

Transcript of the Proceedings of:

**WATTERS**

**vs.**

**CANNON, et al.**

April 11, 2023



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

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

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ANDREW G. WATTERS,

Plaintiff,

vs.

CGC-20-586215

BENJAMIN P.D. CANNON, et al.,

Defendants.

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REPORTER'S TRANSCRIPT OF PROCEEDINGS

TUESDAY, APRIL 11, 2023

VOLUME 2 (Pages 220 - 283)

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STENOGRAPHICALLY REPORTED

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MORNING SESSION

TUESDAY, APRIL 11, 2023 - 9:51 A.M.

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P R O C E E D I N G S

THE COURT: Good morning.

MS. ARMENTA: Good morning.

MR. WATTERS: Good morning, Your Honor.

MS. CANNON: Good morning, Your Honor.

THE COURT: What was the problem?

MS. CANNON: I'm sorry, Your Honor?

THE COURT: You were supposed to start at 9:30.

MS. CANNON: Oh, my apologies. I had to borrow a printer. Andrew Watters, and, actually, his client, have my printers. They seized them in another action, so I had to borrow a printer to print out some documents this morning and it ran out of paper and I had to go get some paper. It's not really an excuse, but I offer it as an explanation only.

THE COURT: All right. Let's continue with questions.

MS. CANNON: My apologies.

MR. WATTERS: I have one motion, Your Honor. Apparently, the defense intends to offer a number of photos, which I've never seen and have not been provided,

1 and so I move to exclude those items in advance.

2 THE COURT: Are we in the middle of -- we are in  
3 the middle of your questions?

4 MS. ARMENTA: Yes. We're in the middle of the  
5 examination of Ms. Cannon on the defense case in chief.

6 THE COURT: Right. The problem is that new  
7 photos have been produced this morning.

8 MR. WATTERS: I still haven't seen the photos  
9 that apparently are going to be offered.

10 THE COURT: What is the explanation for new  
11 materials never turned over to the other side?

12 MS. ARMENTA: My explanation is that I was just  
13 engaged over the weekend, and I asked for photos of what  
14 was going on since I saw -- and, actually, picked them up,  
15 because Mr. Watters provided photos apparently of the  
16 premises in the condition of November of 2021, so I asked  
17 for photos of what it looked like when Mr. Watters was  
18 actually occupying it.

19 I wasn't counsel at the time. They weren't  
20 produced. I don't think any trial exhibits were exchanged  
21 in this case, Your Honor.

22 THE COURT: Can you speak into the microphone.  
23 You don't think what?

24 MS. ARMENTA: I don't think any trial exhibits  
25 were exchanged in this case, Your Honor, which is why I

1 brought that motion at the inception of the trial, which  
2 was to exclude anything that hasn't been exchanged, but  
3 that motion was denied.

4 THE COURT: Well, if you will recall what  
5 happened yesterday, that's not correct. What happened  
6 yesterday is you made the motion, and the reason it was  
7 denied was because the materials that the plaintiff had  
8 were actually produced to your side. You didn't get a  
9 copy of it, but it was produced, and you saw what the  
10 items were, and I held that there was no prejudice.

11 This is different. This is a situation in which  
12 the plaintiff has never seen these documents before. We  
13 are on direct examination. I don't see yet a reason why  
14 they should be allowed.

15 MS. ARMENTA: Fair enough, Your Honor. I can  
16 proceed without them. That's not a problem.

17 THE COURT: The witness is free to describe, to  
18 talk about things, anything that she wants to talk about  
19 I'm prepared to listen to.

20 MS. ARMENTA: That's fine, Your Honor.

21 THE COURT: So, let's continue with our  
22 questions.

23 LADY BENJAMIN PHILIP DIAZ CANNON,  
24 a defendant, being previously duly sworn to tell the  
25 truth, the whole truth and nothing but the truth, under

1 penalty of perjury, was examined and testified further as  
2 follows:

3 DIRECT EXAMINATION - RESUMED

4 BY MS. ARMENTA:

5 Q. Ms. Cannon, if you can turn to Exhibit No. 3 in  
6 your exhibit book, please.

7 A. Yes.

8 Q. So, in this email, assuming -- let's assume for  
9 the moment that is an accurate email, because it's in  
10 evidence and we will be looking at it.

11 In the section where it says "Data center  
12 features," and there is a number of lines under there.  
13 These were some of the items that Mr. Watters was talking  
14 about, and if you could just explain to us, were these  
15 features that the data center was going to have or had?

16 Where does it -- how are these features related  
17 to the data center that you were looking for, colocation  
18 services for?

19 A. Well, we were building a data center, so that  
20 process, you know, takes years and years. This spec sheet  
21 is designed to -- it would indicate the specifications of  
22 the property once it's complete, once the construction is  
23 complete.

24 As Mr. Watters knew, this was a start-up, so  
25 let's just go and address the first item. The diverse



1 carrier and fiber --

2 Q. Hold on a second, and let me ask, if that's  
3 okay?

4 A. Uh-huh.

5 Q. I do want to go through these features, and what  
6 I want to ask you is, first, what they are, and then if  
7 they existed, and if these services were actually provided  
8 to Mr. Watters.

9 A. Very good.

10 Q. So, let's start with the first one, what is it  
11 and was this feature provided to Mr. Watters?

12 A. The diverse carrier fiber entry means that  
13 there's multiple fiber cables carrying the Internet that  
14 connect to the building.

15 You can think of telecom like railroads, and  
16 there are railroads between cities that connect the  
17 cities. Telecom works the same way. There's cables in  
18 the ground connecting the cities. And if you can imagine  
19 a train station with one track feeding it, and if that  
20 train were to derail or the train track were to break, the  
21 train station would not be able to service any more  
22 trains.

23 But if you were to connect two railways to one  
24 building, you would have redundancy. You would have a  
25 redundant path out of the building, and that is what

1 diverse carrier and fiber means.

2 Q. Okay. So, diverse carrier refers to multiple  
3 carriers?

4 A. Yes. Multiple carriers over multiple physical  
5 paths, so it's a twofold redundancy system, and we did  
6 provide that.

7 Q. What's the next item, 24x7x365.25, and so on?

8 A. That means there is someone on-site at the  
9 building that is trained in the use -- of various roles in  
10 the company and can enact those various roles as needed;  
11 and 24x7x365 means they are on-site around the clock, even  
12 during holidays, even during Christmas Eve, New Year's,  
13 et cetera.

14 We always have someone on-site, whether it's Kar,  
15 myself, Chris, Bobbie, Pascal, you name it. Someone is  
16 always on-site, that's what that means.

17 Q. What is the next line about access, is that the  
18 same thing? Access to whom?

19 Our customers. So, at our facility, access is  
20 "escorted only," and in most secured data centers, access  
21 is escorted only. You can't go to your cabinet by  
22 yourself. We have to watch you. We have guards that come  
23 and escort you and let you in the building.

24 What that means is that you can get into the  
25 building after hours. You can get into the building at

1 1:00 in the morning if you have an outage, for instance.

2 I believe Mr. Watters tried to and did.

3 Q. The next item, UPS and diesel generator backup,  
4 and my question is: Did you actually have access to  
5 generator backup when 6x7 was providing services to Mr.  
6 Watters?

7 A. Yes.

8 Q. At any time during that contract that Mr.  
9 Watters' server was in 6x7's custody, was there any need  
10 to use that backup generator power at that time?

11 A. Not to my knowledge, no.

12 Q. Let's skip down to the end of that, sort of,  
13 section where it says: "Full premises video  
14 surveillance."

15 Did the 6x7 facility where Mr. Watters' equipment  
16 was located have video surveillance?

17 A. Yes. It had both video and still motion photo  
18 surveillance.

19 Q. The next, sort of, paragraph where it says "Dual  
20 A&B generators and ATS," what does that mean?

21 A. So, A&B generators means we have access to more  
22 than one generator, so the generator is not a single point  
23 of failure in our design.

24 And ATS stands for automatic transfer switch.  
25 That's the switch in the pictures that switches between

1 utility feed and battery feed and/or generator feed, as  
2 appropriate in the event of a power failure.

3 Q. After Mr. Watters came and placed his equipment  
4 in the 6x7 facility in San Francisco, were the dual A&B  
5 specifications that are listed on Exhibit 3 actually  
6 provided to Mr. Watters?

