

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF

Applicants

- and -

IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI

Respondents

**MOTION RECORD
(Returnable October 21, 2025)**

Date: October 10, 2025

SPETTER ZEITZ KLAIMAN PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5

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Lawyers for the Receiver, Russo Corp.

TO: THIS HONOURABLE COURT

AND TO: THE SERVICE LIST

SERVICE LIST

TO:	SPETTER ZEITZ KLAIMAN PC Barristers and Solicitors 100 Sheppard Avenue East, Suite 850 Toronto ON M2N 6N5 Lawyers for the Applicants Ian Klaiman iklaiman@szklaw.ca Tel: 416.789.0652 Fax: 416.789.9015
AND TO:	SYMON ZUCKER PROFESSIONAL CORPORATION 375 University Avenue, Suite 701 Toronto ON M5G 2J5 Lawyers for the Respondents: Ioticiti Networks Inc., Ronald Frank, and Darren Frank Symon Zucker (15832C) sz@bondlaw.net Tel: 416-863-9955 Fax: 855.696.5441
AND TO:	SOLOMON ROTHBART SLODOVNIK TOURGIS LLP 375 University Avenue, Suite 701 Toronto ON M5G 2J5 Lawyers for the Respondents: Ioticiti Networks Inc., Ronald Frank, and Darren Frank Nancy Tourgis ntourgis@srtlegal.com Tel: 416.947.1093 ext. 342 Fax: 416.947.0079
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AND TO:	THIS HONORABLE COURT

THE THIRD-PARTY STAKEHOLDERS

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NAME OF STAKEHOLDERS

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Investor/Shareholder

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

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Respondents

I N D E X

TAB	DOCUMENT
1.	Notice of Motion
2.	Fourth Report of Russo Corp. in its Capacity as a Receiver of Ioticiti Networks Inc. dated October 10, 2025
A.	Appendix “A” – Appointment Order dated April 4, 2024
B.	Appendix “B” – Receiver’s First Report dated May 7, 2024
C.	Appendix “C” – Receiver’s Second Report dated June 11, 2024
D.	Appendix “D” – Receiver’s Third Report dated July 17, 2025
E.	Appendix “E” – Order and the Endorsement of Justice J. Dietrich dated July 24, 2025
F.	Appendix “F” – Settlement Agreement
G.	Appendix “G” – Statement of Claim of the Ontario Litigation
H.	Appendix “H” – Affidavit of Service in the Ontario Litigation

I.	Appendix “I” – Receiver’s Trust Ledger dated October 10, 2025
J.	Appendix “J” – Interim Statement of Receipts and Disbursements of the Receiver
K.	Appendix “K” – Affidavit of Joanne Russo sworn October 7, 2025
L.	Appendix “L” – Affidavit of Italo Sabato sworn October 7, 2025
M.	Appendix “M” – Affidavit of Jakob Bogacki sworn October 10, 2025
N.	Appendix “N” – Affidavit of Joanne Russo sworn October 7, 2025
3.	Draft Order

TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF

Applicants

- and -

IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI

Respondents

NOTICE OF MOTION

RUSSO CORP (the “**Receiver**”), in its capacity as investigatory and possessory receiver without security, of all the assets, undertakings and properties of Ioticity Networks Inc. (the “**Company**”), by the Order of the Honourable Justice Wilton-Siegal dated April 4, 2024, made pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, will make a motion to a Judge presiding on the Commercial List on October 21, 2025, at 10:00am, or as soon after that time as the motion can be heard at the Courthouse, 330 University Avenue, Toronto, Ontario, M5G 1E6.

PROPOSED METHOD OF HEARING: The motion is to be heard:

- In writing under subrule 37.12.1 (1) because it is (insert one of on consent, unopposed or made without notice);
- In writing as an opposed motion under subrule 37.12.1 (4);
- In person;.
- By telephone conference.
- By video conference.

at the following location: Zoom details to be provided.

THE MOTION IS FOR:

1. An Order, if necessary, abridging the time for service and validating service of this Notice of Motion and Motion Record in the manner effected by the Receiver or an Order dispensing with service thereof;
2. An Order, substantially in the form attached hereto as Tab 3 of the Motion Record, for the following relief:
 - a. approval of the Fourth Report of the Receiver dated October 10, 2025 (the “**Fourth Report**”), and the actions, activities, and conduct of the Receiver described therein;
 - b. payment of the Applicants’ costs of the Receivership Application, incurred up to and including entry and service of the Appointment Order, to the Applicants or as the Applicants otherwise direct;
 - c. approval of the Receiver’s Interim Statement of Receipts and Disbursements as of October 10, 2025 (the “**Interim SRD**”), including the estimated fee accruals to complete its mandate as set out on the Interim SRD;
 - d. approval of the fees and disbursements of Spetter Zeitz Klaiman PC (“**SZK**”), in its capacity as counsel for the Receiver in Canada;
 - e. approval of the fees and disbursements of Snell & Wilmer (“**S&W**”), in its capacity as counsel for the Receiver in the United States of America (“**USA**”);
 - f. regarding the action in the Ontario Superior Court of Justice in Newmarket (the “**Newmarket Court**”) bearing Court File No. CV-20-00002909-0000, commenced by the Company (then known as Metro Connect International, Inc.) against RadioMobile, James Moore, and Kathleen Moore (the “**Ontario Litigation**”),

- i. the immediate dismissal of the Ontario Litigation, with prejudice and without costs; or
 - ii. leave for the Receiver to forthwith file a Notice of Discontinuance, with prejudice and without costs, with the Newmarket Court to discontinue the Ontario Litigation without further notice to the Plaintiff and Defendants to the Ontario Litigation; and
 - g. vesting all the Receiver's right, title, and interest, if any, in the shares of RadioMobile currently held by the Company to James Moore and Kathleen Moore;
3. Costs of this motion, if opposed; and
 4. Such further and other relief as required in the circumstances and this Honorable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

The Appointment Order

1. Pursuant to the Order of the Honourable Justice Wilton-Siegel dated April 4, 2024 (the "**Appointment Order**"), the Receiver was appointed investigatory and possessory receiver without security, of all the assets, undertakings, and properties of the Company (the "**Property**").
2. The Appointment Order contains an Investigation Mandate that empowers and authorizes the Receiver to investigate and report on the true and accurate financial circumstances of the Company and the Property including, without limitation,
 - a. the assets, income, licensing agreements, shareholdings, liabilities and operations of the Company; and
 - b. all dispositions, dealings and transactions in connection with the Property since October 1, 2018, including, without limitation, the spectrum licenses held or

previously held by the Company and/or any of its subsidiaries, affiliates or related entities in any jurisdiction in Canada and/or the United States of America.

3. The Appointment Order further empowers and authorizes the Receiver to act at once in respect of the Property and to, among other things,
 - a. engage counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties;
 - b. receive and collect all monies and accounts now owed or hereafter owing to the Company and to exercise all remedies of the Company in collecting such monies, including, without limitation, to enforce any security held by the Company;
 - c. settle, extend or compromise any indebtedness owing to the Company;
 - d. execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Company, for any purpose pursuant to the Appointment Order; and
 - e. initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Company, the Property or the Receiver, and to settle or compromise any such proceedings.

The July 2025 Order and Settlement Agreement

4. The Receiver brought a motion on July 24, 2025, seeking *inter alia* the approval of its activities and conduct as set out in the Third Report and for the approval of its entering into the Settlement Agreement (defined below). These orders were granted in the Order of the Honourable Justice J. Dietrich dated July 24, 2025 (the “**July 2025 Order**”).
5. The Settlement Agreement was entered into by the Receiver, on behalf of the Company, with RadioMobile, James (Jim) Moore, and Kathleen Moore (the “**Settlement Agreement**”). The Settlement Agreement requires *inter alia* certain payments to be made, as described below.

The Activities of the Receiver

6. Since the date of the Third Report, the Receiver undertook certain actions including:
 - a. monitored payments to be made under the Settlement Agreement by Radio to the Receiver in the aggregate of \$1,600,000.00 USD (the “**Settlement Amount**”) as follows:
 1. \$600,000.00 USD by July 3, 2025;
 2. \$500,000.00 USD by August 15, 2025; and
 3. \$500,000.00 USD by October 15, 2025;
 - b. collected the first payment of \$600,000.00 USD by July 3, 2025, and the Second Payment of \$500,000.00 USD by August 15, 2025; and
 - c. worked with S&W to dismiss the California Litigation (as defined in the Settlement Agreement), as required under the terms of the Settlement Agreement.
 - d. prepared the Interim SRD;
 - e. worked with SZK to prepare the material for this motion; and
 - f. updated the Receiver’s website at: <https://russocanhelp.com> (the “**Case Website**”), which the Receiver maintains and populates.

7. Since the Settlement Agreement requires that the Ontario Litigation be dismissed within ten (10) business days of the court approval of the Settlement Agreement *and* the Receiver’s receipt of the Settlement Amount (the “**Effective Date**”), the Receiver and/or SZK:
 - a. retrieved the Statement of Claim issued with the Newmarket Court for the Ontario Litigation (the “**SOC**”), which indicates that Fasken Martineau DuMoulin LLP (“**Fasken**”) was counsel for the Company (named in the SOC as Metro Connect International, Inc.);
 - b. retrieved an Affidavit of Service for the Ontario Litigation, which indicates that Kyle M. Lambert of McMillan LLP was counsel of record for the Defendants in the Ontario Litigation;
 - c. contacted the lawyers at Fasken listed as counsel for the Company, via email, advising of the Settlement Agreement – one of the counsel, Nabila Abdul Malik, confirmed on October 1, 2025, that Fasken is no longer counsel for the Company; and

- d. contacted Mr. Lambert at McMillan LLP, via email, advising of the Settlement Agreement. In response, Sean Mann-O'Halloran of Sheppard Mullin confirmed that his firm are counsel of record for the Defendants in the Ontario Litigation, and that they are prepared to facilitate the dismissal of the Ontario Litigation as needed.
8. The Receiver's activities as set out in the Fourth Report are fair and reasonable and ought to be approved.

Dismissal of the Ontario Litigation and Vesting Order

9. The terms of the Settlement Agreement set out the following obligations of the Receiver:
 - a. The Receiver shall convey all of the Receiver's right, title and interest, if any, in the shares of RadioMobile currently held by the Company to James Moore and Kathleen Moore within ten (10) business days of the Effective Date; and
 - b. The Receiver shall dismiss the Company's claims asserted in the Ontario Litigation, with prejudice, within ten (10) business days of the Effective Date.
10. The Receiver expects to receive the final payment of the Settlement Amount pursuant to the Settlement Agreement of \$500,000.00 USD on October 15, 2025. That date will thereby constitute the Effective Date, and therefore the Receiver will be required to satisfy the two terms of the Settlement Agreement mentioned above on or before October 29, 2025.
11. The Receiver requests, as mandated by the Settlement Agreement, the terms of which have been approved by this Court pursuant to the July 2025 Order, orders,
 - a. that the Ontario Litigation be dismissed with immediate effect or, in the alternative, that the Receiver be authorized to forthwith file a Notice of Discontinuance, with prejudice and without costs, with the Newmarket Court to discontinue the Ontario Litigation without further notice to the Plaintiffs or the Defendants to the Ontario Litigation; and
 - b. vesting all of the Receiver's right, title, and interest, if any, in the shares of RadioMobile currently held by the Company (the "Shares") to James Moore and Kathleen Moore.

The Interim Statement of Receipts and Disbursements and Distribution of Funds

12. As of the Fourth Report, the Receiver holds the sum of \$1,527,205.67 in trust. The last payment under the terms of the Settlement Agreement is expected to be made on October 15, 2025, which would result in net receipts in the amount of approximately \$2,211,668.37.
13. In accordance with paragraph 16 of the Appointment Order, the Receiver's fees and disbursements in the form of the Interim SRD, including the fees and disbursements of SZK in its capacity as counsel for the Receiver in Canada, the fees and disbursements of S&W as counsel for the Receiver in the United States, and the estimated accrued fees for completion of the administration of receivership proceedings, ought to be approved.
14. In accordance with paragraph 25 of the Appointment Order, the fees and disbursements of SZK as counsel for the Applicants, up to and including service of the Appointment Order, at a minimum on a substantial indemnity basis, ought to be paid to the Applicants or otherwise as the Applicants direct. The Receiver is seeking approval on these costs in full.
15. The fees and disbursements of the Receiver and its counsel are reasonable and appropriate in the particular circumstances of this case as detailed in the Fourth Report.
16. The Receiver proposes that the following be paid from the funds held in trust by the Receiver:
 - a. The Receiver, for its approved fees and disbursements;
 - b. The Applicants, or any other party as the Applicants direct, for the fees and disbursements they have incurred from SZK in its capacity as counsel for the Applicants;
 - c. SZK, for its approved fees and disbursements in its capacity as counsel for the Receiver; and
 - d. S&W, for its approved fees and disbursements in its capacity as counsel for the Receiver in the United States of America.

Further Grounds

17. The other grounds as set out in the Fourth Report.

18. Sections 96, 100 and 101 of the *Courts of Justice Act* R.S.O 1990, c. C, .43.

19. Rules 1.04, 2.01, 3.02, 16, 37, 57, and 60.02(1)(d) of the *Rules of Civil Procedure*.

20. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this motion:

1. The Receiver's Fourth Report with appendices annexed thereto; and
2. Such further and other documentary evidence as counsel may advise and as this Honourable Court may permit.

DATED: October 10, 2025

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Russo Corp.

INTEL CENTERS INC.

Applicant

-and-

IOTICITI NETWORKS INC. et al.

Respondents

Court File No.: CV-24-00712995-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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TAB 2



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Court File No. CV-24-00712995-00CL

**ONTARIO
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Applicants

- and -

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Respondents

**FOURTH REPORT OF THE RECEIVER
(October 10, 2025)**

INTRODUCTION

1. Russo Corp. was appointed as investigatory and possessory receiver (in such capacity the “**Receiver**”) over the assets, undertakings and properties of Ioticiti Networks Inc. (the “**Corporation**”) on April 4, 2024, by the Order of the Honourable Justice Wilton-Siegel (the “**Appointment Order**”), pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended. A copy of the Appointment Order is attached hereto and marked as **Appendix “A”**.
2. The Corporation previously carried on business under the corporate name and style of “Metro Connect International, Inc.”, which was the case during the Corporation’s dealings with RadioMobile, Inc. (“**RadioMobile**”).

3. This is the Fourth Report of Russo Corp. filed in its capacity as the Receiver (the “**Fourth Report**”).

PURPOSE OF THE FOURTH REPORT

4. The purpose of this Fourth Report is to,

- a. report on the Receiver’s activities in the Receivership since the date of the delivery of the Third Report of the Receiver dated July 17, 2025 (the “**Third Report**”); and
- b. request that the Honourable Court orders, *inter alia*,
 - i. approval of the Fourth Report, and the actions, activities, and conduct of the Receiver described therein;
 - ii. payment of the Applicants’ costs of the Receivership Application, incurred up to and including entry and service of the Appointment Order, to the Applicants or as the Applicants otherwise direct;
 - iii. approval of the Receiver’s Interim Statement of Receipts and Disbursements as of September 30, 2025 (the “**Interim SRD**”), including the estimated fee accruals to complete its mandate as set out on the Interim SRD;
 - iv. approval of the fees and disbursements of Spetter Zeitz Klaiman PC (“**SZK**”), in its capacity as counsel for the Receiver in Canada;
 - v. approval of the fees and disbursements of Snell & Wilmer (“**S&W**”), in its capacity as counsel for the Receiver in the United States of America (“**USA**”);

-
- vi. regarding the action in the Ontario Superior Court of Justice in Newmarket (the “**Newmarket Court**”) bearing Court File No. CV-20-00002909-0000, commenced by the Corporation (then known as Metro Connect International, Inc.) against RadioMobile, James Moore, and Kathleen Moore (the “**Ontario Litigation**”),
- (a) the immediate dismissal of the Ontario Litigation, with prejudice and without costs; or
 - (b) leave for the Receiver to forthwith file a Notice of Discontinuance, with prejudice and without costs, with the Newmarket Court to discontinue the Ontario Litigation without further notice to the Plaintiff and Defendants to the Ontario Litigation; and
- vii. vesting all the Receiver’s right, title, and interest, if any, in the shares of RadioMobile currently held by the Corporation to James Moore and Kathleen Moore.

SCOPE AND TERMS OF REFERENCE

5. In preparing this Fourth Report, the Receiver has relied upon its financial records and those of its legal counsel.
6. This Fourth Report is prepared solely for the use of the Honourable Court for the purpose of assisting it in deciding whether to make the orders sought at paragraph 4(b) of this Fourth Report, above, and to grant any other ancillary relief that the Court deems just.
7. Accordingly, the reader is cautioned that this Fourth Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a

result of the circulation, publication, reproduction, or use of this Fourth Report for a purpose different than set out in the previous paragraph.

8. Except as otherwise described in this Fourth Report:

- (a) the Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
- (b) the Receiver has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accounts of Canada Handbook.

9. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.

10. This Fourth Report, and all other court materials and orders issued and filed in the Receivership are available on the Receiver's website at: <https://russocanhelp.com> (the "**Case Website**").

BACKGROUND INFORMATION

11. The complete background of the Receivership has been detailed in full in the Receiver's First Report dated May 7, 2024 (the "**First Report**"), attached hereto as **Appendix "B"**, the Receiver's Second Report dated June 11, 2024 (the "**Second Report**"), attached hereto as **Appendix "C"**, and the Third Report dated July 17, 2025, attached hereto as **Appendix "D"**.

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12. Following the Appointment Order, the Receiver engaged SZK as its counsel on a limited scope basis to assist in negotiating the Settlement Agreement (defined below) and to bring the motion for the July 2025 Order (defined below). The Receiver has also engaged SZK to bring a motion for the orders that the Receiver seeks as described in this Fourth Report (the “**October 2025 Motion**”).
13. The Receiver brought a motion on July 24, 2025, seeking *inter alia* the approval of its activities and conduct as set out in the Third Report and for the approval of its entering into the Settlement Agreement (defined below). These orders were granted in the Order of the Honourable Justice J. Dietrich dated July 24, 2025 (the “**July 2025 Order**”). Attached hereto as **Appendix “E”** are copies of the July 2025 Order and the Endorsement of Justice J. Dietrich dated July 24, 2025.
14. The Settlement Agreement was entered into by the Receiver, on behalf of the Corporation, with RadioMobile, James (Jim) Moore, and Kathleen Moore (the “**Settlement Agreement**”). The Settlement Agreement requires *inter alia* certain payments to be made, as described below in this Fourth Report. Attached hereto and marked as **Appendix “F”** is a copy of the Settlement Agreement.
15. Pursuant to the July 2025 Order, this Honourable Court also ordered that the Receiver’s disbursement of \$15,300.20, pertaining to out-of-pocket expenses incurred with respect to removal of the Equipment as defined in the Third Report, was approved.

