6x7's premises (b) the date of the Service Activation Notice.

3. Payment. Customer will pay in full all invoices from 6x7 in U.S. dollars on or before the date specified on said invoices, generally invoices are due on receipt. Late payments will accrue interest at a rate of ten percent (10%) per month or the highest rate allowed by applicable law, whichever is lower. If payment is returned to 6x7 with insufficient funds, Customer is considered to not to have paid and subject to a returned check charge of \$25 and may be terminated for Nonpayment as described in 13.1.

4. Local and Long Distance Carriers. Customer is responsible for ordering, maintaining, terminating and paying for any data and telecommunications circuits provided to Customer by local and long-distance carriers including cross-connects from 6x7.



5. Other Networks. Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the Network and/or through other public and private networks. 6x7 is not responsible or liable for performance or non-performance of such networks or their inter-connection points.

6. This paragraph intentionally deleted.

7. NO WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES AND THE COLOCATION SPACE ARE AT CUSTOMER'S OWN RISK. 6X7 DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. 6X7 DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

8. Disclaimer of Third Party Actions and Control. 6x7 does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. 6x7 cannot guarantee that such situations will not occur and, accordingly, 6x7 disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the Network or its operations, 6x7 shall have the right to suspend the Service. 6x7 shall restore Service at such time as it reasonably deems that there is no further harm or threat of harm to the Network or its operations.

9. Insurance. Customer will keep in full force and effect during the term of this Agreement: (i) commercial general liability insurance; (ii) workers' compensation insurance in an amount not less than that required by applicable law; and (iii) business property insurance covering Customer's equipment in the amount of its replacement value, and shall furnish certificates of additionally insured naming



6x7 as the insured party, upon reasonable request of 6x7.

#### 10. Limitations of Liability.

10.1 Personal Injury. 6x7 will not be liable for any harm or personal injury to Customer personnel resulting from any cause, other than 6x7's gross negligence or willful misconduct.

10.2 Damage to Customer Equipment. 6x7 is not liable for damage to, or loss of any of Customer Equipment resulting from any cause, other than 6x7's gross negligence or willful misconduct and then only in an amount not to exceed the replacement value of the damaged Customer Equipment, or the total amount paid by Customer to 6x7 for one month's service, whichever is lower.

10.3 Damage to Customer Business. In no event will 6x7 be liable for any incidental, punitive, indirect, or consequential damages (including without limitation any lost revenue or lost profits) or for any loss of technology, loss of data, or interruption or loss of use of Service (except as set forth in Section 6) or any other similar claims by Customer or related to Customer's business, even if 6x7 is advised of the possibility of such damages. 6x7 will not be liable for any damages or expenses incurred by Customer as a result of any deficiency, error, or defect in 6x7's service whether due to equipment, hardware, software, or 6x7's failure to correct the same.

10.4 Maximum Liability. Notwithstanding anything to the contrary in this Agreement, 6x7's maximum aggregate liability to Customer related to or in connection with this Agreement whether under theory of contract, tort (including negligence), strict liability or otherwise will be limited to the total amount paid by Customer to 6x7 for one month's service.

11. Customer will indemnify, defend and hold harmless the 6x7 Parties from and against any and all claims, actions or demands arising out of Customer's use of the Service alleging: (a) with respect to the Customer's business: infringement or misappropriation of any intellectual property rights; defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or spamming or any other offensive, harassing or illegal conduct or violation of the Acceptable Use Guidelines; (b) any loss suffered by, damage to or injury of any other 6x7 customer, any other customer equipment or personnel, which loss, damage or injury is caused by acts or omissions by Customer personnel; (c) any personal injury suffered by any Customer personnel arising out of such





individual's activities related to the Services, unless such injury is caused by 6x7's gross negligence or willful misconduct; or (d) any other damage arising from the Customer Equipment or Customer's business. Customer agrees to reimburse 6x7 for the expense and cost of handling such claims including, without limitation, legal fees.

12. Term. This Agreement will commence on the Effective Date and shall expire at the end of the last "Term" specified in any Order, unless sooner terminated as provided in Section 13 below, provided, however, that each Order shall automatically renew for additional periods of the same length as the initial Term upon the end of its Term unless one party provides the other written notice that it is terminating such Order not more than 120 days and not less than 90 days prior to the end of the Term specified in the Order.

12.1 Rate Adjustments. After the initial term, 6x7 has the right to increase rates by giving Customer 90 days advance notice of its intention to do so. Customer may terminate service within the 90 day period or continue to use service and pay the increased rate.

### 13. Termination.

13.1 Nonpayment. 6x7 may suspend Service to Customer if any amount due hereunder is not paid in full within fifteen (15) days after Customer is sent an overdue notice. To reinstate Service, 6x7 will require payment of the overdue amount. 6x7 may terminate this Agreement (or at its option, only the relevant Order) if any amount due hereunder is not paid in full within thirty (30) days after Customer is sent an overdue notice.

13.2 Bankruptcy. 6x7 may terminate this Agreement upon written notice to Customer if Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

13.3 Unacceptable Use. 6x7 may immediately terminate this Agreement if Customer violates any provision of the 6x7 Acceptable Use Guidelines that results or could result in suspension by 6x7.

13.4 For Other Cause. Except as otherwise stated, either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days after receipt of



written notice of the same.

13.5 6x7 shall have the right to terminate Customer's use of the Colocation space or the Service delivered at a specific facility therein in the event that 6x7's rights to use the facility terminates or expires for any reason.

13.6 Effect of Termination. Upon expiration or termination of this Agreement: (a) 6x7 will cease providing the Services; (b) except in the case of termination by Customer pursuant to Section 12.1, 13.4, or 13.5, all of Customer payment obligations under this Agreement, including but not limited to monthly Service Fees through the end of the Term indicated on the Order(s) will become due in full immediately; and (c) within ten (10) days, Customer will remove all of Customer Equipment and any other property from 6x7's premises and return the Colocation Space to 6x7 in the same condition as it was prior to Customer installation. If Customer does not remove such property within the ten (10) day period, 6x7, at its option and at Customer expense, may remove and store any and all such property, return such Equipment to the Customer, or dispose of such equipment without liability for any related damages. In addition 6x7 reserves at any time the right to charge any previously used payment methods and/or to hold any Customer Equipment until it has received payment in full.

14. Survival. The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

15. Miscellaneous Provisions.

15.1 Force Majeure. Other than with respect to failure to make payments due hereunder, neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.

15.2 No Lease. This Agreement is a services agreement and is not intended to and will not constitute a lease of or tenancy or other interest in the Colocation Space or other 6x7 premises, the 6x7 Equipment or any other real or personal property.



**15.3 Government Regulations.** Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

**15.4 Assignment.** Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to an affiliate or a party that acquires substantially all of the assigning party's assets or a majority of its stock as part of a corporate merger or acquisition. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

**15.5 Notices.** Any required notice hereunder may be emailed to [ben@6by7.net](mailto:ben@6by7.net) delivered personally or by courier; sent by confirmed facsimile; or mailed by registered or certified mail, return receipt requested, postage prepaid, to either party at the name and address on the signature page of this Agreement, or at such other address as such party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered personally or by courier, or five (5) days after it is sent by confirmed facsimile or mailed.

**15.6 Relationship of Parties.** This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

**15.7 Changes Prior to Execution.** Customer represents and warrants that any changes to this Agreement made by it were properly marked as changes and that Customer made no changes to the Agreement that were not properly identified as changes.

**15.8 Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles.

**15.9 Confidential Information.** The terms and conditions of this Agreement, any Order(s) and other related 6x7 documents are confidential information.

**16. General.** This Agreement (including Appendix A and B below), together with the Order(s) and 6x7 policies referred to in this Agreement, as well as any



Addendum executed by both parties in good faith, is the complete agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral. In the event of a conflict in terms between this MSA and any Addendum, the language in the Addendum shall control. This Agreement may be executed in two or more counterparts (and the signature pages may be delivered with ink or electronic signature or by facsimile or email), each will be deemed an original, but all together will constitute one and the same instrument. This Agreement may be modified only through a written instrument signed by both parties. Should any provision of this Agreement be declared void or unenforceable, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of this Agreement will remain in full force and effect. If a conflict arises between Customer's purchase order terms and this Agreement and Order(s), this Agreement and Order(s) shall take precedence. In the case of international, federal, state or local government orders, Customer purchase order must contain the following language: "This purchase order is being used for administrative purposes only and is subject to the terms and conditions of the 6x7 Master Service Agreement executed between Customer and 6x7."

#### 17. Definitions

**"Bandwidth Fees"** Fees for usage of bandwidth provided under this Agreement as set forth in the Order.

**"Colocation Space"** The physical area within 6x7's Colocation facility identified in an Order.

**"Customer Equipment"** The computer, network, or other equipment placed by or for Customer in the Colocation Space, other than 6x7 Equipment.

**"Fees"** Charges and fees for Services charged to Customer by 6x7, exclusive of Taxes.

**"6x7 Equipment"** All computer equipment, software, networking hardware, shelving, cabling, cross-connects or other materials belonging to or furnished by 6x7.

**"6x7 Parties"** 6x7 and its affiliates, owners, partners, trustees, officers, directors, employees, and agents.



“Network” The network of routers, switches and circuits that are owned or controlled by 6x7.

“Order” An order for Service prepared by 6x7, submitted by Customer, and accepted by 6x7. 6x7 is under no obligation to accept an Order. For legacy purposes, an Order may also be called Quotation of Services (“Quote”). Customer and 6x7 may enter into subsequent Order(s), which will automatically become part of this Agreement. In the event of conflict between the terms of this Agreement and the terms of an Order, the terms of the Order shall control.

“Personnel” refers to employees, representatives, agents, contractors, or subcontractors.

“Ready For Service Date” refers to the date 6x7 has delivered the Service ready for customer use.

“Service” All services, goods and other offerings provided by 6x7 under an Order pursuant to this Agreement.

**APPENDIX A: INTERNET SERVICE** This appendix only applies if Customer is receiving Internet Service from 6x7 Electric.

**A.1 Acceptable Use Guidelines.** Customer will at all times comply with and conform its use of the Service to the 6x7 Acceptable Use Guidelines (set forth at 6x7’s website), as updated from time to time. In the event Customer violates 6x7’s Acceptable Use Guidelines, 6x7 shall have the right to immediately suspend Service. 6x7 will provide notice and opportunity to cure, if and to the extent 6x7 deems practicable, depending on the nature of the violation and availability of the Customer. 6x7, in its reasonable and sole discretion, may re-enable the Service upon satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the future.

**A.2 Updates.** 6x7 may update the 6x7 Acceptable Use Guidelines from time to time by posting such updates on 6x7’s website. References herein to the 6x7 Acceptable Use Guidelines shall mean the most updated version of such policies or procedures posted on 6x7’s web site. 6x7 shall notify Customer of any material changes to its policies and procedures.