7 A. Yes. Not only that, I believe we provided a  
8 picture.

9 Q. We are not going to talk about pictures.

10 A. My apologies.

11 Q. So, let's leave the pictures alone for a minute.

12 A. Oh, okay.

13 Q. The next item has to do with pricing, so -- let's  
14 see. The minimum order and below, were there any other  
15 items and features that were provided to Mr. Watters?

16 A. Well, these lists -- certainly minimum orders,  
17 specifications, and prices. We actually gave Mr. Watters  
18 better pricing than what is on this list, so...

19 Q. What do you mean, explain that?

20 A. Well, if you see bandwidth for \$2,500 a month for  
21 10 GigE, we gave Mr. Watters that for a mere \$800 month.

22 Q. Did 6x7 actually provide Mr. Watters with a 10  
23 GigE during the time that his equipment was at --

24 THE COURT: Excuse me. I think I'm confused. It  
25 says bandwidth is going to be \$500 a month, but you

1 charged him \$800?

2 THE WITNESS: Your Honor, if you look, there is  
3 two columns that said bandwidth. \$500 per month for one  
4 Gbps, that's 1 gigabit per second, 1 billion bits per  
5 second for \$500. Then we have another option at \$2500 a  
6 month for 10 gigabits per second, or 10 billion bits per  
7 second.

8 THE COURT: What did you actually charge?

9 THE WITNESS: We charged \$800 a month, and we  
10 delivered 10 gigabits per second, which normally would  
11 have been \$2500 a month.

12 THE COURT: Thank you.

13 THE WITNESS: And we actually "no charge" him for  
14 the cabinet, which we normally would have charged for, as  
15 well.

16 BY MS. ARMENTA:

17 Q. Thank you for that clarification.

18 A. My pleasure.

19 Q. What is on the bottom, "Cross Connects," \$150 a  
20 month? Explain what it is.

21 A. Typically, when you lease colocation space, you  
22 bring in multiple fiber connections to your equipment for  
23 redundancy reasons.

24 For reasons unknown to me, Mr. Watters did not  
25 elect to do that, and he brought in only one. But those

1 are called cross connects, and that means they go from the  
2 fiber carriers' equipment and routers in our data center  
3 to the customer rack.

4 If you will recall, that 42U rack cabinet, like  
5 the closet where you put the servers, so the cross connect  
6 is the fiber optic cable from the closet where Andrew  
7 Watters had his servers to our main switchboard, if you  
8 will.

9 Q. Was Mr. Watters provided with cross connects?

10 A. He was at no charge.

11 Q. Okay. So, is there anything on this list on  
12 Exhibit 8 that was offered to Mr. Watters that he didn't  
13 actually receive? I mean, aside from the pricing? I  
14 mean, in terms of features and functionality?

15 A. Yes. Aside from the pricing, absolutely. He  
16 received everything on this list.

17 Q. What do you think the disconnect is in terms  
18 of -- you heard Mr. Watters say he doesn't think he got  
19 these things, what do you attribute that disconnect to?

20 A. You know -- oh, Cris. I think it's twofold. I  
21 think there's two factors at work here simultaneously, if  
22 I were to hazard a guess, and I have to guess at this.

23 Q. Well, I don't want you to guess.

24 A. Maybe I'm making an educated inference based on  
25 Mr. Watters' behavior, but that's the best I can do.

1           My assessment, then -- my assessment as to what  
2           the disconnect here is twofold. Mr. Watters can't seem to  
3           call me by my true and correct name. According to him,  
4           the disconnect began when he discovered I was a woman in  
5           the first place. I think that if you -- if you hate  
6           somebody so much you'd swear the sky is red, because all  
7           you can see is red, but the sky is actually blue.

8           Q.     I'll stop you and come back to the issues that  
9           are in that complaint here, if we can.

10          A.     Well, I think there is a technical issue, too.

11          Q.     Yes. What is the technical --

12          A.     And I think that's actually the crux of the  
13          matter, so I do want to get to that.

14          Q.     So, what is the technical reason that someone  
15          might not -- that Mr. Watters appears to suggest that he  
16          didn't receive these things that are on Exhibit 3, as far  
17          as you understand it?

18          A.     Well, the truth is, Cris, not a lot of people  
19          actually know what this stuff is supposed to look like in  
20          the first place.

21                 This is all very highly technical. I realize --  
22                 I've been studying this for my entire lifetime, and even  
23                 I, you know, struggle to get my ears around it sometimes.

24                 So, I can see how it could be easy to confuse, if  
25                 you are staring at something, an electrical panel, for

1 instance. If you're not an electrical engineer or you're  
2 not an electrical contractor, you might not know what's in  
3 that panel, or you might not know what it means, or you  
4 might not know that it's connected to a PG&E meter rather  
5 than a round one. You wouldn't be able to hold the  
6 certifications to make those assessments, and very few  
7 people have those certifications to make those  
8 assessments.

9 It's hard to figure this stuff out, and it's easy  
10 to assume the worst in a vacuum of information. I think  
11 that's all I have.

12 Q. Let's turn to Exhibit 7, if we can. This is the  
13 first agreement, the colocation agreement. Are you at  
14 Exhibit 7?

15 A. Yes -- yes.

16 Q. Now, the first page calls for a five-year term on  
17 this agreement with Andrew Watters. One of the issues  
18 that he raised was that he didn't have a lease or an  
19 option to purchase for that long.

20 He showed us the unlawful detainer complaint with  
21 the lease attached. Did you have any separate discussions  
22 with the owner of that building about purchasing the  
23 building?

24 MR. WATTERS: Objection. Hearsay.

25 THE COURT: Not yet. Overruled.



1 THE WITNESS: Yes, I had. I had --

2 MS. ARMENTA: Just hold on.

3 THE COURT: Just answer the question, and we'll  
4 take it question by question.

5 THE WITNESS: Yes, Your Honor.

6 BY MS. ARMENTA:

7 Q. I have to take this one piece at a time, okay?  
8 So, did you have any discussions with the owner about the  
9 option or the ability to purchase the building?

10 A. Yes.

11 Q. Did you enter into any agreements, oral  
12 agreements with the landlord about your ability to  
13 purchase the building?

14 A. Yes.

15 Q. Did you ever enter into any written agreements,  
16 separate and apart from the lease, with the landlord about  
17 your ability to purchase the building?

18 A. Yes.

19 Q. Did lawyers negotiate that for you?

20 A. Yes.

21 Q. Is that agreement a matter of public record?

22 A. Yes.

23 Q. Did you ultimately purchase the building?

24 A. No.

25 Q. Now, let's turn to -- let's turn back to -- so,

1 let's turn to the Master Service Agreement, which is  
2 behind this.

3 THE COURT: Is this two pages from the back?

4 MS. ARMENTA: Yes. There is -- so, this is -- we  
5 are on Exhibit 7, and we are going to go to --

6 THE WITNESS: I have it on page 3, Exhibit 7,  
7 Your Honor.

8 BY MS. ARMENTA:

9 Q. Page 3 -- one of the -- sorry about that.

10 So, one of the issues that Mr. Watters raised was  
11 the heat in the basement, and so my question for you is:  
12 Was the temperature in the basement for Mr. Watters'  
13 equipment, was it regulated?

14 A. Yes.

15 Q. To your knowledge, did any damage come to Mr.  
16 Watters' equipment or did he report any damage to his  
17 equipment as a result of the temperature in the  
18 basement?

19 A. No to both questions.

20 Q. If you look on Exhibit 7, the first -- after the  
21 quotation there is a 13-page document, could you turn to  
22 page 2 of 13, please.

23 A. Okay. I'm at page 2.

24 Q. At the bottom there is a paragraph about  
25 insurance, and it talks about the customer's

1 responsibilities.

2 Do you know if Mr. Watters ever made any claim to  
3 any insurance that he was obliged to keep concerning  
4 anything that happened at the data center?

5 A. Not to my knowledge.

6 Q. Now, if you could turn to page 4 of 13?

7 A. I'm here.

8 Q. Now, we just saw a little bit on the quote where  
9 it defined the term as five years. On paragraph 12 it  
10 talks about term again.

11 So, what was your understanding of the length of  
12 the term of the colocation contract with Mr. Watters?

13 A. So, all of our contracts under MSA are term  
14 contracts. They exist as a term, usually in years, and in  
15 this case, it was five years. That is the length of the  
16 time that the contract is to be paid and we rely on  
17 that.