ACTIONS AND ACTIVITIES OF THE RECEIVER

16. Since the date of the Third Report, the Receiver undertook, among other things, the following actions and activities:

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- a. The Receiver monitored the payments made pursuant to the Settlement Agreement on the following terms:
- i. RadioMobile shall remit to the Receiver an aggregate of \$1,600,000.00 USD (the “**Settlement Amount**”) through the following payments:
- (a) \$600,000.00 USD by July 3, 2025;
 - (b) \$500,000.00 USD by August 15, 2025; and
 - (c) \$500,000.00 USD by October 15, 2025 (last payment to be made);
- b. The Receiver collected the first payment of \$600,000.00 USD by July 3, 2025, and the Second Payment of \$500,000.00 USD by August 15, 2025;
- c. The Receiver worked with S&W to dismiss the California Litigation (as defined in the Settlement Agreement), as required under the terms of the Settlement Agreement;
- d. The Receiver prepared the Interim SRD;
- e. The Receiver worked with SZK to prepare material for the October 2025 Motion; and
- f. The Receiver updated the Case Website, which the Receiver maintains and populates.
17. For the purposes of the October 2025 Motion, the Receiver also worked with SZK to retrieve and obtain certain court materials pertaining to the Ontario Litigation, to proceed with its dismissal. The Receiver, or SZK, has undertaken the following actions and activities in this regard:
- a. Retrieved the Statement of Claim issued with the Ontario Superior Court of Justice in Newmarket for the Ontario Litigation (the “**SOC**”), which indicates that Fasken Martineau DuMoulin LLP (“**Fasken**”) was counsel of record for the Corporation (named as Metro Connect International, Inc.). Attached hereto as **Appendix “G”** is a copy of the SOC;

- b. Retrieved an Affidavit of Service pertaining to service of the SOC, which indicates that Kyle M. Lambert of McMillan LLP was counsel of record for the Defendants in the Ontario Litigation: RadioMobile, James Moore, and Kathleen Moore. Attached hereto and marked as **Appendix “H”** is a copy of the said Affidavit of Service;
- c. Contacted the counsel at Fasken who are listed on the SOC as counsel for the Corporation, via email, advising of the Settlement Agreement. One of the three counsel, Nabila Abdul Malik, responded via an email on October 1, 2025, to confirm that Fasken is no longer counsel for the Corporation in the Ontario Litigation; and
- d. Contacted Mr. Lambert at McMillan LLP, via email, advising of the Settlement Agreement. In response, Sean Mann-O’Halloran of Sheppard Mullin emailed the Receiver and its counsel to confirm that his firm are counsel of record for the Defendants in the Ontario Litigation, and that they are prepared to facilitate the dismissal of the Ontario Litigation as needed.

DISMISSAL OF THE ONTARIO LITIGATION AND VESTING ORDER

18. The terms of the Settlement Agreement set out the following obligations of the Receiver:

- a. The Receiver shall convey all of the Receiver’s right, title and interest, if any, in the shares of RadioMobile currently held by the Corporation to James Moore and Kathleen Moore within ten (10) business days of the Court approval of the Settlement Agreement *and* the Receiver receiving the Settlement Amount (the “**Effective Date**”); and
- b. The Receiver shall dismiss the Corporation’s claims asserted in the Ontario Litigation, with prejudice, within ten (10) business days of the Effective Date.

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19. The Receiver expects to receive the final payment of the Settlement Amount pursuant to the Settlement Agreement of \$500,000.00 USD on October 15, 2025. That date will thereby constitute the Effective Date, and therefore the Receiver will be required to satisfy the two terms of the Settlement Agreement mentioned above on or before October 29, 2025.
20. The Receiver respectfully requests that the Ontario Litigation be dismissed with immediate effect or, in the alternative, that the Receiver be authorized to forthwith file a Notice of Discontinuance, with prejudice and without costs, with the Newmarket Court to discontinue the Ontario Litigation without further notice to the Plaintiffs or the Defendants to the Ontario Litigation. In particular, (a) pursuant to the Settlement Agreement, the Receiver is required to dismiss the Ontario Litigation within ten (10) business days of the Effective Date, which it anticipates to be October 15, 2025, (b) all the parties to the Settlement Agreement have executed it and agreed to the terms therein, (c) this Court approved the terms of the Settlement Agreement in the July 2025 Order, and (d) the Receiver has confirmed that Fasken is no longer representing the Corporation, and counsel for the Defendants in the Ontario Litigation is prepared to facilitate the dismissal of the Ontario Litigation.
21. The Receiver further seeks an order vesting all of the Receiver's right, title, and interest, if any, in the shares of RadioMobile currently held by the Corporation (the "**Shares**") to James Moore and Kathleen Moore. In particular, (a) pursuant to the Settlement Agreement, the Receiver is required to convey the Shares to James Moore and Kathleen Moore within ten (10) business days of the Effective Date, which it anticipates to be October 15, 2025, (b) all the parties to the Settlement Agreement have executed it and agreed its terms, and (c) this Court has approved the Settlement Agreement in the July 2025 Order.

DISTRIBUTION OF FUNDS

22. A copy of the Receiver's Trust Ledger dated October 10, 2025, is attached hereto and marked as **Appendix "I"**.

23. As of the date of this Fourth Report:

- a. As of October 10, 2025, the Receiver holds the sum of \$1,527,205.67 in trust; and
- b. the last payment of the Settlement Amount under the terms of the Settlement Agreement is expected to be made on October 15, 2025, which would result in net receipts in the amount of approximately \$2,211,668.37, marked as an accrual in the Interim SRD.

RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

24. Attached hereto and marked as **Appendix "J"** is the Interim SRD as at October 10, 2025. The Interim SRD includes an accounting of the receipts and disbursements of the Receivership, an accounting of the proceeds received to date pursuant to the Settlement Agreement, and the Receiver's final estimated accruals to complete the Receivership (the "**Estimated Fees Accruals**", which represents legal fees and disbursements, the Receiver's fees, and outside consulting fees). Net Balance in account after factoring all accruals is \$1,604,837.18.

The Receiver's Fees and Disbursements

25. Paragraph 16 of the Appointment Order entitles the Receiver to its reasonable fees and disbursements, in each case at their standard rates and charges unless ordered otherwise.

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26. The Receiver's fees for the period to May 3, 2023, to October 7, 2025, are detailed in the affidavit of Joanne Russo sworn October 7, 2025, a copy of which is attached as **Appendix "K"**. The period from May 3, 2023, to October 7, 2025, inclusive, constitutes a duration of approximately two (2) years, five (5) months, and four (4) days. These fees encompass 494.10 hours at an average hourly rate of approximately \$575.00 for a total of \$283,647.50 and applicable taxes. The Receiver therefore requests that this Court approve its total fees inclusive of applicable taxes in the amount of \$320,519.42.
27. The Receiver began working with the Applicants as early as May 2023, being the early stages of its investigation into the Corporation for purposes of bringing the Receivership Application. The Applicants were becoming increasingly concerned about the operations of the Corporation due to its lack of progress in completing various business objectives and milestones, which the individual Respondents assured to the Applicants would be met.
28. In light of their growing concern, the Applicants, along with several investors, attempted to requisition through their lawyers a general meeting of the shareholders to review various financial records of the Corporation, including financial statements, evaluations, minute books, legal proceedings of the Corporation and to review the commencement of the Application to appoint the Receiver.
29. Accordingly, the period encompassing the Receiver's work, including in the lead-up to the Appointment Order, was extensive and required considerable preparation for the Receivership Application. To date, the Receiver has not received payment for its fees or disbursements incurred in the course of carrying out its duties
30. For ease of reference the Receiver has broken its time summaries down to four separate segments, all of which are enclosed as in Exhibit "K":

- a. The first segment is the pre-appointment period, which started in May 2023 and ended April 2024, and can best be described as activities up to the date of the receivership appointment. Later in this Fourth Report, the extensive involvement of one of the Applicants, Intel Centre Inc. (“**Intel**”), will be discussed in detail and supported by time summaries provided by them. As is reflected in those time summaries, long before its appointment, the Receiver was working with Intel on an almost daily basis, assisting where possible in the investigative process, and gathering evidence relevant to the application. The total billable hours are 143.30 hours @ \$575.00 for a total of \$82,547.50.
- b. The second segment is the period from April 2024 to June 2025 and covers the period of the overall administration of the entire estate. Much of those activities are covered in earlier reports. The total billable hours are 323.25 hours at \$575.00 for a total of \$185,258.75.
- c. The third segment is the period from July to August 2025 and encompasses the discovery of the litigation in the United States, and extensive investigations into the circumstances of the same, and activities exploring the possibility of recovery from settlement of that particular litigation. The total billable hours are 24.05 @ \$575.00 for a total of \$ \$13,828.75.
- d. The fourth segment is the period August of 2025 to the present and covers the finalization of the settlement of the litigation in the United States, the submission of the Settlement Agreement to the court for its approval, the gathering of information to complete this Fourth Report, and the development of this report to the Court. The total billable hours are 3.50 hours @ \$575.00 for a total of \$2,012.50.

31. The Receiver’s disbursements, which consist of the outside consulting services of Intel to conduct investigations, are \$214,700.00. The Receiver requests that the Court approve the total disbursements.

32. From the outset, the Receiver worked with Intel to compile the necessary documentation supporting the Application to appoint the Receiver. Intel also provided substantial assistance throughout the investigation. It offered extensive investigative support and significantly contributing to the Receiver's efforts.
33. The gathering of information to support the Application, (which occurred many months before the actual appointment order was issued by this honourable court), Intel, while acknowledged as being one of the Applicants, went far beyond its role as Applicant, and, by arrangement with the Receiver, undertook a sustained and highly detailed investigative effort on behalf of the Estate. Acting in close coordination with the Receiver, Intel became the central point of organization for evidence collection, stakeholder outreach, and the management of complex regulatory and legal correspondence. From the outset, Intel demonstrated exceptional commitment and depth of analysis, investing hundreds of hours to identify, recover, and catalogue material evidence and to assist the Receiver in establishing a verified factual foundation for subsequent reports and motions before the Court.
34. Initial activity focused on reconstructing the factual record surrounding the Corporation, its affiliates, and related individuals. Intel's early work included outreach to government agencies, landlords, legal counsel, and former corporate officers to obtain records, site documentation, and testimony. The firm had assembled an extensive evidentiary base and produced structured briefing materials used by the Receiver in dealings with ISED Spectrum Management, the City of Vaughan, and other key parties. This early-phase work also entailed the first physical recovery attempts at 900 Allstate Parkway, involving site visits, photographic evidence, and inventory of computer assets believed to have been improperly relocated or altered. Intel had gathered information collectively over a period of 5-7 years, prior to our engagement. Without Intel's support, the Receiver would not have had access to the resources and information provided by Intel. More importantly, the Receiver would have spent countless additional hours and resources sorting through data files—and may not have even discovered the litigation with RadioMobile, which ultimately led to the Settlement Agreement.

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35. As the Receivership advanced through May and June 2024, Intel’s role broadened to include regulatory liaison functions and coordination of correspondence between the Receiver, counsel, and multiple external law firms. The firm compiled and verified data on corporate shareholdings, affiliate entities, and U.S. spectrum licences, documenting misrepresentations made to regulators and ensuring that all relevant findings were integrated into the Receiver’s Second Report. These investigations also confirmed the termination of tenancy and related obligations for the Vaughan property, while parallel financial tracing work began on the activities of key principals and their controlled entities.
36. By mid-2024, Intel’s investigative focus expanded to investor and shareholder matters, responding to numerous inquiries arising from successor or parallel ventures associated with former personnel of the Corporation. Acting as liaison between the Receiver, counsel, and various investor representatives, the firm prepared comprehensive chronologies, comparative ownership charts, and summary briefs outlining the emergence of successor entities such as Carlaw Networks, Continua Intelligence, and Impact North Inc. Its work proved critical in defining the relationships among these entities and in supporting correspondence with opposing counsel, including the preparation of detailed demand letters addressing incomplete disclosures and data obfuscation.
37. Throughout this period, Intel maintained an organized evidentiary system and rigorous chain-of-custody process for all materials collected. The firm’s documentation discipline allowed the Receiver and counsel to reference verified data quickly during affidavit preparation and cross-examination planning. Every interaction—whether involving regulatory filings, interview records, or recovered documents—was logged, indexed, and securely archived for inclusion in the Receiver’s submissions to the Court.
38. From late 2024 into mid-2025, Intel’s responsibilities extended across borders as new information emerged linking the Corporation to affiliated U.S. entities. Acting under the Receiver’s direction, the firm coordinated witness interviews, traced ownership structures within U.S. corporate filings, and

prepared analytical reports for the Receiver's use in foreign proceedings. Intel became instrumental in facilitating discussions between the Receiver and counsel in the USA, supporting settlement negotiations with RF Industries and RadioMobile. Its meticulous preparation of background exhibits and evidence summaries provided the factual basis for a successful negotiated settlement, which resulted in a recovery of approximately USD \$1.6 million for the estate.

39. Following the Settlement Agreement, Intel assisted the Receiver in documenting compliance with regulatory undertakings, tracking settlement receipts, and integrating the related findings into the Receiver's ongoing reports. The firm also ensured that all investigative records, interview transcripts, and regulatory correspondence were cross-referenced to the master case file, providing a transparent and verifiable account of every stage of the receivership investigation.
40. Across the fifteen-month period covered by this report, Intel contributed an extraordinary volume of professional time and expertise to the Receiver's mandate. Its work encompassed over two thousand hours of investigative and liaison activity, including evidence recovery, stakeholder interviews, document analysis, regulatory engagement, and legal coordination. The firm's sustained effort materially advanced the Receiver's understanding of the complex network of corporate and individual conduct at issue and directly supported the formulation of regulatory submissions, witness affidavits, and settlement strategies.
41. Intel's contribution was not merely administrative; it represented the disciplined application of forensic, legal, and analytical skills to a matter involving multiple jurisdictions, conflicting ownership claims, and a fragmented evidentiary landscape. By maintaining close communication with the Receiver and counsel throughout, Intel ensured that the Receivership proceeded on the basis of documented fact rather than assumption, ultimately enabling the Receiver to report to the Court with precision and confidence.

42. In summary, the Receiver acknowledges that the progress achieved in uncovering, substantiating, and resolving the issues surrounding the Corporation was made possible in large measure through Intel's diligence and persistence. Their comprehensive investigative support allowed the estate to realize substantial recoveries, validate key regulatory findings, and complete the evidentiary record required for judicial approval of the Receiver's actions and disbursements. The professionalism and dedication demonstrated throughout this engagement exemplify the standard of collaboration necessary in complex insolvency and regulatory proceedings.

43. The fees and disbursements of Intel for the period from May 1, 2023, to July 2025, are detailed in the affidavit of Italo Sabato affirmed on October 7, 2025, a copy of which is attached as **Appendix "L"**. Intel's fees have been reduced significantly, following discussions with the Receiver, to reflect 500 hours billed at a rate of \$380.00 per hour, each party of Intel (representing 3) billing an hourly rate of approximately \$125.00. Its reduced fees and hours encompass 500 hours at an average hourly rate of approximately \$380.00 for total fees of \$190,000.00 and accounts totalling \$214,700.00 inclusive of disbursements and applicable taxes. The Receiver therefore requests that this Court approve the Receiver's disbursements in the form of fees owed to Intel, inclusive of applicable taxes, in the amount of \$214,000.00.

44. The first segment is the pre-appointment period, which started in May 2023 and ended April 2024, and can best be described as activities up to the date of the Appointment Order. The total billable hours for Intel support during this period have been reduced significantly. Hours reported as per time dockets for this period are:

Hours Summary (May 1, 2023 – Apr 4, 2024)

- INV (Investigative Work): 753.3 hrs
- DOC (Document Management): 143.1 hrs
- REG (Regulatory Liaison/Support): 35.0 hrs

- LEG (Legal Coordination): 183.2 hrs
- TRU (Trustee Liaison): 63.1 hrs
- Total: 1177.7 hrs-

Total Hours for this period 1117.7 – Hours have been reduced significantly for this period.

45. The second segment is the period from April 2024 to June 2025, the total billable hours for Intel support during this period have been further reduced. Hours reported as per time dockets for this period are:

Hours Summary (Apr 5 2024 – Jun 30 2025)

- INV (Investigative Work): 1002.50 hrs
- DOC (Document Management): 60.17 hrs
- REG (Regulatory Liaison/Support): 65.33 hrs
- LEG (Legal Coordination): 26.25 hrs
- TRU (Trustee Liaison): 382.75 hrs
- Total: 1537.00 hrs

Total Hours for this period 1537- Hours have been reduced significantly for this period.

46. The third segment is the period from July 1, 2025 to October 8 2025, the total billable hours for Intel support during this period have been further reduced. Hours reported as per time dockets for this period are:

Hours Summary (Apr 5, 2024 – Oct 8, 2025)

- TRU (Trustee Liaison): 5.25 hrs
- Total: 5.25 hrs

Total Hours for this period 5.25

SZK's Fees and Disbursements as Counsel for the Applicants and the Receiver

47. Paragraph 25 of the Appointment Order entitles the Applicants to their costs of the Receivership Application, up to and including entry and service of the Appointment Order, on a substantial indemnity basis to be paid by the Corporation. The Applicants have incurred the fees and disbursements of SZK, in its capacity as counsel for the Applicants to bring the Receivership Application, in the amount of \$81,578.40. These costs are detailed in the Affidavit of Jakob Bogacki sworn on October 10, 2025, a copy of which is attached as **Appendix "M"**.

48. SZK's fees, as counsel for the Applicants, encompass 134.7 hours at an hourly rate of \$500.00 for a lawyer called to the bar in 2010, \$500.00 for a lawyer called to the bar in 1975, \$400.00 for a lawyer called to the bar in 2000, and \$450.00 for a lawyer called to the bar in 2014. The fees amounted to \$70,601.00, plus HST and disbursements, for a total of \$81,578.40 inclusive of disbursements and applicable taxes. The Receiver requests that the Court approve the fees and disbursements of SZK, in its capacity as counsel for the Applicants, incurred to bring the Receivership Application, in full. SZK's costs are detailed in the Affidavit of Jakob Bogacki sworn on October 10, 2025, a copy of which was attached as Appendix "M".