**A.3 Illegal Use.** Customer will cooperate in any investigation of Customer’s alleged illegal use of 6x7’s facilities or other networks accessed through 6x7. If



Customer fails to cooperate with any such investigation, 6x7 may suspend Customer's Service immediately. Additionally, 6x7 may modify or suspend Customer's Service in the event of illegal use of the Network or as necessary to comply with any law or regulation, including the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512, as reasonably determined by 6x7.

**A.4 Address Space.** 6x7 will assign IP addresses to Customer based upon ARIN guidelines. Addresses assigned to Customer by 6x7 may only be used while a 6x7 Internet Service customer. If Customer has a valid address allocation from ARIN, RIPE, APNIC, LACNIC, or AFRINIC Customer may request 6x7 to announce it via BGP at no additional charge.

**A.5 Bandwidth Measurement.** Bandwidth usage will be calculated by 6x7 using the 95<sup>th</sup> percentile of samplings taken at 5 minute intervals on a monthly basis. Samples are taken by 6x7 via SNMP from the 6x7 switch or router port Customer is directly connected to and are the greater of input or output bits per second. 95<sup>th</sup> percentile is determined by sorting the sample data from smallest to largest and discarding the top 5 percent, with the remaining largest sample designated as the 95<sup>th</sup> percentile.

## APPENDIX B: COLOCATION IN 6X7 FACILITIES

This appendix only applies if Customer is receiving Colocation from 6x7 in a 6x7 data center.

**B.1 Use of Space.** 6x7 grants Customer the right to operate Customer Equipment at the Colocation Space, as specified on Customer's Order. Except as specifically provided herein, Customer expressly assumes all risk of loss to Customer Equipment in the Colocation Space. Customer shall be liable to 6x7 for any damage to the Colocation facility, 6x7 Equipment or equipment of other 6x7 customers caused by Customer, Customer Equipment, or Customer's personnel. Customer Equipment shall be industry-accepted information and communication technology equipment suitable for use in a data center and shall retain the appropriate government approvals including without limitation CE, UL, and NEBS.

**B.2 Customer Equipment Installation and Removal.** Customer is responsible for all aspects of installation and removal of Customer Equipment, including bringing appropriate equipment, tools and packaging materials. Customer will install Customer Equipment in the Colocation Space after obtaining the appropriate



authorization from 6x7 to access 6x7 premises. Customer will remove all packaging for Customer Equipment promptly after installation. Should Customer use an agent or other third party to deliver, install or remove Customer Equipment, Customer will be solely responsible for the acts of such party. At Customer's option, 6x7 will remove and package Customer Equipment and place Customer Equipment in a designated area for pick-up, on the condition that Customer either provide or pay for all needed packaging plus pay 6x7's packaging fees and charges. Within five (5) days after authorization from 6x7, Customer will remove Customer Equipment from the designated area or arrange on a pre-paid basis for a carrier to pick-up and ship such equipment to Customer. Customer may request remote hands service for the purpose of installation of equipment that has been shipped preconfigured by Customer to 6x7.

**B.3 Designated Space.** 6x7 will designate space for Customer. All of Customer's equipment and property must be stored in Customer's designated space or removed from the premises by Customer. Equipment and other property left by Customer in an area other than the Customer's designated space may be considered abandoned by 6x7. In that event, 6x7 may, at its option either (a) retain such items as its property or dispose of them without accountability in such a manner as 6x7 shall determine, at Customer's expense, or (b) remove and store such items for Customer, at Customer's expense.

**B.4 Electrical Power.** Unless otherwise specified on Customer's Order, each cabinet or rack shall be supplied with TWO 110 VAC 15A electrical circuits connected to its own circuit breaker, however they are A and B feeds, therefore the combined power draw may only be ½ of the total continuous 80% de-rated load. At its sole option, 6x7 may elect to provide 208/240v power, in which case the amperage of circuits will be reduced accordingly. Customers may upgrade their power needs through placing an Order for upgraded services at anytime. Any power distribution provided by 6x7 are subject to the Limitations of Liability contained within this Agreement. 6x7 does not keep track of the power requirements of customer equipment and will not be held liable by Customer if Customer, by action of Customer's personnel or by 6x7's personnel at the request of Customer, exceeds the rating of an electrical circuit, power strip, and/or circuit breaker. 6x7 Electric is not responsible for damage caused by loss of power due to a circuit breaker tripping, equipment failure, or other reason. If Customer uses more than ½ of 80 percent the rated number of amps on an A/B redundant electrical circuit (or in the case of shared cabinet customers more than the number of amps contracted) 1) 6x7 will notify Customer that they are over amperage on



the circuit 2) After thirty days (30) if the over amperage condition is not cured, for each over amperage electrical circuit Customer will pay an additional over amperage fee equal to the monthly cost of the electrical circuit or the monthly cost of the cabinet if the electricity was included in the cabinet pricing. Customer is responsible for any damage to the circuit breaker, wiring, electrical outlet, power strip, or other electrical equipment caused by a sustained over amperage condition.

**B.5 Cross Connects.** Customer may run cross connects between Customer's adjacent cabinets at no charge. In addition to any cross connects between Customer's adjacent cabinets, Customer may request cross-connects through Customer's nonadjacent cabinets, within 6x7's facility, by placing an Order. Customer may request cross connects at the then current rate. All cross connects to cabinets other than Customer's cabinets or between Customer's nonadjacent cabinets shall be installed solely by 6x7 and no cross connects shall be performed in any other manner or location, unless otherwise permitted by 6x7 in writing at its sole discretion. 6x7 provides only SMF 1310nm LR optic cross-connects, no copper or MMF infrastructure is available. The term of the license of any such cross connects shall commence on the date of installation. Customer may terminate the license of any such cross connection upon at least thirty (30) days advance written notice to 6x7 (provided that, without limiting such notice period, the effective date of termination must be the first day of a calendar month). Customer shall not be entitled to any other cross connects or other connections. All cross connects shall be subject to the consent of the party with whom Customer wishes to connect.

**B.6 Remote Hands Service.** Customer may request 6x7 to perform "remote hands" service on Customer's equipment within 6x7's facilities. Remote hands service involves 6x7 personnel physically touching or inspecting Customer's equipment at Customer request. Remote hands tasks are limited to simple tasks such as pressing a button, flipping a switch, or hooking up a monitor and reporting what is on the screen, that take no longer than 15 minutes to perform. Remote hands tasks do not include configuration of customer equipment. Remote hands service does not include daily scheduled tasks such as tape changing. Customer may request a maximum of 1 hour of remote hands service per month at no charge. Remote hands service in excess of 1 hour is available at additional charge. Customer is not required to use the remote hands service. Customer may choose to use its own personnel to perform any task on its equipment at any time. Customer understands that computers and telecommunications equipment (hardware) are electromechanical devices and may fail. Customer is solely responsible for the





maintenance and replacement of its hardware. 6x7 does not warrant either the results to be obtained from the remote hands service or that the remote hands service will be error free. Customer agrees to indemnify and hold harmless 6x7 against any loss, damage, cost and expense due to claims from Customer or third parties arising out of Customer's remote hands requests.

**B.7 Access and Security.** Customer personnel may access the Colocation Space as allowed by the access list provided by Customer to 6x7. 6x7 reserves the right to deny access to specific Customer personnel for billing or security reasons. Customer shall be responsible for any authorized or unauthorized access to Customer Equipment through the Internet and any resulting use of Service.

**B.8 Prohibited Uses.** Customer shall not do or allow any use which in the opinion of 6x7 (a) causes or is likely to cause damage or constitutes a nuisance or annoyance to the facility, equipment, personnel, or other customers (b) would violate a condition of standard fire insurance policy for data processing centers in California (c) would violate any certificate of occupancy for the building.



**6x7 Networks**  
CRITICAL SYSTEMS

**CUSTOMER**

*Onativ*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Postal Code

\_\_\_\_\_  
Country

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email






*VGA*

---

<b>TITLE</b>	6x7
<b>FILE NAME</b>	6x7 Networks Quote - Guardian[4].docx and 1 other
<b>DOCUMENT ID</b>	bf12f48cfebb225b1728f88d847a45ac06e82388
<b>STATUS</b>	◉ Completed

---

Document History

- |  |                                   |  |
|--|-----------------------------------|--|
| <br>SENT        | <b>05/31/2019</b><br>22:27:08 UTC | Sent for signature to Chirayu Patel (chirayu.patel@guardianapp.com) and Ben Cannon (ben@6by7.net) from ben@6by7.net<br>IP: 206.80.236.18 |
| <br>VIEWED      | <b>06/05/2019</b><br>18:31:57 UTC | Viewed by Chirayu Patel (chirayu.patel@guardianapp.com)<br>IP: 4.14.107.98   |
| <br>SIGNED    | <b>06/05/2019</b><br>18:36:16 UTC | Signed by Chirayu Patel (chirayu.patel@guardianapp.com)<br>IP: 4.14.107.98   |
| <br>VIEWED    | <b>06/05/2019</b><br>18:37:25 UTC | Viewed by Ben Cannon (ben@6by7.net)<br>IP: 206.80.236.18   |
| <br>SIGNED    | <b>06/05/2019</b><br>18:37:37 UTC | Signed by Ben Cannon (ben@6by7.net)<br>IP: 206.80.236.18   |
| <br>COMPLETED | <b>06/05/2019</b><br>18:37:37 UTC | The document has been completed.   |

## **Exhibit 2**

## Quotation

### Proposal for hardened datacenter and content delivery solution

Date: 07/22/2019

Client: Guardian

Location: 6x7 SF1 Carrier-Neutral Datacenter – 5030 3<sup>rd</sup> st, San Francisco, CA

#### Service:

- 4x 42U locked cab ~~MRC \$2450 NRC \$2000~~ MRC \$799 NRC \$1400
- 2x 30A Power MRC \$1665 NRC \$1600
- 1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm ~~MRC \$4800 NRC \$9600~~  
MRC \$2800 NRC \$1000
- Redundant 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm to Diverse Core Router ~~MRC \$4800 NRC \$9600 MRC \$2800 NRC \$1000~~ NO CHARGE PER BC
- Private Encrypted Network 1,000Mbit / 1,000Mbit L2 SMF 1310nm \$400 NRC \$1000

#### CUSTOM ENGINEERING:

- 4-rack “full row/cage”
- Dedicated Chassis and OOB management on own dedicated physically segregated network
- 8x 40core proprietary bare-metal compute node 128GB of RAM (Capacity 1T) \$550 MRC \$1600 NRC
- 4 x 10g NICs w2 ports (8 interfaces total) 1310nm LR optics
- 4x 1 Tbps I/O Aggregator backplane switches
- Dual redundant connections to diverse core routers

Location: 6x7 SM1 Carrier-Neutral Datacenter – 4 w 4<sup>th</sup> ave, San Mateo, CA

#### Service:

- 4x 42U locked cab ~~MRC \$2450 NRC \$2000~~ MRC \$799 NRC \$1400
- 2x 30A Power MRC \$1665 NRC \$1600
- 1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm ~~MRC \$4800 NRC \$9600~~  
MRC \$2800 NRC \$1000
- Redundant 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm to Diverse Core Router ~~MRC \$4800 NRC \$9600 MRC \$2800 NRC \$1000~~ NO CHARGE PER BC
- Private Encrypted Network 1,000Mbit / 1,000Mbit L2 SMF 1310nm \$400 NRC \$1000

#### CUSTOM ENGINEERING:

- 4-rack “full row/cage”
- Dedicated Chassis and OOB management on own dedicated physically segregated network
- 8x 40core proprietary bare-metal compute node 128GB of RAM (Capacity 1T) \$550 MRC \$1600 NRC
- 4 x 10g NICs w2 ports (8 interfaces total) 1310nm LR optics
- 4x 1 Tbps I/O Aggregator backplane switches
- Dual redundant connections to diverse core routers

**Location: 1250 Missouri st, MPOE, San Francisco, CA.**

**Service:**

- 1,000Mbit / 1,000Mbit L3 SMF 1310nm \$1000 NRC \$4400
- 1,000Mbit / 1,000Mbit L2 SMF 1310nm \$400 NRC \$1000

THIS PRICING IS CONFIDENTIAL and requires a signed counterpart

IPs: 6x7 will announce Guardian’s ARIN-allocated /24 via BGP to over 40 networks, and 6x7 will via Custom Engineering (\$0MRC \$0NRC PER BC) provide redundant core-router infrastructure, delivering static IPs on appropriate ports across its entire multi-datacenter network according to customer’s specifications. Customer shall have CONFIDENTIAL 24/7/365 inspection rights to 6x7 Core Infrastructure all the way to its customer racks/equipment under strict non-disclosure rules, in order to verify total physical security.

