



6x7 Networks CRITICAL SYSTEMS

44 Montgomery St, Suite 2310, San Francisco CA

SF1: 5030 3rd st, San Francisco, CA * SM1: 4 w 4th Avo, San Mateo, CA

www.6x7networks.com

Quotation

Date: **June 18, 2020**

Client: **Andrew G. Watters**

Location: **801 N. Humboldt St. #208
San Mateo, CA 94401**

Service:

- 1x 10,000Mbit / 10,000Mbit Layer3 SMF 1310nm **HARDWARE ENCRYPTED**
MRC: ~~\$4800~~ \$199, NRC: ~~\$48,000~~ \$0

Customer (**Company Name**) to provide:

- o Wiring access to unit

MRC: \$199 NRC: \$0

THIS PRICING IS CONFIDENTIAL and requires a signed counterpart to be effective.

Term: 3 year

Install lead time: ~~30-60 days~~ from executed contract, quote, and payment of NRC and 1st month MRC.

This quotation is invalid without a companion Master Services Agreement.

This quotation expires ~~7 days~~ from the date above.

Prices indicate price for a quantity of one (1), The total quantities actually used will be billed.

This quotation is invalid unless signed by the Customer.

This quotation excludes any building or riser access fees, charged by any owner or owner's agent.

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

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

Signed: _____

Name: _____

Email: _____

Phone: _____

Address: _____

Exhibit F

JOINT VENTURE AGREEMENT

VirtuaScribe, J.V.

This joint venture agreement is entered into on June 15, 2020 between Benjamin P.D. Cannon (Ms. Cannon) and Andrew G. Watters (Mr. Watters) in San Francisco County and San Mateo County, California (together, "the parties" or "the venture").

The purpose of this agreement is to form and set the expectations for a joint venture between the parties in order to pursue the parties' joint idea for a 24x7x365 professional virtual scribe service. The basic concept is that the parties need a service to transcribe and develop their many ideas, tasks, and directives, and so the parties wish to (1) jointly hire, train, and retain professional virtual scribes for their own use, and (2) offer the services of professional virtual scribes to selected clients and customers in return for service fees.

Each of the two parties is a fifty percent equity owner of the venture, which is a separate business from the parties' existing businesses. Each party has suitable office space for the purpose of hosting one or more virtual scribes. Neither party shall be deemed to be the manager or decision maker with respect to the venture, therefore major decisions (including but not limited to financing and debt) shall require the agreement of both parties. The parties shall split all costs equally, including but not limited to the estimated \$5,000.00 required to program a basic app. To the extent the parties utilize the services of the hired professional scribes, they shall attempt to use the scribes' services approximately in equal proportion so that neither is gaining a benefit at the expense of the other. To that end, initially the parties shall hire one full-time virtual scribe who will alternate locations between Ms. Cannon's facility in San Francisco and Mr. Watters's facility in San Mateo, spending approximately twenty hours per week at each site. Initially, the parties shall each separately pay the scribe for his or her twenty hours of services per week. As services are offered to customers, additional scribes may be hired as needed and the portions each scribe spends at either location or the portions paid by either party are subject to further agreement based on the needs of the service.

This agreement is not to be deemed a partnership agreement under the law. Each party is responsible for fifty percent of the obligations of the joint venture, but each shall defend, indemnify, and hold the other harmless from any obligations incurred without the consent of the other, with choice of counsel to the defended party.

This agreement contains the entire agreement of the parties on the subjects herein and shall supersede any prior or contemporaneous agreements, with modifications required to be in a signed writing (including email).

//
//
//
//

Benjamin P.D. Cannon
ben@6by7.net

Andrew G. Watters
andrew@raellic.com

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State number, and address):
ANDREW G. WATTERS; 237990, 118 S H BLVD. SAN MATEO, CA 94402

FOR COURT USE ONLY

TELEPHONE NO.: 415-261-8527

FAX NO. (Optional):

ATTORNEY FOR (Name): ANDREW WATTERS

FILED
San Francisco County Superior Court

AUG 26 2020 ^{BL}

CLERK OF THE COURT

BY:

[Signature]
Deputy Clerk
BOWMAN LIU

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

STREET ADDRESS: 400 MCALLISTER ST.

MAILING ADDRESS:

CITY AND ZIP CODE: SAN FRANCISCO, CA 94102

BRANCH NAME: CIVIC CENTER COURT HOUSE

CASE NAME:

WATTERS V. CANNON

CASE NUMBER:

CGC -20-586215

JUDGE:

DEPT.:

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000)

Complex Case Designation

Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

- | | | |
|--|---|---|
| <p>Auto Tort</p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p>Non-PI/PD/WD (Other) Tort</p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input checked="" type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p>Employment</p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p> | <p>Contract</p> <p><input type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p> | <p>Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p> |
|--|---|---|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. Large number of separately represented parties d. Large number of witnesses
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 9
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
Date: 08-24-20
- ANDREW G. WATTERS *[Signature]*

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing Filings. If you are filing a first paper (for example a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages; (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (if the case involves an uninsured motorist claim, subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (not asbestos or toxic/environmental) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
- Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
- Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (not medical or legal)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease
 - Contract (not unlawful detainer or wrongful eviction)
- Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
 - Collection Case—Seller Plaintiff
 - Other Promissory Note/Collections Case
- Insurance Coverage (not provisionally complex) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (non-domestic relations)
 - Sister State Judgment
 - Administrative Agency Award (not unpaid taxes)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (not specified above) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (non-harassment)
 - Mechanics Lien
 - Other Commercial Complaint Case (non-tort/non-complex)
 - Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (not specified above) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

EXHIBIT C

(Dep subpoena)

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>): Richard D. Lutkus (SBN 300981) M. Ryan Pinkston (SBN 310971) SEYFARTH SHAW LLP 560 Mission Street, Suite 3100 San Francisco, CA 94105 TELEPHONE NO.: 415-397-2823 FAX NO.: E-MAIL ADDRESS: rlutkus@seyfarth.com; rpinkston@seyfarth.com ATTORNEY FOR (<i>Name</i>): Defendant Sudo Security Group, Inc.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME:	
PLAINTIFF/PETITIONER: 6x7 NETWORKS, LLC DEFENDANT/RESPONDENT: SUDO SECURITY GROUP, INC., et al.	
DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS	CASE NUMBER: CGC-19-581498

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (*name, address, and telephone number of deponent, if known*):
 ANDREW G. WATTERS, 118 South Blvd., San Mateo, CA 94402

1. YOU ARE ORDERED TO PRODUCE THE BUSINESS RECORDS described in item 3, as follows:


To (<i>name of deposition officer</i>): Nationwide Legal, LLC On (<i>date</i>): January 6, 2021 At (<i>time</i>): 4:00 p.m. Location (<i>address</i>): 859 Harrison Street, Suite A, San Francisco, CA 94107
Do not release the requested records to the deposition officer prior to the date and time stated above.

- a. by delivering a true, legible, and durable copy of the business records described in item 3, enclosed in a sealed inner wrapper with the title and number of the action, name of witness, and date of subpoena clearly written on it. The inner wrapper shall then be enclosed in an outer envelope or wrapper, sealed, and mailed to the deposition officer at the address in item 1.
 - b. by delivering a true, legible, and durable copy of the business records described in item 3 to the deposition officer at the witness's address, on receipt of payment in cash or by check of the reasonable costs of preparing the copy, as determined under Evidence Code section 1563(b).
 - c. by making the original business records described in item 3 available for inspection at your business address by the attorney's representative and permitting copying at your business address under reasonable conditions during normal business hours.
2. The records are to be produced by the date and time shown in item 1 (but not sooner than 20 days after the issuance of the deposition subpoena, or 15 days after service, whichever date is later). Reasonable costs of locating records, making them available or copying them, and postage, if any, are recoverable as set forth in Evidence Code section 1563(b). The records shall be accompanied by an affidavit of the custodian or other qualified witness pursuant to Evidence Code section 1561.
3. The records to be produced are described as follows (if electronically stored information is demanded, the form or forms in which each type of information is to be produced may be specified):
 See Attachment A
 Continued on Attachment 3.
4. IF YOU HAVE BEEN SERVED WITH THIS SUBPOENA AS A CUSTODIAN OF CONSUMER OR EMPLOYEE RECORDS UNDER CODE OF CIVIL PROCEDURE SECTION 1985.3 OR 1985.6 AND A MOTION TO QUASH OR AN OBJECTION HAS BEEN SERVED ON YOU, A COURT ORDER OR AGREEMENT OF THE PARTIES, WITNESSES, AND CONSUMER OR EMPLOYEE AFFECTED MUST BE OBTAINED BEFORE YOU ARE REQUIRED TO PRODUCE CONSUMER OR EMPLOYEE RECORDS.