49. Paragraph 16 of the Appointment Order entitles the Receiver's counsel to their reasonable fees and disbursements, in each case at their standard rates and charges unless ordered otherwise. SZK, in its capacity as counsel for the Receiver in Canada on a limited scope basis, incurred fees and disbursements in the amount of \$56,681.93. These costs are detailed in the in the Affidavit of Jakob Bogacki sworn on October 10, 2025, a copy of which was attached as Appendix "M".

50. SZK's fees, as counsel for the Receiver, encompass 90.4 hours at an hourly rate of \$400.00/hour for a lawyer called to the bar in 2022, \$550/hour for a lawyer called to the bar in 2010, and \$700.00/hour

for a lawyer called to the bar in 1975. The fees amounted to \$50,011.00, plus HST and disbursements, for a total of \$56,681.93 inclusive of disbursements and applicable taxes. The Receiver requests that the Court approve the fees and disbursements of SZK, in its capacity as counsel for the Receiver. These costs are detailed in the in the Affidavit of Jakob Bogacki sworn on October 10, 2025, a copy of which was attached as Appendix “M”.

51. The Receiver is of the view that the hourly rates charged by SZK are consistent with the rates charged by law firms practising in the area of commercial litigation and insolvency in the Toronto market and that the fees charged are reasonable and appropriate in the circumstances.

Snell & Wilmer’s Fees and Disbursements as Counsel for the Receiver

52. S&W, in its capacity as counsel for the Receiver in the USA, incurred fees and disbursements in the amount of \$19,127.24 for the period from May 29, 2025 to September 18, 2025. These costs are detailed in the in the Affidavit of Joanne Russo affirmed on October 7, 2025 a copy of which is attached hereto as **Appendix “N”**.

53. The Receiver is of the view that the hourly rates charged by S&W are consistent with the rates charged by USA firms practising in the area of commercial litigation and insolvency in the USA market and that the fees charged are reasonable and appropriate in the circumstances.

Estimated Fee Accruals

54. Set out in the Interim SRD are the Receiver’s estimated fees and disbursement accruals required to complete its mandate, which accruals include its estimated fees, the estimated fees of SZK, and the estimated administrative disbursements of the Receiver (being the Estimated Fee Accruals). The Receiver is of the view that the Estimated Fee Accruals are reasonable in the circumstances and requests that this Honourable Court approve same.

PROPOSED FINAL DISTRIBUTION

55. The Receiver proposes that the following be paid from the funds held in trust by the Receiver:

- a. The Receiver, for its approved fees and disbursements;
- b. The Applicants, or any other party as the Applicants direct, for the fees and disbursements they have incurred from SZK in its capacity as counsel for the Applicants;
- c. SZK, for its approved fees and disbursements in its capacity as counsel for the Receiver; and
- d. S&W, for its approved fees and disbursements in its capacity as counsel for the Receiver in the USA.

The Receiver respectfully submits to the Court this, its Fourth Report.

DATED at Aurora, Ontario, this 10th day of October, 2025.

**Russo Corp. In its Capacity as Investigatory and Possessory Receiver
over the assets and undertaking of IOTICITI NETWORKS INC.**



Per: Joanne Russo, CIRP, LIT

Appointment Order
Appendix "A"

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) THURSDAY, THE 4th
)
JUSTICE WILTON-SIEGEL) DAY OF APRIL, 2024
)

INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF

Applicants

- and -

IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI

Respondents

ORDER
(appointing Receiver)

THIS MOTION made by the Applicants for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Russo Corp. as investigatory and possessory receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Ioticiti Networks Inc. (the "**Company**") on the terms set out herein was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Italo Sabato sworn February 7, 2024, the affidavit of Silvano Zacchigna sworn February 21, 2024, and the affidavit of Tiegan Kilbride sworn February 2, 2024, and the Exhibits thereto, and on hearing the submissions of counsel for the Applicants and the Respondents, on reading the consent of Russo Corp. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 101 of the CJA, Russo Corp. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Company acquired for, or used in relation to a business carried on by the Company, including all proceeds thereof (the "**Property**"), on the terms set out herein.

INVESTIGATION MANDATE

3. The Receiver is hereby empowered and authorized to investigate and report on the true and accurate financial circumstances of the Company and the Property including, without limitation (the "**Investigation Mandate**"):

- (a) The assets, income, licensing agreements, shareholdings, liabilities and operations of the Company;
- (b) All dispositions, dealings and transactions in connection with the Property since October 1, 2018, including, without limitation, the spectrum licenses held or previously held by the Company and/or any of its subsidiaries, affiliates or related entities in any jurisdiction in Canada and/or the United States of America; and
- (c) All non-arm's length actions, transactions, dealings and conduct, including without limitation, any share issuance(s) or transaction(s), between the Company, any subsidiary, affiliate or related entity, and any of the other Respondents and/or in connection with the Property and any non-arm's length person or entity (expressly including any corporation, entity or trust) since October 1, 2018. Specifically, the Receiver is empowered and authorized to investigate, report on and/or opine on the validity,

enforceability, consideration and *bona fides* of all such actions transaction(s), dealings and conduct.

4. The Receiver shall report on the Investigation Mandate at a time and in a manner as the Receiver in its discretion may deem reasonable, on an interim and/or final basis. Subject to order of the Court, the Report(s), or portions thereof, may be filed under seal if requested by the Receiver or any of the Parties, on terms that may be agreed among the Receiver and the Parties and/or ordered by the Court.

RECEIVER'S POWERS

5. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) in furtherance of the Investigation Mandate:
 - (i) to obtain, copy, demand, require production, and/or require information in connection with the Company and/or the Property from any Person (as defined below);
 - (ii) to seek third party production order(s);
 - (iii) to conduct examination(s) under oath of the Company and/or any of its current or former directors and officers on any matter reasonably in furtherance of the Investigation Mandate;
 - (iv) to request that any third party and/or the Applicants be examined under oath on any matter reasonably in furtherance of the Investigation Mandate. If such third-party refuses to do so voluntarily, the Receiver is authorized to seek an order(s) for the examination under oath of such third party, on notice to the third party;

- (v) to require the Company, and its officers and directors, to provide the Receiver with a written consent/authorization authorizing the Receiver to obtain financial documentation and/or information from third parties with respect to any matter reasonably in furtherance of the Investigation Mandate;
- (vi) to receive, preserve and protect any information and/or documentation that comes into the possession of the Receiver, as the Receiver in its discretion may deem reasonable;
- (b) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (c) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (d) to manage, operate, and carry on the business of the Company, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Company;
- (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Company or any part or parts thereof;

- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Company and to exercise all remedies of the Company in collecting such monies, including, without limitation, to enforce any security held by the Company;
- (h) to settle, extend or compromise any indebtedness owing to the Company;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Company, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Company, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (l) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (m) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Company;
- (n) to enter into agreements with any trustee in bankruptcy appointed in respect of the Company, including, without limiting the generality of the

foregoing, the ability to enter into occupation agreements for any property owned or leased by the Company;

- (o) to return to this Court to expand, amend or modify the Receiver's powers and duties conferred by this Order, in the event the Receiver deems it appropriate;
- (p) to exercise any shareholder, partnership, joint venture or other rights which the Company may have; and
- (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Company, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. THIS COURT ORDERS that (i) the Company, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

7. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Company, and including, without limitation, relating to the Investigation Mandate, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's

possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

8. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

9. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Company, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Company are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Company's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Company or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Company shall remain the employees of the Company until such time as the Receiver, on the Company's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its

obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

LIMITATION ON ENVIRONMENTAL LIABILITIES

14. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

15. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

16. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to

the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

17. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

18. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

SERVICE AND NOTICE

19. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>'.

20. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile

transmission to the Company's creditors or other interested parties at their respective addresses as last shown on the records of the Company and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

21. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

22. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Company or any Court-ordered capacity in respect of the Company, or any subsidiary, affiliate or related entity.

23. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

24. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

25. THIS COURT ORDERS that the Applicants shall have their costs of this motion, up to and including entry and service of this Order on a substantial indemnity basis to be paid by the Company with such priority and at such time as this Court may determine.

26. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

William-Luis J.

DOCSTOR: 17717428

INTEL CENTERS INC., et al.
Applicants

-and-

IOTICITI NETWORKS INC., et al.
Respondents

Court File No. CV-24-00712995-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ORDER

SPEPPER ZEITZ KLAIMAN PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario, M2N 6N5

Tel: 416-789-0652

Fax: 416-789-9015

IAN KLAIMAN

LSO No. 58955G

Email: iklaiman@szklaw.ca

Lawyers for the Applicants



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00712995-00CL

DATE: April 4, 2024

NO. ON LIST: 1

TITLE OF PROCEEDING: Intel Centers Inc. et al v. Ioticiti Networks Inc. et al

BEFORE: MR. JUSTICE H. J. WILTON-SIEGEL

PARTICIPANT INFORMATION

For the Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Klaiman, Ian	Counsel for Applicant(s) (Intel Centers Inc. et al)	iklaiman@szklaw.ca

For Responding Parties:

Name of Person Appearing	Name of Party	Contact Info
Fleisias, Alex	Counsel for Lou Gallucci	afleisias@hammondflleisias.com
Zucker, Symon	Counsel for IOTICITI Networks Inc. and Frank R. and Frank D.	sz@bondlawpc.com

ENDORSEMENT:

The applicants seek the appointment of a receiver over the asset of Ioticiti Networks Inc. ("Ioticiti") to determine the state of its financial affairs and preserve its assets.

The applicants are shareholders of Ioticiti who have commenced an application against Ioticiti and certain of its officers and directors alleging, among other things, oppressive conduct. The application is brought pursuant to s. 101 of the *Courts of Justice Act*.

The Court has discretion to appoint a receiver where it is just and equitable to do so. The application materials regarding the present circumstances of Ioticiti and the basis of the oppression claim demonstrate that it is just and convenient to appoint an investigative receiver on the basis sought by the applicants.

Insofar as it is necessary to satisfy the three-part test in *RJR-MacDonald* on the basis that the requested relief is interlocutory in nature per *Akagi v. Synergy Group (2000) Inc.*, 2015 ONCA 368 at para. 90, I am satisfied that the test is met on the following considerations. There is a serious issue to be tried in the oppression action. Among other matters, there is evidence of possible self-dealing, misrepresentations to shareholders, a failure to provide financial statements or to call a shareholders meeting, and a dissipation of assets. The applicants will suffer irreparable harm if they are unable to investigate, report and attempt to preserve what may remain of Iotociti's assets. The balance of convenience favours the appointment. Without a receivership, the applicants will have no ability whatsoever to investigate the past affairs of Iotociti to determine the events that have lead to the present circumstances of the corporation. Conversely, the respondents have not filed any responding materials. There is therefore no evidence of any harm to the respondents.

Mr. Zucker advised the Court that there are no assets remaining in Iotociti and therefore no monies to pay any receivership fees. In addition, and for that reason, he has suggested that the receiver should examine or otherwise meet with his clients as soon as reasonably possible regarding the affairs of the corporation.

An order shall issue in the form attached on an unopposed basis.

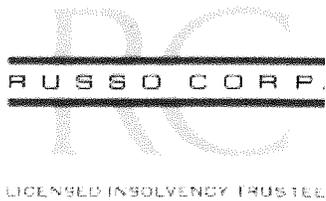


April 4, 2024

Wilton-Siegel J

Receiver's First Report dated May 7, 2024

Appendix "B"



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Court File No. CV-24-00712995-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF

Applicants

- and -

IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI

Respondents

RECEIVERS 1ST REPORT

INTRODUCTION

This is the first report (the "First Report") of Russo Corp. (the "Receiver") in its capacity as investigatory and possessory receiver over the assets and undertaking of IOTICITI NETWORKS INC. A motion was made by the Applicants for an Order pursuant to section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Russo Corp. as investigatory and possessory receiver of all of the assets, undertakings and properties of Ioticiti Networks Inc. (the "Company").



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Russo Corp. was appointed as Receiver, without security, of all of the assets, undertakings and properties of the Company acquired for, or used in relation to a business carried on by the Company, including all proceeds thereof (the "Property").

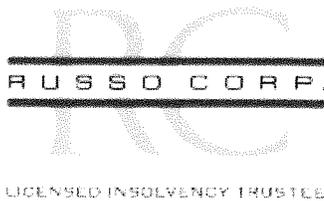
PURPOSE OF THE FIRST REPORT

The purpose of the First Report is to provide an update on the actions of the Receiver since the receiving the Order on April 4, 2024.

RECOVERY EFFORTS- INVESTIGATION POWERS AND ACTIONS TO DATE

The Receivers investigative mandate is to report on the true and accurate financial circumstances of the Company and the Property including the following:

- a) The assets, income, licensing agreements, shareholdings, liabilities and operations of the Company;
- b) All dispositions, dealings and transactions in connection with the Property since October 1, 2018, including, without limitation, the spectrum licenses held or previously held by the Company and/or any of its subsidiaries, affiliates or related entities in any jurisdiction in Canada and/or the United States of America; and
- c) All non-arm's length actions, transactions, dealings and conduct, including without limitation, any share issuance(s) or transaction(s), between the Company, any subsidiary, affiliate or related entity, and any of the other Respondents and/or in connection with the Property and any non-arm's length person or entity (expressly including any corporation, entity or trust) since October 1, 2018. Specifically, the Receiver is empowered and authorized to investigate, report on and/or opine on the validity, enforceability, consideration and bona fides of all such actions transaction(s), dealings and conduct.



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1. Communication with Innovation, Science and Economic Development Canada (the “ISED”) Licensing Body

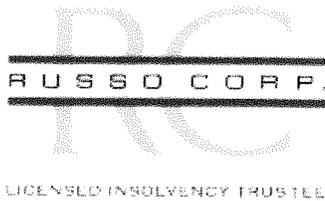
The Receiver was successful in communicating with Jacob Gurnick- Director of Licensing and Spectrum Operations, Innovation, Science and Economic Development Canada. A copy of the Order was provided to Mr. Gurnick. Our communication request in general was the return of Licenses. Mr. Gurnick responded to our letter confirming that that the licences that were formerly held by Metro Connect International Inc. (MCI) were annual radio licences that expired on March 31, 2023. According to Mr. Gurnick, no steps were taken to renew the licences before their expiry, or re-apply after the expiry. We were informed that as of the date of this Report, MCI does not hold licences of any kind under the Radiocommunication Act and is currently not authorized to operate its equipment on any radiocommunication frequencies.

We have requested from Mr. Gurnick copies of all communications on file with respect to these licenses; requested login information to MCI my CRTC account, which from our understanding is the portal that is used to renew the captioned licenses. We are waiting a response to our letter.

2. City of Vaughan Contract

The Company had one significant project with the City of Vaughan. The Contract was a pilot program which provided an annual revenue stream of approximately \$120,000.00. The contract was no longer serviced and as result of same it came to an end. The equipment used to service the contract continues to remain at the City of Vaughan. The Company wishes to bring the contract in good standing.

We were successful in communicating with the City of Vaughan and have written to Zoran Postic, Deputy City Manager of Public Works, Emilie Alderman, Director of Environmental Services and James Steele, Former Director of Environmental Services. A meeting is set to scheduled with their Counsel Emily Mau.



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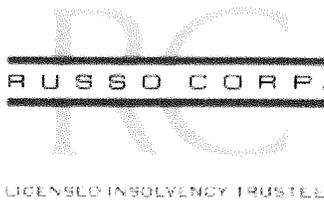
The Agenda at that meeting will be to table the contract with the Company, the revival of the contract (if possible), the equipment on site and the outstanding accounts receivable which has been acknowledged as due and payable by the City of Vaughan.

3. POSSESSION OF BOOKS AND RECORDS- ACCOUNTING RECORDS

We have written to Stephen M. Rosenberg, CPA, CA , from RSLP . Mr. Rosenberg was the former accountant for Company and assisted with the financial reporting for Company since the date of Incorporation.

We requested copies of all corporate records in their possession pertaining to Iotociti Networks Inc, Metro Connect, Mustang Asset Management and Metro Wireless, all of whom are affiliates of Iotociti. Our letter made note that all Corporate records are inclusive of a) All Bank Statements with respect to Corporate accounts; Returns filed to Date; Minute Books in your possession; Copy of Quick books and or other Accounting programs used for manage financial reporting; Financial Reporting BMO bank account statements for the period March 1, 2017 through May 31, 2022; RBC bank account statements for the period January 1, 2018 through June 27, 2022; Agreement of Purchase and Sale Regarding Full Licenses between Mark Cohen and Ronald Frank dated November 5, 2014; Extracts from accountant working papers regarding the Spectrum Licence assets and liability for December 31, 2017; Emails and correspondence regarding the Spectrum assets and liability; Central Securities Register as of May 26, 2022; Agreement of Purchase, Sale and Conveyance dated October 28, 2020 regarding the acquisition of LuciAI Inc.; shareholders share certificates.

As of the date of writing this report, no response has been received by Mr. Rosenberg. Mr Rosenberg has been provided with a copy of our Order and has been directed to the appropriate section Sections of the Order that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Company, and including, without limitation, relating to the Investigation Mandate, and any computer programs, computer tapes, computer disks, or other data storage



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media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

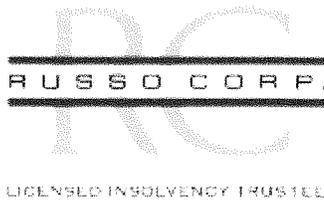
4. LETTER TO PINNACLE AND AppRIVER

Pinnacle and AppRiver were the "cloud" providers for the Company. Their services included I cloud business applications such as office 365, email and all application pertaining to I cloud instances for the Company and its affiliates, Metroconnect, Metroconnect Wireless Group, Metroconnect International, Mustang Holdings, Mustang Asset Management, Addison Group and PSWN Management. They managed all IP addresses and employee personal business files in addition to managing their domain registration access or redirection of any domains.

Kevin M. Watson, the President and CEO, Pinnacle IP Solutions Pinnacle has responded to our letters and made note of the following:

After you cancel a subscription, your billing stops immediately. You can delete your subscription di portal seven days after you cancel it, when the **Delete subscription** option becomes available. Whe canceled, Microsoft waits 30 to 90 days before permanently deleting your data in case you need to your data. We don't charge you for retaining the data. For more information, see Microsoft Trust Ce manage your data²⁷.