Customer must authorize any/all access to its racks/equipment/cages in advance, including any emergency or maintenance access, except that any delay in access shall not impact 6x7’s SLA with Customer.

SLA: 2 hour response 4 hour cure 24/7/365.25 99.999\*%  
 Hardware Failure: 24hr replacement by 6x7 staff.

Blocking List – 6x7 shall provide, through its distributed core routing infrastructure, the capability to Realtime block and otherwise drop packets from potential attackers, at Customer’s request, and shall update the RBL/ACL as soon as possible but in no case later than 24 hours after request.

Subpoena Compliance – 6x7 will ACTIVELY AND VHEMENINENTLY oppose any subpoena, warrant, court order, or other attempt to access Customer’s facilities, including refusing access and directing officials to challenge the access in court, to the maximum and fullest extent allowed under any law.

6x7 will immediately, as soon as possible, notify Customer of any such attempt to access its facilities without authorization.

Term: 5 year

Install lead time: **30-60 days** from executed contract, quote, and payment of NRC and 1<sup>st</sup> month MRC.

SF1 to be built to 50% capacity (4 nodes) within 30 days of contract execution  
Portable or permanent cooling to be installed within 30 days of contract execution

If Signed July 22, 2019:

50% at SF1 by Aug 22, 2019

100% at SF1 and SM1 by Sept 22, 2019

This quotation is invalid without a companion Master Services Agreement.

This quotation expires **15days** from the date above.

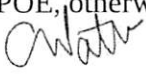
Prices indicate price for qty1, qty actually used to be billed.

This quotation is invalid unless signed by the Customer.

This quotation assumes cross-connect fees, if any, are to be born by the Customer.

\*= Requires if applicable 24/7/365.25 access to all of customer's facilities including roof, riser, and MPOE, otherwise best-effort.

07/22/2019

Signed:  \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_





Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

<b>TITLE</b>	6x7 Guardian revised
<b>FILE NAME</b>	6x7 Networks Quote - Guardian[9].docx
<b>DOCUMENT ID</b>	ff148cebe8d1356fb65780c469ad6b193dc220e0
<b>STATUS</b>	◦ Completed

## Document History

 SENT	<b>07/23/2019</b> 02:18:02 UTC	Sent for signature to Chirayu Patel (chirayu.patel@guardianapp.com) from ben@6by7.net IP: 206.80.236.18
 VIEWED	<b>07/23/2019</b> 02:18:16 UTC	Viewed by Chirayu Patel (chirayu.patel@guardianapp.com) IP: 99.203.107.242
 SIGNED	<b>07/23/2019</b> 02:18:28 UTC	Signed by Chirayu Patel (chirayu.patel@guardianapp.com) IP: 99.203.107.242
 COMPLETED	<b>07/23/2019</b> 02:18:28 UTC	The document has been completed.



# **EXHIBIT B**

(Watters Complaint)

1 Andrew G. Watters  
118 South Blvd.  
2 San Mateo, CA 94402  
+1 (415) 261-8527  
3 andrew@andrewwatters.com

**FILED**  
San Francisco County Superior Court

AUG 26 2020  
CLERK OF THE COURT

BY: *Bowman Liu*  
Deputy Clerk  
**BOWMAN LIU**

4  
5 Pro Per

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF SAN FRANCISCO

11 ANDREW G. WATTERS,  
12 Plaintiff,  
13 v.  
14 BENJAMIN P.D. CANNON,  
15 an individual;  
16 6X7 NETWORKS, LLC, a Delaware  
17 Limited Liability Company;  
18 DOES 1 through 10,  
19 Defendants.

Case no.: CGC -20-586215

COMPLAINT

- 1. Fraud
- 2. Breach of Contract
- 3. Declaratory Relief
- 4. Wage Theft
- 5. Theft
- 6. Conversion
- 7. Labor Code sec. 2802
- 8. False Advertising
- 9. Unfair Competition

UNLIMITED CIVIL

BY FAX

1 Plaintiff Andrew G. Watters ("Plaintiff") complains against  
2 the defendants, Benjamin P.D. Cannon and 6x7 Networks, LLC  
3 ("Defendants" or "Cannon") as follows:

4 **PARTIES, JURISDICTION, AND VENUE**

5 1. Plaintiff Andrew G. Watters is an attorney licensed to  
6 practice law in the State of California (#237990). His offices  
7 are located in San Mateo, California.

8 2. Defendant Benjamin P.D. Cannon is a resident of the  
9 City and County of San Francisco.

10 3. Defendant 6x7 Networks, LLC is a Delaware Limited  
11 Liability Company that is registered to do business in  
12 California.

13 4. The amount in controversy exceeds \$25,000 and the  
14 action includes a cause for declaratory relief as well as a claim  
15 for punitive damages, therefore this matter is Unlimited Civil.

16 5. Defendants Does 1-10 are persons whose names and  
17 capacities are unknown at this time. Plaintiff names those  
18 persons as Does pursuant to CCP sec. 474 and will amend at the  
19 time those persons' identities and capacities are discovered.

20 5.1. Venue is proper in San Francisco because a substantial  
21 portion of the events giving rise to the action occurred here,  
22 and Cannon also lives here.

23 **GENERAL ALLEGATIONS**

24 6. It wasn't the fraud. It wasn't the grandiose and  
25 unrealistic visions. It wasn't the autism<sup>1</sup>. It wasn't the  
26 broken promises. It wasn't even the failure to deliver services

27 \_\_\_\_\_  
28 1 Ben freely states she is autistic.

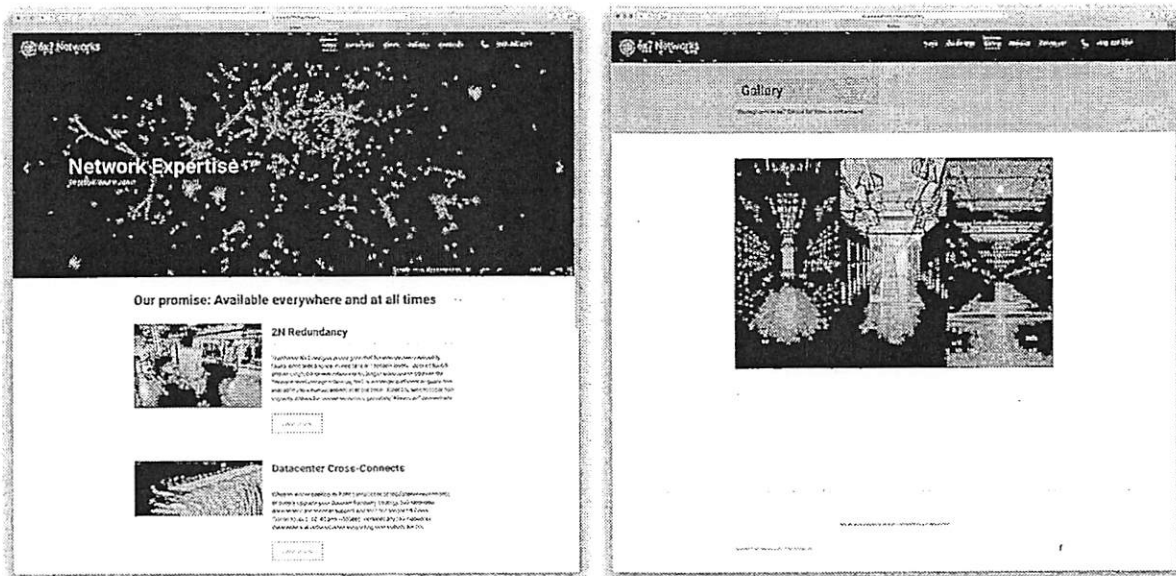
1 I paid for. I'm talking about the last straw in my relationship  
2 with this company, which is what put me over the edge into  
3 litigation. The last straw was Ben's unauthorized charges of  
4 \$1,600 on my credit card for services that I had canceled, but  
5 which Ben continued charging me for despite owing me around  
6 \$20,000. It's sad that things have deteriorated to the point  
7 of me putting up a web page about my experience, but there is  
8 nothing else I can do at this point. This page is an effort to  
9 share my experience with the company and its CEO as a hopefully  
10 entertaining look at how not to run a telecom company, and as a  
11 warning to anyone considering doing business with them.

#### 12 **The Colocation Agreement**

13 7. I saw a Craigslist ad in 2018 with the amusing  
14 title of "Find me colocation clients!" or something similar (I  
15 will look back and get the exact title). I had been looking  
16 for a datacenter to host my equipment following my general  
17 dissatisfaction with the on-premise option at my office. I  
18 emailed the person who posted the ad about obtaining colocation  
19 services, and this turned out to be Benjamin P.D. Cannon, CEO/  
20 owner of 6x7 Networks, LLC. Side note: this is the same Ben  
21 Cannon who founded calguns.net, the popular shooting sports/  
22 Second Amendment discussion board, but who was later forced  
23 out after allegedly impersonating a police officer. The same  
24 Ben Cannon who allegedly contributed to the Ghost Ship fire,  
25 which took the lives of 36 people, through unlicensed electrical  
26 work (Alameda County case no. RG16843631 and RG18928379, among  
27 others. Ben has settled with the Plaintiffs in the lead case  
28 for insurance policy limits). The same Ben Cannon who held a

1 contractor license that has been suspended since 2010. The  
2 same Ben Cannon who owns a RV park that has been the subject of  
3 abatement proceedings in Sonoma County. But I didn't know any of  
4 that at the beginning.