18 Q. Did Mr. Watters actually pay you for the  
19 five-year term of the contract?

20 A. No.

21 Q. Did Mr. Watters ever provide you written notice  
22 pursuant to paragraph 12 of the Master Service  
23 Agreement?

24 A. No.

25 Q. I notice on the first page on the Quotation, it

1 does indicate the location in San Mateo, but as we have  
2 all heard that the equipment was ultimately placed in San  
3 Francisco.

4 At the time Mr. Watters placed his equipment in  
5 San Francisco, did he make any complaints at that time  
6 about the change in location?

7 A. No.

8 Q. Did he ask you to amend the contract or change  
9 the location so that it specified the correct location?

10 A. No.

11 Q. Did he complain to you that it wasn't as  
12 convenient a place for him, because his office was in San  
13 Mateo?

14 A. No.

15 Q. When was the first time you heard that  
16 complaint?

17 A. Oh --

18 Q. If you can recall?

19 A. Within the last year. Certainly -- probably when  
20 I read his complaint.

21 Q. Has 6x7 filed any claim against Mr. Watters for  
22 the balance of the contract under the five-year term  
23 agreement, under the Master Service Agreement?

24 A. No, we haven't.

25 Q. Why not?

1           A.     Well, fully accelerating Mr. Watters' contract,  
2 as we are allowed to do under the MSA, would be \$800 times  
3 60 months.

4           THE WITNESS: I don't have a calculator in front  
5 of me, Your Honor. That's what, 50K, Your Honor?

6 BY MS. ARMENTA:

7           Q.     Let's say it is.

8           A.     Plus or minus 50K for purposes of discussion,  
9 that's not worth paying you to go -- I would have had to  
10 pay you much more than that to have to go recoup that  
11 debt, so it's not a good debt. And then we have a duty to  
12 mitigate our damages -- so, there we are.

13          Q.     So, let's turn to page 5 of 13, and this one  
14 talks about 6x7's right to terminate the customer's uses  
15 of the colocation services.

16                   I am pointing at the bottom there were it says in  
17 the event that 6x7's rights to use the facility terminates  
18 or expires for any reason --

19           THE COURT: Which paragraph are you reading from?

20           MS. ARMENTA: 13.5, page 5.

21           THE COURT: I thought you said at the bottom?

22 BY MS. ARMENTA:

23          Q.     Paragraph 13.5, where it says toward the end of  
24 that particular paragraph, and it talks about 6x7 having  
25 the right to terminate: "In the event that 6x7's rights

1 to use the facility terminates or expires for any reason."

2 Was that section in the Master Service Agreement  
3 when Mr. Watters signed it?

4 A. Yes.

5 Q. At the time, did Mr. Watters voice any objection  
6 to the fact that he wanted a -- his five-year contract to  
7 be certainly in one place and to be sure that 6x7, as the  
8 landlord, could never be evicted, moved, or change  
9 locations?

10 A. No, he didn't do any of that.

11 Q. Was there any -- were there any functional  
12 features of the data center that, as far as you know, were  
13 made unavailable or were not given to Mr. Watters as  
14 contemplated?

15 A. I can't think of any.

16 Q. Let's move to the breach of contract claim, which  
17 is a claim against 6x7 for wages, \$250,000 a year for his  
18 time as chief legal officer.

19 MS. ARMENTA: I just want to get that in front of  
20 me, Your Honor.

21 Q. So, now at the time Mr. Watters was engaged as  
22 chief legal officer, the Joint Venture Agreement was  
23 already in effect or did that come after?

24 A. You know, I'm not sure.

25 Q. Well, the Colocation Services Agreement came into

1 effect, and we just saw it in 2019?

2 A. I imagine that would have been first. I believe  
3 that was our first document with each other.

4 Q. At any time after 6x7 began doing business with  
5 Mr. Watters, did Mr. Watters raise with you the potential  
6 of a conflict of interest that would arise if he were then  
7 to act as 6x7's attorney?

8 A. No.

9 Q. Did you have an understanding that Mr. Watters  
10 was a member of the State Bar of California?

11 A. Yes.

12 Q. Did Mr. Watters, as a member of the State Bar of  
13 California, accept employment or to do legal services with  
14 6x7 without giving you a written disclosure of a potential  
15 conflict of interest?

16 A. I'm not sure as to employment, but he provided  
17 legal services without doing that, absolutely.

18 Q. Have you ever -- you have a number of lawyers in  
19 other matters, is that right?

20 A. Oh, yes.

21 Q. So, do I represent you in some matters?

22 A. Indeed -- and very grateful.

23 Q. Who are your lawyers in Delaware for the  
24 Chancery?

25 A. Well, there's Patrick, and Jackie, and Bret, and

1 -- I guess, Maria is actually not on the East Coast, but  
2 she's with that same firm in Los Angeles.

3 Q. Have you learned something about the manner in  
4 which legal engagement agreements are sometimes documented  
5 now?

6 A. Oh, yes.

7 Q. Of all the lawyers that you or 6x7 have had since  
8 Mr. Watters left you, have any of those lawyers provided  
9 you with conflict of interest waivers, where you had --  
10 conflicts were disclosed to you when you had to understand  
11 them and sign?

12 A. If there was any potential for a conflict,  
13 absolutely, yes. Those have been provided many times.

14 Q. So, are there -- have you entered into any --  
15 have you or 6x7 entered into any business arrangements  
16 with other lawyers that also represent you or 6x7?

17 A. Yes.

18 Q. And in that instance -- oh, who is that lawyer?

19 A. Marc Indeglia, who is a now with a new firm,  
20 Patty's firm.

21 Q. Glaser and Weil?

22 A. That's the one.

23 Q. So, you entered into a business relationship with  
24 Marc Indeglia and an attorney-client relationship?

25 A. Yes.



1 Q. In that instance, was a conflict waiver prepared  
2 and signed?

3 A. Yes.

4 Q. Did you ever come to learn before or after Mr.  
5 Watters came into your life that he had previously applied  
6 to be a special agent with the FBI?

7 MR. WATTERS: Objection. Relevance.

8 THE COURT: What is the relevance of this?

9 MS. ARMENTA: It goes to employment history and  
10 suitability for employment.

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

12 THE COURT: I don't see the relevance.

13 Sustained.

14 MS. ARMENTA: Okay.

15 Q. Just to be clear, the business that Mr. Watters  
16 was doing with 6x7 -- it was with 6x7, correct? That was  
17 the colocation agreement?

18 A. Yes.

19 Q. And the legal services he offered, or gave, were  
20 also to 6x7?

21 A. My understanding is that there was just 6x7 and  
22 myself.

23 Q. And no conflict waiver for either of those  
24 relationships?

25 A. No.

1 Q. Let's talk about the sixth cause of action, which  
2 is the cause of action for conversion.

3 This is about the \$5,000 -- I don't know what you  
4 would call it, a setup fee and the \$800 a month, and so  
5 that was the agreement we were looking at.

6 Mr. Watters, or you, who brought Mr. Watters'  
7 equipment to the San Francisco location and put it in?

8 A. Mr. Watters toured the San Francisco location,  
9 and then, I believe, a week later he brought his equipment  
10 in and began his install.

11 Q. So, what was the purpose of the \$5,000 payment  
12 that Mr. Watters made?

13 A. I believe that was the nonrecurring charge, which  
14 is intended to partially offset our expenses in designing,  
15 delivering, and engineering a fiber service.

16 There is construction associated and the costs  
17 are high. It costs us more than \$5,000 to connect a  
18 building. It costs us more than \$5,000 just to design the  
19 service.

20 Q. Did 6x7 actually incur costs in connection with  
21 that that exceeded the \$5,000?

22 A. Yes.

23 Q. At any time, other than by filing a complaint,  
24 did Mr. Watters ever demand the return of those moneys  
25 from 6x7?

1 A. Not to my knowledge, no.

2 Q. Let's talk about the declaratory relief claim.  
3 It has got a request to rescind four different contracts.

4 The first one was the colocation contract, and  
5 we've talked about that one already.

6 There was a sales representative contract,  
7 whatever happened with the sales representative agreement  
8 between 6x7 and Mr. Watters?