As of the date of this Report, we have not received a response from AppRiver.



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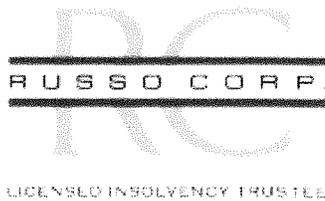
The Receiver has determined that the Company's Office 365 and cloud services account are currently being paid , the services are continued to be utilized.

5. COMMUNICATIONS WITH R. Reusse Construction Co. Limited AND THEIR COUNSEL RE: 900 Allstate Parkway, Markham, Ontario (the "Leased Space")

The Company's head office was located at 900-100 Allstate Parkway, Markham, Ontario. Based on our review of the books and records, the head office contained all the lab equipment, books and records of the company and computers such as desktops and laptop of former employees and Directors of the Company. The Receiver has reached out to the Landlord and its Counsel Mr. Terrence A. Pochmurski with respect to inspection of the assets. In fact, the Receiver had attended the premises on Two (2) occasions and was refused access for the sole purpose of inspecting of the assets.

The landlord has refused to provide access for the following reasons:

1. 2161169 Ontario Limited operating as Metro Connect was the Tenant under the lease and not the Company;
2. The Landlord through its Counsel are not sure how the Order of the Honourable Justice Wilton-Siegel dated April 4, 2024 can be enforced against the Landlord given that the Company and the landlord and the tenant are not one and the same person.
3. It's the landlord's position that paragraphs 6.02, 9.05 and 9.06 gives the Landlord the right to possess, retain and sell its tenant's property and I don't see how the Order of the Honourable Justice Wilton-Siegel dated April 4, 2024 can be used to prevent my client from retaining the property. My client's tenant owes over \$200,000.00 in unpaid rent, as per the attached statement.



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The LIT has been provided sufficient documentation to support that the equipment is owned by the Company, such documentation to include copies of invoices to support the purchase of the equipment; confirmation that the Company operated its head office from the lease space; copy of a Decision Order issued by the Ministry confirming who had ownership to the assets. Requests have been made by the Receiver for a detailed reporting on whether an Appraisal has been conducted the Landlord and whether the Landlord acting upon his Notice of Distress. All of which have been ignored.

Numerous attempts have been by the Receiver to inspect the assets, again our attempts to conduct a walk thru to inspect the assets have been denied. In our latest communication, the Landlord provided photos of the equipment that he claims remains on site based on his review of the documentation provided by our Offices.. We provided a detailed analysis of our findings and further requested a walk thru of the lease space in addition to a response to the numerous concerns and questions reported by the Receiver. It is fair to report the Landlord has chosen to not comply with the Court Order and were put on notice by the Receiver that they will be held accountable for their actions.

SHAREHOLDERS LIST

The Receiver was successful in gathering a list of shareholders, amount of shares issued to each shareholders along with names and emails. The Receiver will provide a copy of the Order to all known shareholders.

ACTION PLAN MOVING FORWARD

The Receiver intends

- 1) Write to Symon Zucker Professional Corporation . Mr. Zucker was Counsel for the Company. We will be requesting copies of all Company records and files for our review and investigations. It is our understanding that Mr. Zucker may be in possession of or is aware of the whereabouts of the Company's computers along with its former staff members;



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- 2) Write to Dentons, Vancouver Location with respect to obtaining corporates records in addition to an update share registry;
- 3) Write to David Hendricks from the Securities Commissions with respect to any exemptions filed with Securities commission , analysing the Shareholders Registry reported and filed;
- 4) Write to Matt Zambri, requesting copies of all documentation with respect to files in his possession pertaining to syndications on US Spectrum licenses. Copies of any documentation in his possession pertaining to Robert Musolino, Michael Musolino, Jonathan Keene, Norman Brown, Michael Silverman and Mark Cohen pertaining to wire transfers made by Darren between multiple parties and accounts North and South of the border;
- 5) Write to Contact Radio Mobile and Trimani's with respect to the Company's ownership in same.

CONCLUSION

Already, this early in this investigation this has proven to be very complex. We are not convinced that the parties involved are being honest with us. We will be exploring with the Applicants the need to return to Court and obtain the necessary Orders to compel all parties to turn over company assets and books and records.

DATED at Aurora, Ontario this 7th day of May 2024.

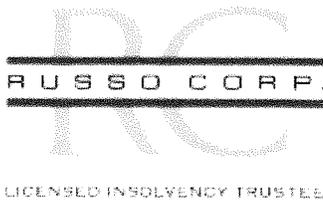
Russo Corp. In its Capacity as Investigatory and Possessory Receiver over the assets and undertaking of IOTICITI NETWORKS INC.

Digitally signed by Joanne Russo
DN: C=CA, O=Russo Corp, CN=Joanne Russo, E=russo@russocanhelp.com
Reason: I am approving this document with my legally binding signature
Date: 2024.05.07 08:16:33-04'00'
Foxit PhantomPDF Version: 10.1.7

Per: Joanne Russo, CIRP, LIT

Receiver's Second Report dated June 11, 2024

Appendix "C"



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Court File No. CV-24-00712995-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF

Applicants

- and -

IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI

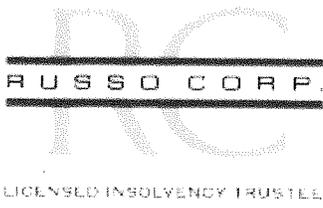
Respondents

RECEIVERS 2nd REPORT

This is the 2nd report of Russo Corp. (the “Receiver”) in its capacity as investigatory and possessory receiver over the assets and undertaking of IOTICITI NETWORKS INC.

PURPOSE OF THE FIRST REPORT

The purpose of the First Report is to provide an update on the actions of the Receiver since the filing of our 1st Report dated May 6, 2024.



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It has now been approximately two months since the date of our Appointment. We have since engaged with the following parties :

- a) Jacob Gurnick Director of Licensing and Spectrum Operations- Innovation, Science and Economic Development Canada;
- b) Discussions and meeting with Emily Mau Legal Counsel for City of Vaughan and Emilie Alderman, Director of Environmental Services Principals from the City of Vaughan;
- c) Received financial reporting from Stephen M. Rosenberg, CPA, CA , from RSLP;
- d) Numerous discussions with R. Reusse Construction Co. Limited and their Counsel- Terrence A. Pochmurski, Cattnach Hindson Sutton VanVeldhuizen LLP RE: 900 Allstate Parkway, Markham,Ontario (the "Leased Space")
- e) Written to PINNACLE AND AppRIVER;
- f) Held discussions with Various Shareholders, reviewed shareholders list;
- g) Meeting with various parties with respect to Lucy AI and Ioticitil;
- h) Discussions with Solomon Rothbart Slodovnick Tourgis, LLP;
- i) Discussions with Symon Zucker Professional Corporation;
- j) Email discussions with Darren Frank ;
- k) Correspondence with the Bank regarding Bank Accounts;
- l) Discussions with David Hendricks, Senior Compliance Counsel, BC Securities Commissions

**Communication with Innovation, Science and Economic Development Canada (the "ISED")
Licensing Body**

Since our First Reporting, we have had numerous communications with Mr. Gurnick, Director of Licensing and Spectrum Operations.

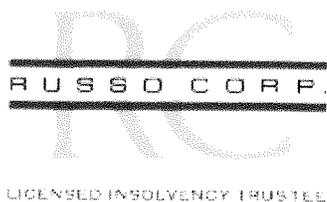
We have received the following documentation from ISED: Application documents for some of the licences being the following:

- a) Application 1: Paper application submitted by MCI;
- b) Application 2: Digital version of Application 1;
- c) Application 2a: The data imported into our spectrum management system;
- d) Application 3: Same as 2;
- e) Application 3a: Again, the data imported into our spectrum management system;
- f) Application 4;
- g) Application 4 – Attachment 1: File that MCI included for context;

We have requested copies of *All* applications submitted for each of the expired radio licences. We have requested that they retrieve all files pertaining to the archives expired licences. We have not received this information as of the date of this Report along with a copy of the rules and regulations that apply to each of the licenses.

During our discussions with Mr. Gurnick we tabled protocol and conservative measures that are in place with respect to determining if the frequencies/licenses continue to remain in place. We discussed duplication of work on both ends whether it be at the Federal Government and or in our capacity as Officer of the Court. To better stream line the process in locating/determining whether the licenses that were issued to Iotici continue to be available, it was concluded that Mr. Gurnick would reach out to their tech department as they can make this information available to us. This approach would simply assist both parties in the application process.

In our discussions, we had expressed our interest in using the radio apparatus and frequencies previously covered under licences issued to MCI. We have been informed by ISED regional licensing experts that their spectrum management system is unable to automatically extract information from expired licences to



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complete the necessary analysis and confirm the availability of frequencies. We are presently investigating this matter.

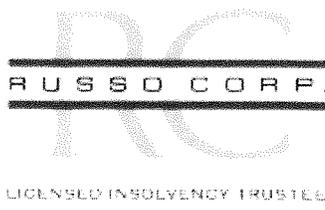
Our Order permits us to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Company. Our recommendation is that we continue with our investigations and or consider the Application process for the issuances of licenses.

City of Vaughan Contract

On Tuesday May 28, 2024 we meet with Counsel for the City of Vaughan and the Director of Environmental Services. In our meeting, it was concluded that the Contract between Iotociti and the City of Vaughan was a fixed for a one year term. The City of Vaughan reported that they were not interested in negotiating a new contract.

Our meeting concluded that we would be provided with the following documentation:

1. A Copy of the Agreement/Contract between the City of Vaughan and Iotociti;
2. A Copy of the outstanding account ledger and balance owing on account. We were encouraged to render our filling billing to the City of Vaughan. The contract period was for one year and only 3 months were billed under the contract;
3. A Summary on deficiencies on account- detailed reporting on the Intellectual Property and the deficiencies during the term of the contract ;
4. Arranging a date for inspection/site visit of equipment for the removal of the equipment.



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Our order provides us with the Authority to receive and collect all monies and accounts now owed or hereafter owing to the Company and to exercise all remedies of the Company.

POSSESSION OF BOOKS AND RECORDS- ACCOUNTING RECORDS

We have written to Stephen M. Rosenberg, CPA, CA , from RSLP . Mr. Rosenberg . Mr. Rosenberg was the former accountant for Company and assisted with the financial reporting for the Company since the date of Incorporation.

On May 10, 2024 we received a zip folder of files. The file included general ledgers from clients quickbooks and some bank write up based on client information. We are in the process of reviewing same.

COMMUNICATIONS WITH R. Reusse Construction Co. Limited AND THEIR COUNSEL RE: 900 Allstate Parkway, Markham, Ontario (the "Leased Space")

The Landlord has not been co-operative throughout this process. Since the date of our Appointment, we have attempted to conduct a walk thru of the Premises and we have been refused access. We have directed the landlord and its Counsel to specific sections of the Court Order that speak to our powers and their duty to provide us access and co-operation. They simply have ignored the Court Order. The landlord has physically sent us away on 3 occasions.

- a) We provided the Landlord with documentation to support that Iotociti Networks Inc. operated their business from the leased premises;
- b) We provided the Landlord with supporting documentation to support that the assets located in both units belong to Iotociti;
- c) On April 24, 2024, we provided the landlord with copies of invoices for the purchase of the equipment that continue to remain at the Leased Space. The landlord confirmed that that assets "remain" at the leased premises;
- d) We provided the Landlord with documentation evidencing that the corporate bank account address was the Leased Space, confirmation of mailing address from Full Stack, along with York maps confirming Iotociti operated from the Lease Space;

- e) We provided the landlord with a Decision Order issued to Mr. Shaade from the Ministry of Labour, Immigration and Training and Skills Development that clearly identifies the ownership of the tools and equipment. Title to the Ownership of the Tools were clearly identified. Ownership of Tools There is no dispute between the parties that the respondent owned, maintained and paid for the majority of the tools and equipment that were necessary for the claimant to perform his duties at Ioticiti;
- f) On May 2, 2024 we provided the landlord with our reporting letter with respect to the review of the photos provided by the Landlord that remain on the premises along with a detailed explanation on the description of the assets and our concerns with respect to same. Our Reporting letter was ignored.
- g) On May 6, 2024 we received an email from Counsel noting the following: *You are welcome to take away the tenant's banker's boxes of files and I expect that you can arrange that directly with my client over e-mail.* As of the date of this Report, the landlord refuses to provide us access to the premises and or pick up our records and assets.
- h) One May 21, 2024, we had written to the Landlord with respect to our letters and our emails, they were ignored.
- i) On June 5th we received a Response email from Counsel confirming the following:

My client has not been provided any evidence to date of the bankrupt buying the shares of the tenant at any time prior to the time the tenant abandoned the premises.

If the tenant's assets were abandoned, then they belong to my client – unless you can provide clear and indisputable current ownership of any particular asset held by my client. Again a new question being brought to our attention.

Even if the bankrupt is the owner of the tenant's assets, then my client's distraint over the tenant's assets means that my client has the right to sell those assets.

We responded to Counsel's email the same day and stressed that if they continue to refuse us access to conduct a walk thru and take possession of our assets we would bring forth the necessary Court Application compelling them. Our letter was ignored.

SHAREHOLDERS LIST

The Receiver was successful in gathering a list of shareholders, amount of shares issued to each shareholders along with names and emails. Several shareholders have reached out to our offices raising concerns with respect the disposition, dealings and transactions in connection with the Property of Ioticiti. A meeting was



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scheduled with various Shareholders on June 8, 2024 to discuss our Role as Receiver, future Court Orders and Applications that may be brought before this Honourable Court.

Discussions with SOLMON ROTHBART SLODOVNIK TOURGIS LLP and Discussions with SYMON ZUCKER PROFESSIONAL CORPORATION

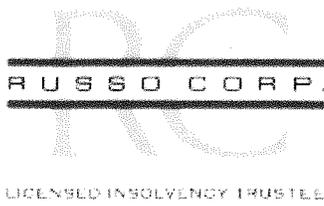
We have written to Counsel and Mr. Darren Frank with respect to the Companies books and records. We have requested copies of :

- a) All Corporate Records
- b) Year Reports and Yearly Financials
- c) Minute Books
- d) Annual Corporate filings
- e) Up to Date Share Registry
- f) Share Certificates of all shareholders
- g) Risk Acknowledgements forms for all shareholders;
- h) Confirmation that Mr. Zucker is Counsel representing Mr. Darren Frank;
- i) Confirmation that Ms. Tourgis is Counsel for Mr. Darren Frank;
- j) Confirmation if Mr. Zucker is a shareholder of Ioticity Networks Inc.;
- k) Confirmation that the name, address and phone number of the Corporate Lawyers at Dentons;
- l) Confirmation that confirm that Mr Denton has reached out to Dentons and or whether they have reached out to Dentons;
- m) Confirmation that as to which corporate records are in the possession of Mr. Zucker and Ms. Tourgis
- n) Confirmation from of what is meant when they say “they are dealing with the matter and may set up a data room giving us access”?

We have not received a response to our letter. Our order permits us to write to Darren Frank requesting that he provide the Receiver with written consent/authorization authorizing the Receiver to obtain financial documentation and/or information from these parties .

BANK ACCOUNTS

We have written to the Bank of Montreal requesting copies of all bank statements for the Corporation. As of the date of this Report, we have not received any bank statements.



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RECOMMENDATION

As noted in our 1st Report, this investigation has proven to be very complex. We are convinced that the parties involved are being dishonest with us. Our recommendation is that the Applicants return to Court and obtain the necessary Orders to compel all parties to turn over company assets and books and records. Our existing order permits us to return to Court to return to expand, amend or modify the Receiver's powers and duties conferred by this Order, in the event the Receiver deems it appropriate

We also recommend that we conduct an conduct examination(s) under oath of the Company and/or any of its current or former directors and officers on any matter reasonably in furtherance of the Investigation Mandate

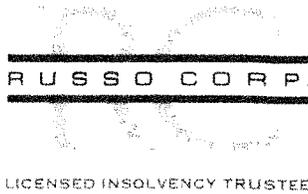
DATED at Aurora, Ontario this 11th day of June 2024.

Russo Corp. In its Capacity as Investigatory and Possessory Receiver over the assets and undertaking of IOTICITI NETWORKS INC.

Per: Joanne Russo, CIRP, LIT

Receiver's Third Report dated July 17, 2025

Appendix "D"



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Court File No. CV-24-00712995-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF**

Applicants

- and -

**IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI**

Respondents

RECEIVERS 3rd REPORT- July 17, 2025

[NOTE TO READER: This report discusses amounts of money in both United States and Canadian funds on two separate matters. Wherever possible we have signified which amounts are US\$ and which are CAD\$ but for greater certainty, in the matter of the City of Vaughan, the amounts are expressed in Canadian dollars, and in the matter of RadioMobile, Inc., are expressed in United States dollars.]

INTRODUCTION

On April 4, 2024, Russo Corp. was appointed as investigatory and possessory receiver (in such capacity the “Receiver”) over the assets, undertakings and properties of IOTICITI NETWORKS INC. (the “Corporation”) by the Order of the Honourable Justice Wilton-Siegel (the “Appointment Order”) pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended. A copy of the Appointment Order is attached hereto and marked as **Appendix “A”**.



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This is the 3rd Report of Russo Corp. in its capacity as the Receiver over the assets, undertakings and properties of the Corporation (which previously carried on business under the corporate name and style, Metro Connect International Inc., as was the case in its dealings with RadioMobile, Inc., discussed following).

PURPOSE OF THE 3rd REPORT

The purpose of the 3rd Report is to provide an update on the actions of the Receiver, and to seek court approval of this Honourable Court with respect to:

- a) the resolution of a certain contractual agreement between the City of Vaughan and the Corporation;
and,
- b) the Settlement Agreement between the Receiver, as court-appointed receiver, and RadioMobile, Inc. ("**Radio**"), a United States corporation, incorporated pursuant to the laws of the State of California.

DISCLAIMER

This 3rd Report is prepared solely for the use of the Honourable Court for the purpose of assisting it in making a determination whether to: (i) approve the Vaughan Agreement, as defined herein, (ii) approve the Receiver entering into a Mutual Release with the City of Vaughan, (iii) approve the Receiver's disbursements related to removal of the Equipment, as defined herein, (iv) approve the Radio Settlement, as defined herein, (v) approve the actions and conduct of the Receiver as set out in the 3rd Report, and (vi) grant any other ancillary relief the Court deems just.