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: December 15, 2020

M. Ryan Pinkston _____
 (TYPE OR PRINT NAME)



 (SIGNATURE OF PERSON ISSUING SUBPOENA)
 Attorneys for Defendant Sudo Security Group, Inc.
 (TITLE)

(Proof of service on reverse)

PLAINTIFF/PETITIONER: 6X7 NETWORKS, LLC	CASE NUMBER: CGC-19-581498
DEFENDANT/RESPONDENT: SUDO SECURITY GROUP, INC.	

PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS

1. I served this *Deposition Subpoena for Production of Business Records* by personally delivering a copy to the person served as follows:

a. Person served (*name*):

b. Address where served:

c. Date of delivery:

d. Time of delivery:

e. (1) Witness fees were paid.
Amount:..... \$ _____

(2) Copying fees were paid.
Amount:..... \$ _____

f. Fee for service:..... \$ _____

2. I received this subpoena for service on (*date*):

3. Person serving:

- a. Not a registered California process server.
- b. California sheriff or marshal.
- c. Registered California process server.
- d. Employee or independent contractor of a registered California process server.
- e. Exempt from registration under Business and Professions Code section 22350(b).
- f. Registered professional photocopier.
- g. Exempt from registration under Business and Professions Code section 22451.
- h. Name, address, telephone number, and, if applicable, county of registration and number:

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

(For California sheriff or marshal use only)
I certify that the foregoing is true and correct.

Date:

Date:

▶ _____

▶ _____

(SIGNATURE)

(SIGNATURE)

ATTACHMENT A

DEFINITIONS

A. The term “documents” means all “writings” as that term is defined in California Evidence Code section 250, and include the original or a copy of handwriting, typewriting, printing, photostating, photocopying, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, including without limitation, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, returns, summaries, pamphlets, books, charts, maps, inter-office and intra-office communications, electronic mail (E-mail), notations of any sort of conversation, bulletins, printed matter, computer printouts, teletypes, telefax, worksheets and drafts, alterations, modifications, changes or amendments of any of the foregoing, graphic or aural records or representations of any kind (including without limitation, photographs, charts, graphs, microfiche, videotape, recordings, motion pictures) and electronic, mechanical or electric records or representations of any kind (including without limitation: tapes, cassettes, mag cards, discs and recordings). The term “documents” does not include consumer or employee records, and no such records are requested.

DOCUMENTS TO BE PRODUCED

1. All documents relating to Benjamin Cannon’s and/or 6x7 Networks LLC’s access to or ownership of rights to “dark fiber” or rooftops to provide internet or data services.
2. All documents relating to Benjamin Cannon’s and/or 6x7 Networks LLC’s account and amounts owed to Wave Broadband from January 1, 2019, to October 31, 2019, including, without limitation, Wave Broadband’s notice of amounts outstanding and termination of services.

3. All documents relating to Benjamin Cannon's and/or 6x7 Networks LLC's account and amounts owed to Cogent from July 1, 2019, to October 31, 2019.
4. All documents relating to Benjamin Cannon's and/or 6x7 Networks LLC's purchase of electronic equipment from April to August 2019.
5. All documents reflecting contract counterparties and/or potential clients of 6x7 Networks LLC from January 2019 to present.
6. Any list of names of employees of 6x7 Networks LLC.
7. All documents relating to the presence of security personnel at 6x7 Networks LLC's location(s) from March 1, 2019 to October 31, 2019 (not including employee personnel files).
8. All documents relating to the creation and/or content of 6x7 Networks LLC's website from January 2019 to present.
9. All documents relating to the unlawful detainer lawsuit filed against 6x7 Networks LLC in or about 2019.
10. All documents relating to Sudo Security Group and/or Guardian, Steven Russell, and/or Sean Snyder.
11. All documents reflecting or relating to statements by Benjamin Cannon and/or 6x7 Networks LLC to existing and/or prospective customers (including you) regarding 6x7 Networks LLC's data center operations, including, without limitation, copies of sales packets distributed to prospective customers and email correspondence between 6x7 Networks LLC's employees and prospective customers.
12. All photographs of 6x7 Networks LLC's datacenter location(s).

67203291v.1

1 **PROOF OF SERVICE**

2 I am a resident of the State of California, over the age of eighteen years, and not a party to the
3 within action. My business address is 560 Mission Street, Suite 3100, San Francisco, California 94105
4 On December 15, 2020, I served the within document(s):

5 **DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS**
6 **TO ANDREW G. WATTERS**

- 7 by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid,
8 in the United States mail at San Francisco, California, addressed as set forth below.
- 9 by contracting with Nationwide to personally deliver the document(s) listed above to the
10 person(s) at the address(es) set forth below.
- 11 by placing the document(s) listed above in a sealed envelope or package provided by an
12 overnight delivery carrier with postage paid on account and deposited for collection with the
13 overnight carrier at San Francisco, California, addressed as set forth below.
- 14 by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth
15 below.

12 Marc A. Indeglia
13 Indeglia PC
14 13274 Fiji Way, Suite 250
15 Marina del Rey, CA 90292
Telephone: 310.982.2720
Email: marc@indegliapc.com

Brian Slome
Lewis Brisbois Bisgaard & Smith LLP
333 Bush Street, Suite 1100
San Francisco, CA 94104
Telephone: 415.362.2580
Email: brian.slome@lewisbrisbois.com

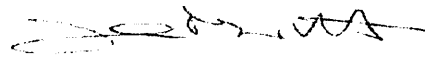
16 **Attorneys for Plaintiff**
17 **6x7 Networks, LLC**

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

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

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

22 Executed on December 15, 2020, at San Francisco, California.

23
24 

25 _____
26 Janine McDermott

27 62605186v.1

EXHIBIT D

(Doc Demand)

1 SEYFARTH SHAW LLP
Richard D. Lutkus (SBN 300981)
2 rlutkus@seyfarth.com
M. Ryan Pinkston (SBN 310971)
3 rpinkston@seyfarth.com
560 Mission Street, 31st Floor
4 San Francisco, California 94105
Telephone: (415) 397-2823
5 Facsimile: (415) 397-8549

6 Attorneys for Defendant
SUDO SECURITY GROUP, INC.

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO

10 6x7 NETWORKS, LLC, a Delaware limited
liability company,

11 Plaintiff,

12 v.

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

16 Defendants.

17 SUDO SECURITY GROUP, INC., a Delaware
18 corporation,

19 Cross-Complainant,

20 v.

21 6x7 NETWORKS, LLC, a Delaware limited
liability company, and BENJAMIN CANNON,
22 an individual,

23 Cross-Defendants.

Case No. CGC-19-581498

**SUDO SECURITY GROUP, INC.'S
REQUESTS TO 6x7 NETWORKS, LLC FOR
PRODUCTION OF DOCUMENTS, SET ONE**

24 PROPOUNDING PARTY: SUDO SECURITY GROUP, INC.

25 RESPONDING PARTY: 6x7 NETWORKS, LLC

26 SET NO.: ONE

1 Pursuant to California Code of Civil Procedure Sections 2031.010 *et seq.*, Defendant and Cross-
2 Complainant Sudo Security Group, Inc. (“Sudo”) hereby requests that Plaintiff and Cross-Defendant
3 6x7 Networks, LLC (“6x7 Networks”) respond in writing to the below requests and produce the
4 documents, tangible things, and electronically stored information identified herein for inspection and/or
5 copying at the offices of Seyfarth Shaw LLP, c/o M. Ryan Pinkston, 560 Mission Street, Suite 3100, San
6 Francisco, California 94105, within thirty days of service hereof in accordance with California law.

7 **INSTRUCTIONS**

8 1. Electronically stored information.