9 A. We spent a lot of time, energy, money, and effort  
10 training Mr. Watters, but he never made a single sale.

11 Q. So, there is no relationship ongoing there?

12 A. No.

13 Q. And what about the residential fiber and office  
14 fiber contracts, did those ever go into effect?

15 A. No.

16 Q. We have already talked about the joint venture,  
17 is there some reason you wouldn't want a judgment of  
18 rescission of these contracts?

19 A. Well, I'm fearful that Mr. Watters will post  
20 things on his website defaming me.

21 I'm fearful that he will contact my lawyers and  
22 try to interrupt my legal representation and undermine my  
23 access to the courts.

24 Q. Have those things already happened?

25 A. All of those things have already happened.

1 Q. What was the reaction of your lawyers who are in  
2 your Court of Chancery case when they found out that Mr.  
3 Watters is now on your DOT (phonetic) case?

4 MR. WATTERS: Objection. Relevance.

5 THE COURT: What is the relevance?

6 MS. ARMENTA: I'll withdraw it.

7 Q. Okay. So, let's talk about the false advertising  
8 claim, which is the eighth cause of action.

9 We saw some photos of data centers and you told  
10 us that they were clip art. On those images of the data  
11 center, was there any caption representing that those data  
12 centers were, in fact, pictures of 6x7's data centers?

13 A. No. In fact, I think you can see the clip art  
14 stock photo logo in the corner.

15 Q. When it came to features and functionality,  
16 however, were the representations on 6x7's website as to  
17 what features and functionality its data center offered  
18 consistent with what actually was offered?

19 A. Oh, yes. The photo had concrete floors; we had  
20 concrete floors. It had rack cabinets; we have rack  
21 cabinets. It had overhead power distribution; we have  
22 overhead power distribution. Essentially, an equivalent  
23 facility.

24 Q. I'd like to go to the relationship between 6x7  
25 and Mr. Watters during the time that he was providing

1 legal services. Did he ever provide those legal services  
2 inside the 6x7 facility?

3 A. Yes.

4 Q. Did he provide them from his own office, as well?

5 A. Yes.

6 Q. Where did he spend more time?

7 A. His office.

8 Q. Did he have, to your knowledge, permanent work in  
9 -- outside of 6x7 that were sort of the usual course of  
10 his business? In other words, did he act as a lawyer  
11 outside for others?

12 A. He told me he had a functioning law firm, yes.

13 Q. Your understanding is that he had been a lawyer  
14 already for some time?

15 A. Yes.

16 Q. Did you even know that he had hired staff on your  
17 matters?

18 A. No.

19 Q. So, did you exercise any degree of control over  
20 how he performed the legal services?

21 A. No.

22 Q. Or who he hired?

23 A. No.

24 Q. Did you require Mr. Watters to keep a time card  
25 or report hours or tasks to you?

1 A. No. We did not want to do his time in any way.

2 Q. Did he actually provide you time records or  
3 reports on completions of tasks or anything like that?

4 A. No.

5 Q. Okay. Was Mr. Watters essentially free from  
6 control of 6x7 or did you exercise control over his  
7 performance of his duties as chief legal officer?

8 A. No. He had full control over his duties.

9 MS. ARMENTA: I have no further questions, Your  
10 Honor.

11 THE COURT: Thank you.

12 For cross-examination, do you want to -- do you  
13 need a five- or ten-minute break, or anybody need a break  
14 before we have cross? If anybody does, please let me  
15 know.

16 We will go to cross-examination now.

17 THE WITNESS: Thank you, Your Honor.

18 MR. WATTERS: Yes, Your Honor.

19 CROSS-EXAMINATION

20 BY MR. WATTERS:

21 Q. You mentioned some discussions to purchase the  
22 building for which the San Francisco facility was located,  
23 do you recall that?

24 A. Yes.

25 Q. You did not ultimately purchase the building,

1 right?

2 A. Yes.

3 Q. Why did you not ultimately purchase the  
4 building?

5 A. We --

6 MS. ARMENTA: Objection. Relevance.

7 THE COURT: Go ahead. I will overrule the  
8 objection.

9 THE WITNESS: We couldn't put the financing  
10 together.

11 BY MR. WATTERS:

12 Q. And you indicated at some point that the unlawful  
13 detainer that was filed in 2019 was settled, correct?

14 A. Yes.

15 Q. But there were two unlawful detainer cases  
16 against you and 6x7, is that correct?

17 A. No.

18 Q. Are you not aware of the other cases?

19 A. Sir, they don't exist.

20 Q. You are sure that there are no other unlawful  
21 detainers involving you and 6x7 at the property?

22 A. There were two cases; one was settled and was one  
23 dismissed.

24 Q. So, there were --

25 A. There is no third case. This is a hallucination,

1 sir.

2 Q. You are 100 percent sure that there was no writ  
3 of possession for those properties?

4 A. I think you're asking me a different question  
5 now. I'm going to decline to answer.

6 MR. WATTERS: Your Honor?

7 THE COURT: If you --

8 THE WITNESS: Or if you want to ask me -- I'm  
9 confused as to what I should do here, Your Honor. Maybe  
10 you can help me.

11 THE COURT: I think you should assume that it is  
12 a different question. That's fine. Not a problem.

13 I think I will rephrase it. The question is:  
14 Are you aware of any writ of execution against the  
15 property?

16 THE WITNESS: Not for me.

17 THE COURT: No, what?

18 THE WITNESS: Not for me.

19 BY MR. WATTERS:

20 Q. Not for you individually, but for 6x7?

21 A. Yes.

22 Q. So, you're sure that you were never the subject  
23 of an unlawful detainer proceeding for your portion of the  
24 property, is that true?

25 A. No.



1 Q. So, you said there was one case that was settled  
2 and another case was dismissed, is that the extent of your  
3 knowledge on these?

4 A. Yes.

5 MR. WATTERS: I have a request for judicial  
6 notice, Your Honor. I will exchange a copy with defense  
7 counsel.

8 THE COURT: This is in writing?

9 MR. WATTERS: I'd actually like to offer this as  
10 a request at this time.

11 THE COURT: They will have an opportunity to  
12 respond to it. We can take care of that after the  
13 hearing.

14 MR. WATTERS: That's fine, Your Honor. I just  
15 have some impeachment evidence I need to get in on this  
16 request.

17 THE COURT: Let's have a look at it. You can  
18 certainly ask questions of the witness based on the  
19 document, but go ahead and let's have a look at it and see  
20 if there is an issue.

21 MR. WATTERS: May I approach, Your Honor?

22 THE COURT: Please.

23 MR. WATTERS: (Handing to Court, opposing  
24 counsel, and witness.)

25 THE COURT: Thank you.

1           Is defense counsel ready to tell me their  
2 positions on these three requests?

3           MS. ARMENTA: Technically, there is no objection;  
4 substantively, relevancy would be the objection.

5           THE COURT: Relevancy. First of all, the Request  
6 for Judicial Notice, which is dated April 13, 2023,  
7 consists of three requests.

8           Relevancy is, in fact, an issue that can be  
9 considered when there is a request for judicial notice.

10          I would like an explanation for the relevancy of  
11 the third request, the bench warrant.

12          MR. WATTERS: Yes, Your Honor.

13          THE COURT: What is the relevance of that to this  
14 proceeding?

15          MR. WATTERS: In yesterday's testimony, Lady  
16 Cannon indicated that she was unaware of any criminal  
17 proceedings in Sonoma County against her, and this is an  
18 impeachment exhibit, because the warrant indicates that,  
19 at a minimum, Lady Cannon was arraigned and then failed to  
20 appear, so, therefore, she was aware of the criminal  
21 charges.

22          THE COURT: So, this is one of credibility?

23          MR. WATTERS: Yes, Your Honor.

24          THE COURT: I will grant the Request for Judicial  
25 Notice. I will say that with request to the -- certainly

1 the third one, the relevancy is marginal. If we were in a  
2 bench trial -- well, we are in a bench trial, but if we  
3 were in a jury trial, I'd probably -- under 352 I would  
4 exclude it, because it seems to be so marginal, and its  
5 impact on the jury would be something that would outweigh  
6 its relevancy.

7 But, because this is a bench trial, I will accept  
8 it, and I will use it solely with respect to the  
9 credibility issue and will not use it for the prejudicial  
10 purposes for which, apparently, it is being proposed, but  
11 I will take your word for it, that's not what is going on  
12 here.