Accordingly, the reader is cautioned that this 3rd Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the



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circulation, publication, reproduction, or use of this 3rd Report for a purpose different than set out in the previous paragraph.

Except as otherwise described in this 3rd Report:

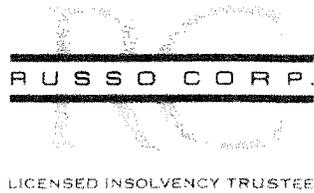
- (a) the Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
- (b) the Receiver has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accounts of Canada Handbook.

Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.

CITY OF VAUGHAN CONTRACT

The Corporation had one significant project with the City of Vaughan (the “**Project**”). The Project was a pilot program intended to provide an annual revenue stream of approximately \$120,000.00 to the Corporation. The contract for the Project (the “**Contract**”) was no longer being serviced by the Corporation in accordance with its terms, and, as result, it was terminated. Certain equipment used to service the Contract (which equipment was owned by the Corporation) remained in the possession of the City of Vaughan at and after the time of the appointment of the Receiver (the “**Equipment**”).

The Receiver worked closely with the City of Vaughan to resolve the situation, and, in particular, with the Deputy City Manager of Public Works, Emilie Alderman, and the municipality’s in-house Counsel, Emily



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Mau. Discussions centred around the terms of the Contract between the City of Vaughan and the Corporation; the revival of the Contract (if possible); the disposition of the Equipment stored at the various locations within the municipality; and the outstanding accounts receivable which were deemed due and payable by the City of Vaughan to the Corporation. As noted in the Receiver's earlier report, the City of Vaughan was not interested in negotiating a new contract, and so the only remaining two issues were the disposition of the Equipment, and the resolution of the accounts receivable matter.

The Receiver received from the City of Vaughan copies of the Contract, the outstanding account ledger and balance owing on the account, and a summary of deficiencies on the account. The City of Vaughan reported that during the term of the Contract, it experienced numerous instances of service interruptions and outages relating to the contractual obligations of the Corporation that were not being honoured. By way of an example, the WI-FI service contracted for was offline for an aggregate of 277 hours in July 2022, and 107 hours in August 2022. Further, at one of the locations, WI-FI was offline completely for approximately 2 months starting around October 2022. The Receiver was provided with data reports that reflected the dates and times of deficiencies at each location serviced by the Corporation.

As previously stated, the City sought to terminate the Contract, for cause. Recognizing this, the Receiver negotiated a settlement agreement with the City of Vaughan (the "**Vaughan Agreement**") wherein the Receiver would invoice the City for the remaining months outstanding under the Contract, and such invoices would be paid subject to the following conditions:

- a) the Receiver would arrange for the removal of all the Equipment from all City of Vaughan locations at the Receiver's expense; and,
- b) the Receiver would ensure that the areas where the Equipment was situated were rehabilitated and restored to a condition satisfactory to the City of Vaughan.



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In collaboration with the City of Vaughan, the Receiver arranged a site inspection to inspect the Equipment located at the various sites and arrange for the removal of the same. The Equipment was located at the following ten (10) sites in the City of Vaughan:

- 1. Vaughan Valley - Vaughan Valley Blvd.**
- 2. Davos - 669 Davos Road**
- 3. Marita Payne - Clark Ave and Jason St.**
- 4. Sunset Pond - Islington Avenue near Tuscan Woods Trail**
- 5. Chatfield Pond - Dundonnell Place near 8 Chatfield Drive**
- 6. Sir Stevens Pond - near 12 Sir Stevens Drive**
- 7. Oakbank - 250 Centre Street**
- 8. New Hospital Pond - Cortellucci Vaughan Hospital**
- 9. JOC Pond - Vaughan Joint Operation Centre, 2800 Rutherford Road**
- 10. Romina Dr. – Concord**

In compliance with the Vaughan Agreement, the Receiver retained the services of 1780618 Ontario Ltd., specialized agents with the necessary skills to safely remove the sensitive electronic equipment from each of the site locations. This company has been storing the Equipment on behalf of the Receiver since August 20, 2024. Emilie Alderman and her City of Vaughan team arranged to be present during removal of the Equipment. The Receiver provided updated reports with regard to each site visit to Ms. Alderman, and to Rebecca Stewart, Manager of Wastewater and Stormwater Services.

The Receiver is pleased to report that it received site inspection approval from the Manager of Wastewater and Stormwater Services. After several delays, payment of these accounts was paid to the Receiver, said payments totalling \$33,900.00. The Receiver is seeking approval of its conduct in settling the matter with



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the City of Vaughan pursuant to the Vaughan Agreement, approval of its intention to execute a Mutual Release with the City of Vaughan, and approval of payment to 1780618 Ontario Ltd. in the amount of \$15,300.20 pertaining to the removal of the Equipment from each of the site locations.

There remains the matter of disposition of the Equipment previously in the possession of the City of Vaughan. This being a minor matter, especially in the context of the Radio Settlement as defined below, we have not yet obtained an appraised value on that equipment. The Equipment itself is highly specialized and, like all computer-based equipment, depreciates rapidly in value. Further, since the Equipment is specially designed for the uses of the City of Vaughan, the Receiver is informed that it is not marketable as a whole, must be disassembled into components, and the components must be sold as separate parcels. By way of example, said components include, but are not limited to solar panels, weather station devices, antennas, water sensors, antennae, modems, radio transmitters which we are told cannot be reprogrammed, small computer peripherals and a quantity of steel and aluminum cabinetry specifically designed for the Project with little or no resale value. Subject to obtaining the appraised value, it is likely that the Receiver will recommend to this Honourable Court that the Equipment be abandoned.

PENDING SETTLEMENT WITH RADIO MOBILE INC.

On January 19, 2025, (almost literally at the last minute) the Receiver learned of existing litigation proceedings in the United States of America between the Corporation (under its prior name, Metro Connect International Inc.) and Radio dating back to 2020 (the “**California Action**”). The Receiver does not intend to belabour the court with all the details of this complex litigation but will provide a synopsis following. The case is cited in the *San Diego Superior Court* records as follows:

Radio Mobile Inc. and IOTICITI/Metro Connect International Inc. ,

Case No. 37-2020-00026032-CU-CO-CTL.



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Radio commenced the California Action, and the Corporation defended and counterclaimed. A brief synopsis is as follows:

Radio filed a lawsuit in the form of a Summons and Complaint (the “**Complaint**”) seeking damages, largely for breach of contract, said contract being largely related to the intended acquisition of Radio by the Corporation. A copy of the Complaint is attached hereto and marked as **Appendix “B”**.

The Corporation answered the Complaint, denying liability, and filed a Cross-Complaint alleging that Radio breached the parties’ agreements and failed to repay money owed (the “**Cross-Complaint**”). A copy of the Cross-Complaint is attached hereto and marked as **Appendix “C”**.

At issue was (1) a debt agreed-to and documented to be owing by Radio to the Corporation, in the aggregate amount of US\$1,437,688.08 (the “**Debt**”), and (2) an agreement on the part of the Corporation to forgive the Debt in consideration of the purchase of all the outstanding shares in the capital of Radio for the sum of US\$2,500,000.00, by way of crediting the Debt against the purchase price, and paying the balance of the purchase price on terms arranged between the Corporation and Radio (the “**Parties**”).

It would appear to be the position of each of the Parties that the other was in breach of its obligations to them. From the Receiver’s review of the situation, there appear to have been breaches on both sides, but the Receiver is not competent to offer a legal opinion on the matter. To the Receiver’s knowledge, no determination has been made by the courts regarding the merits of either of the Parties’ allegations.



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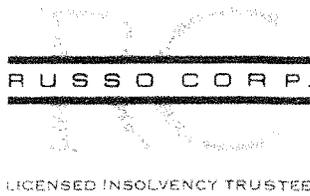
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Over the five-year period since the California Action commenced, the Parties had made various efforts to settle the dispute, from time to time, but never were able to come to an agreement. This five-year period turned out to be a significant factor in the Receiver's decisions going forward, as is discussed following.

The Corporation had been represented in the California Action by a firm of California attorneys named Jones, Day (hereinafter "**Jones**"). But, in March 2025, Jones filed a motion to withdraw as counsel. Upon hearing of this, the Receiver immediately contacted a representative of Jones to determine the cause for their request to be removed and whether, in their opinion, there was any possibility of achieving a reasonable settlement. This is how the Receiver came to learn that Jones sought to be removed from the record because it was owed a significant amount of outstanding legal fees. Jones informed the Receiver that they were owed over a \$100,000.00 US in legal fees, saw no possibility of the California Action being resolved, and were understandably not prepared to invest further time and effort in the matter. Jones were of the belief that the previous settlement discussions were not in good faith and that the Receiver would be wasting their time.

The Receiver informed Jones that while it can appreciate the length of time of this litigation, the Receiver had the authority to continue the litigation and/or negotiate and accept a settlement subject to having it approved by The Ontario Superior Court of Justice. The Receiver requested that Jones enter into discussions with counsel for Radio, with a view to obtaining a settlement offer. That request was refused. The attitude of Jones' representative would best be described as "dismissive". In any event, the Receiver had little or no funds in trust to pay their legal fees and Jones were not prepared to act in any capacity whatsoever.

Jones seemed adamant that there was no possibility of any formal settlement based on their prior discussions with counsel for Radio. They reiterated, in essence, that they believed the litigation was a lost cause. In closing the conversation, however, Jones' representative made a statement to the effect of:



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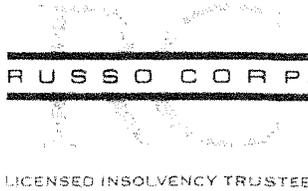
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“Radio’s lawyers know that if they wait until the end of May the court will dismiss the case, so why would they offer settlement when their problem will go away then?” Jones’ representative would not elaborate further on what was meant by this and terminated the discussions.

The Receiver informally investigated the circumstances under which a California court might dismiss an ongoing litigation. It discovered that, pursuant to Section 588.310 of the California *Code of Civil Procedure*, unless mitigating circumstances acceptable to the court were presented, actions that had not been brought to trial within five (5) years of their commencement were dismissed. The California Action commenced in May of 2020, had not yet been set down for trial, and the 5-year limitation period was set to expire 5 years later, in May of 2025.

To summarize the Receiver’s situation:

- a) The 5-year period discussed above was due to end on May 30, 2025 (which explains Jones’ earlier comment);
- b) The Receiver had no status at that point in time to seek a delay without making representations to the California Court, for which they would need to retain American legal counsel;
- c) Time to do so was rapidly running out;
- d) The Receiver was now without California legal counsel, as Jones had successfully withdrawn from the case by then; and,



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- e) The Receiver had only an extremely limited amount of funds available, and not enough to provide new counsel with a retainer adequate to continue what could prove to be a prolonged and expensive litigation.

Not being entirely clear on how to proceed in the circumstances, the Receiver decided that it “had nothing to lose” by directly contacting the legal counsel for the opposing party, Radio. On April 8, 2025, the Receiver wrote a letter to Radio’s counsel.

In its letter, the Receiver informed Radio’s counsel that it had been appointed by Court Order as investigatory and possessory receiver of all of the assets, undertakings, and properties of the Corporation, and enclosed a copy of the Order. The Receiver indicated in that letter that it intended to retain counsel in order to proceed with the California Action. In this regard, the Receiver hoped to make the point that the litigation might not be dismissed at the end of May 2025, as Radio’s counsel had likely anticipated, with the effect that Radio would likely still have significant litigation issues to deal with.

The revelation that the litigation was likely to continue significantly changed the position of Radio’s counsel and they agreed to enter into discussions with the Receiver, including, but not limited to, possible settlement of the California Action.

Accordingly, the Receiver held a telephone conversation with an attorney for Radio named Sean O’Halloran concerning the California Action. During that call, the Receiver informed him that it was aware that the former counsel for the Corporation has been removed as counsel of record and inquired as to the possibility of settlement. Recognizing that the Receiver had the authority to “step into the shoes” of the Corporation and continue the litigation if it chose to do so, Mr. O’Halloran conceded that Radio would be open to settlement discussions.



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As previously stated, the combined legal actions arise out of an attempt by the Corporation to purchase Radio. Radio was claiming that the purchase never closed, and the Parties abandoned the purchase agreement and/or allowed it to expire. The Corporation disagreed and was applying to have the sale enforced by the court.

The Receiver and Mr. O'Halloran agreed on the following statement of facts:

- a) James Moore and Kathleen Moore (the "**Vendors**") were the registered and beneficial owners of all the issued shares of Radio;
- b) The Vendors had entered into a binding agreement to sell said shares to the Corporation;
- c) The agreed purchase price was US\$2,500,000.00;
- d) The Corporation paid US\$1,437,688.08 towards the purchase price by way of loans previously made to the Corporation for the benefit of, and guaranteed by the Vendors, which loan amounts were agreed to be credited towards the purchase price of the shares under the terms of purchase and sale; and,
- e) The balance of the purchase price, being \$1,062,311.92, remained unpaid by the Corporation.

Purportedly at issue within the California Action was whether or not the failure to pay the balance of the purchase price invalidated the sale of the shares. That issue remains unresolved, but in light of the Radio Settlement (defined below), it is irrelevant to this 3rd Report. Also at issue was Radio's claim that the Corporation had never signed the final share purchase agreement. Upon the Receiver producing a signed and fully executed copy of the share purchase agreement, Mr. O'Halloran's tone changed, and he became much more receptive to offering a settlement.

At that point, the Receiver felt it appropriate that it turn the negotiations over to counsel in Canada, Mr. Allan Lipman. Mr. Lipman of Spetter Zeitz Klaiman PC, being counsel for the Applicants, was engaged as counsel for the Receiver on a limited scope basis to assist in negotiating the Radio Settlement (as



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defined below) and in obtaining an Order from this Honourable Court for the relief that is being sought as expressly stated herein.

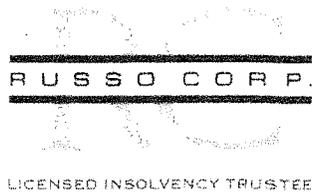
Mr. Lipman entered into correspondence with counsel for Radio, largely documenting much of what is discussed above and initiating formal settlement discussions.

The formal response from Radio's counsel was to re-iterate that the entire contractual relationship between the Parties had been frustrated. Counsel then went on at great length to recite and largely restate the various positions already iterated in the pleadings.

Mr. Lipman made it clear to Radio's counsel that the Receiver was not going away and would pursue the California Action unless a settlement was achieved. Mr. Lipman's comments were without substance as the Receiver had no monies to continue the said action beyond preserving the cause of action by having California counsel appear on behalf of the Receiver on or before May 30, 2025.

Subsequently, counsel for Radio indicated that Radio would agree to make a total payment to the Receiver of US\$989,499.83, payable over 2.5 years, by way of a US\$200,000 per payment every six months for the first four payments, with the final payment being \$189,499.83. Radio set an acceptance date of no later than May 19, 2025.

Mr. Lipman responded in kind, disputing much of the contents of the letter from Radio's counsel, and pointing out a fundamental difference in interpretation of the facts of the matter. Mr. Lipman then countered that the Receiver would be prepared to accept, in full satisfaction of its claim, payment of US \$2,200,000.00 to be paid in one lump sum. In consideration of this, mutual releases would be entered into, the Complaint and Cross-Complaint would be dismissed without costs, and the California Action would be concluded. Counsel for Radio refused this offer but continued settlement discussions.



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After much further negotiation, Mr. Lipman made an amended counter-offer on behalf of the Receiver. The Receiver would retain California counsel to preserve its rights and prevent the May 30, 2025, dismissal of the California Action, and allow the settlement discussions to continue.

In the interim, the Receiver did in fact retain California legal counsel to preserve its litigation rights.

Finally, by a Settlement Agreement dated June 30, 2025 (the “**Radio Settlement**”), the Receiver and Radio agreed to settle for payment by Radio of an aggregate of US\$1,600,000.00 on the following terms:

- a. The sum of US \$600,000.00 would be paid to the Receiver by July 3, 2025;
- b. A further sum of US \$500,000.00 would be paid to the Receiver by August 15, 2025; and,
- c. The balance of \$500,000.00 would be paid to the Receiver by October 15, 2025.

The terms of the Radio Settlement would be subject to approval of this Honourable Court. A copy of the executed Radio Settlement is attached hereto and marked as **Appendix “D”**. The Receiver has received the first tranche of \$600,000.00 US, which is being held in trust until approval of the Radio Settlement by this Honourable Court is obtained.

The Receiver has recently been advised on July 15, 2025, by its California counsel, that the 5-year period to set down the California Action for trial in fact expires on July 24, 2025, and that the California Court will likely dismiss the California Action at the next status hearing for the said action on August 1, 2025. The request for an Approval Order of the Radio Settlement, as explained below, is therefore being brought on an urgent basis.



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APPROVAL ORDER ON SETTLEMENT AGREEMENT WITH RADIO MOBILE

The Receiver respectfully seeks approval of the Radio Settlement as appended. It is impossible to predict whether a better outcome might have resulted from protracted litigation, but the economic reality is that the Receiver did not have the available resources to proceed with the litigation. The amount which will be recovered by this settlement is US\$162,311.92 **more** than the US\$1,437,688.08 that the Corporation is deemed to have paid to Radio for purchase of shares under the original sale terms. So, even after payment of legal and Receiver's costs, the Corporation has largely recovered all monies admitted to be owing to it. The windfall amount of US\$162,311.92, converted to Canadian dollars based on the current exchange rate, is CAD\$220,273.50. Therefore, arguably, not only did the Receiver recover all monies owed by Radio to the Corporation related to the loan advances, it made a "profit" of sorts of the CAD\$220,273.50 surplus. For that reason, the Receiver recommends, and seeks, court approval of the Radio Settlement.

APPROVAL ON DISBURSMENTS RE: CITY OF VAUGHAN

The Receiver further seeks the approval of the disbursements of the hereinbefore stated amount of CAD\$15,300.20 pertaining to its out-of-pocket expenses incurred with respect to the removal of the Equipment on the various sites located at the City of Vaughan, as well as the approval of this Honourable Court for the Receiver to enter into a Mutual Release with the City of Vaughan, as discussed earlier in this 3rd Report.



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The Receiver respectfully submits to the Court this, its 3rd Report.

DATED at Aurora, Ontario, this 17th day of July, 2025.