- 9 a. Electronically stored information shall be produced on digital media. Documents
10 stored in electronic form or format of any kind shall be produced as static images
11 together with load files as specified below. Static images should be produced in
12 TIFF format. Static images shall be of at least 300dpi resolution. TIFF images
13 should be produced as single page, Group IV TIFF (.TIFF) files. All static
14 images shall be branded with Bates numbers. Filenames shall match the Bates
15 number branded to the image. Image files shall be contained in a separate,
16 appropriately designated folder.
- 17 b. All spreadsheet application files (*e.g.*, .XLS, .XLSX, .CSV), multimedia (audio or
18 video) files (*e.g.*, .WAV, .MP3, .MP4, .AVI), database application, powerpoint
19 files (*e.g.*, PPT, PPTX), and other files that cannot be adequately rendered as
20 static images shall be produced in native file format. For each native file
21 produced, produce an accompanying static image placeholder indicating the
22 document was produced in native format. Native files shall be contained in a
23 separate, appropriately designated folder.
- 24 c. For each document containing discernable text, a text file shall be created by
25 extracting the text from electronic files or, where the visible text cannot be
26 extracted from the document, created by optical character recognition (OCR)
27 process. Text filenames shall be assigned based on the first Bates number

1 assignment to a document. Text files shall be contained in an separate,
2 appropriately designated folder.

- 3 d. The accompanying load file shall include standard metadata fields, including but
4 not limited to Bates Number Begin, Bates Number End, Attachment Begin,
5 Attachment End, Custodian, Duplicate Custodian, From, To, CC, BCC, Subject,
6 Link, Author, Date Sent, Time Sent, Date Created, Time Created, Date Last
7 Modified, Time Last Modified, Filename, File Extension, Text Path, Original
8 Path, and MD5 Hash. Productions shall be globally de-duplicated, but all
9 custodians shall be indicated in the Duplicate Custodian field. Unless otherwise
10 agreed, the load files shall be provided in standard Concordance .DAT format,
11 accompanied by standard Opticon .OPT image load file.
- 12 e. With respect to any forensic images requested, such forensic images shall be
13 produced in EnCase, FTK, Magnet, or DD (raw) format, and shall include all
14 unallocated space from the source device(s).
- 15 f. With respect to any virtual machines (VMs), such VMs shall include all native
16 configuration files, virtual disk files, and associated setup files required for
17 execution of the same.
- 18 g. All electronically stored information should be preserved in its original format
19 until the final disposition of this matter.

20 2. Pursuant to California Code of Civil Procedure Section 2031.280(a), “[a]ny documents or
21 category of documents produced in response to a demand for inspection, copying, testing, or sampling
22 shall be identified with the specific request number to which the documents respond.”

23 **REQUESTS FOR PRODUCTION**

24 **REQUEST FOR PRODUCTION NO. 1:**

25 All documents exchanged between 6x7 Networks or Benjamin Cannon, on one hand, and Sudo
26 or any of its employees, on the other hand, from April 2019 to October 2019.

1 **REQUEST FOR PRODUCTION NO. 2:**

2 All documents exchanged between 6x7 Networks or Benjamin Cannon, on one hand, and Sean
3 Snyder, on the other hand, from April 2019 to October 2019.

4 **REQUEST FOR PRODUCTION NO. 3:**

5 All documents exchanged between 6x7 Networks or Benjamin Cannon, on one hand, and Steven
6 Russell, on the other hand, from April 2019 to October 2019.

7 **REQUEST FOR PRODUCTION NO. 4:**

8 All documents relating to 6x7 Networks' or Benjamin Cannon's ownership of or access to "dark
9 fiber" in the San Francisco Bay Area from April 2019 to October 2019.

10 **REQUEST FOR PRODUCTION NO. 5:**

11 All documents relating to 6x7 Networks' or Benjamin Cannon's ownership of or access to
12 rooftops in the San Francisco Bay Area from April 2019 to October 2019.

13 **REQUEST FOR PRODUCTION NO. 6:**

14 All documents relating to or reflecting 6x7 Networks' preparation for and/or provision of dual-
15 phased and/or redundant power for services provided to Sudo from May 2019 to October 2019.

16 **REQUEST FOR PRODUCTION NO. 7:**

17 All documents relating to or reflecting 6x7 Networks' preparation for and/or provision of cooling
18 and/or cooling units for services provided to Sudo from May 2019 to October 2019.

19 **REQUEST FOR PRODUCTION NO. 8:**

20 All documents relating to or reflecting 6x7 Networks' preparation for and/or provision of an
21 uninterrupted power supply for services provided to Sudo from May 2019 to October 2019.

22 **REQUEST FOR PRODUCTION NO. 9:**

23 All documents relating to or reflecting 6x7 Networks' preparation for and/or provision of backup
24 generator support for services provided to Sudo from May 2019 to October 2019.

25 **REQUEST FOR PRODUCTION NO. 10:**

26 All documents relating to or reflecting 6x7 Networks' preparation for and/or provision of
27 internet redundancy for services provided to Sudo from May 2019 to October 2019.

1 **REQUEST FOR PRODUCTION NO. 11:**

2 All documents relating to or reflecting 6x7 Networks' preparation for and/or provision of
3 failover protection for services provided to Sudo from May 2019 to October 2019.

4 **REQUEST FOR PRODUCTION NO. 12:**

5 Historical files, images, and code relating to 6x7 Networks' website, including, without
6 limitation, information showing any changes thereto, from April 2019 to present.

7 **REQUEST FOR PRODUCTION NO. 13:**

8 All photographs, videos, or other media relating to 6x7 Networks' data center located at 5030
9 3rd Street, San Francisco, California.

10 **REQUEST FOR PRODUCTION NO. 14:**

11 All software licenses purchased by 6x7 Networks or Benjamin Cannon in preparation for and/or
12 the provision of services to Sudo.

13 **REQUEST FOR PRODUCTION NO. 15:**

14 Forensic images of all servers provisioned for Sudo.

15 **REQUEST FOR PRODUCTION NO. 16:**

16 Copies of all virtual machines provisioned for Sudo.

17 **REQUEST FOR PRODUCTION NO. 17:**

18 All documents relating to or reflecting 6x7 Networks' preparation for and/or provision to Sudo
19 of 24-hour access to 6x7 Networks' data center located at 5030 3rd Street, San Francisco, California
20 from May 2019 to October 2019.

21 **REQUEST FOR PRODUCTION NO. 18:**

22 All documents relating to 6x7 Networks' or Benjamin Cannon's staffing of security personnel at
23 6x7 Networks' data center located at 5030 3rd Street, San Francisco, California from April 2019 to
24 October 2019.

25 **REQUEST FOR PRODUCTION NO. 19:**

26 All documents relating to 6x7 Networks' or Benjamin Cannon's new or pending application for a
27 patent in or about May and June 2019.

1 **REQUEST FOR PRODUCTION NO. 20:**

2 All documents relating to 6x7 Networks' preparation for and/or provision to Sudo of
3 telecommunication services, goods, and other offerings from May 2019 to October 2019.

4 **REQUEST FOR PRODUCTION NO. 21:**

5 All documents relating to 6x7 Networks' and Sudo's negotiation of the terms of the master
6 services agreement, first purchase order, and second purchase order attached to 6x7 Networks' First
7 Amended Complaint as Exhibits 1 and 2.

8 **REQUEST FOR PRODUCTION NO. 22:**

9 All documents setting forth the complete terms of 6x7 Networks' agreement(s) with Sudo that
10 are the subject of this action.

11 **REQUEST FOR PRODUCTION NO. 23:**

12 All master service agreements or similar contracts entered into by 6x7 Networks and any
13 customers for data center and/or broadband services from January 1, 2019 to present.

14 **REQUEST FOR PRODUCTION NO. 24:**

15 All documents relating to 6x7 Networks' or Benjamin Cannon's account with Wave Broadband,
16 including, without limitation, account statements, descriptions of services, account balances, notices of
17 amounts outstanding and/or overdue, potential termination of services, and termination of services, from
18 April 2019 to October 2019.

19 **REQUEST FOR PRODUCTION NO. 25:**

20 All documents relating to 6x7 Networks' or Benjamin Cannon's account with Cogent
21 Communications, including, without limitation, account statements, descriptions of services, and
22 initiation of services, from April 2019 to October 2019.