13 So, it's a long-winded way of saying: The  
14 Request for Judicial Notice is granted.

15 THE CLERK: Do we need a description of this?

16 THE COURT: The Request for Judicial Notice,  
17 dated April 11, 2023, consisting of three requests:

18 Writ of possession, a writ of possession, and a  
19 bench warrant.

20 Let's proceed.

21 BY MR. WATTERS:

22 Q. Lady Cannon, please take a look at Exhibit 8 of  
23 the Request for Judicial Notice, which is the return writ  
24 of possession in a case filed by Mr. Charles Jadallah  
25 against 6x7 Networks LLC.

1           Go ahead and flip to the last page of the exhibit  
2 when you are ready.

3           THE COURT: The last page of the exhibit?

4           MR. WATTERS: Yes. This is the San Francisco  
5 Sheriff's Office return on the writ of possession.

6           THE WITNESS: I'm here.

7 BY MR. WATTERS:

8           Q. At the bottom of the table in the middle of the  
9 page, there is a date there, November 3rd, 2021, and that  
10 indicates that the writ was executed on November 3rd,  
11 2021, do you see that?

12          A. Perhaps I'm looking at the wrong page, but, no.

13          Q. Toward the middle of --

14           THE COURT: Let me help the witness. This is  
15 what the page looks like (pointing). Do you see the date  
16 of November 3, 2021?

17           THE WITNESS: Yes.

18           THE COURT: All right.

19 BY MR. WATTERS:

20          Q. Just to confirm, that's the date that you are  
21 indicating I broke in and robbed your house?

22          A. Yes.

23          Q. Does this change your view at all, that there was  
24 a writ of possession for the property?

25          A. No.

1 Q. In any case, will you agree with me that this is  
2 the writ of possession for the 6x7 Networks space at that  
3 location?

4 A. No.

5 Q. Why not?

6 A. The space is not described as such.

7 Q. Okay. So, in any case, this is a different case  
8 number than the Exhibit 15 that we saw yesterday, so it's  
9 the second unlawful detainer filed against 6x7 Networks  
10 LLC, correct?

11 A. I don't have that document in front of me.

12 Q. Go ahead and turn to Exhibit 15, if you need to  
13 refresh your memory of what we discussed yesterday.

14 THE COURT: Give her a specific instruction,  
15 because if you just tell a witness to refresh his or her  
16 memory, they might just sit here for a couple of hours and  
17 read through the pages, so that's not going to be really  
18 helpful.

19 MR. WATTERS: Yes, Your Honor.

20 Q. Please turn to page 1 of Exhibit 15, which is the  
21 summons on an unlawful detainer against yourself and 6x7  
22 Networks LLC.

23 Are you there?

24 A. Yes.

25 Q. Do you see the case number in the case number

1 section?

2 A. Yes.

3 Q. It starts with CUD-19?

4 A. Yes.

5 Q. So, that's the case you are indicating was  
6 settled, right?

7 A. I don't recall which was one settled.

8 Q. In any event, the case in which the writ of  
9 possession was executed was not settled, true?

10 A. I don't think so, but I'm not certain. Your  
11 question confuses me.

12 Q. Please turn to Exhibit B of the Request for  
13 Judicial Notice, which is the writ of possession on  
14 Charles Jadallah v. Lady Ben Cannon. Are you there?

15 A. Sorry. I'm there.

16 Q. Now, this case was filed in 2022, and it starts  
17 with CUD-22. This was the unlawful detainer that Mr.  
18 Jadallah filed against you personally, correct?

19 A. He filed many against me personally.

20 Q. So, do you now recall how many unlawful detainers  
21 that have been filed against 6x7?

22 A. I recall -- my recollection has not changed.

23 Q. You mentioned that you did not know whether I had  
24 hired staff on behalf of 6x7, do you recall that?

25 A. Yes. Your staffing was your decision, not mine.

1 Q. Do you recall interviewing one of my employees at  
2 the 6x7 facility before she was hired?

3 A. Vaguely.

4 Q. So, you vaguely recall that one of my employees  
5 came to 6x7 in San Francisco and was interviewed with  
6 you?

7 A. You wanted my opinion on her for your firm.

8 MR. WATTERS: If I may, Your Honor, I would like  
9 to reserve for a rebuttal case.

10 THE COURT: I'm sorry?

11 MR. WATTERS: I would like to reserve the rest of  
12 my commentary on the evidence for my rebuttal case -- if I  
13 may?

14 THE COURT: You want to put on a rebuttal, that's  
15 fine. Are you finished with cross-examination?

16 MR. WATTERS: Yes, Your Honor. My point is the  
17 subject matters will return in the rebuttal, that's all  
18 I'm saying.

19 THE COURT: Well, the only question I have for  
20 you, have you completed your cross of this witness?

21 MR. WATTERS: Yes, Your Honor.

22 THE COURT: All right. Any further redirect?

23 MS. ARMENTA: Just briefly.

24 REDIRECT EXAMINATION

25 BY MS. ARMENTA:

1 Q. Mr. Jadallah came to the 6x7 facility on November  
2 of 2021, were the security cameras still in operation at  
3 the building?

4 A. Yes.

5 Q. And, so, did you watch how it happened when Mr.  
6 Jadallah came to the building, as he was authorized to do  
7 by legal process?

8 A. Well, I was on vacation in Mexico, and we thought  
9 he had no authority to enter the building, because he  
10 dismissed the UD against me personally, so, therefore, he  
11 could not proceed with a writ.

12 Q. Thank you for that clarification.

13 Did you observe Mr. Watters in the building at  
14 that time?

15 A. Yes.

16 Q. Did Mr. Watters, as far as you know, have any  
17 relationship at all with any of the unlawful detainer  
18 cases, either as counsel of record or as a party?

19 A. At that time, no. I don't think so -- at all.

20 Q. Do you have any understanding as to -- did anyone  
21 tell you beforehand that Mr. Watters would be at the  
22 building more than a year after your relationship and  
23 6x7's relationship with him had ended?

24 A. No.

25 Q. And, at the time, were you already litigating



1 this case with Mr. Watters?

2 A. I believe so, but I don't recall specifically.

3 Q. Did anyone in this case, your lawyer at the time,  
4 or anyone inform you that Mr. Watters would be going over  
5 the property in the second case?

6 A. No. No.

7 Q. Did Mr. Watters, to your knowledge, provide or  
8 serve any demand for inspection of the premise in this  
9 case for the 6x7 facility?

10 A. No.

11 MS. ARMENTA: No further questions, Your Honor.

12 THE COURT: Thank you very much. You are  
13 excused.

14 THE WITNESS: Thank you, Your Honor. I  
15 appreciate you.

16 (Witness excused.)

17 THE COURT: We will take a short recess now.

18 I think, Mr. Watters, you have in mind some  
19 rebuttal testimony, is that right?

20 MR. WATTERS: Yes, but I'm not sure if they are  
21 finished yet.

22 MS. ARMENTA: The defense rests.

23 MR. WATTERS: Yes, I have some rebuttal  
24 testimony.

25 THE COURT: Could you tell me who the witnesses

1 are going to be in your rebuttal case?

2 MR. WATTERS: Just myself, Your Honor.

3 THE COURT: We will take a ten-minute recess and  
4 we will finish our rebuttal.

5 MS. ARMENTA: Thank you, Your Honor.

6 THE COURT: Thank you very much.

7 ---oOo---

8 (Short recess taken at approximately 10:41 a.m.)

9 (Proceedings resumed at approximately 10:53 a.m.)

10 ---oOo---

11 THE COURT: We will turn to plaintiff's rebuttal  
12 case.

13 MR. WATTERS: Thank you, Your Honor.

14 THE COURT: You are still under oath as you speak  
15 as a witness.

16 MR. WATTERS: Understood, Your Honor.

17 ANDREW G. WATTERS,  
18 plaintiff, being previously duly sworn to tell the truth,  
19 the whole truth and nothing but the truth, under penalty  
20 of perjury, was examined and testified further as follows:

21 DIRECT EXAMINATION (Rebuttal)

22 MR. WATTERS: I have a few areas to go over here,  
23 and I will just take them in the order they were  
24 presented, Your Honor.

25 THE COURT: Please just make sure you speak into

1 the microphone, approximately one inch away from the mic.