**Russo Corp. In its Capacity as Investigatory and Possessory Receiver
over the assets and undertaking of IOTICITI NETWORKS INC.**

Per: Joanne Russo, CIRP, LIT

Appendix “A”

DOCSTOR: 1771742\8



Court File No. CV-24-00712995-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE)

THURSDAY, THE 4th

JUSTICE WILTON-SIEGEL)

DAY OF APRIL, 2024

INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF

Applicants

- and -

IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI

Respondents

ORDER
(appointing Receiver)

THIS MOTION made by the Applicants for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Russo Corp. as investigatory and possessory receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Ioticiti Networks Inc. (the "**Company**") on the terms set out herein was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Italo Sabato sworn February 7, 2024, the affidavit of Silvano Zacchigna sworn February 21, 2024, and the affidavit of Tiegan Kilbride sworn February 2, 2024, and the Exhibits thereto, and on hearing the submissions of counsel for the Applicants and the Respondents, on reading the consent of Russo Corp. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 101 of the CJA, Russo Corp. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Company acquired for, or used in relation to a business carried on by the Company, including all proceeds thereof (the "**Property**"), on the terms set out herein.

INVESTIGATION MANDATE

3. The Receiver is hereby empowered and authorized to investigate and report on the true and accurate financial circumstances of the Company and the Property including, without limitation (the "**Investigation Mandate**"):

- (a) The assets, income, licensing agreements, shareholdings, liabilities and operations of the Company;
- (b) All dispositions, dealings and transactions in connection with the Property since October 1, 2018, including, without limitation, the spectrum licenses held or previously held by the Company and/or any of its subsidiaries, affiliates or related entities in any jurisdiction in Canada and/or the United States of America; and
- (c) All non-arm's length actions, transactions, dealings and conduct, including without limitation, any share issuance(s) or transaction(s), between the Company, any subsidiary, affiliate or related entity, and any of the other Respondents and/or in connection with the Property and any non-arm's length person or entity (expressly including any corporation, entity or trust) since October 1, 2018. Specifically, the Receiver is empowered and authorized to investigate, report on and/or opine on the validity,

enforceability, consideration and *bona fides* of all such actions transaction(s), dealings and conduct.

4. The Receiver shall report on the Investigation Mandate at a time and in a manner as the Receiver in its discretion may deem reasonable, on an interim and/or final basis. Subject to order of the Court, the Report(s), or portions thereof, may be filed under seal if requested by the Receiver or any of the Parties, on terms that may be agreed among the Receiver and the Parties and/or ordered by the Court.

RECEIVER'S POWERS

5. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) in furtherance of the Investigation Mandate:
 - (i) to obtain, copy, demand, require production, and/or require information in connection with the Company and/or the Property from any Person (as defined below);
 - (ii) to seek third party production order(s);
 - (iii) to conduct examination(s) under oath of the Company and/or any of its current or former directors and officers on any matter reasonably in furtherance of the Investigation Mandate;
 - (iv) to request that any third party and/or the Applicants be examined under oath on any matter reasonably in furtherance of the Investigation Mandate. If such third-party refuses to do so voluntarily, the Receiver is authorized to seek an order(s) for the examination under oath of such third party, on notice to the third party;

- (v) to require the Company, and its officers and directors, to provide the Receiver with a written consent/authorization authorizing the Receiver to obtain financial documentation and/or information from third parties with respect to any matter reasonably in furtherance of the Investigation Mandate;
- (vi) to receive, preserve and protect any information and/or documentation that comes into the possession of the Receiver, as the Receiver in its discretion may deem reasonable;
- (b) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (c) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (d) to manage, operate, and carry on the business of the Company, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Company;
- (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Company or any part or parts thereof;

- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Company and to exercise all remedies of the Company in collecting such monies, including, without limitation, to enforce any security held by the Company;
- (h) to settle, extend or compromise any indebtedness owing to the Company;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Company, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Company, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (l) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (m) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Company;
- (n) to enter into agreements with any trustee in bankruptcy appointed in respect of the Company, including, without limiting the generality of the

foregoing, the ability to enter into occupation agreements for any property owned or leased by the Company;

- (o) to return to this Court to expand, amend or modify the Receiver's powers and duties conferred by this Order, in the event the Receiver deems it appropriate;
- (p) to exercise any shareholder, partnership, joint venture or other rights which the Company may have; and
- (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Company, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. THIS COURT ORDERS that (i) the Company, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

7. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Company, and including, without limitation, relating to the Investigation Mandate, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's

possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

8. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

9. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Company, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Company are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Company's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Company or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Company shall remain the employees of the Company until such time as the Receiver, on the Company's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its

obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

LIMITATION ON ENVIRONMENTAL LIABILITIES

14. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

15. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

16. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to

the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

17. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

18. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

SERVICE AND NOTICE

19. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>'.

20. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile

transmission to the Company's creditors or other interested parties at their respective addresses as last shown on the records of the Company and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

21. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

22. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Company or any Court-ordered capacity in respect of the Company, or any subsidiary, affiliate or related entity.

23. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

24. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

25. THIS COURT ORDERS that the Applicants shall have their costs of this motion, up to and including entry and service of this Order on a substantial indemnity basis to be paid by the Company with such priority and at such time as this Court may determine.

26. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

W. Hon-Lui J.

INTEL CENTERS INC., et al.
Applicants

-and-

IOTICITI NETWORKS INC., et al.
Respondents

Court File No. CV-24-00712995-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**PROCEEDING COMMENCED AT
TORONTO**

ORDER

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Lawyers for the Applicants

Appendix “B”

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

IOTICITI, a Canadian corporation, formerly known as METRO CONNECT INTERNATIONAL, INC.; and JIM MOORE, an individual, and KATHLEEN MOORE, an individual

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

RADIOMOBILE, INC., a California corporation

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

07/24/2020 at 03:42:53 PwI

Clerk of the Superior Court
By Jose Hernandez, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of California, County of San Diego
330 West Broadway
San Diego, CA 92101

CASE NUMBER:
(Número del Caso):

37-2020-00026032-CU-CO-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Travis J. Anderson (Cal. SBN. 265540) / T. Sean Mann-O'Halloran (Cal. SBN. 318594)

Sheppard Mullin Richter & Hampton LLP

12275 El Camino Real, Suite 200 San Diego, California 92130 / 858-720-8900

DATE: 07/27/2020
(Fecha)

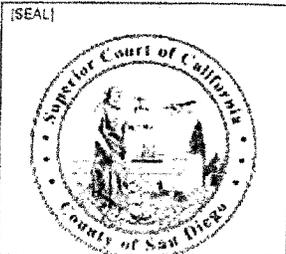
Clerk, by _____
(Secretario)

J. Hernandez
J. Hernandez

_____, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons. (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under:

<input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. by personal delivery on (date):

<small>ORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)</small> Travis J. Anderson (SBN 265540) / T. Sean Mann-O'Halloran (SBN 318594) Sheppard Mullin Richter & Hampton LLP 12275 El Camino Real, Suite 200 San Diego, California 92130 TELEPHONE NO.: 858-720-8900 FAX NO.: 858-509-3691 ATTORNEY FOR (Name): Plaintiff RadioMobile, Inc.	<small>FOR COURT USE ONLY</small> ELECTRONICALLY FILED Superior Court of California, County of San Diego 07/24/2020 at 03:42:53 PM Clerk of the Superior Court By Jose Hernandez, Deputy Clerk			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, 92101 BRANCH NAME:				
CASE NAME: RadioMobile, Inc. v. IOTICITI, et al.				
<table style="width:100%; border: none;"> <tr> <td style="width:33%; border: none;"> CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) </td> <td style="width:33%; border: none;"> <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) </td> <td style="width:33%; border: none;"> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </td> </tr> </table>	CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 37-2020-00026032-CU-CO-CTL JUDGE: DEPT: Judge Eddie C. Sturgeon
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> 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:

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

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: July 24, 2020
 Travis J. Anderson ▶ /s/ Travis J. Anderson

(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

To Plaintiffs and Others Filing First Papers. 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

<p>Auto Tort</p> <p>Auto (22)—Personal Injury/Property Damage/Wrongful Death</p> <p>Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p>Asbestos (04)</p> <p>Asbestos Property Damage</p> <p>Asbestos Personal Injury/Wrongful Death</p> <p>Product Liability (<i>not asbestos or toxic/environmental</i>) (24)</p> <p>Medical Malpractice (45)</p> <p>Medical Malpractice—Physicians & Surgeons</p> <p>Other Professional Health Care Malpractice</p> <p>Other PI/PD/WD (23)</p> <p>Premises Liability (e.g., slip and fall)</p> <p>Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)</p> <p>Intentional Infliction of Emotional Distress</p> <p>Negligent Infliction of Emotional Distress</p> <p>Other PI/PD/WD</p> <p>Non-PI/PD/WD (Other) Tort</p> <p>Business Tort/Unfair Business Practice (07)</p> <p>Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)</p> <p>Defamation (e.g., slander, libel) (13)</p> <p>Fraud (16)</p> <p>Intellectual Property (19)</p> <p>Professional Negligence (25)</p> <p>Legal Malpractice</p> <p>Other Professional Malpractice (<i>not medical or legal</i>)</p> <p>Other Non-PI/PD/WD Tort (35)</p> <p>Employment</p> <p>Wrongful Termination (36) Other Employment (15)</p>	<p>Contract</p> <p>Breach of Contract/Warranty (06)</p> <p>Breach of Rental/Lease</p> <p>Contract (<i>not unlawful detainer or wrongful eviction</i>)</p> <p>Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>)</p> <p>Negligent Breach of Contract/Warranty</p> <p>Other Breach of Contract/Warranty</p> <p>Collections (e.g., money owed, open book accounts) (09)</p> <p>Collection Case—Seller Plaintiff</p> <p>Other Promissory Note/Collections Case</p> <p>Insurance Coverage (<i>not provisionally complex</i>) (18)</p> <p>Auto Subrogation</p> <p>Other Coverage</p> <p>Other Contract (37)</p> <p>Contractual Fraud</p> <p>Other Contract Dispute</p> <p>Real Property</p> <p>Eminent Domain/Inverse Condemnation (14)</p> <p>Wrongful Eviction (33)</p> <p>Other Real Property (e.g., quiet title) (26)</p> <p>Writ of Possession of Real Property</p> <p>Mortgage Foreclosure</p> <p>Quiet Title</p> <p>Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)</p> <p>Unlawful Detainer</p> <p>Commercial (31)</p> <p>Residential (32)</p> <p>Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)</p> <p>Judicial Review</p> <p>Asset Forfeiture (05)</p> <p>Petition Re: Arbitration Award (11)</p> <p>Writ of Mandate (02)</p> <p>Writ—Administrative Mandamus</p> <p>Writ—Mandamus on Limited Court Case Matter</p> <p>Writ—Other Limited Court Case Review</p> <p>Other Judicial Review (39)</p> <p>Review of Health Officer Order</p> <p>Notice of Appeal—Labor Commissioner Appeals</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</p> <p>Antitrust/Trade Regulation (03)</p> <p>Construction Defect (10)</p> <p>Claims Involving Mass Tort (40)</p> <p>Securities Litigation (28)</p> <p>Environmental/Toxic Tort (30)</p> <p>Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)</p> <p>Enforcement of Judgment</p> <p>Enforcement of Judgment (20)</p> <p>Abstract of Judgment (Out of County)</p> <p>Confession of Judgment (<i>non-domestic relations</i>)</p> <p>Sister State Judgment</p> <p>Administrative Agency Award (<i>not unpaid taxes</i>)</p> <p>Petition/Certification of Entry of Judgment on Unpaid Taxes</p> <p>Other Enforcement of Judgment Case</p> <p>Miscellaneous Civil Complaint</p> <p>RICO (27)</p> <p>Other Complaint (<i>not specified above</i>) (42)</p> <p>Declaratory Relief Only</p> <p>Injunctive Relief Only (<i>non-harassment</i>)</p> <p>Mechanics Lien</p> <p>Other Commercial Complaint Case (<i>non-tort/non-complex</i>)</p> <p>Other Civil Complaint (<i>non-tort/non-complex</i>)</p> <p>Miscellaneous Civil Petition</p> <p>Partnership and Corporate Governance (21)</p> <p>Other Petition (<i>not specified above</i>) (43)</p> <p>Civil Harassment</p> <p>Workplace Violence</p> <p>Elder/Dependent Adult Abuse</p> <p>Election Contest</p> <p>Petition for Name Change</p> <p>Petition for Relief From Late Claim</p> <p>Other Civil Petition</p>
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1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
2 Including Professional Corporations
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
07/24/2020 at 03:42:53 PM
Clerk of the Superior Court
By Jose Hernandez, Deputy Clerk

7 Attorneys for Plaintiff
RadioMobile, Inc.
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN DIEGO, CENTRAL DIVISION

11 37-2020-00026032-CU-CO-CTL

12 RADIOMOBILE, INC., a California
corporation,

13 Plaintiff,

14 v.

15 IOTICITI, a Canadian corporation,
16 formerly known as METRO CONNECT
INTERNATIONAL, INC;

17 Defendant,

18 and

19 JIM MOORE, an individual, and
20 KATHLEEN MOORE, an individual,

21 Nominal Defendants.
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**COMPLAINT FOR DECLARATORY
RELIEF**

1 Plaintiff RadioMobile, Inc. ("RadioMobile") brings this action for declaratory relief
2 against Defendant IOTICITI ("IOTICITI"), a Canadian corporation, formerly known as
3 Metro Connect International, Inc. ("Metro Connect") and alleges as follows:

4 **INTRODUCTION**

5 1. This dispute arises out of an attempt by Metro Connect to purchase
6 RadioMobile. The purchase never closed, and the parties abandoned the purchase
7 agreement or, in the alternative, allowed it to expire. Subsequently, RadioMobile offered a
8 new agreement to govern the parties' relationship. Metro Connect/IOTICITI accepted that
9 agreement through the parties' subsequent course of conduct and communications. Under
10 this new agreement, Metro Connect/IOTICITI has no ownership interest in RadioMobile.
11 However, on information and belief, IOTICITI has retained a RadioMobile stock
12 certificate, which is now void and should be returned. Despite the Parties' agreement,
13 MetroConnect/IOTICITI has failed to communicate with RadioMobile on these issues,
14 leaving RadioMobile concerned that IOTICITI intends to assert ownership at a later date,
15 notwithstanding the above.

16 2. As a result of the above, declaratory relief is needed to affirm Metro
17 Connect/IOTICITI's abandonment of the parties' initial contract, affirm that the parties'
18 relationship is now governed by their new agreement, and that IOTICITI has no ownership
19 interest in RadioMobile.

20 **THE PARTIES**

21 3. Plaintiff RadioMobile is a California corporation with its principal place of
22 business in San Diego, California. RadioMobile offers mobile data technology products
23 allowing businesses and government agencies to capture real-time sensory data to
24 streamline and improve operations.

25 4. Defendant IOTICITI is a Canadian corporation with its principal place of
26 business in Ontario, Canada. IOTICITI was previously known as Metro Connect
27 International, Inc.

28

1 Connect. Project Bonanza would thus be a loss leader for RadioMobile that, if all went
2 well, would result in significant additional, and profitable, projects.

3 10. As a result of Project Bonanza, RadioMobile experienced a significant cash
4 shortage, because RadioMobile was not being compensated for its research and
5 development costs. So that RadioMobile could stay afloat during this time, Metro Connect
6 loaned moneys to RadioMobile to be paid back with interest.

7 11. With the success of Project Bonanza, and with RadioMobile significantly
8 indebted to Metro Connect, RadioMobile looked to Metro Connect to promote the
9 project's success to other concrete-industry customers, as Metro Connect had promised.
10 But Metro Connect failed to do so. Metro Connect did not seek to secure any additional
11 contracts with concrete customers in California. Metro Connect gave no explanation for
12 its inaction, which left RadioMobile in severe debt.

13 **Metro Connect Arranges To Buy RadioMobile**

14 12. By 2015, RadioMobile was laden with the debt caused by Project Bonanza,
15 and the need to pay back Metro Connect for the loans. But RadioMobile's technology
16 remained not only sound, but on the cutting edge – RadioMobile simply lacked the
17 financial resources to market itself at that time.

18 13. Metro Connect used its financial leverage to offer to buy RadioMobile from
19 its founders, sole officers and directors, the Moores. The Moores agreed in large part
20 because Metro Connect's broken promises had left RadioMobile without the financial
21 wherewithal or visibility it needed to succeed.

22 14. The parties agreed that Metro Connect would purchase RadioMobile as a
23 going concern for a purchase price of \$2,500,000 (the "Purchase Price"), offset by the
24 loans Metro Connect had previously made to RadioMobile. A Share Purchase Agreement
25 ("SPA"), drafted only by Metro Connect and dated December 4, 2015, memorialized the
26 parties' arrangement. A true and correct copy of the SPA is attached hereto as **Exhibit A**.

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1 15. The SPA stated that Metro Connect had already paid the Moores \$1,070,000
2 as of the signing of the SPA. SPA, § 4.1(a). This \$1,070,000 was largely made up of
3 loans Metro Connect had made to RadioMobile in the months and years prior.

4 16. The Moores agreed to accept the balance of \$1,430,000 in installment
5 payments to be completed by the "Closing Date" of December 13, 2016. SPA, §§ 4.1(b);
6 1.3; 1.4.

7 17. The Moores also agreed to provide Metro Connect with documentation
8 regarding RadioMobile's corporate affairs, resign from their positions upon the closing of
9 the deal, satisfy any of RadioMobile's outstanding arrears and tax obligations, and
10 otherwise enable and facilitate the transfer of ownership to Metro Connect. SPA, §§ 7.1-
11 7.10.

12 18. On March 17, 2016, Metro Connect and the Moores negotiated an Amended
13 and Restated Share Purchase Agreement ("ARSPA") dated March 17, 2016. Though the
14 Moores signed the ARSPA, on information and belief, Metro Connect never signed the
15 ARSPA, as the Moores never saw or received a signed copy from Metro Connect. A true
16 and correct copy of the ARSPA is attached hereto as **Exhibit B**.

17 19. The ARSPA, which contained substantially the same terms as the SPA,
18 stated that Metro Connect had paid \$1,437,688.08 of the Purchase Price. ARSPA, §
19 4.1(a). The ARSPA required Metro Connect to pay the balance of the Purchase Price with
20 a promissory note payable on January 31, 2017. ARSPA, § 4.1(b).

21 20. The ARSPA imposed the same obligations on the Moores as the SPA.
22 ARSPA, §§ 7.1-7.10.