5 8. What I did do, before I signed the contract in 2019,  
6 was visit the 6x7 website, which turned out to be a study in  
7 stock photography-- I did not know that at the time. There are  
8 pictures of gleaming generators and polished concrete floors,  
9 which I believed were representative of 6x7's facilities. See for  
10 yourself:



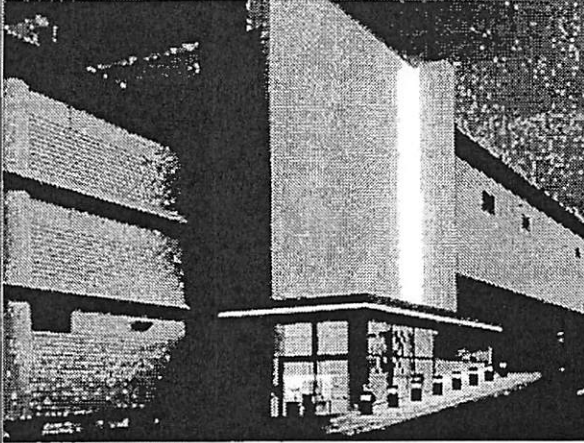

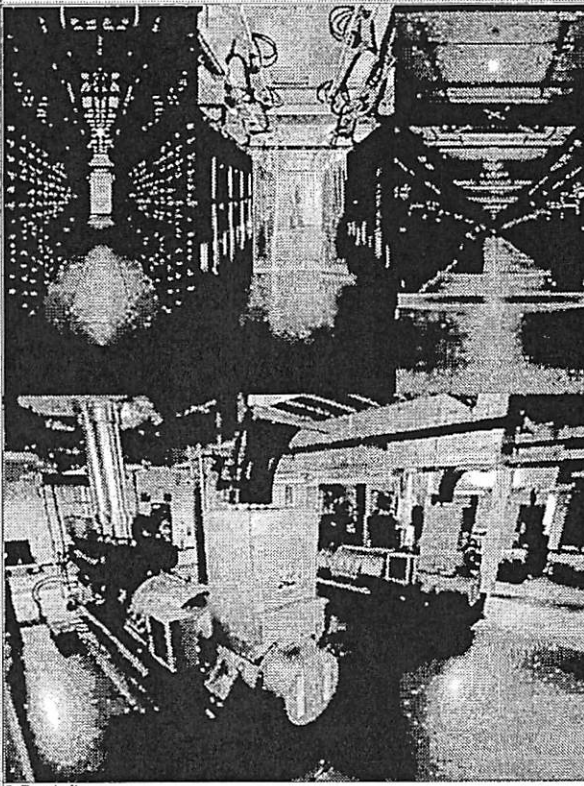
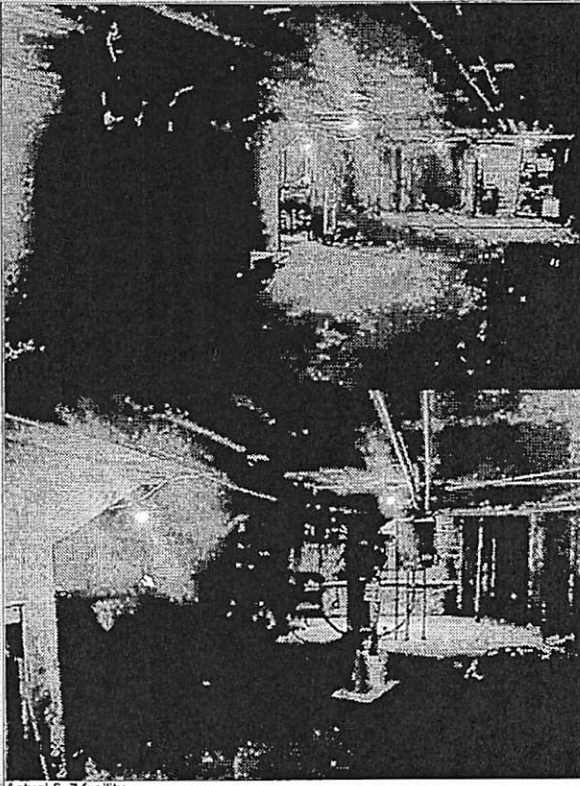
22 9. This, of course, turned out not to be the case. Based  
23 on my conversations with Ben, she<sup>2</sup> led me to believe her facility  
24 was comparable to a real datacenter, such as the "nearby" 200  
25 Paul Avenue that 6x7 claims to have "massive" connections to  
26 (there is a 10 gigabit fiber line supplied by Cogent, which I

27 

---

  
28 2 Ben is biologically male, but identifies as female and is in  
transition.

1 would not call "massive", but I digress). Compare expectation  
 2 versus reality:

Expectation	Reality
	
<p>200 Paul Avenue - "SFR1" Digital Realty</p>	<p>5030 3rd St. - "SF1" 6x7 Networks, LLC</p>
	
<p>6x7 website</p> <p>Per Ben's initial email, Datacenter Features:          Diverse carrier and fiber entry          24 X 7 X 365.25 onsite staff, guard, &amp; remote hands          24 X 7 X 365.25 access          UPS and Diesel generator backup power with 24hr fuel onsite,          and unlimited runtime fueling contract          Disaster management protocols.          Full premises video surveillance.          Dual A&amp;B Generators and ATS          Dual A&amp;B distribution all the way to each rack.          True A&amp;B power at every rack.</p>	<p>Actual 6x7 facility</p> <p>Actual features as observed:          Diverse carrier and fiber entry          24-X-7-X-365.25-onsite-staff,-guard,-&amp;-remote-hands          24-X-7-X-365.25-access          UPS-and-Diesel-generator-backup-power-with-24hr-fuel-onsite,          and-unlimited-runtime-fueling-contract          Disaster-management-protocols.          Full-premises-video-surveillance.          Dual-A&amp;B-Generators-and-ATS          Dual-A&amp;B-distribution-all-the-way-to-each-rack.          True-A&amp;B-power-at-every-rack.</p>

1 In summary, the facility was drastically different from what  
2 was represented. The "on-site staff" was there sporadically,  
3 unless you count Ben, who lived upstairs and never answered her  
4 phone (and never returned voicemails). There was no guard,  
5 unless you count the part-time "NOC" operator (whose frequent  
6 consumption of marijuana on the premises would give anyone  
7 pause). I wouldn't trust the remote hands for the same reason.  
8 There was not 24x7x365 access...I had to call in advance to make  
9 sure someone was there, and even then, the doorbell didn't work  
10 so I was texting Ben to have someone unlock the front door, and  
11 I had to wait as much as 20 minutes to get in. Once in, the  
12 datacenter was either open, or closed up with screws that had  
13 to be unscrewed. There appear to be no generators on the site,  
14 and my rack had a PDU, but not a UPS. There were definitely  
15 not A&B generators (lol), which is also inconsistent with the  
16 2N+1 representations on the 6x7 website. I discovered this  
17 when the utility power went out on one occasion and my server  
18 crashed-- that is not supposed to happen with "true A&B power,"  
19 and would never happen with a UPS and backup generator(s) with  
20 an ATS (Automatic Transfer Switch). If you look at the above  
21 photos of the actual 6x7 facility, you'll see there are two  
22 conduits from the utility meter running along the ceiling, but  
23 there is only one conduit running from the utility meter to the  
24 street. Is that really two separate and independent power lines?  
25 I doubt it, and in any case, if both lines are to PG&E, there is  
26 no point in having two of the same connections without having  
27 backup generators. The "diverse carrier" representation appears  
28 untrue because I was provided a Cogent fiber connection and it

COMPLAINT

1 was unclear who the other carrier may have been (I discovered  
2 that it was Cogent when the fiber went out on one occasion, the  
3 NOC operator stated it was a Cogent issue, and the Cogent website  
4 stated there was an outage; I verified that by looking up the IP  
5 address of my server on whois and learning that it was actually  
6 part of the Cogent network). There were two entry points for  
7 fiber on the property, but it was unclear whether that was the  
8 same carrier; "diverse carrier" implies that if one carrier  
9 goes down, the other will take over so that connectivity is not  
10 lost...that also didn't happen during my outages, which shows  
11 another untrue representation. The "full premises surveillance"  
12 was a couple of consumer security cameras, not an actual security  
13 system. I did not see any cameras in the basement either. As for  
14 "disaster management protocols," there were none that I could  
15 see. The whole operation nearly ground to a halt during one of  
16 Ben's hospital stays, for example, and that prompted Ben to talk  
17 about establishing contingency plans, which shows there were none  
18 in place.

19 10. In those initial conversations via email and phone, Ben  
20 told me that she had a datacenter in San Francisco near 200 Paul  
21 Avenue. I interpreted "near" 200 Paul Avenue to mean within a  
22 couple of blocks or on the same street, and a similar facility.  
23 After Ben and I discussed my colocation needs, she sent me a  
24 quote. Everything seemed to be in order at this point. The deal  
25 seemed amazing and impossible to pass up: 10 gig connectivity  
26 and a full cabinet in a datacenter in San Francisco for \$800 per  
27 month! I signed the papers in 2019.

28 11. When I arrived at the "SF1" facility in December 2019,



1 I was shocked. Everything about the facility was wrong. This  
2 was a converted light industrial building with ground floor  
3 retail, not a datacenter. "SF1" is a mile away from 200 Paul  
4 Avenue-- and a block from 3rd and Palou, which appears to be  
5 ground zero for drug dealing in the Bayview, with a rotating cast  
6 of people who hang out on the street all day. This was not at  
7 all "near" 200 Paul Avenue in the sense that Ben used that word.  
8 The doorbell didn't even work, so I could not initially get in.  
9 When I did get in, it was clear that the facility was drastically  
10 different from what was represented. The ground floor was a  
11 very messy open office with equipment in the lobby and wire  
12 shelving holding computer parts everywhere. The "NOC" (Network  
13 Operations Center) was a single desk with a disinterested guy  
14 who was on Facebook Messenger, and the whole place reeked of  
15 marijuana. Someone's bed was behind a cubicle wall, and there  
16 was even a bathtub in another part of the floor. There was no  
17 elevator to the basement level; instead, it was a set of rickety,  
18 half-broken stairs and I had to carry everything individually  
19 downstairs. Downstairs, it was a converted industrial basement.  
20 My cabinet was in the center of a partitioned off area with a  
21 portable air conditioner running and cables everywhere. Although  
22 it was obvious at that point that I had been fooled, I decided to  
23 give Ben and 6x7 a chance because I had nowhere else to put the  
24 equipment and I wanted to turn it up ASAP.