2 MR. WATTERS: Yes, Your Honor.

3 THE COURT: You can pull it toward you.

4 MR. WATTERS: Okay.

5 Yesterday Lady Cannon testified that it was my  
6 server as the equipment, not her and 6x7 Networks or power  
7 that caused my sever false, that is not true.

8 That came up a few times during her testimony.  
9 The reason I know it's not true is that there was a PG&E  
10 power outage on one occasion in May or June of 2020, and  
11 Lady Ben blamed the power outage on PG&E, and my server  
12 crashed as a result. From that I infer that the power was  
13 the issue, and, therefore, the statement that my server  
14 was -- or I was somehow at fault is untrue on that  
15 subject, the issue with the generators and other features  
16 that were represented to me, Lady Benjamin has said  
17 repeatedly that she did provide the services -- or 6x7  
18 provided the services that were represented on her initial  
19 email, but that is not true.

20 The Cogent outage in approximately June of 2020  
21 took down my server, and that was attributed by 6x7  
22 personnel, that Cogent, which was also confirmed on a  
23 Cogent website, so, again, not my equipment.

24 It was the Internet service provider, and that's  
25 what led me to discover that my Internet service at the

1 cabinet was actually provided by Cogent and not by 6x7  
2 Networks LLC.

3           There was also a separate outage in June of 2020  
4 at 450 Mission Street in San Francisco. Lady Benjamin and  
5 I attended the -- sidewalk, or whatever. I'm not sure  
6 that's the appropriate term, but there was a tour of the  
7 450 Mission facility where I and Lady Benjamin went in  
8 together and looked around with a bunch of personnel from  
9 Salesforce and other companies who were users of that  
10 facility and tried to determine what was going on. So,  
11 the 450 Mission outage was another Internet outage that  
12 took down my server.

13           Now, that shows a couple things; number one, the  
14 service at my cabinet was not redundant or diverse as was  
15 represented to me, and when that service was actually  
16 provided by Cogent.

17           In terms of the escort-only policy at 6x7, it was  
18 never done that way. I didn't have to show a badge or  
19 anything to get into the building. I had to ring the  
20 doorbell, and then the on-site staff person would open the  
21 door for me and let me walk down to the data center. So,  
22 it was not escort-only, nor did I have to do escort-only  
23 on my subsequent data center facility in Santa Clara,  
24 which was a Digital Realty facility, and that's considered  
25 their flagship. There were no escorts there either.

1           So, in terms of generator access, as I mentioned,  
2           the PG&E power outage took down my server in late May or  
3           early June of 2020. Had there been a generator, an  
4           automatic transfer switch, then even the server wouldn't  
5           have crashed, because the generator would have taken over  
6           with the ATS automatically, and that's how I know there  
7           was no generator or automatic transfer switch. Had there  
8           been a generator or automatic transfer switch, there would  
9           be no interruption of my service.

10           In terms of providing true A&B power, that was  
11           not the case. My equipment was plugged into the power tap  
12           that was -- or power receptacle that was shown on Exhibit  
13           10, the third page of Exhibit 10. I know that because  
14           when the work crews pulled out the power cable on November  
15           3, 2021, upon the eviction of 6x7, I heard all the  
16           customer equipment shutting down, and that also confirms  
17           there was no generator and automatic transfer switch.

18           Turning to the issue of provisioning services for  
19           my San Mateo office, it appears that Lady Cannon does not  
20           recall my July 29, 2020, email, which I read into the  
21           record yesterday.

22           That's the one where I talk about a phone call on  
23           the morning of July 29, 2020, and I go into all the  
24           reasons I am rescinding my contracts with 6x7 and  
25           resigning as chief legal officer. That is at page 13 of

1 the complaint, by the way, if the Court would like a  
2 printed version.

3 In any case, it had been seven months after the  
4 agreed install date when I resigned and terminated my  
5 contracts. The agreed install date was 45 days from the  
6 date of payment of the nonrecurring charges, which was the  
7 \$5,000, and I paid the charges.

8 Lady Cannon stated that she -- Lady Cannon stated  
9 that I wanted her to check herself into a mental hospital,  
10 that is true. I did suggest that in June of 2020.

11 Lady Cannon testified that I wanted a power of  
12 attorney from her, that is not the case. I suggested a  
13 power of attorney as an option for preserving the business  
14 of the company in light of Lady Benjamin's incapacitation.

15 I should note that the power of attorney was  
16 limited to 6x7's business activities, and myself and  
17 Mr. Kar Dhillon were the holders of the power of attorney.  
18 In any case, the power of attorney was subsequently  
19 rescinded when Ms. Cannon returned to the business.

20 Lady Cannon testified that she did not recall  
21 receiving a refund request for the \$5,000 and charges for  
22 my fiber, but I would, again, refer to the July 29, 2020,  
23 email where I specifically asked for the refund of the  
24 deposit.

25 Lady Cannon testified that I was soliciting her

1 from the beginning to be her attorney, that is not the  
2 case. I was excited about the prospects of the colocation  
3 services at a bargain price, and that's the extent of the  
4 interest that I recall in the April 2018 time frame.

5 We did have phone calls from that point forward  
6 where we talked about various ideas, inventions, things  
7 like that, that were interesting to us. It seemed like  
8 Lady Cannon and I had a substantial amount in common in  
9 terms of ideas, or possible joint ownership, or business  
10 ventures, but that is not meant to being -- or offering to  
11 be her attorney or 6x7's attorney at that point in time.

12 Lady Cannon testified I was hired as her general  
13 counsel and her personal counsel, that's not true. I was  
14 hired as chief legal officer as an employee from June 1st,  
15 2020, to July 12th, 2020. It was on a salary basis, as I  
16 indicated, and so I didn't keep track of my time  
17 specifically or issued normal bills like I would in a  
18 normal attorney-client relationship.

19 Lady Cannon testified that she said she had no  
20 employees in 2020. That's true, she said that, which  
21 would surprise her 20 employees at the time.

22 Lady Cannon testified I gave her no advice  
23 concerning the illegality of her employment agreements.  
24 As I testified yesterday, that's not true. There was  
25 advice in that area, and Lady Cannon had waived the

1 privilege on that specific question.

2 In terms of my visits to the property, the  
3 property is a marked contrast -- or was a marked contrast  
4 from the photos that were offered by the defense at the  
5 time I installed my equipment in December of 2019.

6 The photos that were offered as Defense A were  
7 significantly different from the condition of the property  
8 in December of 2019. The photos represent, to me, a major  
9 cleanup effort or staging, because it did not look like  
10 that at any time from late 2019 to mid-2020 when I  
11 departed. As an example, there were boxes everywhere, to  
12 the point it was difficult to walk from the entrance into  
13 the basement facility.

14 Concerning the time required to build the data  
15 center, indeed, I now know that it takes years and years  
16 to build a data center. However, there was no indication  
17 from Lady Benjamin or 6x7, at any time, that the features  
18 represented to me in the initial email were still under  
19 construction. As I indicated, many, if not all, the  
20 features never existed at the facility as built.

21 Lady Cannon testified that I brought in only one  
22 fiber connection for reasons unknown. That's true, I  
23 brought in one fiber connection, although my server had  
24 two connectors. It was represented to me that the  
25 connection provided was by 6x7, not Cogent, and,



1 therefore, the single connection that I had was understood  
2 to be redundant. That's what is represented by diverse  
3 carrier and fiber service.

4 At no point was it disclosed to me that Cogent  
5 was my actual ISP. I only discovered that when I searched  
6 probably available IP address assignment information and  
7 learned that my IP address was on the Cogent network.

8 Indeed, this is a highly technical area that  
9 takes years of study, but it doesn't take an expert to  
10 understand what is being sold in this initial email. The  
11 facility was drastically different from what was  
12 represented.

13 In terms of the temperature in the basement,  
14 during Lady Benjamin's absence during June and/or July of  
15 2020, the temperature was, at least, 105 degrees  
16 Fahrenheit. I know what 105 feels like, and that does not  
17 represent a safe environment for computer equipment.

18 Concerning the change in location from San Mateo  
19 to San Francisco, at some point I either agreed or  
20 accepted the fact that I would be changed to San  
21 Francisco, which was less convenient. But I recall the  
22 incentive was getting a 10 gigabit connectivity in San  
23 Francisco for the same price I would have paid for 1 gig  
24 in San Mateo. That is a strong incentive, because it's a  
25 10 times faster Internet.