23 21. In the spring of 2016, Metro Connect repeatedly demanded that the Moores
24 send it a stock certificate (the "Stock Certificate") representing 1,000 of its shares, or
25 100% of its ownership. Although it was not due at that time, because Metro Connect had
26 not paid the amount due at closing as required under the ARSPA such that the closing had
27 not yet occurred, the Moores sent the Stock Certificate to Metro Connect as demanded.
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The Parties Extend The Time For Performance Of The ARSPA

22. On January 17, 2017, James Moore wrote to Metro Connect requesting an extension of the closing date under the ARSPA until May 31, 2017. A true and correct copy of that correspondence is attached hereto as **Exhibit C**.

23. That same day, Darren Frank, a co-owner of Metro Connect, responded on behalf of Metro Connect and agreed to the extension. A true and correct copy of Darren Frank's email is attached hereto as **Exhibit D**.

The ARSPA Is Not Fulfilled and Thereafter Abandoned

24. After the parties agreed to extend the closing date for the ARSPA, their relationship deteriorated, and the parties abandoned the ARSPA by not taking any of the remaining steps necessary for closing.

25. Metro Connect did not execute the promissory note required under the ARSPA as a prerequisite for closing. Nor did Metro Connect offer to pay or tender payment for the remaining amounts due under the ARSPA. Metro Connect did not demand that the Moores resign from their positions at RadioMobile, or that the Moores take any of the other remaining steps required for closing under the ARSPA.

26. The Moores likewise did not resign from RadioMobile, or send any further corporate records or financials to Metro Connect. Instead, the Moores continued to operate and run RadioMobile as an independent company wholly owned by the Moores. Metro Connect did not object or make any demands that ownership and control of RadioMobile be turned over to Metro Connect.

27. As a result, both Metro Connect and the Moores treated the ARSPA as void. The parties to the ARSPA have treated it as void, abandoned, and expired since May 31, 2017. To date, neither side has ever demanded further performance or otherwise claimed that the ARSPA continues to govern the Parties. On the contrary, as detailed below, the parties' conduct reflects that Metro Connect – now IOTICITI – is only an arms-length lender to RadioMobile, without any ownership interest.

1 **Metro Connect Contracts With RadioMobile As A Subcontractor For Project Nicky**

2 28. On or about 2017, RadioMobile agreed to perform work on "Project Nicky,"
3 another project in which Metro Connect served as the prime contractor.

4 29. RadioMobile worked on Project Nicky from 2017 through its completion in
5 2019, and invoiced Metro Connect for its work. RadioMobile's invoices for Project Nicky
6 totaled \$989,499.83.

7 30. During this period of time, Metro Connect – now IOTICITI – communicated
8 very little to RadioMobile. While the parties' course of conduct confirmed that the
9 ARSPA was abandoned, outstanding questions remained about the previous loans and
10 payments made by Metro Connect to RadioMobile, and how those moneys should be
11 accounted for. Furthermore, Metro Connect had not paid any part of RadioMobile's
12 invoices for Project Nicky, notwithstanding that Metro Connect had received each invoice,
13 knew that RadioMobile was continuing to perform work on Project Nicky, and voiced no
14 objection to the amount of the invoices or the underlying work being performed.

15 31. Meanwhile, RadioMobile began to grow and thrive under the Moores'
16 stewardship, increasing its estimated value nearly six-fold since 2015.

17 32. On October 24, 2018, Jim Moore of RadioMobile wrote to Metro Connect to
18 clarify the parties' financial relationship moving forward. Mr. Moore proposed three
19 options to Metro Connect:

- 20 a. Convert Metro Connect's past payments into a 13% ownership stake in
21 RadioMobile;
- 22 b. Convert Metro Connect's investment into a deposit against [at that time]
23 approximately \$400,000 of unpaid work RadioMobile had performed on
24 Project Nicky, and any future work RadioMobile would perform for Metro
25 Connect; or
- 26 c. Refund the entirety of Metro Connect's payments, with interest.

27 A true and correct copy of RadioMobile's October 24, 2018 letter is attached hereto
28 as **Exhibit E**.

- 1 a. The ARSPA was abandoned by Metro Connect/IOTICITI and the Moores or,
- 2 in the alternative, has expired;
- 3 b. IOTICITI's current relationship to RadioMobile is governed by the parties'
- 4 course of conduct since May 2017, and memorialized in **Exhibits F, G, and**
- 5 **H;**
- 6 c. IOTICITI has no ownership interest in RadioMobile;
- 7 d. The Moores are 100% owners of RadioMobile;
- 8 e. The stock certificate tendered to Metro Connect/IOTICITI is void; and
- 9 f. IOTICITI currently has a retainer balance of \$989,499.83 with RadioMobile
- 10 that it may use for further work by RadioMobile.

11 **PRAYER FOR RELIEF**

12 Plaintiff prays for relief as follows:

- 13 44. A judicial declaration that:
- 14 a. The ARSPA was abandoned by Metro Connect/IOTICITI and the Moores or,
- 15 in the alternative, has expired;
- 16 b. IOTICITI's current relationship to RadioMobile is governed by the parties'
- 17 course of conduct since May 2017, and memorialized in **Exhibits F, G, and**
- 18 **H;**
- 19 c. IOTICITI has no ownership interest in RadioMobile;
- 20 d. The Moores are 100% owners of RadioMobile;
- 21 e. The stock certificate tendered to Metro Connect is void; and
- 22 f. IOTICITI currently has a retainer balance of \$989,499.83 that it may use for
- 23 further work by RadioMobile.
- 24 45. For costs of suit incurred herein, including reasonable attorneys' fees; and
- 25 46. For such other and further relief as the Court may deem just and proper to
- 26 effectuate the parties' agreement, including but not limited to the return of the stock
- 27 certificate.

28

1 Dated: July 24, 2020

2 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

3
4 By

/s/ Travis J. Anderson

5 TRAVIS J. ANDERSON
6 T. SEAN MANN-O'HALLORAN

7 Attorneys for Plaintiff
8 RadioMobile, Inc.

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Appendix “C”

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7 METRO CONNECT INTERNATIONAL, INC.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
10/21/2020 at 05:57:00 PM
Clerk of the Superior Court
By Taylor Crandall, Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO, CENTRAL DIVISION**

10 RADIOMOBILE, INC., a California
11 corporation,

12 Plaintiff,

13 v.

14 IOTICITI, a Canadian corporation, formerly
known as METRO CONNECT
15 INTERNATIONAL, INC.,

16 Defendant,

17 and

18 JIM MOORE, an individual, and
KATHLEEN MOORE, an individual

19 Nominal Defendants.

20 METRO CONNECT INTERNATIONAL,
21 INC., an Ontario corporation,

22 Cross-Complainant,

23 v.

24 RADIOMOBILE, INC., a California
corporation; and JAMES B. MOORE, an
25 individual,

26 Cross-Defendants.

CASE NO. 37-2020-00026032-CU-CO-CTL

Judge Eddie Sturgeon

**METRO CONNECT INTERNATIONAL,
INC.'S CROSS-COMPLAINT FOR
BREACH OF CONTRACT, FRAUD, AND
DECLARATORY RELIEF**

Complaint Filed: July 24, 2020

DEMAND FOR JURY TRIAL

1 Metro Connect International, Inc. (“Metro Connect”), through its undersigned counsel,
2 hereby files this cross-complaint for breach of contract, fraud, and declaratory relief against
3 RadioMobile, Inc. (“RadioMobile”) and James B. Moore (“Moore”), as follows:

4 **INTRODUCTION**

5 1. Metro Connect loaned hundreds of thousands of dollars to RadioMobile at
6 Moore’s repeated requests and secured by his personal guarantees. Every step of the way, Metro
7 Connect has financially supported Moore and RadioMobile, including when no other sources of
8 funding were available. In doing so, Metro Connect has reasonably relied on Moore’s and
9 RadioMobile’s promises of repayment, which were repeatedly documented in binding promissory
10 notes, security agreements, guaranty agreements, and letters from counsel.

11 2. However, events of the past several months, as alleged herein (with additional
12 information to be discovered), show that Jim Moore is untrustworthy, never actually intended to
13 perform on his promises, and will break binding agreements when doing so would benefit him
14 personally. The Complaint represents a galling effort to “have my cake and eat it too”—as the
15 declaratory relief sought in the Complaint would essentially permit RadioMobile (and the
16 Moores) to keep all of the money that Metro Connect has provided, while avoiding all of
17 RadioMobile’s and Moore’s obligations in return. The Complaint appears to seek the return of
18 RadioMobile’s shares that were validly transferred to Metro Connect, and seeks to unfairly
19 penalize Metro Connect for its forbearance on enforcing and collecting on lawful, binding
20 repayment obligations. This is unacceptable, unlawful, and fraudulent, and Metro Connect now
21 must turn to the Court for redress, as alleged herein.

22 **THE PARTIES**

23 3. Cross-Complainant Metro Connect is incorporated under the laws of Ontario (in
24 Canada) and has its head office in Markham, Ontario. Metro Connect offers high-speed internet
25 connections to Wi-Fi enabled devices by establishing multiple Wi-Fi hotspots that mesh to cover
26 entire metropolitan areas.

1 purpose of “inducing” Metro Connect to extend financing to RadioMobile, and Metro Connect
2 reasonably relied on Moore’s guarantees in loaning money to RadioMobile.

3 11. For instance, in 2014, at Moore’s request, Metro Connect loaned money to
4 RadioMobile in the amounts of \$40,000, \$20,000, \$50,000, and \$100,000 pursuant to written
5 security agreements dated January 30, 2014 and December 3, 2014, and promissory notes dated
6 January 30, 2014, May 2, 2014, June 3, 2014, and December 3, 2014.

7 12. To further secure these loans, on December 3, 2014, Moore executed a “Guaranty
8 Agreement” (attached hereto as Exhibit A) that “absolutely, unconditionally and irrevocably
9 guarantee[d] to [Metro Connect] the prompt payment when due . . . of all present and future
10 debts, liabilities and obligations of [RadioMobile] owing to [Metro Connect] . . . including all
11 renewals, extensions, modifications, and refinancings of any thereof, now or hereafter existing,
12 whether for principal, interest, fees, expenses or otherwise, and all expenses (including reasonable
13 attorney’s fees and expenses) incurred by [Metro Connect] in enforcing any of its rights under the
14 Notes and the Security Agreements or any rights under a security agreement, entered into by
15 [RadioMobile] in favor of [Metro Connect].” Moore further agreed that “[a]ny and all payments
16 made by [Moore as] the Guarantor hereunder shall be made free and clear of and without
17 deduction for any set-off, counterclaim, or withholdings so that, in each case, [Metro Connect]
18 shall receive the full amount that it would otherwise be entitled to receive with respect to the
19 Guaranteed Obligations.” (Ex. A.)

20 13. This Guaranty Agreement executed by Moore was absolute, and all legal defenses
21 to RadioMobile’s obligations guaranteed by Moore (including but not limited to waiver, laches,
22 and statute of limitations) were expressly waived. (Ex. A.) The Guaranty Agreement executed
23 by Moore also expressly provided that Moore “shall be liable to [Metro Connect] for, and shall
24 pay to [Metro Connect] on demand, all reasonable costs (including without limitation reasonable
25 attorney’s fees and expenses) incurred by [Metro Connect] in enforcing performance of or
26 collecting any payments due under this Guaranty.” (Ex. A.) The Guaranty Agreement executed
27 by Moore was a valid contract, and remains in full force and effect.

28

1 14. In 2015, once more at Moore’s request, and in reliance on existing and additional
2 guaranty agreements executed by Moore to personally guarantee RadioMobile’s obligations,
3 Metro Connect loaned an additional \$125,000 to RadioMobile on or about April 24, 2015, an
4 additional \$40,000 on or about May 12, 2015, an additional \$50,000 on or about June 12, 2015,
5 an additional \$50,000 on or about June 30, 2015, an additional \$100,000 on or about July 10,
6 2015, and an additional \$75,000 on or about July 31, 2015.

7 15. In connection with the \$125,000 loan issued in April 2015, Moore executed
8 another Guaranty Agreement dated April 24, 2015 (attached hereto as Exhibit B). Like the
9 agreement he executed in 2014, which remained in effect, this Guaranty Agreement provided no
10 right of set-off, expressly waived all legal defenses to RadioMobile’s obligations (including but
11 not limited to waiver, laches, and statute of limitations), and provided that Moore would be
12 personally liable for all reasonable costs, including attorney’s fees and expenses, incurred by
13 Metro Connect in enforcing performance of or collecting any payments due. (Ex. B.) This
14 Guaranty Agreement executed by Moore was a valid contract, remains in effect, and was relied
15 upon by Metro Connect in agreeing to loan additional money to RadioMobile and in refraining
16 from earlier collection or enforcement efforts with respect to RadioMobile’s prior obligations.

17 16. Moreover, on July 8, 2015, RadioMobile issued 250 of its outstanding shares to
18 Metro Connect in exchange for \$625,000—as reflected in RadioMobile’s contemporaneous books
19 and records (attached hereto as Exhibit L).

20 **B. Despite Failures to Deliver Projects and Performance as Promised, Moore**
21 **Requested Yet More Funding, Which Metro Connect Provided Despite**
22 **Moore’s Complaints, in Continued Reliance on His Binding Guarantees.**

23 17. By the end of summer 2015, a RadioMobile project for LA County Fire, which
24 Moore had presented to Metro Connect as a successful tender, was stalled and experiencing major
25 problems. Initial portions of the project still had not been delivered by RadioMobile and Moore,
26 no invoicing had gone out as a result, and it was uncertain when (if ever) the entire order would
27 be completed. All the while, Moore constantly complained that the hundreds of thousands of
28 dollars of funding advanced by Metro Connect—the only source of capital willing to take the risk
of lending to RadioMobile—was not enough. Additionally, on information and belief, Moore

1 began using funds loaned by Metro Connect that were supposed to be for the LA County Fire
2 order for other purposes, such as general payroll and past payables.

3 18. Specifically, at Moore's desperate request, and in reliance on existing and
4 additional guaranty agreements executed by Moore to personally guarantee RadioMobile's
5 obligations, Metro Connect loaned RadioMobile an additional \$100,000 on or about August 31,
6 2015, an additional \$40,000 on or about September 21, 2015, an additional \$100,000 on or about
7 October 1, 2015, an additional \$30,000 on or about October 21, 2015, an additional \$50,000 on or
8 about November 6, 2015, an additional \$50,000 on or about November 20, 2015, an additional
9 \$50,000 on or about December 4, 2015, an additional \$25,000 on or about December 10, 2015,
10 and an additional \$30,000 on or about December 22, 2015. RadioMobile's further indebtedness
11 to Metro Connect was evidenced and secured by written promissory notes executed by Moore as
12 President of RadioMobile. (See Exhibit C hereto.)

13 **C. In Late 2015, Rather Than Paying Back Any of the Money Loaned by Metro**
14 **Connect, Moore Agreed to Convert the Loans to Date to an Acquisition of**
15 **RadioMobile by Metro Connect Pursuant to a Share Purchase Agreement**
16 **that Remains Binding and In Effect.**

17 19. By late 2015, Metro Connect had loaned RadioMobile approximately \$1,125,000,
18 secured by promissory notes and security agreements executed by RadioMobile, and backed with
19 personal guarantees by Moore. RadioMobile and Moore had not repaid any of this indebtedness
20 (or any of the interest owing on the debts) and, on information and belief, Metro Connect alleges
21 that they never intended to do so. In lieu of repaying the debts owed to Metro Connect, with
22 interest thereon, RadioMobile and the Moores induced Metro Connect to purchase the rest of
23 RadioMobile's shares, making Metro Connect 100% owner of RadioMobile. Although the
24 underlying promissory notes, security agreements, and guaranty agreements would remain in
25 place, allowing Metro Connect to enforce the loans if the Share Purchase Agreement was not
26 completed or if the Moores defaulted on or failed to fulfill their obligations under that agreement,
27 the funds loaned to date by Metro Connect (\$1,125,000) were to be credited against the total
28 purchase price of \$2,500,000, and Metro Connect "shall receive a credit on Closing for accrued

1 but unpaid interest on monies advanced to the Corporation by [Metro Connect]” (see Exhibit H
2 hereto).

3 20. During the parties’ negotiations, RadioMobile and the Moores retained counsel for
4 the purpose of issuing an independent legal opinion regarding the Share Purchase Agreement. On
5 February 22, 2016, such counsel affirmed in a letter to Metro Connect that RadioMobile and the
6 Moores “fully understand the nature and effect of signing the Share Purchase Agreement and
7 related documents, and the liability that they could or would incur and the manner in which such
8 liability could be enforced” (attached hereto as Exhibit D). Counsel for RadioMobile and the
9 Moores continued: “I am satisfied that my client understands the nature and effect of the liability
10 possibly incurred. I am satisfied that my client is signing the documents freely and voluntarily
11 without any fear, threat, influence or compulsion by any other party or unrelated party.” (Ex. D.)
12 Metro Connect relied on these assurances in executing the Share Purchase Agreement.

13 21. The Share Purchase Agreement was and is a valid, binding contract. It remains in
14 effect, as amended in writing (see *infra*) by mutual agreement and at Moore’s request. Metro
15 Connect has performed its obligations to date, and stands ready to perform any remaining
16 obligations once the Moores perform their remaining obligations, including but not limited to
17 transferring intellectual property and source code, and making RadioMobile’s books and records
18 available for inspection, so that Metro Connect may complete its due diligence and pay any
19 remaining amounts due to the Moores.

20 22. Metro Connect has filed an action in the proper forum as agreed by the parties—
21 the Superior Court of Justice in Ontario, Canada—to confirm the validity of the Share Purchase
22 Agreement and compel the Moores to complete performance thereunder.¹ To the extent
23

24 ¹ Notably, the Share Purchase Agreement provided that it would be “governed by and
25 construed in accordance with the laws of the Province of Ontario and the laws of Canada
26 applicable therein” and that “[e]ach of the parties hereby irrevocably attorns to the jurisdiction of
27 the courts of the Province of Ontario.” (Ex. H.) This was no mere boilerplate term of which the
28 Moores can claim they were unaware. To the contrary, RadioMobile and the Moores retained
counsel who issued an independent legal opinion regarding the Share Purchase Agreement. On
February 22, 2016, such counsel affirmed in a letter to Metro Connect that RadioMobile and the
Moores “fully understand the nature and effect of signing the Share Purchase Agreement and
related documents, and the liability that they could or would incur and the manner in which such
liability could be enforced” (attached hereto as Exhibit D). Despite this assurance, RadioMobile

1 RadioMobile and/or the Moores now assert that the Share Purchase Agreement has been
2 “abandoned” or is otherwise no longer binding and effective, RadioMobile and Moore owe Metro
3 Connect full and complete payment of the money Metro Connect has loaned to RadioMobile,
4 secured by Moore’s personal guarantees.