23 **REQUEST FOR PRODUCTION NO. 26:**

24 All documents relating to 6x7 Networks' or Benjamin Cannon's account(s) for internet services
25 from any internet service provider from April 2019 to October 2019.

1 **REQUEST FOR PRODUCTION NO. 27:**

2 All documents relating to 6x7 Networks' or Benjamin Cannon's development of a test
3 environment for Sudo.

4 **REQUEST FOR PRODUCTION NO. 28:**

5 All documents relating to 6x7 Networks' preparation for and/or provision of test nodes to Sudo.

6 **REQUEST FOR PRODUCTION NO. 29:**

7 6x7 Networks' lease agreement, and any amendments, addenda, extensions, or supplements
8 thereto, for the premises located at 5030 3rd Street, San Francisco, California.

9 **REQUEST FOR PRODUCTION NO. 30:**

10 All documents exchanged between 6x7 Networks and/or Benjamin Cannon, on one hand, and
11 Charles Jadallah, on the other hand, regarding alleged default under the lease and/or trespassing on the
12 premises located at 5030 3rd Street, San Francisco, California.

13 **REQUEST FOR PRODUCTION NO. 31:**

14 All documents relating to 6x7 Networks' and/or Benjamin Cannon's application in 2019 for
15 permits for construction or remodeling to be performed at 5030 3rd Street, San Francisco, California.

16 **REQUEST FOR PRODUCTION NO. 32:**

17 All documents exchanged between 6x7 Networks and/or Benjamin Cannon, on one hand, and
18 Charles Jadallah, on the other hand, regarding construction or remodeling to be performed in 2019 at
19 5030 3rd Street, San Francisco, California.

20 **REQUEST FOR PRODUCTION NO. 33:**

21 Any and all construction or contractor's licenses held by 6x7 Networks and/or Benjamin Cannon
22 in 2019.

23 **REQUEST FOR PRODUCTION NO. 34:**

24 All documents relating to any visit by Sudo or any of its employees to 6x7 Networks' data center
25 located at 5030 3rd Street, San Francisco, California.

1 **REQUEST FOR PRODUCTION NO. 35:**

2 All documents, including, without limitation, purchase orders, sales receipts, delivery tracking
3 numbers and receipts, and photographs, relating to equipment purchased, leased or otherwise acquired
4 by 6x7 Networks and/or Benjamin Cannon to provide to Sudo a customized hardened data center and
5 broadband solution.

6 **REQUEST FOR PRODUCTION NO. 36:**

7 All documents, including, without limitation, purchase orders, sales receipts, delivery tracking
8 numbers and receipts, and photographs, relating to 6x7 Network's purchase, leasing, or acquisition of
9 equipment identified in the purchase orders for services attached to 6x7 Networks' First Amended
10 Complaint as Exhibits 1 and 2.

11 **REQUEST FOR PRODUCTION NO. 37:**

12 All documents relating to or reflecting 6x7 Networks' use or disposition from August 2019 to
13 present of equipment purchased, leased, or otherwise acquired to provide services to Sudo.

14 **REQUEST FOR PRODUCTION NO. 38:**

15 All documents reflecting costs incurred by 6x7 Networks in preparation for and/or providing to
16 Sudo a customized hardened data center and broadband solution.

17 **REQUEST FOR PRODUCTION NO. 39:**

18 All documents relating to 6x7 Networks' manufacture of servers and routers to provide services
19 to Sudo, including, without limitation, network topology maps, diagrams, routing tables, and similar
20 items.

21 **REQUEST FOR PRODUCTION NO. 40:**

22 All documents relating to 6x7 Networks' installation of servers and routers to provide services to
23 Sudo.

24 **REQUEST FOR PRODUCTION NO. 41:**

25 All documents relating to 6x7 Networks' creation of redundant networks through fiber optic
26 cables to provide services to Sudo, including, without limitation, network topology maps, diagrams,
27 routing tables, and similar items.

1 **REQUEST FOR PRODUCTION NO. 42:**

2 All documents relating to 6x7 Networks' entry into contracts with partner providers to provide
3 services to Sudo.

4 **REQUEST FOR PRODUCTION NO. 43:**

5 All documents relating to 6x7 Networks' entry into contracts with data center operators to
6 provide services to Sudo.

7 **REQUEST FOR PRODUCTION NO. 44:**

8 All documents relating to the custom solution that 6x7 Networks alleges it delivered to Sudo.

9 **REQUEST FOR PRODUCTION NO. 45:**

10 All documents from on or before June 5, 2019, relating to or reflecting 6x7 Networks'
11 anticipated damages from a breach of its agreement with Sudo.

12 **REQUEST FOR PRODUCTION NO. 46:**

13 All documents reflecting 6x7 Networks' operating expenses from January 1, 2019 to present.

14 **REQUEST FOR PRODUCTION NO. 47:**

15 All documents reflecting costs incurred by 6x7 Networks in its preparation for and/or provision
16 of services to Sudo from May 2019 to October 2019.

17 **REQUEST FOR PRODUCTION NO. 48:**

18 All documents reflecting costs expected or projected to be incurred by 6x7 Networks in
19 providing services to Sudo from October 2019 going forward.

20 **REQUEST FOR PRODUCTION NO. 49:**

21 All documents relating to 6x7 Networks' "direct and consequential damages legally
22 (proximately) caused by [Sudo]'s breaches of the MSA, the Initial Order, and the Second Order,"
23 including, without limitation, documents relating to "costs that [6x7 Networks] has incurred due to
24 [Sudo]'s breaches of the MSA, the Initial Order, and the Second Order" and "consequential damages,"
25 all as alleged in Paragraph 27 of 6x7 Networks' First Amended Complaint.

1 **REQUEST FOR PRODUCTION NO. 50:**

2 All documents reflecting available funds in 6x7 Networks' checking account, savings account, or
3 any other sources of funds available to pay 6x7 Networks' operating expenses from April 2019 to
4 October 2019.


5 **REQUEST FOR PRODUCTION NO. 51:**

6 All documents reflecting 6x7 Networks' assets, including, without limitation, accounts
7 receivable and illiquid assets, as of August 18, 2019.

8
9
10 DATED: January 13, 2021

Respectfully submitted,

SEYFARTH SHAW LLP

11
12
13 By: 

Richard D. Lutkus
M. Ryan Pinkston

14
15 Attorneys for Defendant
SUDO SECURITY GROUP, INC.

16 67530963v.2

1 **PROOF OF SERVICE**

2 I am a resident of the State of California, over the age of eighteen years, and not a party to the
3 within action. My business address is 560 Mission Street, Suite 3100, San Francisco, California 94105
4 On January 13, 2021, I served the within document(s):

5 **SUDO SECURITY GROUP, INC.'S REQUESTS TO 6x7 NETWORKS, LLC FOR
6 PRODUCTION OF DOCUMENTS, SET ONE**

- 7 by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid,
8 in the United States mail at San Francisco, California, addressed as set forth below.
- 9 by contracting with Nationwide to personally deliver the document(s) listed above to the
10 person(s) at the address(es) set forth below.
- 11 by placing the document(s) listed above in a sealed envelope or package provided by an
12 overnight delivery carrier with postage paid on account and deposited for collection with the
13 overnight carrier at San Francisco, California, addressed as set forth below.
- 14 by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth
15 below.

16 Marc A. Indeglia
17 Indeglia PC
18 13274 Fiji Way, Suite 250
19 Marina del Rey, CA 90292
20 Telephone: 310.982.2720
21 Email: marc@indegliapc.com

22 **Attorneys for Plaintiff
23 6x7 Networks, LLC**

24 Brian Slome
25 Jessica L. Beeler
26 Lewis Brisbois Bisgaard & Smith LLP
27 333 Bush Street, Suite 1100
28 San Francisco, CA 94104
Telephone: 415.362.2580
Email: brian.slome@lewisbrisbois.com
jessica.beeler@lewisbrisbois.com

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

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

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

36 Executed on January 13, 2021, at San Francisco, California.

37 

38 Janine McDermott

62605186v.1

EXHIBIT E

(12/24/2020 JB letter)



Jessica L. Beeler
333 Bush Street, Suite 1100
San Francisco, California 94104-2872
Jessica.Beeler@lewisbrisbois.com
Direct: 415.438.5921

December 24, 2020

File No. 30841.1020

VIA E-MAIL

Richard D. Lutkus
Seyfarth Shaw LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105
rlutkus@seyfarth.com

Re: ***6x7 Networks v. Sudo Security Group, et al.***

Dear Mr. Lutkus:

This letter pertains to the deposition subpoena for personal appearance and production of documents to Andrew Watters, served on our office electronically on December 15, 2020 ("the deposition subpoena"). The deposition subpoena should be withdrawn because it seeks attorney-client privileged material, as well as confidential and private trade secrets. Additionally, the deposition subpoena is unduly burdensome, harassing, and oppressive.