25 11. As I was installing my equipment, I looked through  
26 the screen door of the cabinet and saw a female-looking figure  
27 walking toward me. She was wearing a full-length black dress,  
28 makeup, and a pink wig. I realized this was Ben, who had not

1 previously told me she was in transition. Ben helped out with  
2 installing the fiber cable to my firewall/router, and I finished  
3 installing the equipment. I went back upstairs and had a  
4 pleasant conversation with Ben about her company, her ambitions  
5 and goals, and similar matters. At that point, despite the  
6 poor quality of the facility, it seemed like things were still  
7 promising. Ben did not tell me at that point that she lived  
8 upstairs, instead stating that she lived "in San Francisco." I  
9 later learned that there had been an unlawful detainer lawsuit  
10 at the subject property earlier in 2019, although it is presently  
11 unclear what portion of the property that related to. It was  
12 settled.

13 12. Due to the terrible condition of SF1, my initial plan  
14 of hosting subtenants in my cabinet was shot to hell. I was  
15 stuck with unmarketable space in a light industrial basement, but  
16 I still tried to make the best of it.

17 13. There was an unexpected total power loss at one point  
18 in May or June 2020, which caused my server to go down. This  
19 should not happen because there is supposed to be 2N redundant  
20 power with a generator on the roof. Apparently, there is no  
21 generator, contrary to Ben's representations and my understanding  
22 from the beginning. Satellite imagery from 2020 does not show a  
23 generator.

24 14. During the course of my colocation arrangement, the  
25 connectivity was satisfactory, however, nothing else was. I  
26 could not access the facility on demand, and there was no way  
27 to get downstairs if the door to the basement was locked, as  
28 happened when Ben was in the hospital in June 2020. When I did

1 get downstairs during one of Ben's hospital stays, the basement  
2 was extremely warm and potentially damaging to my equipment-- a  
3 \$25,000 server. Although it appears now that it was not damaged,  
4 this was a source of worry that I did not need. At this point,  
5 someone threw a brick through a front window and there was a  
6 large hole and open space until boards went up. The facility was  
7 never secure, and this was another constant worry for me.

### 8 The Undelivered Fiber

9 15. In January 2020, I moved my office to a new space in  
10 San Mateo. The space had no internet, and AT&T had initially  
11 missed our installation appointment, which really irritated me  
12 since I waited all day for them. 6x7 offers fiber internet. So  
13 I asked Ben about servicing my office with gigabit fiber internet  
14 for the same price as AT&T. Ben "sharpened her pencils" on the  
15 price and was able to quote me symmetric gigabit fiber with a  
16 backup microwave antenna for \$500 per month, with \$5,000 up front  
17 for construction costs and an install within 45 days. I paid  
18 the \$5,000. For the next *six months*, I regularly followed up  
19 with Ben, who blamed her failure to deliver the services on the  
20 City of San Mateo's permitting process. It's now August 2020 and  
21 the service was never installed-- not even the microwave backup  
22 antenna, which only required placing a book-sized antenna on the  
23 roof and some outside wiring. I finally gave up and called AT&T  
24 in early August, and AT&T had my fiber installed within about  
25 a week of placing the order. I had been using a LTE modem and  
26 paying overage charges on data for seven months! Completely  
27 unacceptable for a telecom company.

28 //

1 Chief Legal Officer

2 16. In late May 2020, Ben was in need of legal services.  
3 On June 1, 2020, Ben offered to hire me in a capacity to be  
4 determined. I thought about it and proposed that I join 6x7 as  
5 Chief Legal Officer part-time to start, at a rate of \$250,000 per  
6 year (\$125,000 per year until the company grossed at least \$10  
7 million). Although this deferral is illegal, I agreed to defer  
8 my first paycheck to August 1, 2020 in order to help out the  
9 company. In other words, I would be earning just over \$10,000  
10 per month starting June 1, 2020, but I would be paid the first  
11 two months' salary on August 1, 2020. Ben accepted the offer  
12 enthusiastically, and so we had an employment contract. I worked  
13 my butt off for Ben for a month and a half, including extensive  
14 personal matters involving Ben's poor health situation and  
15 multiple hospitalizations. During this time, I discovered that  
16 Ben was not only not paying multiple employees, but employees  
17 were advancing their own personal funds to keep the business  
18 operating! I feel really bad for Kar Dhillon, Chief Business  
19 Officer, who (on top of not getting paid properly) advanced the  
20 cost of putting plywood boards over the front of the building.  
21 Although Kar was later reimbursed, that is not the point; Ben was  
22 acting like it was this grand gesture to reimburse Kar when Kar  
23 should not have had to advance personal funds in the first place.  
24 Kar later told me via email that his family poured \$20,000 into  
25 6x7 in order to keep the company afloat! Kar definitely drank  
26 the Kool-Aid, because he was talking about "investing" in 6x7  
27 through his effort when Ben is not offering any stock options  
28 and Kar is not going to end up an owner of the company. In any

1 case, when Ben returned from the hospital and, according to her,  
2 withdrew from the medications they put her on, she called me  
3 on July 12, 2020. Ben said she would be unable to fulfill her  
4 promises to me in our contract, and it was unclear when she would  
5 be able to do so. She wanted me to keep working without getting  
6 paid. I did not agree to that, and I suspended my work for 6x7  
7 at that point. I didn't actually resign until July 29, 2020,  
8 which was when I removed my equipment from SF1 and gave notice  
9 of rescission of all my contracts. In the course of exchanging  
10 emails and calls with Ben in mid-July, it became obvious that Ben  
11 could not recall what promises she had made to other employees,  
12 and it turns out that the other 20 or so employees were not  
13 getting paid (or at least fully paid) either. It was at this  
14 point that Ben started talking about drilling a tunnel under San  
15 Francisco Bay using the Boring Company to get a vehicle-sized  
16 tunnel from SF1 to a fiber landing in Oakland. I asked Ben when  
17 that would happen, and Ben said she had \$7 million pledged so far  
18 but was unsure of the timeline. Lol. Over the following two  
19 weeks, I thought about the situation a lot and ultimately decided  
20 to cut my losses.

21 17. In the course of working for the company, I obtained  
22 a sense of the scale of Ben's ambitions. They are mind-boggling.  
23 In addition to her basic telecom business, Ben wants to do "6x7  
24 Maritime," "6x7 Mobile," "6x7 Nairobi," *plus* have a fleet of  
25 cable-laying ships/yachts that travel around the world visiting  
26 various ports of call. To say that Ben's vision is grandiose  
27 is an understatement. The problem is: Ben is simply unable to  
28 accomplish these lofty goals with her current resources. What

1 Ben is good at is getting people to give more than they receive  
2 back, which is a terrible quality in a person. In addition, Ben  
3 seems to have this delusional belief that she is more important  
4 than she actually is; Ben stated at one point that she needs a  
5 "President's Daily Brief" and was constantly harping on employees  
6 not to bother her with routine inquiries or things that needed  
7 to be explained. I attended many nearly daily conference calls  
8 during which nothing was accomplished except giving me the strong  
9 sense that Ben is an incompetent manager and Kar is an enabler.  
10 To add to this are Ben's random, alarming comments about such  
11 plans as establishing her own *railroad* in order to enable her and  
12 her employees to become a *private police force* (sounds like the  
13 civil rights lawsuit filed by Ben arising out of her arrest for  
14 impersonating an officer may have been frivolous, and Ben having  
15 now been *twice* arrested for and once charged with impersonating a  
16 police officer is at the very least *incredibly unlucky*). Ben, as  
17 the founder of calguns.net, is a shooting sports enthusiast and  
18 relishes the opportunity to exercise her Second Amendment rights.  
19 However, her health situation causes me concern in that area.

20 18. I also had a sales representative contract with 6x7,  
21 and part of that job was essentially vouching for the company  
22 in the sale of its services. I sent out a number of packets or  
23 inquiries to prospective customers who would have been great for  
24 the company. Unfortunately, the company screwed up those leads  
25 on top of being unable to deliver. Example: with one lead, a  
26 guy who owns about 25 buildings, a 6x7 executive assistant sent  
27 a very blunt email to him that probably caused him to think he  
28 was being told what to do by a bossy secretary-- big mistake

1 with a high net worth individual. The conversation did not  
2 progress beyond the initial email. The emails from 6x7 personnel  
3 to leads that I saw were generally inappropriate because they  
4 did not account for, let alone explain, *why* 6x7 would be the  
5 best choice for telecom services in a crowded marketplace *and*  
6 *actually benefit the customer*. So much of the communications  
7 from 6x7 personnel merely assumed that 6x7 was awesome, which it  
8 is not, and the tone of the messages was such that everyone at  
9 6x7 believed they did not have to explain the actual mechanism  
10 of customers realizing benefits from the company's services.  
11 Although 6x7 has access to a large fiber network, it was unclear  
12 even as a (brief) insider who actually owns the fiber network.  
13 6x7 itself is serviced by Cogent at the SF1 facility, so it  
14 would make sense if 6x7 merely purchases access to Cogent's  
15 fiber network. Essentially, 6x7 is able to compete on price,  
16 but not quality of service. And there is no public phone number  
17 if the service goes down, as I found out when I had to resort to  
18 emailing the "NOC" about outages.

19 **The Last Straw**

20 19. I wrote this email on July 29, 2020:

21 Hi Ben,

22 Thanks for your call this morning 7/29/2020. I  
23 understand you are taking some well-deserved time off  
24 and resting so that you can clear your head. You also  
25 apologized for being rude during our last series of  
26 communications, and I appreciate that.

27 I sincerely hope that you feel better soon and that you  
28 continue to improve with your health. That said, I have

1 given your situation a lot of thought. The simple fact  
2 is: due to your erratic behavior and unreliable health,  
3 I cannot trust 6x7 as my telecom provider-- especially  
4 not for the cloud-type 100% uptime services that I am  
5 very close to providing to several customers of my law  
6 practice management system. One example is that the  
7 \$25,000 computer that I had in SF1 until today was  
8 always on my mind as a risk due to the vandalism that  
9 the property has experienced lately (see attached photo  
10 from today). You still have boarded-up windows after  
11 nearly a month since the window was broken, and they are  
12 covered with graffiti. That is, of course, not the only  
13 concern. The facility is completely insecure and also  
14 lacks any of the amenities expected in a conventional  
15 datacenter, which is again not the point.

16 In any case, I am giving you notice under our contracts  
17 that I am rescinding all of our agreements on all  
18 available statutory grounds. I have removed all of my  
19 equipment from your SF1 facility and I will be making  
20 other arrangements for my telecom needs moving forward.  
21 Regarding each contract specifically:

22 1. As to the colocation agreement, the facility you  
23 have (SF1) is inconsistent with the representations  
24 made on your website as to the quality of the facility,  
25 as well as your sales-related representations before I  
26 signed the contract. I thought I was getting into a  
27 real datacenter of the caliber shown on your website,  
28 and this was always your representation. But "SF1"



1 turned out to be a converted basement in a random  
2 light industrial building, in which you live upstairs.  
3 Obviously I noticed the poor quality of the facility on  
4 day one, but I had nowhere else to put the equipment,  
5 so I thought I would give you a chance. Unfortunately,  
6 the facility has not met my expectations, and in no way  
7 can it be considered a datacenter, on top of the other  
8 issues I experienced with you.