1           In terms of the unpaid wage claim, I don't recall  
2           ever raising a conflict of interest waiver with Lady  
3           Benjamin, that is true. However, my understanding is that  
4           the -- when the entity is a client, that is a corporation  
5           LLC, et cetera, that the rules of professional conduct may  
6           permit an exception in that conflict waiver when the  
7           person is becoming an employee.

8           THE COURT: Issues like that, I'm not going to  
9           listen to what you have to say as a witness. That's a  
10          legal issue. You may be right, you may be wrong, but your  
11          testimony on that isn't useful. We will have to deal with  
12          that in briefing.

13          MR. WATTERS: Understood, Your Honor.

14          THE COURT: Okay.

15          MR. WATTERS: Lady Cannon testified that the  
16          legal services were provided for 6x7 and herself. As I  
17          indicated, I was an employee of 6x7, and 6x7 Networks LLC  
18          was my client, not Lady Benjamin Cannon.

19                 Although, I may have handled ancillary matters on  
20          behalf of the entity that might have benefited Lady Cannon  
21          individually, 6x7 Networks was my client.

22                 Lady Cannon testified that I spent a lot of  
23          time -- that she spent a lot of time, energy, and money  
24          training me to do sales, but I never made a sale. It's  
25          true that I never made a sale. It's not true that she

1 spent a lot of time, energy, and money training me. I  
2 received no training, if you can call it that, of any  
3 kind. All I received was a customer list and directions  
4 to contact those individuals to -- as prospects.

5 Lady Cannon testified she is fearful of me  
6 posting on my website defaming her. However, I note that  
7 I've never been sued for defamation in response to my  
8 website, and that's because what I say on there is true  
9 and 100 percent fair to Lady Cannon.

10 Lady Cannon testified that there were no  
11 captions, or that she thinks the stock photo logo is  
12 visible on the photos on her website. I don't think that  
13 is true, but I -- admittedly, on the printouts you don't  
14 see any clip art logos or stock photo watermarks.

15 But, in any case, her testimony that the features  
16 shown in the photos were essentially equivalent to her  
17 facility is not accurate.

18 The facility was not equivalent to a real data  
19 center, such as Digital Realty or other heavy hitters in  
20 the marketplace. Indeed, I had to retain replacement  
21 services from Digital Realty and other entities that  
22 have -- the facilities that are the same quality  
23 represented on 6x7's website.

24 My point is the quality level of the website is  
25 reflective of a real data center operator, such as Digital

1 Realty, but was not reflective of 6x7's facility.

2 I do, and did, have a fully functioning law firm.  
3 That is in 2020 to the present, I have been continuously  
4 practicing law. I have a law firm in Redwood Shores with  
5 three attorneys, a law clerk, and a legal assistant; and,  
6 so, yes, that is a fully functioning law firm.

7 And I did have my practice in mid-2020, and, at  
8 that time, my intention was to transition to a more  
9 part-time law practice role so I could pursue my other  
10 business ventures, and a big component of that was joining  
11 6x7 as an employee, but after that I ended up returning to  
12 a full-time law practice and have been ever since.

13 Lady Benjamin stated she did not know whether I  
14 had hired staff, and she conceded on cross she vaguely  
15 recalls interviewing one of my employees at 6x7's facility  
16 before she was hired. That was in mid-June 2020, that was  
17 Ms. Lizbeth Guatemala, and Lady Benjamin did, in fact,  
18 interview Ms. Guatemala at 6x7's facility, because Ms.  
19 Guatemala was going to be an employee shared between  
20 myself and Lady Cannon.

21 Lady Cannon testified that I had full control  
22 over my day and she did not supervise me, that's not  
23 accurate. I attended many, nearly daily, conference calls  
24 with Lady Benjamin and her staff in which Lady Benjamin  
25 repeatedly castigated her staff -- or coached them on

1 improving in terms of their responsiveness and other  
2 business-related commentary. So, I didn't consider myself  
3 to have full control over my day, because I was beholden  
4 to attend these, nearly daily, conference calls, which I  
5 did.

6 Concerning the eviction from the premises in  
7 November of 2021, I later on -- in 2022, per the other  
8 writ of possession, I had coordinated with Mr. Jadallah in  
9 an effort to serve Lady Cannon and 6x7 Networks in an  
10 unrelated proceeding. My role at the November 3rd, 2021,  
11 eviction was simply as a process server, and I had the  
12 permission of Mr. Jadallah to enter the facility pursuant  
13 to his writ of possession.

14 Also, there were sheriff deputies in attendance,  
15 and Lady Cannon was speaking to them through the Ring  
16 doorbell, but I, obviously, deny taking anything or  
17 robbing her in any way. I simply did not do that, nor  
18 would I. The attendance of the sheriff deputies would  
19 make that difficult, as well.

20 MR. WATTERS: That's all I have, Your Honor.

21 THE COURT: Thank you.

22 Cross-examination?

23 MS. ARMENTA: Yes.

24 CROSS-EXAMINATION

25 BY MS. ARMENTA:

1 Q. Mr. Watters, what features, specifically, on the  
2 photos that you showed on the website misrepresented what  
3 was available at the data center?

4 THE COURT: Let's have the notation as to exactly  
5 which exhibit we're talking about now.

6 MS. ARMENTA: Yes. Thank you, Your Honor.  
7 That's a good point. Let's look at Exhibit 6.

8 Q. If you could tell me in Exhibit 6, is it the --  
9 so, just look at the photos first without looking at the  
10 caption, and then we will look at the captions.

11 On the first page, is there anything about those  
12 photos to you that grounds your case in falsity?

13 A. Yes. The first photo on page 1 of Exhibit 6  
14 shows what appears to be two turbine generators in a data  
15 center facility on polished, concrete floors, and those  
16 two generators are very heavy duty.

17 Q. Anything in the second picture?

18 A. That is just a picture of a switch with some  
19 fiber running into it. I would consider that  
20 inaccurate.

21 Q. What on the second page are features that you are  
22 saying weren't available to you?

23 A. The second page shows what I would consider a  
24 premier or world-class data center facility, such as run  
25 by TELx or Digital Realty. On the left side you see there

1 is a raised floor. Those tiles would come off and they're  
2 removable, so you can run cables under the floor. That's  
3 an example of a highly desirable feature that would be  
4 found in a normal data center.

5 Q. So, why did you put your equipment there when you  
6 went there and saw that it didn't look like that?

7 A. I didn't go there initially. I met Lady Cannon  
8 and installed my equipment the first time I had been at  
9 the facility.

10 Q. Well, then, why did you install it if you saw it?

11 A. I was pretty stuck after spending more than  
12 \$2,000, and then I didn't want to delay the start-up any  
13 longer.

14 Q. Did you look for other facilities at that time?

15 A. No.

16 Q. Did you express in writing that you were  
17 disappointed of the state of the facility?

18 A. I'm not sure I did that.

19 Q. Did you then, thereafter, go on to enter into a  
20 business with 6x7?

21 A. Yes.

22 Q. Did you then go on to represent the company as  
23 its chief legal officer and one of your responsibilities  
24 was facility management?

25 A. I wasn't, say, facility management; but, yes, I

1 did continue with the company.

2 Q. Okay. Then you continued month after month for  
3 about six months, and you kept your equipment there, is  
4 that right?

5 A. That's true.

6 Q. You paid for those months each month?

7 A. I fully paid 6x7.

8 Q. Yet, at the time, you knew that the facility  
9 didn't look like you say in the photos, correct?

10 A. It didn't look that way, you are correct.

11 Q. During the time that you say there were power  
12 outages, that was in the summer of 2020?

13 A. Yes.

14 Q. That is part of the time that Ms. Cannon was also  
15 hospitalized?

16 A. I'm not sure it coincided, but it's possible.

17 Q. So, you suggested that you be the person that  
18 have the power of attorney to keep the business running  
19 properly, correct?

20 A. I suggested that Mr. Dhillon and myself, as joint  
21 holders of the power of attorney.

22 Q. But you were the person that became the power of  
23 attorney, correct?

24 A. Mr. Dhillon and myself both received the power of  
25 attorney.



1 Q. You didn't suggest that she obtain a higher-level  
2 person, an engineer with credentials be the person that be  
3 appointed to run the facility in her absence, did you?