The subpoena requests that Mr. Watters provide the following records:

1. All documents relating to Benjamin Cannon's and/or 6x7 Networks LLC's access to or ownership of rights to "dark fiber" or rooftops to provide internet or data services.
2. All documents relating to Benjamin Cannon's and/or 6x7 Networks LLC's account and amounts owed to Wave Broadband from January 1, 2019, to October 31, 2019, including, without limitation, Wave Broadband's notice of amounts outstanding and termination of services.
3. All documents relating to Benjamin Cannon's and/or 6x7 Networks LLC's account and amounts owed to Cogent from July 1, 2019, to October 31, 2019.

4. All documents relating to Benjamin Cannon's and/or 6x7 Networks LLC's purchase of electronic equipment from April to August 2019.
5. All documents reflecting contract counterparties and/or potential clients of 6x7 Networks LLC from January 2019 to present.
6. Any list of names of employees of 6x7 Networks LLC.
7. All documents relating to the presence of security personnel at 6x7 Networks LLC's location(s) from March 1, 2019 to October 31, 2019 (not including employee personnel files).
8. All documents relating to the creation and/or content of 6x7 Networks LLC's website from January 2019 to present.
9. All documents relating to the unlawful detainer lawsuit filed against 6x7 Networks LLC in or about 2019.
10. All documents relating to Sudo Security Group and/or Guardian, Steven Russell, and/or Sean Snyder.
11. All documents reflecting or relating to statements by Benjamin Cannon and/or 6x7 Networks LLC to existing and/or prospective customers (including you) regarding 6x7 Networks LLC's data center operations, including, without limitation, copies of sales packets distributed to prospective customers and email correspondence between 6x7 Networks LLC's employees and prospective customers.
12. All photographs of 6x7 Networks LLC's datacenter location(s).

1. The subpoena seeks information protected by the attorney-client privilege

Mr. Watters previously acted as an attorney for 6x7 Networks LLC ("6x7") and he is no longer employed in that role. Other than the portion of Request No. 11 that relates to documents he may have received as a potential client prior to the time his legal representation began, the only reason he would have access to any of the requested records is due to his employment as an attorney for the company. 6x7 has not waived the privilege. Thus, to the extent Mr. Watters has any responsive material in his possession, that material is attorney-client privileged and may not be disclosed. (See Evid. Code § 954 [preventing disclosure of confidential communications between a client and attorney made in the court of their relationship].)

2. The document subpoena seeks information protected by the trade secret privilege

Under California law, the owner of a trade secret has a privilege from disclosing the information and may prevent others from disclosing it. (Evid. Code § 1060.) The Uniform Trade Secret Act, Cal. Civ. Code § 3426 et seq., defines a trade secret as: information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. In other words, the information "is valuable because it is unknown to others" and "the owner has attempted to keep [it] secret." (*DVD Copy Control Assn. v. Bunner* (2004) 116 Cal.App.4th 241, 251.)

In *American Credit Indemnity Co. v. Sacks* (1989) 213 Cal. App. 3d 622, the customer list of an accounts receivable insurer was a trade secret under the Uniform Trade Secrets Act (CC §§ 3426 et seq.), and at common law, where it constituted "information" which had potential economic value. The insurer took reasonable steps to insure the secrecy of the information as required by the act, including requiring employees to sign confidentiality agreements respecting the client list, expiration date of policies, lists of business leads, claims histories, and related client information. (*Id.* at p. 631-632.)

The deposition subpoena to Mr. Watters calls for the disclosure of confidential material that is a trade secret or otherwise constitutes confidential research, development, commercial, or other proprietary information, including customer information. Specifically, request no. 1 calls for information related to the assets of the telecommunication company; requests nos. 2 and 3 request information related to the company's vendor list; request no. 4 requests supply chain information; request nos. 5 and 11 seek client lists/information; request no. 6 seeks an employee list; request no. 7 seeks a security log; and request no. 12 seeks photographs of all company locations. This information is confidential. In some instances, revealing this information would require divulging confidential communications.

The material sought constitutes trade secrets because it has been maintained confidentially, it is owned by 6x7, it has value to 6x7, and 6x7 does not consent to its disclosure. 6x7's records are also private due to its status as a federally licensed communications company that is capable of handling matters of national security. Moreover, its client records are unambiguously confidential because, like *American Credit Indemnity Co, supra*, it is the practice of 6x7 to require a nondisclosure agreement before engaging in negotiations with potential clients. The master service agreement with every eventual client is even specifically marked as "confidential". Such trade secret information is protected from disclosure.

3. Portions of the Deposition Subpoena violate Sudo's Nondisclosure Agreement

As a former client of 6x7, Sudo Security Group, Inc. was a party to a nondisclosure agreement that defined confidential information as follows:

"Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

All twelve document categories fall within this definition of "confidential", particularly request nos. 2 and 3, which reveal the confidential identities of 6x7's vendors. 6x7 is contemplating whether to take separate action for this breach, but in any event, Sudo Security Group, Inc. cannot credibly claim that the sought after information should be disclosed when it has known since the inception of its relationship with 6x7 that the material has been designated as confidential trade secrets.

4. The subpoena is unduly burdensome, harassing and oppressive


A motion to quash a subpoena may be made on the ground that the matters sought to be produced are privileged, protected, or otherwise beyond the scope of discovery. (See CCP § 2017.010.) A party seeking discovery has burden to show good cause for inspection or production of documentary evidence. (*Flora Crane Service, Inc. v. Superior Court of San Francisco* (1965) 234 Cal. App. 2d 767.) You have not demonstrated any

Richard D. Lutkus
December 24, 2020
Page 5

compelling reason for disclosure, via supporting declaration or otherwise, that outweighs the privacy rights at issue. The intrusiveness of the proposed discovery device here outweighs any likelihood that the documents sought will lead to the discovery of admissible evidence.

We ask that you withdraw the subpoena for the above reasons. We would like to avoid court intervention, but if you do not agree to withdraw the subpoena, then we might have to pursue a motion to quash the subpoena under CCP 1987.1. Please let us know your decision by Monday, December 28, 2020, regarding whether you will agree to withdraw the subpoena, and feel free to call me in the meantime to discuss. We look forward to hearing from you.

Very truly yours,



Jessica L. Beeler, for
LEWIS BRISBOIS BISGAARD & SMITH LLP

JLB/nlp

cc: Andrew Watters

EXHIBIT F

(12/24/2020 AW email (email is dated 12/28))

Lew-Pham, Nancy

From: Andrew G. Watters <andrew@andrewwatters.com>
Sent: Monday, December 28, 2020 7:41 PM
To: Beeler, Jessica; rltkus@seyfarth.com; Pinkston, Ryan
Cc: Slome, Brian; 'marc@indegliapc.com'
Subject: Re: [EXT] Re: 6x7 Networks v. Sudo Security Group, et al. - deposition subpoena

External Email

Hi Jessica,

We're not in family law, and I am not a party nor am I advocating for any party. I am not required in any way, shape, or form, to be civil to you as a third party witness, nor would I consider being at all diplomatic about the underlying fraud/scam that happened here to both myself and Sudo.