9 2. As to the 118 South Blvd. fiber internet, you never  
10 delivered the service and it's been almost seven months.  
11 I don't appreciate having paid \$5,000 NRC for an install  
12 within 30 days and never getting the service. I need my  
13 \$5,000 back.

14 3. As to the Woodlake complex, you cannot possibly  
15 deliver 10 gig connectivity for \$199/mo., and Kar  
16 indicated there was a mistake on the quote anyway  
17 regarding the NRC. This is unfortunate because when I  
18 last checked, the board was considering the proposal.

19 4. Regarding my sales representative agreement, I have  
20 no real desire to market your services now that I have  
21 seen behind the curtain. Since I made no sales (unless  
22 Woodlake pans out), there is no harm to either side.

23 5. Regarding my employment contract, I hereby resign  
24 and demand my final paycheck of \$14,383.56 within 24  
25 hours. This is 42 days of service (June 1 to July 12,  
26 2020 x \$342.47 per day (\$125,000 per year / 365). I am  
27 mailing you back my key fob.

28 I also spent money for Lauren and Lizbeth to do work for

1 you. I am willing to waive this approximately \$1,300.00  
2 if I get paid back on #2 and #5.

3 By my calculation, I am owed \$19,383.56 in wages and  
4 unused NRC. I am not asking for anything beyond what  
5 we agreed to at this time. Please make the necessary  
6 arrangements immediately, or I will respectfully  
7 seek redress in the courts and/or with the Labor  
8 Commissioner, because I doubt I am ever going to get  
9 paid voluntarily. Obviously, if I have to go to court,  
10 I will seek all available remedies as well as attorney  
11 fees.

12 I would like to stress that this is not personal in  
13 any way. You are trying hard with what you have, and  
14 that's admirable. Unfortunately, what you have is  
15 not competitive with real datacenter operators such as  
16 Digital Realty, which has given me a very reasonable  
17 quote on a cabinet at 200 Paul Avenue. I anticipate  
18 giving AT&T another opportunity to install my office  
19 fiber as well. Bottom line, you had a full and fair  
20 opportunity to deliver what we agreed, and you didn't  
21 deliver. Nor did you honor our employment agreement.  
22 That is enough for me to cut my losses.

23 I sincerely wish you the best, however, this will be  
24 the end of our business relationship until such time as  
25 your health improves and/or 6x7 becomes a more reliable  
26 provider of its services.

27 Best,  
28 Andrew

1 20. There was no response, and as of this writing, there is  
2 still no response. Despite making it clear that I was canceling  
3 all the services due to fraud, mistake, etc., and despite Ben  
4 owing me nearly \$20,000, *Ben ran my American Express card* for  
5 \$1,600 on August 9-10, 2020 (two charges of \$800 each). I never  
6 authorized the charges and I disputed them with American Express.  
7 As of this writing, the dispute has been resolved in my favor and  
8 the charges reversed.

9 **Behind the Curtain**

10 21. I don't understand how this clown show is possible.  
11 A person should not make promises she knows she cannot fulfill,  
12 and can barely even remember making. An employer cannot treat  
13 employees this way-- the things Ben is doing are illegal and the  
14 business could get shut down by the State or Federal employment  
15 authorities at any moment. In all likelihood, Ben's company will  
16 fail not through a lack of proper service offerings, but because  
17 of its erratic and unreliable CEO and its failure to deliver  
18 services to customers. Customers have signed contracts and paid  
19 NRC (non-recurring charges) to get services turned up, and 6x7  
20 owes those customers service turn-ups. I doubt the company is  
21 going to survive, and in my opinion it's going to end badly.

22 22. If I had to trace the dysfunction at 6x7 to any one  
23 cause, it would be Ben's autism. Ben freely states that she  
24 is autistic, although this was not disclosed to me until June  
25 2020. This appears to cause her to disregard other people's  
26 needs and expectations, and also reduces her ability to tell the  
27 truth. Had I known in 2018 any of the important things I know  
28 now, I would never have responded to that initial Craigslist

1 ad. I would have gone with a real datacenter operator such as  
2 Digital Realty, which recently quoted me a very reasonable price  
3 for a cabinet at 200 Paul Avenue. At least that way, I would  
4 not be out \$20,000 and a month and a half of my life, plus the  
5 incredible stress of being pulled in so many directions by an  
6 erratic and ultimately unreliable individual. To think that Ben  
7 considered me a close friend is laughable...friends don't defraud  
8 each other. I hope whoever reads this page in its entirety  
9 thinks twice about doing business with Ben or 6x7.

10 23. Ben was charged with impersonating a police officer  
11 in 1999, (Sonoma County no. TCR-344115-1). The charge appears to  
12 have been dismissed as part of a plea bargain, because Ben pled  
13 no contest to giving a false vehicle registration and the other  
14 charges were dismissed. Side note: there appears to be an active  
15 bench warrant for Ben in Sonoma County case no. SCR-717747-1  
16 filed in 2018 arising out of unlawful timber harvesting and two  
17 counts of contempt. Ben's other criminal cases in Sonoma County  
18 have all been dismissed-- at least one case (two counts of theft  
19 in 2006) through volunteer work, with multiple bench warrants  
20 for her failures to appear (Sonoma County case no. SCR-487556-1).  
21 I don't know what her situation is in San Francisco due to the  
22 unavailability of criminal cases online.

23 **FIRST CAUSE OF ACTION**

24 **FRAUD**

25 (Against all defendants)

26 24. Plaintiff incorporates by reference all preceding  
27 allegations in this complaint.

28 25. Through the foregoing course of conduct, Cannon made

COMPLAINT

1 multiple false representations to Plaintiff. These include, but  
2 are not limited to, the following false representations:

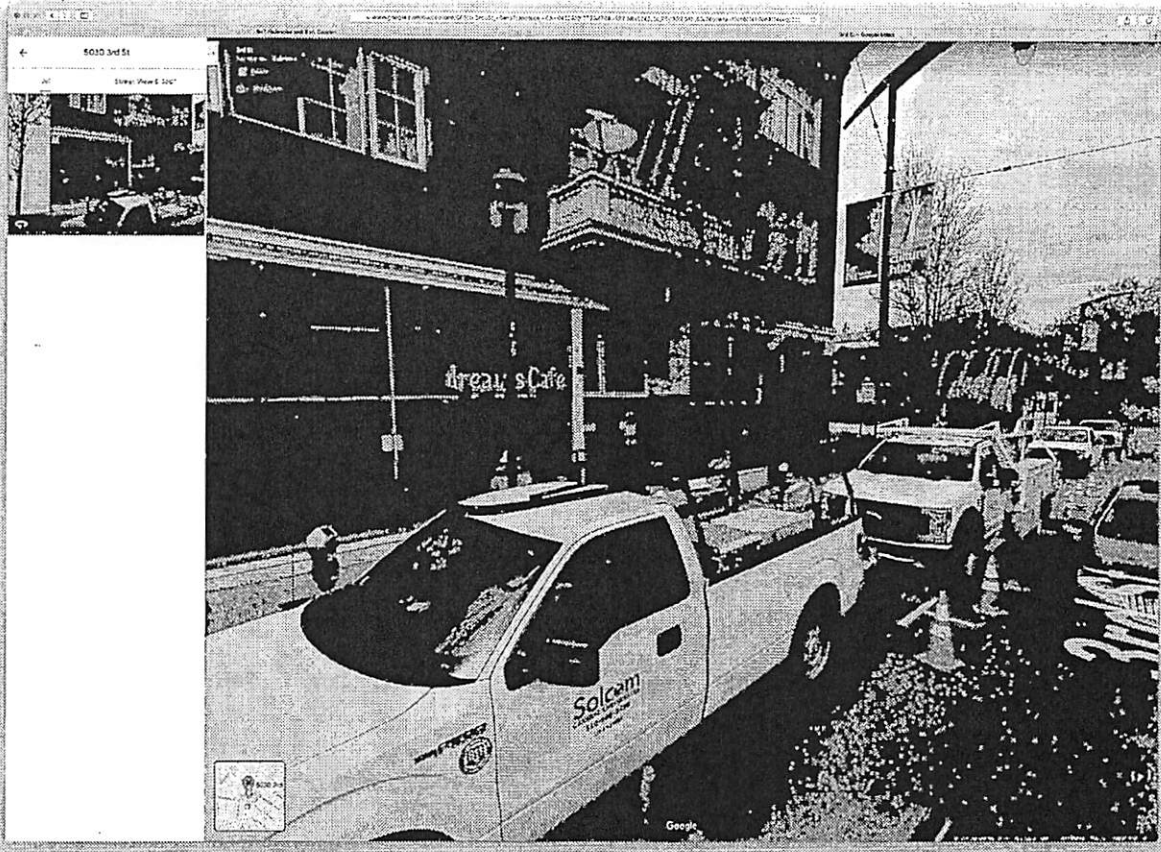
3 a. On April 7, 2018, Cannon represented in an email  
4 message that she had a datacenter with the following features:

- 5 • Diverse carrier and fiber entry
- 6 • 24 X 7 X 365.25 onsite staff, guard, & remote hands
- 7 • 24 X 7 X 365.25 access
- 8 • UPS and Diesel generator backup power with 24hr fuel  
9 onsite, and unlimited runtime fueling contract
- 10 • Disaster management protocols.
- 11 • Full premises video surveillance.
- 12 • Dual A&B Generators and ATS
- 13 • Dual A&B distribution all the way to each rack.
- 14 • True A&B power at every rack.

15 The representations were false in that:

16 i. Cannon did not actually have the datacenter. *She*  
17 *had not even occupied the building yet*, which Plaintiff only  
18 discovered in August 2020 when he reviewed the lease attached  
19 to the building owner's unlawful detainer suit from June 2019.  
20 Cannon had signed a lease for 5030 3rd Street on March 1, 2018  
21 for the basement and a residential unit at \$2,100 per month,  
22 but the start date was *June 1, 2018, after* Cannon claimed in  
23 April 2018 to *already have* the datacenter. Cannon *had not even*  
24 *built any* of the datacenter at the time she claimed to have the  
25 datacenter and all the above features! Google Street View images  
26 reveal that the fiber at Ben's facility was not installed until  
27 *April 2019, a year after* Ben's representations:

28 //



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15

16 Further, although Plaintiff had signed a quote for the supposed  
17 San Mateo facility and Cannon led Plaintiff to believe *for over*  
18 *a year* that that was where Plaintiff would be installing his  
19 equipment, the San Mateo facility *also did not yet exist*. This  
20 was supposedly because Cannon did not have permits yet from the  
21 City of San Mateo (according to her email of August 7, 2019).  
22 This appears to be why Cannon instructed Plaintiff to install  
23 at Defendants' San Francisco facility, contrary to the parties'  
24 contract. This was seriously inconvenient to Plaintiff, whose  
25 whole point in desiring colocation in San Mateo was for his  
26 convenience, since he lives in San Mateo and the Union Bank  
27 building in San Mateo would have been very easy to access, unlike  
28 Defendants' San Francisco location in the Bayview.