4 A. I believe I brought up key man insurance at some  
5 point -- key person insurance.

6 Q. But as 6x7's chief legal officer, you suggested,  
7 and your suggestion was accepted, that you be the person  
8 that be designated as the power of attorney to continue  
9 the business operations when Lady Benjamin was  
10 incapacitated, is that correct?

11 A. You didn't hear my prior answer, which was Mr.  
12 Dhillon and myself were joint holders of the power of  
13 attorney.

14 Q. Do you have a degree in electrical engineering?

15 A. No.

16 Q. It was either shortly after or during Ms.  
17 Cannon's hospital stay, and during or after the time  
18 period that you, yourself, held -- or co-held the power of  
19 attorney that you terminated the contract with Ms. Cannon,  
20 is that correct?

21 A. No. She had returned from the hospital at that  
22 point, and it had been a couple weeks, at least, when I  
23 terminated the contracts.

24 Q. So, you terminated the contracts a couple weeks  
25 after the period that she was unavailable, is that

1 right?

2 A. It sounds about right.

3 Q. And during the period that she was unavailable,  
4 you and Mr. Dhillon were the ones that were in charge in  
5 making sure that the facility remained properly  
6 operational, is that right?

7 A. We did our best.

8 Q. Do you see how -- withdrawn.

9 MS. ARMENTA: No further questions, Your Honor.

10 THE COURT: Is there anything that you want to do  
11 on redirect, Mr. Watters?

12 MR. WATTERS: No, Your Honor.

13 THE COURT: Have you concluded your rebuttal  
14 case?

15 MR. WATTERS: Yes, Your Honor.

16 THE COURT: All right. Let's go off the record  
17 and talk about briefing, and then when we've decided what  
18 we want to do, we will put it on the record -- and  
19 anything else you want to put on the record.

20 So, off the record.

21 (Discussion off the record.)

22 THE COURT: So, the parties have agreed that the  
23 Court will order the following briefing schedule:

24 Plaintiff's opening brief, no more than 20 pages,  
25 due on May 15th.

1           The defendant's opposition, no more than 20  
2 pages, due on May 29.

3           Plaintiff's reply brief of no more than 10 pages,  
4 due on June 9th.

5           And, at that point, the matter will be submitted,  
6 and I will then issue a statement of decision.

7           Just a couple of things that I want to bring your  
8 attention to in terms of what I'm looking for in these  
9 briefs.

10           Because you've decided to get a transcript, you  
11 will be citing the record in your briefs, which I will  
12 find very helpful.

13           You are also going to be providing to me a copy  
14 of the transcript, because, otherwise, I won't understand  
15 what your citations refer.

16           You can provide the transcript in electronic  
17 form. For example, on a USB key, and that will work just  
18 fine. If you would like a free USB key, I'm happy to give  
19 you one -- they're pretty cheap today.

20           With respect to the claims in this case, it's  
21 important for me to understand from the plaintiff that --  
22 and, of course, then there will be a response from the  
23 defense, what the elements are for each of the causes of  
24 action.

25           What evidence supports each element, and the

1 damages that flowed from -- for example, each instance of  
2 fraud or each breach of contract. So, if there was a  
3 breach of contract and you are seeking contract damages,  
4 and I will get to that in a couple minutes as to whether  
5 you are really seeking that or not, I want to know if this  
6 fraud caused that damage. This breach of contract, the  
7 benefit of the bargain, which is a phrase, I think, Mr.  
8 Watters has mentioned, flowing from that breach is X, or  
9 whatever it is.

10 So, to have those things tied up is important,  
11 especially in the opening brief, so that the defendants  
12 understand what it is they are being confronted with.

13 I don't think it's clear from the current state  
14 of the record whether -- what the plaintiff is really  
15 seeking in the contract arena. Is it rescission or the  
16 benefit of the bargain damages?

17 The word rescission has been used very  
18 frequently. It is used, for example, in some of the  
19 emails that went from Mr. Watters to the defendant about  
20 rescinding contracts.

21 But Mr. Watters has also sought -- or said he is  
22 seeking benefit of the bargaining damages, and some of the  
23 damages he has talked about seem to fall within that  
24 category.

25 It's possible that you have to choose. It's

1 possible that rescission wipes out a contract and puts the  
2 parties back to where they were; whereas, benefit of the  
3 bargain damages kick in after a contract is agreed to have  
4 existed and damages flow from its breach.

5           It's possible that those two things are  
6 inconsistent. I don't know, and I'm not saying it one way  
7 or another. I'm just raising the issue, especially for  
8 Mr. Watters to consider as he goes through his analysis of  
9 what he thinks I should be doing with respect to the  
10 contract.

11           With respect to attorney's fees and punitive  
12 damages, although nobody has said this, I assume that what  
13 we are practically doing here is bifurcating those issues  
14 out.

15           With respect to attorney's fees, I think the  
16 entitlement to them should be discussed in the briefing.  
17 In other words, assuming that the plaintiff succeeds on  
18 causes of action X, are attorney's fees available?

19           I will have to answer that yes or no. If I say  
20 yes, then we will have a separate proceeding of what those  
21 fees should be.

22           The same thing with punitive damages, we've had  
23 no evidence of what the damages themselves would be. We  
24 have no evidence, for example, the net worth of any of the  
25 defendants. So, I assume what has been really going on

1 here is we are bifurcating punitive damages.

2 But, in this first phase of the case, I have to  
3 decide whether or not there has been fraud, malice, or  
4 oppression proved. If I don't think so, then there won't  
5 be a second phase. If I think it has been proved, then we  
6 will have to get back together again to decide what to do  
7 about punitive damages.

8 Again, just to repeat. One issue, before I  
9 finish, with respect to fraud -- and I'm going to need to  
10 know which false statement or representation or admission  
11 caused what damages, and to the extent breach of contract  
12 is being claimed, I will need to know which breach caused  
13 what damages.

14 Finally, a last comment. We spent a considerable  
15 amount of time on what I think could be peripheral issues,  
16 whether Mr. Watters was serving a summons on that November  
17 3rd unlawful detainer event, or he wasn't, or he was  
18 stealing something from the premises, or he wasn't, or  
19 what capacity he was acting at, and why he was there,  
20 things like this. And there are a variety of other things  
21 having to do with -- I'll just leave it at that. There  
22 are a variety of things we spent some time on that I'm not  
23 clear really go directly to whether or not the claims can  
24 be proven, whether there are good defenses to the claims.

25 So, I hope that you use your pages wisely. You

1 do have these page limits of up to 20 pages and up to ten  
2 pages. That doesn't mean you need to use all of those  
3 pages.

4 So, do try to really have me focus on the merits  
5 of the case, because that's really where I'm going to be  
6 spending my time. I am really going to be looking for  
7 help from you to really focus me in on the actual merits  
8 of the case.

9 Other than that, I think we're done. Let me just  
10 turn first to Mr. Watters and then to counsel for the  
11 defense.

12 Anything else you would like to get done today?

13 MR. WATTERS: No, Your Honor.

14 MS. ARMENTA: I just -- at the risk of -- because  
15 we may not come back, I would just like to thank the Court  
16 and the clerk. It has been a pleasure to be in trial and  
17 in this courtroom. Not every courtroom is as patient and  
18 kind, and clearly listens and cares, and it means a lot to  
19 me as an attorney, so thank you for that.

20 THE COURT: I return the compliment to both of  
21 you. It's always a pleasure to have lawyers in this  
22 courtroom who can present their cases in one and a half  
23 days.

24 So, thank you so much, and I look forward to  
25 receiving your briefs.

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Thank you.

MS. ARMENTA: Thank you, Your Honor.

MR. WATTERS: Thank you, Your Honor.

(Proceedings concluded at approximately 11:40  
a.m.)

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REPORTER'S CERTIFICATION

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I, CAROL HARABURDA, do hereby certify that I am a certified stenographic shorthand reporter of the State of California and duly appointed shorthand reporter.

That the foregoing pages are a full, true, and correct transcript of my shorthand notes taken in the above-mentioned matter.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 18th day of APRIL 2023.

*Carol Haraburda*

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CAROL HARABURDA, RPR, CSR NO. 8052  
Certified Shorthand Reporter  
Court Certified Realtime Reporter  
State of California



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