The letters I wrote in my first year of law practice nearly fifteen years ago in 2006-- which were all approved internally by my supervisor-- have nothing to do with your concerns or my email, or my involvement as a witness in this matter. But since you mentioned the Davenport matter, I should tell you that subsequent to the Court of Appeal's decision, the trial judge effectively reversed the previous ruling following a 73-day trial and a lengthy statement of decision and judgment. The private trial judge, who was a retired Court of Appeal justice, awarded more than \$2 million in attorney fees and 271 sanctions against the other party. The other party did everything I said he did, and he was additionally found after trial to have perjured himself and destroyed evidence, among other misdeeds against his long-suffering spouse. I have absolutely a clear conscience for calling him a liar, a cheat, and a fraud, and calling his attorneys enablers. The same goes for your client in this case. She is a liar, a cheat, and a fraud, and she belongs behind bars where she cannot harm the public any longer. To the extent you are enabling that, shame on you.

The crime/fraud exception applies for the reasons stated in my prior email and my lawsuit, as well as other reasons that will become clear once the document production occurs. Ben made this personal, not me, by pretending to be my friend as she stole money and labor from me and other people, among other bad behavior. She cannot even remember half or more of the things she has said, so I question whether she has a clear memory of the things she did say during that limited window in June/July 2020. If you have an actual ethical concern, rather than baseless suggestions/innuendo, feel free to share it with me and please be specific.

Ben has all the disclosed file materials, which I duly emailed her

throughout the month and a half that I did any legal work. As I indicated, I intend to withhold from production matter that is actually privileged, which would be a portion of the legal file rendered on behalf of 6x7, as well as some ancillary personal documents that arose from or furthered corporate matters. But I will gladly produce a separate archive of the legal materials for your review and use; link to follow privately.

I did just see your and Mr. Pinkston's emails extending the due date for the production, so I would encourage you to be proactive with him and let me know what you agree on, if anything. January 18 is Martin Luther King, Jr. Day, so this will confirm that January 19, 2021 is the new date of production and I will hold off producing anything until then. Also, I am planning on being out of town January 8-29, 2021, so if anyone wishes to take an oral deposition, it needs to be after that.

Best,

Andrew G. Watters
andrew@andrewwatters.com
+1 (415) 261-8527
<https://www.andrewwatters.com>

On 12/28/20 5:48 PM, Beeler, Jessica wrote:

> Dear Andrew,

>

> We have never met before or exchanged any type of correspondence, so I
> was surprised by the mocking tone of your email. I've never had another
> attorney tell me in legal correspondence that they were laughing at me,
> but you did it twice in one email. In all future communications I
> expect civility and professionalism from you, as you have already been
> instructed to use by the Court of Appeal in /In re Marriage of
> Davenport/ (2011) 194 Cal. App. 4th 1507, 1536-37.

>

> I was also concerned by your cavalier attitude toward your
> responsibilities regarding this deposition subpoena. I suggest you
> consider hiring independent ethic counsel to advise you on your ethical
> obligations.

>

> As to your statement that the crime fraud exception "clearly" applies, I
> don't see how that is the case. Evidence Code section 956 has limited
> application and only applies when legal services are "sought or
> obtained" to perpetuate a fraud. Your civil complaint states that you
> began your relationship with 6x7 as a potential client, and you later
> performed legal work for the business that is unrelated to the fraud you
> allege in the complaint. (See Complaint, p. 10, para. 16.) The issue
> in your pleading (which is riddled with unprofessional personal attacks
> along with improper revelations of confidential client communications)
> concerns 6x7's performance of services /as your telecom provider /(see,
> e.g. complaint, p. 13-16, para. 19), and does not take issue with the
> purposes for which your legal services were utilized, and so the
> crime-fraud exception does not apply.

>
> I would like to remind you that your former client is the holder of the
> privilege, and your duty of confidentiality outlasts the attorney-client
> relationship. Your former client, through counsel, is informing you by
> way of this email that she does not waive the attorney-client privilege
> as to any of the document categories requested in the deposition
> subpoena. We ask that you refrain from further disclosures of any
> privileged and/or confidential information. We will take whatever
> appropriate legal action is necessary to address your failure to adhere
> to your ethical obligations, both in general, and specifically regarding
> your response to the deposition subpoena from Sudo.
>
> Let this email also constitute a request for you to send us your entire
> file for legal services you performed for 6x7.
>
> Thanks,
>
> Jessica
>
> *Jessica L. Beeler*
> *Attorney*
> *Jessica.Beeler@lewisbrisbois.com*
>
> *T: 415.438.5921 F: 415.434.0882*
>
>
> 333 Bush Street, Suite 1100, San Francisco, CA 94104 |
> *LewisBrisbois.com <<http://lewisbrisbois.com/>>*
>
> *Representing clients from coast to coast. View our locations
> nationwide. <<http://lewisbrisbois.com/about/locations>>*
>
> This e-mail may contain or attach privileged, confidential or protected
> information intended only for the use of the intended recipient. If you
> are not the intended recipient, any review or use of it is strictly
> prohibited. If you have received this e-mail in error, you are required
> to notify the sender, then delete this email and any attachment from
> your computer and any of your electronic devices where the message is
> stored.
>
> [snip]

EXHIBIT G

(1/8/2021 AW letter)



Seyfarth Shaw LLP
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T (415) 397-2823
F (415) 397-8549

rpinkston@seyfarth.com
T (415) 544-1013

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January 8, 2021

Via Email

Jessica L. Beeler
Brian Slome
Lewis Brisbois Bisgaard & Smith LLP
333 Bush Street, Suite 1100
San Francisco, California 94104
jessica.beeler@lewisbrisbois.com
brian.slome@lewisbrisbois.com

Marc A. Indeglia
Indeglia PC
13274 Fiji Way, Suite 250
Marina del Rey, California 90292
marc@indegliapc.com

**Re: 6x7 Networks, LLC v. Sudo Security Group, Inc.
CGC-19-581498 (San Francisco Sup. Ct.)**

Dear Ms. Beeler:

We write on behalf of Sudo Security Group, Inc. (“Sudo”) in response to your letter, dated December 24, 2020, regarding a deposition subpoena for production of business records served upon Mr. Andrew Watters. For the reasons that follow, the objections raised by 6x7 Networks, LLC (“6x7 Networks”) are unfounded, and we will not agree to withdraw the subpoena.

First, your assertion of the attorney-client privilege is vastly overbroad. California Evidence Code § 954 shields from disclosure only “a confidential communication between client and lawyer.” California Evidence Code § 952 defines “confidential communication between client and lawyer” to include only information transmitted between a client and his or her lawyer *in the course of that relationship and in confidence.* (emphasis added). Courts in California extend the privilege only to information transmitted for the purpose of the legal representation or, in other words, “the heartland of the privilege protects those communications that bear some relationship to the attorney’s provision of legal consultation.” *Los Angeles Cty. Bd. of Supervisors v. Superior Court* (2016) 2 Cal. 5th 282, 294 (citing *Roberts v. City of Palmdale* (1993) 5 Cal. 4th 363, 371; *Costco Wholesale Corp. v. Superior Court* (2009) 47 Cal. 4th 725, 742-43 (George, C.J., concurring)).

Here, none of the requests in the subpoena request disclosure of confidential communications between 6x7 Networks and/or Benjamin Cannon, on one hand, and Mr. Watters, on the other hand, for the purpose of Mr. Watters providing legal consultation. Indeed, if documents to which an attorney may have access during her or his employment were shielded from disclosure by the attorney-client privilege, nearly all documents would be subject to the privilege. If you have any authority for the proposition that an attorney's access to documents and communications brings them within the purview of the privilege, we are happy to consider it. In the meantime, should any of the subpoena's categories of documents happen to include privileged communications, the proper course of action is not withdrawal of the subpoena. Rather, Mr. Watters can and should withhold such communications on the basis of privilege, just as he has indicated he will do.¹

Second, your letter also fails to establish that the documents requested in the subpoena implicate legitimate trade secrets entitled to protection and that the qualified trade secret privilege applies here.