1           ii. Cannon's lease in San Francisco was for the  
2 basement and a residential unit. Despite this, she occupied the  
3 *entire ground floor retail space* as well-- this prompted the  
4 property owner to send a letter in May 2019 accusing Cannon of  
5 various breaches including *trespass*, and then serve *3-day notices*  
6 to quit or cure in May and June 2019. The unlawful detainer  
7 action was actually filed on June 28, 2019-- right around the  
8 time Plaintiff signed the contract for colocation space with  
9 Defendants. In other words, Cannon *was in breach* of her lease  
10 *from the beginning of Plaintiff's service contract* due to  
11 Cannon's *unauthorized construction* on the property and occupancy  
12 of more space than she agreed to, among other breaches noted by  
13 the owner. The unlawful detainer was not settled until *February*  
14 *2020*. Thus, Cannon *had no right to occupy the property* at the  
15 time she and Plaintiff signed Plaintiff's contract for space  
16 in the building, and for the first several months Plaintiff's  
17 equipment was actually in the facility! This is the very  
18 definition of a fraudulent promise and representation.

19           iii. To make matters worse, the "datacenter" as  
20 ultimately built in San Francisco did not have *any* of the  
21 represented features, with the *possible* exception of "diverse  
22 fiber entry" since there are, technically, two fiber entry points  
23 on the property. However, it was unclear who the carrier(s)  
24 were, making "diverse" likely untrue. The falsity of this  
25 particular representation is shown by a fiber outage at Cogent  
26 that occurred in 2020-- which completely surprised Plaintiff  
27 because the service at his cabinet was supposed to be diverse  
28 in order to prevent just such an outage! *There were also no*

1 *generators*, contrary to Cannon's express representations, which  
2 Plaintiff only discovered when the utility power went out on one  
3 occasion and crashed his server. *That is not supposed to happen*  
4 with "true A&B power at each rack," a "UPS" (uninterruptible  
5 power supply), and "dual generators with ATS" (automated transfer  
6 switch)-- all features represented by Cannon as being present in  
7 April 2018, but which were in reality *never in the facility even*  
8 *when it was actually built.*

9           iv. The "datacenter" as built was not actually a  
10 datacenter. It was a *converted industrial basement* that was  
11 totally unsuited for datacenter use and *completely different*  
12 from the gleaming facilities that appear on the 6x7 website. The  
13 *partial* list of deficiencies in the "SF1" facility appears in  
14 para. 9 above, starting with the false representation on the 6x7  
15 website that the facility had 2N+1 reliability (which Plaintiff  
16 only discovered was false through the aforementioned server  
17 crash).

18           b. Cannon represented verbally on or about December 8,  
19 2019 when Plaintiff met her for the first time after installing  
20 his equipment that Cannon had an option to purchase the building.  
21 This was completely false because the lease Cannon signed *shows*  
22 *no option to purchase.* Indeed, as indicated above, Cannon  
23 and 6x7 were still in the midst of defending their *unlawful*  
24 *detainer proceedings* even as late as Plaintiff's *install date in*  
25 *December 2019.* This is important because *Cannon's lease is only*  
26 *three years* and contains *no options to renew*, while Plaintiff's  
27 colocation contract with Cannon is *five years.* In other words,  
28 Cannon committed to serve Plaintiff colocation at "SF1" *for five*



1 years when she knew she only had *three years* in the property!  
2 This is the very definition of a fraudulent promise made without  
3 the intent (or even the ability) of performance. Cannon's  
4 motivation for fraudulently promising five years of colocation  
5 was simple: as she freely told Plaintiff in 2020, *Cannon wanted*  
6 *to finance her contracts* by borrowing money against the *total*  
7 *contract value* (TCV) in order to expand her business. It was  
8 therefore in Cannon's interest to *maximize* the length of the  
9 services agreements in order to make the total contract value  
10 *higher than it would otherwise be* when taking those contracts to  
11 a bank-- without telling the bank that *Cannon could not actually*  
12 *deliver services* for the full length of the contracts! Indeed,  
13 *Cannon solicited Plaintiff to obtain exactly that* in return for  
14 a commission-- investors who would be willing to loan money to  
15 6x7 secured by the services contracts, *including Plaintiff's*  
16 *contract*. *Cannon never disclosed that the contracts were longer*  
17 *than her lease*, or that she *actually had no option to buy the*  
18 *building*. This was problematic for Plaintiff, who actually  
19 did pitch the opportunity to two of his wealthy legal clients  
20 and vouched for the company in a detailed letter that Cannon  
21 personally approved. Fortunately, those clients declined the  
22 opportunity.

23 c. Cannon represented at various times between 2018  
24 and 2020 that 6x7 *has its own fiber internet network* with  
25 *approximately 100,000 on-network buildings*. This is false in  
26 that Defendants apparently merely re-sell or lease access to  
27 Cogent's fiber network and *do not actually own* the fiber they  
28 are claiming to own. This became obvious (1) in the course

1 of Defendant's breach of their fiber internet contract with  
 2 Plaintiff, and (2) the Cogent outage in 2020 that took down  
 3 Plaintiff's server. To wit, as to (1), on or about January  
 4 10, 2020, Plaintiff and Defendants signed a contract for the  
 5 installation of gigabit fiber internet service in Plaintiff's  
 6 office in San Mateo. Defendants promised an install within  
 7 45 days in return for \$5,000 NRC<sup>3</sup> paid by Plaintiff that was  
 8 intended for Defendants' supposed construction costs. The  
 9 service was never delivered, much less within the agreed-upon  
 10 forty-five days. Over the following *seven months* from January  
 11 2020 to July 2020, Cannon gave nothing but excuses for her  
 12 failure to deliver the fiber-- and her failure to deliver even  
 13 the backup microwave antenna that was (according to Cannon)  
 14 a simple book-sized device with some outside wiring. Cannon  
 15 blamed the City of San Mateo's permitting process throughout  
 16 the seven months. However, once Plaintiff became Chief Legal  
 17 Officer in June 2020 and inquired who at the City of San Mateo  
 18 was the problem (so that Plaintiff could contact that person  
 19 and clear the obstacle), Cannon suddenly said there had been  
 20 some progress and to not worry about it. Cannon also directed  
 21 Plaintiff *not to contact* the City of San Mateo yet because  
 22 she was handling it. This turned out to be false; the true  
 23 reasons for Cannon's inability to deliver the fiber were (1)  
 24 Defendants *do not actually own their supposed fiber network* and  
 25 (2) Cannon had already spent Plaintiff's \$5,000 deposit on other  
 26 unrelated projects instead of using it for Plaintiff's fiber.

27 \_\_\_\_\_  
 28 3 Non-Recurring Charges (NRC).

1 The reasons for Cannon's failure to deliver even the microwave  
2 antenna are unknown to Plaintiff at this time, but Plaintiff  
3 anticipates there will be yet another fraudulent representation  
4 on that issue. In any case, the failure to deliver fiber was  
5 a substantial burden on Plaintiff, who had to use a mobile LTE  
6 hotspot and pay substantial data overages. Plaintiff finally  
7 gave up in August 2020 and ordered fiber internet from AT&T,  
8 which had the fiber installed within 10 days and (due to a  
9 promotional rate) cost *half as much* as the 6x7 fiber *that*  
10 *never came*. (The 6x7 fiber was going to be \$500 per month for  
11 symmetric gigabit service; AT&T is presently about \$250 per month  
12 for 300 megabit down/75 megabit up service with five static IP's  
13 and two phone lines, that is upgradeable to a symmetric gigabit  
14 level anytime for approximately \$500 per month). Plaintiff  
15 observed that the fiber install by AT&T was a very simple single  
16 fiber cable run from the utility pole outside his office to  
17 the rear of his office, and the entire process took an AT&T  
18 technician *approximately two hours*, about a week after Plaintiff  
19 placed the order. As to (2), Plaintiff only discovered that  
20 his connection at the SF1 facility was furnished by Cogent when  
21 the 2020 outage happened and there was a notice on the Cogent  
22 website. This prompted Plaintiff to trace the server IP address,  
23 which is actually on the Cogent network. The 6x7 "NOC" confirmed  
24 it was a Cogent issue. At no point did Cannon ever disclose that  
25 Plaintiff's internet service at the cabinet was actually provided  
26 by Cogent and not Defendants. This was important because Cannon  
27 had represented that there was "diverse carrier" internet at  
28 SF1, which means an outage at one carrier was not supposed to

1 take down Plaintiff's server. With Plaintiff's internet at the  
2 cabinet being supposedly provided by 6x7, it was not Plaintiff's  
3 obligation to specifically request or order diverse fiber to his  
4 cabinet; 6x7 was supposed to make whatever arrangements it had  
5 to make in order to provide *reliable internet service* with at  
6 least 99.999% uptime or whatever the SLA said. The SLA was not  
7 met because there were at least three outages just over a two or  
8 three month period in 2020: Cogent (hours long), PG&E (minutes  
9 long), and 450 Mission (hours long), which collectively took down  
10 Plaintiff's server for more than the maximum 0.001% time period.  
11 Finally, Plaintiff threw up his hands in July 2020 and decided to  
12 hold Defendants responsible for their false promises, breaches,  
13 and fraud.

14 d. On or about June 2, 2020, Plaintiff proposed an  
15 employment contract with Defendants in a lengthy email laying  
16 out the terms of the agreement, a copy of which is attached as  
17 Exhibit A. In summary, Plaintiff would be paid \$250,000 per  
18 year for 20 hours per week of legal work, with half of that  
19 salary deferred until the company grossed at least \$10 million  
20 in a year. Plaintiff's actual pay would be \$125,000 per year  
21 until the company grossed \$10 million per year, with the first  
22 paycheck deferred to August 1, 2020. *Cannon enthusiastically*  
23 *accepted the proposal in its entirety*. Thus, Plaintiff joined  
24 6x7 as Chief Legal Officer, an employee, retroactive to June  
25 1, 2020. Despite Cannon's enthusiasm, *she had no intention of*  
26 *performing the contract*, and indeed, *no ability* to perform the  
27 terms of the contract. Cannon had only \$250,000 in the 6x7 bank  
28 account in June 2020 and later admitted that *all* of those funds

1 would be needed to deliver services to customers rather than to  
2 pay employees. Thus, Cannon had no way to pay Plaintiff (or  
3 the other employees) what they were actually going to be owed  
4 at the time she made the promises. Indeed, Cannon admitted on  
5 July 12, 2020 that *she could not remember what promises she had*  
6 *made* to employees, and further, *she denied having any employees*  
7 *at all!* This would have surprised the twenty or so employees of  
8 the company. Cannon directed Plaintiff to "unhitch yourself"  
9 and the other employees, or words to that effect-- Plaintiff has  
10 no access to the 6x7 email system now that Cannon has cut off  
11 Plaintiff's access. Plaintiff asked Cannon to cool off and think  
12 hard about firing everyone before actually firing everyone, but  
13 this was not resolved before Plaintiff's departure.

