

Chan, Jennifer



From: Todd Lesser fm <todd@nccom.com>
Sent: Wednesday, March 8, 2023 11:59 AM
To: Kline, Zita
Subject: [EXTERNAL] Fwd: Vaya - North County Communications
Attachments: North County ICA (2-1-2007).pdf

FILED

03/17/23

02:57 PM

C1709023

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FYI. I thought you would find this interesting that Vaya claims that they have no money but after the judgement against them and after the date of them shutting down the corporation. They fraudulently conveyed their one asset - their judgment against NCC. That judgment was based upon NCC not able to prove our claim because o1/Vaya caused the records to be invalid by unlawfully routing all the calls over their local interconnection truck. The sweet heart deal they had with AT&T hurt every carrier in California that subtended the AT&T tandems. AT&T didn't care because they were being compensated. They even didn't care that Vaya was allowing their customers to spoof ANI's and send unlawful telemarketing calls.

They continue to tell contradictory statements to the State court versus the CPUC. Even their attorney mislead you when she said the confidentially agreement was filed with the State court. That is a complete fabrication. Confidential discovery agreements are not filed with the court. She admitted to she it but wouldn't give it to me so I could give them to AT&T. It would be against public policy for me not to provide you with these documents. Vaya doesn't want NCC nor your honor to see the full picture.

Vaya filed an unsigned contract between Vaya and o1 communications. Vaya had two customers. o1 Communications and another company. Once NCC obtained a writ of attachment, Vaya moved that customer to be an o1 customer.

AT&T nor the CPUC were aware of these key facts. They also testified that Vaya and o1 had completely separate networks. I suspect that was a complete fabrication but I haven't see the AT&T discovery documents.

Vaya claimed that they knew the jurisdiction of the calls they sent up but I suspect they told the CPUC and AT&T that they didn't know them and that is why there was that settlement agreement.

With all due respect, I believe the CPUC should investigate the Robocalls and can can see the evidence below of conveying assets after claiming the judgment was worth nothing.

If you would like for me to send you transcripts of depositions, discovery answers, and trial transcripts, I can.

NCC was the victim here. Vaya and o1 created a scheme to sell below market rate long distance traffic.

NCC sued o1 communications. We settled it and have a traffic exchange agreement. Then the principals of o1 communications created Vaya to unlawfully get around the agreement. They violate every agreement they sign.

Unfortunately because of the confidential settlement agreement Vaya had with AT&T, no other CLEC or ILEC in California knows this. They either under billed Vaya believing the calls were local or like NCC, was unable to accurately go after Vaya because of the AT&T records were unbillable because they didn't accurately determine the jurisdiction of the calls.

See attached.

Begin forwarded message:

From: Dawn Coulson <dcoulson@eppscoulson.com>
Subject: RE: Vaya - North County Communications
Date: August 26, 2022 at 19:06:41 PDT
To: Todd Lesser fm <todd@nccom.com>

Todd – as I suspected, without some basis for such a low number, our client is not inclined to accept a \$50k offer. Would you like to discuss a more reasonable payment for the outstanding judgment, which appears to be about \$1.8m now?

Dawn M. Coulson

EPPS & COULSON, LLP | ATTORNEYS AT LAW
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From: Dawn Coulson
Sent: Friday, August 26, 2022 3:28 PM
To: 'Todd Lesser fm' <todd@nccom.com>
Subject: RE: Vaya - North County Communications

Hi Todd:

I'll check with our client. I know that she'll inquire of the reason you believe she should accept such a low amount as compared to the judgment. What shall I say?
Feel free to call my direct dial if you want to discuss it.

Dawn M. Coulson

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-----Original Message-----

From: Todd Lesser fm <todd@nccom.com>
Sent: Friday, August 26, 2022 11:40 AM
To: Dawn Coulson <dcoulson@eppscoulson.com>
Subject: Vaya - North County Communications

WARNING: THIS EMAIL IS FROM OUTSIDE OF OUR NETWORK!
Verify the sender before opening any attachments or clicking on any links.

This is an offer of \$50,000 to settle the claim. Are you will to accept this?

TRAFFIC EXCHANGE AGREEMENT

This Traffic Exchange Agreement is entered into as of the 1st day of February, 2007 (the "Effective Date") by and between North County Communications, Corp. ("North County"), and O1 Communications, Inc. ("O1").

WHEREAS, North County and O1 are telecommunications companies that are in the business of providing local exchange services to their respective subscribers in the State of California; and

WHEREAS, North County and O1 wish to enter into an agreement pursuant to which they may terminate calls originating on the other party's network, either directly or through a transiting arrangement with the incumbent local exchange carrier ("ILEC"); and

WHEREAS, neither Party is an incumbent local exchange company as defined in the Telecommunications Act of 1934, as amended;

NOW THEREFORE, the parties agree as follows:

In consideration of the mutual promises contained herein, North County and O1 Communications, Inc. agree that North County and O1 Communications, Inc. will pay the other's invoices over \$1,500 within thirty (30) days of verification, when the invoices are presented with complete call detail records ("CDRs") and after those CDRs have been verified by the receiving company to accurately reflect the actual traffic terminated or transited by the billing company which has not otherwise been bill or paid through the CABS regime or otherwise, based on each company's approved tariffed rates and terms filed with the California Public Utilities Commission provided further that North County's rates will remain the same for the initial term of this Agreement and thereafter will be subject to an annual cost of living increase tied to a rise in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Cities. In no event will this entitle the billing company to a "double recovery" or any other inequitable recovery for termination or transit services.

The initial term of the Agreement is from February 1, 2007 through August 1, 2007. This Agreement shall automatically renew on the last day of the Term of the Agreement for an additional twelve (12) month period (a "Renewal Term") unless either party has provided written notice of its intention to terminate this Agreement at least fifteen (15) days prior to the end of the Term of the Agreement and shall automatically renew on the last day of each Renewal Term, unless either party has provided written notice of its intention to terminate this Agreement at least fifteen (15) days prior to the end of any Renewal Term.

This agreement is subject to changes in federal, state and local laws, ordinances, rules and regulations which affect the relationship established hereunder.

Exclusive venue for any dispute between the parties is the California Public Utilities Commission, in accordance with the laws, rules and regulations established by that commission and by the FCC for resolution of such disputes. In no event will either party resort to the courts of the United States or of the State of California or of any other jurisdiction, without first exhausting all necessary and proper administrative remedies. Violation of this provision will

entitle the aggrieved party to attorneys fees and appropriate sanctions as well as to all provable damages caused thereby.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first set forth above.

NORTH COUNTY COMMUNICATIONS
CORP.

By: Todd Lesser
Name: Todd Lesser
Title: President
3802 Rosecrans Street, #485
San Diego, CA 92110
Tel.: 619/364-4750
Fax: 619/364-4710

O1 COMMUNICATIONS, INC.

By: R. Keenan Davis
Name: R. Keenan Davis
Title: General Counsel

(END OF ATTACHMENT A)