As a preliminary matter, your description of nearly all of the requested documents is purposefully misleading:

- Request No. 1 is specifically targeted to your clients' access to and ownership of "dark fiber" or rooftops to provide internet data services, the subject of specific representations made by your clients in inducing Sudo to become a customer. It does not seek information related to 6x7 Networks' assets generally, as you attempt to suggest.
- Request Nos. 2 and 3 do not seek vendor lists. Rather, those requests seeks documents related to two specific vendors, Wave Broadband and Cogent, your clients' internet service providers with information relevant and material to the claims and defenses in this action.
- Request Nos 4 does not request supply chain information. It commands the production of documents related to your clients' purchase of electronic equipment that, importantly, serve as a basis for at least part of 6x7 Networks' claimed damages in this action.
- Request No. 7 does not seek a security log. That request asks for documents relating to the presence of security personnel at 6x7 Networks' locations, yet another promise of your clients that went unfulfilled.
- Request No. 11 does not seek a client list. It seeks documents that reflect or relate to representations (and likely misrepresentations) made by your clients to existing or prospective customers.²

¹ Perhaps any documents or communications that are privileged should be shared with you for purposes of conducting a privilege review and preparing a privilege log.

² Request Nos. 5 and 6 do request a client list and an employee list, respectively, and Request No. 12 does demand production of photographs of 6x7 Networks' locations.

Nonetheless, even given your mischaracterizations of the documents requested, your letter fails to establish that any of the documents constitute or contain trade secrets, a burden that your clients bear in order to prevent disclosure. Indeed, even with respect to Request No. 5, your bald assertions that the client list has been maintained confidentially, is owned by 6x7 Networks, and has value to 6x7 Networks fail to meet the requirements for establishing that the requested client list constitutes a trade secret under California law. And, to be abundantly clear, the execution of nondisclosure agreements with potential clients does not render a list of such clients a trade secret.

Furthermore, assuming *arguendo* the requests implicate trade secrets, the trade secret privilege is not absolute. California Evidence Code § 1060 provides that “the owner of a trade secret has a privilege to refuse to disclose the secret, and to prevent another from disclosing it, *if the allowance of the privilege will not tend to conceal fraud or otherwise work injustice.*” (emphasis added). Your overbroad assertion of the privilege is designed expressly to conceal your clients’ fraud and work injustice.

Given what we know about your clients’ business operations, we harbor serious doubt that 6x7 Networks is a federally licensed communications company (other than perhaps simply having a permit to operate). Please provide a copy of the license and materials submitted when applying for the license. Also, your assertion that 6x7 Networks is “capable of” handling matters of national security is of no relevance. If the statement is meant to suggest that the requested documents cannot be disclosed on account of national security concerns, it is not persuasive in the least.

Lastly, on the point of trade secrets, wholesale withdrawal of the subpoena is not appropriate. Notably, your letter does not contend that the documents requested in Request Nos. 8, 9, and 10 are shielded by the trade secret privilege, so those categories may be produced forthwith. As for the remaining requests, assuming you can provide additional information that establishes that any of the requested information concerns legitimate trade secrets (which we doubt), we are willing to discuss an appropriate protective order.

Third, your contention that the subpoena violates Sudo’s nondisclosure agreement with 6x7 Networks is frivolous for at least three reasons. One, the identities of Wave Broadband and Cogent do not fit within the definition of “Confidential Information” in the nondisclosure agreement, and we give no credence to your assertion that setting forth categories of documents in a subpoena constitutes the disclosure of specific trade secrets. Two, although we are keenly aware that your clients’ relationship with Wave Broadband and Cogent expressly contradicts your clients’ representations to Sudo (and surely others), no authority supports the proposition that the identity of one’s internet service provider is proprietary, confidential, or a protected trade secret, particularly in light of the concealment and fraud at issue here. And three, Sudo’s subpoena and its contents are protected by the litigation privilege set forth in California Civil Code § 47. Surely, you agree that the litigation privilege applies given that 6x7 Networks’ filing of the master services agreement on the Court’s public docket as an attachment to its Complaint

would likewise constitute a breach of the confidentiality provision in that agreement. In any event, should 6x7 Networks decide to take separate action alleging that the subpoena breached Sudo's nondisclosure agreement, note that Sudo reserves all rights, including pursuant to California Code of Civil Procedure § 128.5.

Fourth, your contention that Sudo must establish good cause for the inspection or production of documentary evidence pursuant to the subpoena is demonstrably false. The court's decision in *Flora Crane Service, Inc. v. Superior Court* (1965) 234 Cal. App. 2d 767, addressed California Code of Civil Procedure § 2016, which was repealed in 2005, and the notion that "good cause" must be established for a deposition subpoena for business records is contrary to the express language of California Code of Civil Procedure § 2020.410(c) and has been expressly rejected by California courts. *See, e.g., Dodd v. Cruz* (2014) 223 Cal. App. 4th 933, 940; *City of Woodlake v. Tulare County Grand Jury* (2011) 197 Cal. App. 4th 1293, 1301.

As with your unsupported assertion of the trade secret privilege, your letter provides no support for your proclamation that 6x7 Networks has a protectable privacy interest in the requested documents and information. Nor have you established that the subpoena is intrusive, and your suggestion that the subpoena will not lead to the discovery of admissible evidence bears no weight.

Finally, we would be remiss not to mention that your contention, without explanation or supporting facts, that the subpoena is unduly burdensome, harassing, or oppressive fails. Even if 6x7 Networks had standing to raise such objections with respect to a subpoena directed to Mr. Watters, Mr. Watters has made plain that the subpoena is none of those things.

* * *

The alleged concerns raised in your letter are unpersuasive, and as such, Sudo will not agree to withdraw the subject subpoena at this time. Of course, I remain willing to speak with you regarding these issues in hopes of avoiding wasteful and unnecessary motion practice.

Very truly yours,

SEYFARTH SHAW LLP



M. Ryan Pinkston

cc:

Richard D. Lutkus (rlutkus@seyfarth.com)

Andrew G. Watters (andrew@andrewwatters.com)

67500185v.1

EXHIBIT H

(1/12/2021 JB It)



Jessica L. Beeler
333 Bush Street, Suite 1100
San Francisco, California 94104-2872
Jessica.Beeler@lewisbrisbois.com
Direct: 415.438.5921

January 12, 2021

File No. 30841.1020

VIA E-MAIL

M. Ryan Pinkston
Seyfarth Shaw LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105
rpinkston@seyfarth.com

Re: ***6x7 Networks v. Sudo Security Group, et al.***

Dear Mr. Pinkston:

Thanks for taking the time last Friday to discuss your subpoena for records to Andrew Watters in this matter. Based on that discussion my understanding is that we agreed to further extend the deadline to move to quash the subpoena. Please confirm that you agree extend the deadline by another couple of weeks to give us time to consider the points and authorities cited in your letter dated January 8, 2021. I propose January 25, 2021, as the new deadline to move to quash. As for Mr. Watters' production date, please confirm your agreement to extend that date as well, from January 19, 2021, to February 5, 2021.

After further consideration of our conversation regarding potentially privileged documents, we have concerns that Mr. Watters might mistakenly or otherwise produce privileged materials. He has not yet provided to us all of the documents in his possession related to 6x7 Networks, LLC ("6x7"). As counsel for 6x7, we would like to do our own privilege review of Mr. Watters' production.

We suggest that Mr. Watters will produce responsive documents and release them only to Marc Indeglia and 6x7's attorneys at Lewis Brisbois. 6x7's attorneys will conduct a privilege review, identify those documents that can be released, and provide a privilege log where appropriate. I understand that you do not seek attorney-client privileged material, but to the extent documents are withheld, and Sudo requests them, then defendants will

M. Ryan Pinkston
January 12, 2021
Page 2

file a motion for protective order to preclude them from being produced. Please let us know if you will agree to this process.

Very truly yours,



Jessica L. Beeler, for
LEWIS BRISBOIS BISGAARD & SMITH LLP

JLB/nlp

cc: Richard D. Lutkus (rlutkus@seyfarth.com)
Andrew G. Watters (andrew@andrewwatters.com)

EXHIBIT I

(1/18/2021 AW It)



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January 18, 2021

Via Email

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brian.slome@lewisbrisbois.com

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Marina del Rey, California 90292
marc@indegliapc.com

**Re: 6x7 Networks, LLC v. Sudo Security Group, Inc.
CGC-19-581498 (San Francisco Sup. Ct.)**

Dear Ms. Beeler:

We write on behalf of Sudo Security Group, Inc. (“Sudo”) in response to your letter, dated January 12, 2012, regarding a deposition subpoena for production of business records served upon Mr. Andrew Watters.