14 e. Cannon made multiple other false representations and  
15 promises at various points in time, the nature of which are more  
16 within Cannon's knowledge than Plaintiff's, and which Plaintiff  
17 has not yet discovered are false. Thus, Plaintiff alleges on  
18 information and belief that there was even more fraud than  
19 disclosed here.

20 26. Defendants knew their representations and promises were  
21 false at the time they were made, for the reasons stated above  
22 and otherwise.

23 27. Plaintiff believed all of the representations and  
24 promises at the time they were made, and had no reason to doubt  
25 Defendants' representations and promises, nor could Plaintiff  
26 have discovered Defendants' fraud in the exercise of reasonable  
27 diligence.

28 28. Plaintiff suffered damages from Defendants' fraudulent

1 representations and promises in amounts that are difficult to  
2 ascertain at this time, but which will be proved at trial through  
3 the course of discovery to establish exactly which fraud caused  
4 what damages. At a minimum, Plaintiff has lost \$20,000 that  
5 Defendants clearly owe him, but there is also the opportunity  
6 cost of what Plaintiff could have earned had he not wasted at  
7 least 120 hours of his billable time on Defendants. This amount  
8 is estimated at \$36,000 (120 x \$300/hr.), which represents the  
9 reasonable value of Plaintiff's time.

10 29. Wherefore, Plaintiff prays for special damages, general  
11 damages, and punitive damages according to proof.

12 **SECOND CAUSE OF ACTION**

13 **BREACH OF CONTRACT**

14 (Against all defendants)

15 30. Plaintiff incorporates the above paragraphs by  
16 reference.

17 31. Plaintiff and Defendants had a contract for the payment  
18 of wages/salary by Defendants to Plaintiff for his services at  
19 the rate of \$250,000 per year.

20 32. Plaintiff performed his services as agreed, and has  
21 done all or substantially all of the things he was supposed to do  
22 or was excused from doing those things by Defendants' conduct.

23 33. Defendants breached the contract by failing to pay  
24 Plaintiff as agreed.

25 34. Wherefore, Plaintiff prays for special damages of  
26 at least \$14,400 representing the wages he was not paid, plus  
27 interest and attorney fees.

28 //

1 **THIRD CAUSE OF ACTION**

2 **DECLARATORY RELIEF**

3 (Against all defendants)

4 35. Plaintiff incorporates the above paragraphs by  
5 reference.

6 **Count One -- Colocation**

7 36. Plaintiff and Defendants had a contract for colocation  
8 space in Defendants' facility, a copy of which is attached as  
9 Exhibit B. The contract was unilaterally modified by Defendants  
10 to place Plaintiff at the San Francisco facility, even though  
11 Plaintiff agreed and thought he was getting into the San Mateo  
12 facility (which did not even exist at the time of the contract or  
13 install date).

14 37. Plaintiff only agreed to the contract due to  
15 Defendants' fraud as described above, and/or mistakes of fact as  
16 to which Plaintiff did not bear the risk of loss.

17 39. Plaintiff gave notice of rescission on July 29,  
18 2020, but this was not responded to by Defendants. Instead,  
19 Defendants acted as if the contracts were still binding because  
20 they fraudulently charged Plaintiff's credit card for additional  
21 services beyond the cancellation date. Thus, there is now a  
22 controversy between Plaintiff and Defendants as to their rights  
23 and duties under the contract.

24 40. Wherefore, Plaintiff prays for (1) a judicial decree  
25 of rescission and (2) incidental damages, including but not  
26 limited to the difference between what Plaintiff was paying for  
27 colocation with Defendants (\$800 per month) and what an actual  
28 datacenter with comparable services would charge (\$2,500 per

1 month) for the remaining term of Plaintiff's agreement. This is  
2 estimated at \$1,700 per month for a cabinet at Digital Realty's  
3 facility at 200 Paul Avenue with 10 gigabit connectivity, which  
4 is the substantial equivalent of what Defendants represented  
5 Plaintiff was getting when Plaintiff and Defendants signed the  
6 initial contract.

7 **Count Two -- Fiber Internet**

8 41. Plaintiff and Defendants had a contract for fiber  
9 internet service at Plaintiff's office, a copy of which is  
10 attached as Exhibit C.

11 42. Plaintiff only agreed to the contract due to  
12 Defendants' fraud as described above, and/or mistakes of fact as  
13 to which Plaintiff did not bear the risk of loss.

14 43. Plaintiff gave notice of rescission on July 29, 2020,  
15 but this was not responded to by Defendants. Thus, there is now  
16 a controversy between Plaintiff and Defendants as to their rights  
17 and duties under the contract.

18 44. Wherefore, Plaintiff prays for (1) a judicial decree of  
19 rescission and (2) incidental damages, including but not limited  
20 to the overage charges for his mobile LTE hotspot from February  
21 to August 2020 when the AT&T fiber was installed. This amount is  
22 unknown at this time.

23 **Count Three -- Sales Representative Agreement**

24 45. Plaintiff and Defendants had a sales representative  
25 agreement, a copy of which is attached as Exhibit D.

26 46. No sales were made (as far as Plaintiff knows).  
27 Plaintiff seeks a judicial decree of rescission of the agreement  
28 and incidental damages.



1                                    **Count Four -- Residential Fiber**

2            47. Plaintiff and Defendants had a contract for the  
3 installation of fiber internet at Plaintiff's residence, a copy  
4 of which is attached as Exhibit E.

5            48. Plaintiff only agreed to the contract due to  
6 Defendants' fraud as described above, and/or mistakes of fact  
7 as to which Plaintiff did not bear the risk of loss. Plaintiff  
8 seeks a judicial decree of rescission of the agreement.

9                                    **Count Five -- VirtuaScribe Joint Venture**

10           49. Plaintiff and Defendants had a joint venture contract  
11 for the establishment of an innovative online platform for  
12 experts to assist customers with urgent problems, known as  
13 VirtuaScribe. A copy of the agreement is attached as Exhibit F.

14           50. Plaintiff only agreed to the contract due to  
15 Defendants' fraud as described above, and/or mistakes of fact  
16 as to which Plaintiff did not bear the risk of loss. Plaintiff  
17 seeks a judicial decree of rescission of the agreement,  
18 incidental damages such as the cost of the part-time secretary  
19 who was hired to work for the joint venture during the time  
20 she actually worked for the joint venture, and a decree that  
21 Plaintiff is the owner of all of VirtuaScribe and its assets and  
22 intellectual property.

23                                    **FOURTH CAUSE OF ACTION**

24                                    **WAGE THEFT/PAGA**

25                                    (Against all defendants)

26           51. Plaintiff incorporates the above paragraphs by  
27 reference.

28           52. Defendants are *still* engaged in blatant wage theft

1 against their employees, including Plaintiff, and Defendants  
2 *refuse to follow the law* even after being warned multiple times  
3 that they are breaking the law.

4 53. Wherefore, Plaintiff prays for a Private Attorney  
5 General Act injunction, receivership, and any other available  
6 penalties and remedies.

7 **FIFTH CAUSE OF ACTION**

8 **THEFT**

9 (Against all defendants)

10 54. Plaintiff incorporates the above paragraphs by  
11 reference.

12 55. On August 9-10, 2020, Defendants stole \$1,600.00  
13 from Plaintiff by way of fraudulent and unauthorized credit  
14 card charges on the card Plaintiff had been using to pay for  
15 colocation services, in violation of Penal Code sec. 484.

16 56. Although the charges were initially reversed, Plaintiff  
17 expects Defendants will lie to American Express about the  
18 incident and, as a result of yet more fraud, potentially have the  
19 reversal reversed.

20 57. Wherefore, Plaintiff prays for special damages,  
21 punitive damages, an injunction preventing further charges, and  
22 any other relief authorized by law.

23 **SIXTH CAUSE OF ACTION**

24 **CONVERSION**

25 (Against all defendants)

26 58. Plaintiff incorporates the above paragraphs by  
27 reference.

28 59. Through the foregoing course of conduct, Defendants

1 converted Plaintiff's \$5,000.00 NRC deposit for the fiber  
2 internet service at his office.

3 60. Wherefore, Plaintiff prays for attachment, return of  
4 the funds, plus interest at 10% per year.

5 **SEVENTH CAUSE OF ACTION**

6 **LABOR CODE SEC. 2802 REIMBURSEMENT**

7 (Against all defendants)

8 61. Plaintiff incorporates the above paragraphs by  
9 reference.

10 62. Plaintiff incurred at least \$67.00 of unreimbursed  
11 expenses on Defendants' behalf that Defendants failed to pay.

12 63. Wherefore, Plaintiff prays for reimbursement plus  
13 attorney fees.

14 **EIGHTH CAUSE OF ACTION**

15 **FALSE ADVERTISING**

16 (Against all defendants)

17 64. Plaintiff incorporates the above paragraphs by  
18 reference.

19 65. Through the foregoing course of conduct, Defendants  
20 falsely advertised their products and services by, including  
21 but not limited to, making knowingly false representations on  
22 their website as to the quality of the 6x7 facilities. The  
23 representations were false and led customers to believe that the  
24 products and services were drastically different from how they  
25 actually are.

26 66. In reality, Cannon was "bootstrapping a telecom  
27 company" (her actual words) by *tricking people into funding her*  
28 *vision*, which she had *no way of accomplishing otherwise*, such as

1 through honest and straightforward means.

2 67. Plaintiff and other consumers believed the false  
3 advertising and have suffered actual damages in an amount that is  
4 simply unknown.

5 68. Wherefore, Plaintiff prays for all available legal  
6 remedies, including an injunction taking down Defendants' website  
7 in its current unlawful form.

8 **NINTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

10 (Against all defendants)

11 69. Plaintiff incorporates the above paragraphs by  
12 reference.

13 70. Through the foregoing course of conduct, Defendants  
14 violated the Unfair Competition Law at Bus. and Prof. Code sec.  
15 17200, by (including but not limited to) (1) committing theft in  
16 violation of PC sec. 484, (2) committing wage theft in violation  
17 of various Labor Code provisions, and (3) violating the False  
18 Advertising Law at B&P sec. 17500.

19 71. Wherefore, Plaintiff prays for restitution and a  
20 permanent injunction enjoining the violations of law.

21 **PRAYER**

22 1. A judicial decree of rescission of the contracts  
23 described above and any other contracts that may exist between  
24 the parties, plus incidental damages.

25 2. A permanent injunction prohibiting Defendants from  
26 charging Plaintiff any more money or attempting to charge  
27 Plaintiff's credit cards in any way.

28 3. Receivership of the LLC and a kick-out order against

1 Cannon in order to ensure that its limited funds remain available  
2 to satisfy wage claims.

- 3 4. Special damages according to proof.
- 4 5. General damages according to proof.
- 5 6. Punitive damages according to proof.
- 6 7. Attorney fees and costs.
- 7 8. Restitution and injunctive relief under the False  
8 Advertising Law and Unfair Competition Law.

9  
10 Date: August 23, 2020

*Andrew G. Watters*  
\_\_\_\_\_  
Andrew G. Watters  
Plaintiff

# Exhibit A