As to scheduling, we agree to the deadlines of January 25, 2021, for 6x7 Networks, LLC (“6x7 Networks”) to file a motion to quash, if any, and of February 5, 2021, for Mr. Watters to produce documents in response to the subpoena.

As to your stated concern about the production of documents that may be shielded from production by attorney-client privilege, your concern is unfounded and overstated under the circumstances. First, as we discussed, Mr. Watters only served as counsel for 6x7 Networks for a short period of time, and it is indisputable that documents outside that time period cannot possibly be subject to the privilege. Those documents should be produced without any need for prior review by 6x7 Networks or its current counsel.

Second, as Mr. Watters has repeatedly stated, he is well aware of his obligation to withhold privileged documents and communications. It is my understanding that he has already

segregated his legal file from other documents and provided that file to you. The statement in your letter that Mr. Watters has not provided to you all documents related to 6x7 Networks is misleading, both because you never requested that he provide all such documents and also because 6x7 Networks has no right simply to demand that Mr. Watters turn over all such documents.

Third, as we also discussed, we are not seeking privileged documents, and only two narrow categories of documents related to Mr. Watters' short tenure at 6x7 Networks require review and the preparation of a privilege log: (1) documents in which Mr. Watters was acting as a sales representative for 6x7 Networks, which would mean that such documents do not concern legal advice and would not be privileged; and (2) documents relating to 6x7 Networks' request for or receipt of legal advice "to enable or aid [6x7 Networks] to commit or to plan to commit a crime or a fraud." Cal. Evid. Code § 956. We have already indicated our agreement that documents that fall within those two categories can be turned over to you for privilege review and the preparation of a privilege log.

In summary, 6x7 Networks is neither entitled to nor in need of an opportunity to review the entirety of any production from Mr. Watters in response to the subpoena. In fact, in the context of 6x7 Networks' incorrect assertions that nearly every document Mr. Watters might have is subject to attorney-client privilege and trade secret privilege, your request for an opportunity to review Mr. Watters' production appears to be a thinly veiled attempt to withhold documents that can and should be produced. As I stated during our telephone conversation, 6x7 Networks filed this action, and any expectation that it can prevent the discovery of information on such a wholesale basis is mistaken.

Very truly yours,

SEYFARTH SHAW LLP



M. Ryan Pinkston

cc:
Richard D. Lutkus (rlutkus@seyfarth.com)
Andrew G. Watters (andrew@andrewwatters.com)

67641276v.1

EXHIBIT J

(1/22/2021 AW email)

Lew-Pham, Nancy

From: Andrew Watters <andrew@andrewwatters.com>
Sent: Friday, January 22, 2021 7:44 PM
To: Marc Indeglia
Cc: Beeler, Jessica; Pinkston, Ryan; Slome, Brian; Lutkus, Richard D
Subject: [EXT] Re: 6x7 Networks v. Sudo Security Group

Hi Marc,

I understood the email, thanks. I put your chances of successfully quashing it at 1% or less, and your chance of getting sanctioned at maybe 20%, so I might as well ask again and with plenty of notice in order to avoid waiting for you to make up your minds later.

Best,

Andrew Watters

Sent from my iPhone

On Jan 22, 2021, at 7:35 PM, Marc Indeglia <marc@indegliapc.com> wrote:

Mr. Watters, 6x7 is moving to quash the subpoena.

Marc A. Indeglia

IndegliaPC

13274 Fiji Way | Suite 250 | Marina del Rey, CA 90292

Phone 310.982.2720 | Mobile 949.294.6047

Email marc@indegliapc.com

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On Jan 22, 2021, at 7:06 PM, Andrew Watters <andrew@andrewwatters.com> wrote:

Hi All,

When you have a chance, please let me know your preferences on access to the web portal I mentioned a while back. I can do a SQL backup file and/or read-only login credentials. The SQL file is easier to search but makes no sense visually. You also have the option of using the latest and greatest interface, which is shown on the new website: <https://slash.law/>

The underlying data are not going to change except for redaction purposes, so this is up to your preferences entirely.

Best,

Andrew Watters

Sent from my iPhone

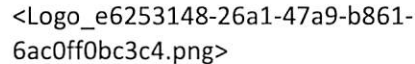
On Jan 22, 2021, at 6:32 PM, Beeler, Jessica <Jessica.Beeler@lewisbrisbois.com> wrote:

Hi Mr. Pinkston,

I am writing to check with you regarding available dates for a hearing on a motion to quash. Are you free February 22, 24, 25, or 26? Please let me know which of those dates works for you.

Thanks,

Jessica


Jessica L. Beeler
Attorney
Jessica.Beeler@lewisbrisbois.com
T: 415.438.5921 F: 415.434.0882

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From: Pinkston, Ryan <RPinkston@seyfarth.com>
Sent: Monday, January 18, 2021 11:18 AM
To: Beeler, Jessica <Jessica.Beeler@lewisbrisbois.com>; Slome, Brian <Brian.Slome@lewisbrisbois.com>; 'marc@indegliapc.com' <marc@indegliapc.com>
Cc: Lutkus, Richard D <RLutkus@seyfarth.com>; andrew@andrewwatters.com
Subject: [EXT] 6x7 Networks v. Sudo Security Group

External Email

Counsel,

Please see the attached correspondence.

Regards,
Ryan

M. Ryan Pinkston | Partner | Seyfarth Shaw LLP
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Direct: +1-415-544-1013 | Fax: +1-312-460-7578
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EXHIBIT K

(1/24/2021 AW email)

Lewis, Mike

From: Andrew G. Watters <andrew@andrewwatters.com>
Sent: Sunday, January 24, 2021 2:50 PM
To: Beeler, Jessica; Pinkston, Ryan
Cc: Slome, Brian; marc@indegliapc.com; Lutkus, Richard D
Subject: [EXT] Re: 6x7 Networks v. Sudo Security Group

External Email

Hi Jessica,

You continue needling me and you continue distorting the truth with a false record. Ben and 6x7's fraud is the reason I am justifiably disappointed with them (and you), so calling me "openly hostile" and leaving it at that is completely unfair. I am actually looking forward to clarifying my multiple roles and the nature and extent of the fraud in a detailed third party declaration, which I expect to file with the court in response to your motion. Of course I will need to submit at least a list of files and/or categories of files with explanations so the court can evaluate your claims against what I actually have and intend to produce.

If you proceed with your motion to quash, you are essentially attempting to suppress highly relevant and highly probative evidence. You are also effectively enabling the underlying fraud by persisting in obstructing the normal process of document production-- despite having seen, in advance, the legal files that you requested, and which you know or should know must be at least partially produced because not all of the files are even legal in nature. And of course, there is a substantial amount of non-legal routine business documents from the two years that I knew Ben and 6x7 apart from the 42-day period in which I was an actual employee.

I have offered to at least consider your proposed privilege log/withholding in addition to my own, but you did not even respond to that overture, much less actually say which files you believe should be withheld on bona fide privilege grounds. In addition to this failure, you have indicated that there is simply no course palatable to you and/or your client other than moving to quash the subpoena. This shows that your actual intention is to suppress evidence, rather than appropriately defend your client.

I do agree with one thing: your unreasonable positions indicate that meeting and conferring with you is futile. So feel free to drop me from your future emails unless you are (1) notifying me that the motion has been filed, (2) sending an order, or (3) sending a proposed privilege log. Or (4) sending an explanation from the managing partner of your

firm as to how this motion was even authorized internally, because it's patently ridiculous and has no chance of being granted in full.

Thank you,

Andrew G. Watters
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<https://www.andrewwatters.com>

On 1/24/21 12:00 PM, Beeler, Jessica wrote:

> Hi Ryan,
>
> Based on our lengthy conversation and our review of your latest letter,
> it is clear we view the issues very differently. This is in large part
> because you have chosen to subpoena records from 6x7's former general
> counsel, who is openly hostile toward his former client. At this point
> further meeting and conferring would be futile and the matter should be
> submitted to the court. Please select one of our suggested dates
> (February 22, 24, 25, or 26) by 9:00 a.m. tomorrow or we will have to
> pick one of them.
>
> Thanks,
>
> Jessica
>
> *Jessica L. Beeler*
> *Attorney*
> *Jessica.Beeler@lewisbrisbois.com*
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> [snip]