5 **D. Closing of the SPA Is Delayed at Moore’s Request, While He Induces Metro**
6 **Connect to Loan Still More Money to RadioMobile, Guaranteed by Moore**
7 **Personally and by Security Interests in RadioMobile.**

8 23. Around the same time that he was negotiating the Share Purchase Agreement,
9 Moore continued to induce Metro Connect to loan additional money to RadioMobile. As before,
10 these new loans were personally guaranteed by Moore, and they were to be credited (including
11 accrued but unpaid interest) against the balance of the purchase price due upon the closing of
12 Metro Connect’s purchase of 100% of the shares of RadioMobile. (Ex. C.)

13 24. Understandably, with zero repayment of the approximately \$1,200,000 it had
14 loaned to date, Metro Connect sought additional security and guarantees before issuing these new
15 loans. In response, on January 22, 2016, Moore executed an “Acknowledgment Re: Metro
16 Connect International, Inc. (the ‘Lender’) loan to RadioMobile, Inc. (the ‘Loan Obligor’) and
17 personal guaranteed by James B. Moore (the ‘Guarantor’)” (hereafter, the “Acknowledgment”),
18 which reiterated and confirmed Moore’s promises to repay the outstanding loans. A true and
19 correct copy of that Acknowledgment is attached hereto as Exhibit E.

20 25. In the Acknowledgment, Moore confirmed and agreed that the prior security
21 agreements, guaranty agreements, and promissory notes described in Schedule A to the
22 Acknowledgment “remain[ed] in full force and effect as of the date hereof and all of such security
23 documents shall apply and extend to the new loan in the principal amount of \$40,000.00 being
24 extended by [Metro Connect] to the undersigned as if new documents had been executed and
25 delivered by the undersigned to the Lender in the place of the Prior documents.” (Ex. E.) Moore
26 further “acknowledge[d] that [Metro Connect] is relying upon this acknowledgement in extending
27 the new loan to the undersigned and but for this acknowledgement [Metro Connect] would not

28 filed suit in the County of San Diego to litigate their dispute over the Share Purchase Agreement.

1 provide the new loan.” (Ex. E.) Finally, the Moores acknowledged their agreement to enter into
2 a binding agreement for the purchase of RadioMobile by Metro Connect for a purchase price of
3 \$2,500,000.00, and they agreed to expedite the completion of such purchase transaction on terms
4 satisfactory to Metro Connect and to them. (Ex. E.)

5 26. To further reassure Metro Connect, Moore executed two additional documents on
6 January 22, 2016. The first written assurance was an “Acknowledgment Re: Advance,” a true
7 and correct copy of which is attached hereto as Exhibit F. In this acknowledgment, Moore
8 affirmed that “the total indebtedness to [Metro Connect] as of the date of this Acknowledgment is
9 \$1,200,000.00 as evidenced by” the promissory notes identified in the acknowledgment. (Ex. F.)
10 The second written assurance was a Security Agreement dated January 22, 2016, granting Metro
11 Connect a security interest in RadioMobile “[a]s security for all Obligations,” including the prior
12 promissory notes listed in the Security Agreement. A true and correct copy of the Security
13 Agreement is attached hereto as Exhibit G.

14 27. Armed with these written assurances from Moore and from his legal counsel,
15 Metro Connect agreed to delay final payment under the Share Purchase Agreement at Moore’s
16 request, even though the agreement remained valid, binding, and in effect. Metro Connect also
17 agreed to negotiate an Amended and Restated Share Purchase Agreement dated March 17, 2016.
18 Despite Moore’s contentions to the contrary, Metro Connect timely executed the Amended and
19 Restated Share Purchase Agreement, a true and correct copy of which is attached hereto as
20 Exhibit H.

21 28. The same legal counsel for the Moores and RadioMobile who had sent the letter in
22 February 2016 then wrote to Metro Connect again in a letter dated April 8, 2016 (attached hereto
23 as Exhibit I) to confirm that the Share Purchase Agreement dated December 4, 2015, the
24 Amended and Restated Share Purchase Agreement dated March 17, 2016, and various Security
25 Agreements each constituted legal, valid, and binding obligations. Moreover, counsel for the
26 Moores and RadioMobile represented to Metro Connect:

27 We have advised [Jim and Kathleen Moore] that upon Completion of the transaction
28 of purchase and sale the [Moores] will not own any shares of [RadioMobile] and
that all of the shares will be owned by [Metro Connect]. We have further advised

1 the [Moore] that all loans made to [RadioMobile] to the date hereof have been
2 applied to the purchase price of the Purchased Shares notwithstanding that such
3 funds have [been] applied towards the working capital of [RadioMobile].

4 (Ex. I.) The Moores executed a stock certificate dated April 8, 2016, stating that Metro Connect
5 is the registered holder of 1,000 shares of RadioMobile, Inc. A true and correct copy of that stock
6 certificate is attached as Exhibit J.

7 29. Rather than performing his remaining obligations under the binding Share
8 Purchase Agreement, Moore delayed, obfuscated, and began a campaign of deception aimed at
9 renegeing on his promises. For instance, despite requests by Metro Connect, RadioMobile and
10 Moore never provided information required to complete due diligence under the Share Purchase
11 Agreement, including but not limited to a complete minutes book for RadioMobile, proof that
12 RadioMobile's taxes had been paid to date, proof that outstanding loans to RadioMobile had been
13 repaid, or copies of other financial documents and records. Metro Connect now believes that
14 Moore had no intention of performing his remaining obligations under the Share Purchase
15 Agreement, never intended to recognize Metro Connect's legal ownership of RadioMobile, and
16 that he used the promises and representations detailed above, and additional actions to be
17 identified through discovery, to induce Metro Connect to loan nearly \$2 million that Moore never
18 intended to repay.

19 30. On April 24, 2017, in an effort to go forward with the transition and perplexed by
20 Moore's pattern of delays, officers of Metro Connect flew to San Diego for an in-person meeting
21 with Moore at RadioMobile's office in San Diego. Moore claimed he was hesitant to announce
22 Metro Connect's acquisition of the company to RadioMobile's customers. He asked Metro
23 Connect to delay any such announcement, and to be patient in allowing him to share the news at
24 what he determined to be an appropriate time. In the interim, Moore committed to facilitating
25 regular business meetings between key RadioMobile and Metro Connect employees. Moore also
26 promised to be transparent with his finances and promptly deliver all required financial
27 statements and related documents to Metro Connect for review. Based on Moore's assurances
28

1 and written guarantees, Metro Connect acceded to his requests for more time, and decided to
2 delay legal action in order to give Moore an opportunity to perform.

3 31. Moore proved to be a liar. In contravention of his express promise to expedite the
4 completion of the Share Purchase Agreement (Ex. E) and countless assurances that compliance
5 was imminent, Moore repeatedly refused to provide information requested by Metro Connect in
6 order to complete the remaining diligence and pay any remaining amount due pursuant to the
7 Share Purchase Agreement. And despite his repeated promises in writing and the representations
8 of his counsel, which Metro Connect reasonably relied upon, Moore refused to acknowledge
9 Metro Connect as the rightful owners of RadioMobile in his dealings with others. On information
10 and belief, Moore continued to hold himself and his wife out as 100% owners of RadioMobile,
11 when in fact that was no longer true. His misstatements perpetuated his fraud upon Metro
12 Connect, which had reasonably relied on his promises.

13 32. In addition to these statements and actions by Moore—which show that his prior
14 promises to Metro Connect were false and fraudulent—on information and belief, Moore also
15 began engaging in unauthorized and improper actions to damage and encumber RadioMobile.
16 Moore has refused to provide information and documents that Metro Connect has requested and
17 to which it is entitled. Based on Moore’s conduct, Metro Connect has serious concerns that
18 RadioMobile is no longer is the company that it agreed to purchase.

19 **E. Growing More Desperate to Avoid or Renege on His Promises, Moore Tries**
20 **to Unilaterally Change the Parties’ Agreement, and Manufactures Inflated**
21 **and Fraudulent Invoices in an Improper and Failed Attempt at Set-Off.**

22 33. Apparently possessed of seller’s remorse, and believing that RadioMobile’s value
23 had increased since he signed the Share Purchase Agreement, Moore began trying to renege on
24 the Share Purchase Agreement, seeking to re-characterize Metro Connect’s “deposits” as “an
25 investment”—the terms of which Moore tried to unilaterally change in his favor, to the detriment
26 of Metro Connect. In a letter dated October 24, 2018, Moore proposed several alternatives for
27 “convert[ing]” Metro Connect’s “investment” or for repaying Metro Connect’s loans “plus 10%
28 interest in full” (attached hereto as Exhibit K). Notably, while Moore offered to pay back the
loans, he also admitted that RadioMobile and he lacked the funds to do so. (Ex. K.)

1 repayment obligations, and with the express knowledge that Metro Connect was relying on
2 Moore's promises and guarantees in doing so.

3 42. Rather than RadioMobile repaying these loans, Moore then induced Metro
4 Connect to purchase 100% of the shares of RadioMobile, with the loan balances to date applied
5 toward the purchase price. Moore entered a valid and binding agreement to sell 100% of the
6 shares in RadioMobile to Metro Connect, and executed a series of documents (including with the
7 advice of counsel) confirming the intent and agreement to convey ownership of RadioMobile to
8 Metro Connect. (See, e.g., Ex. D, Ex. E, and Ex. I). Moore made these promises and guarantees
9 for the purpose of inducing Metro Connect to loan money to RadioMobile and/or temporarily
10 forbear enforcement and collection of RadioMobile's repayment obligations, and with the express
11 knowledge that Metro Connect was relying on Moore's promises and guarantees in doing so.

12 43. On information and belief, Moore never intended to honor his agreements, and he
13 made the promises and representations alleged herein in order to fraudulently induce Metro
14 Connect to loan money to RadioMobile and/or temporarily forbear enforcement and collection of
15 RadioMobile's repayment obligations. Moore's fraudulent intent is confirmed by his actions
16 following the parties' execution of the Share Purchase Agreement, including but not limited to
17 Moore's refusals to provide RadioMobile's books or records for inspection so that Metro Connect
18 could complete its due diligence and pay any remaining amount due under the purchase
19 agreement; Moore's repeated misrepresentations about the ownership of RadioMobile; actions
20 taken to encumber RadioMobile while concealing those actions from Metro Connect; his requests
21 for additional money and time coupled with assurances that performance would be forthcoming;
22 and his attempts to renegotiate, renege on, or avoid his valid contractual obligations. In sum, it
23 now appears that Moore never intended to keep his promises, and he has strung along and misled
24 Metro Connect with a pattern of falsehoods designed to extract money from Metro Connect that
25 Moore never intended to repay.

26 44. On information and belief, Moore never intended to cause RadioMobile to tender
27 immediate repayment of the loans, despite his agreement to execute promissory notes that were
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1 due on demand and personally guaranteed. And Moore never intended to honor Metro Connect's
2 lawful ownership of RadioMobile.

3 45. As a result of Moore's fraudulent misrepresentations, both by affirmative
4 misrepresentations and materially misleading omissions, Metro Connect has advanced
5 RadioMobile nearly \$2 million in loans and has exercised forbearance in seeking to enforce those
6 loans. Had Metro Connect known Moore's true intentions, and known that Moore never intended
7 to keep his promises, Metro Connect never would have loaned money to RadioMobile, and would
8 have taken legal action to enforce and collect on the repayment obligations owing to it.

9 46. Moore engaged in this conduct with malice, oppression, and fraud. Metro Connect
10 has been damaged by Moore's fraud, including but not limited to the nearly \$2 million in loans
11 that it has yet to recover, as well as the expense, lost opportunities, and wasted time resulting
12 from Moore's efforts to avoid and renege on his and RadioMobile's legal obligations.

13 **THIRD CAUSE OF ACTION**

14 **(Declaratory Relief)**

15 47. The allegations of paragraphs 1 through 35 are incorporated herein by reference
16 with the same force and effect as if set forth below.

17 48. As a party to the promissory notes, security agreements, guaranty agreements,
18 acknowledgements, and other documents constituting valid and enforceable agreements to repay
19 Metro Connect all money loaned to RadioMobile, with interest, Metro Connect is entitled,
20 pursuant to Cal. Civ. Proc. Code § 1060, to a declaration of its rights under these agreements. An
21 actual controversy has arisen and now exists between Metro Connect, on the one hand, and
22 RadioMobile and Moore on the other hand, concerning their respective rights and duties in light
23 of RadioMobile's wrongful effort to renege on the Share Purchase Agreement while also avoiding
24 its repayment obligations.

25 49. Metro Connect desires a judicial determination regarding the validity of the
26 promissory notes, security agreements, guaranty agreements, acknowledgements, and other
27 documents constituting valid and enforceable agreements to repay (with interest) Metro Connect
28

1 all money loaned to RadioMobile, with Moore (as guarantor) personally liable for any failure of
2 RadioMobile to promptly fulfill its repayment obligations.

3 50. California has a substantial interest in the promissory notes, security agreements,
4 guaranty agreements, acknowledgements, and other documents constituting valid and enforceable
5 agreements to repay (with interest) to Metro Connect all money loaned to RadioMobile, because
6 such agreements contain California choice-of-law provisions and were executed by RadioMobile,
7 a California corporation, and by Moore, a California resident.

8 51. There exists a substantial controversy of sufficient immediacy and reality to
9 warrant the issuance of a declaratory judgment. A judicial declaration pursuant to Cal. Civ. Proc.
10 Code. § 1060 is necessary and appropriate at this time so that Metro Connect's rights under the
11 loan may be determined with certainty.

12 **PRAYER FOR RELIEF**

13 Wherefore, Metro Connect prays for judgment as follows:

- 14 1. That the Court award Metro Connect general damages in a sum according to proof;
- 15 2. That the Court award Metro Connect special damages in a sum according to proof;
- 16 3. As to defendant James B. Moore, that the Court award exemplary and punitive
17 damages in a sum according to proof;
- 18 4. That the Court award interest provided by the parties' agreements and by law,
19 including but not limited to California Civil Code § 3291;
- 20 5. That the Court award attorneys' fees as provided by the parties' agreements and by
21 applicable law;
- 22 6. That the Court award Metro Connect its costs of suit; and
- 23 7. That the Court award such other and further relief as the Court deems proper.

24 **JURY DEMAND**

25 Metro Connect requests a trial by jury on all matters as to which it is entitled by law.
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Dated: October 21, 2020

JONES DAY

By: /s/ Kelly v. O'Donnell
Kelly V. O'Donnell

Attorneys for METRO CONNECT
INTERNATIONAL, INC.

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INDEX OF EXHIBITS
TO METRO CONNECT INTERNATIONAL, INC.'S CROSS-COMPLAINT FOR
BREACH OF CONTRACT, FRAUD, AND DECLARATORY RELIEF

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GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (this "**Guaranty**"), dated as of December 3, 2014, made by James B. Moore (the "**Guarantor**"), in favor of Metro Connect International, Inc., (the "**Lender**").

WITNESSETH:

WHEREAS Radio Mobile, Inc., a California corporation (the "**Borrower**") has granted to the Lender as continuing security for the payment of all past, present and future indebtedness and for the payment and performance of all other present and future obligations of the Borrower to the Lender, whether direct or indirect, contingent or absolute (including obligations under this Agreement); and without limiting the generality of the foregoing, specifically including the obligations of the Borrower to the Lender pursuant to a security agreements (the "**Security Agreements**"), dated January 30, 2014 and December 3, 2014 and promissory notes (the "**Notes**"), dated January 30, 2014, May 2, 2014, June 3, 2014 and December 3, 2014 issued by the Borrower to the Lender as same may be amended from time to time; and

WHEREAS any capitalized term in this Guaranty which is not defined herein shall have the meaning ascribed to such term in the Security Agreements; and

WHEREAS the Guarantor is related to the Borrower;

WHEREAS the Borrower and the Guarantor share an identity of interests; and

WHEREAS in order to induce the Lender to make a loan to the Borrower and accept the Security Agreements and to extend financing to the Borrower pursuant to the Notes as secured by the Security Agreements, the Guarantor has agreed to execute and deliver to the Lender this Guaranty.

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. **GUARANTY OF OBLIGATIONS.** (a) The Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Lender the prompt payment when due, whether at stated maturity, by acceleration or otherwise, of all present and future debts, liabilities and obligations of the Borrower owing to the Lender or any person entitled to indemnification under the Notes and the Secured Party, or any of their respective successors or permitted assigns arising under or in connection with the Notes and the Secured Party, including all renewals, extensions, modifications, and refinancings of any thereof, now or hereafter existing, whether for principal, interest, fees, expenses or otherwise, and all expenses (including reasonable attorney's fees and expenses) incurred by the Lender in enforcing any of its rights under the Notes and the Security Agreements or any rights under a security agreement, entered into by the Borrower in favor of the

Lender (collectively, the "**Financing Documents**"; the foregoing debts, liabilities and obligations, collectively, the "**Guaranteed Obligations**"). Any and all payments made by the Guarantor hereunder shall be made free and clear of and without deduction for any set-off, counterclaim, or withholdings so that, in each case, the Lender shall receive the full amount that it would otherwise be entitled to receive with respect to the **Guaranteed Obligations**.

(b) The Guarantor acknowledges and agrees that this Guaranty is a guaranty of payment and not of collection and that the liability of the Guarantor under this Guaranty shall be immediate and primary and shall not be contingent upon the exercise or enforcement by the Lender of any remedies it may have against the Borrower or any other guarantor or other person or the enforcement of any lien or realization upon any collateral the Lender may at any time possess for any of the **Guaranteed Obligations**.

2. **MAXIMUM LIABILITY.** It is the intention of the Guarantor and the Lender that the Guarantor's obligations hereunder shall be in, but not in excess of, the maximum amount permitted by applicable federal bankruptcy, state insolvency, fraudulent conveyance or transfer or similar laws ("**Applicable Law**"). To that end, but only to the extent such obligations would otherwise be subject to avoidance under **Applicable Law** if the Guarantor is not deemed to have received valuable consideration, fair value or reasonably equivalent value for its obligations hereunder, the Guarantor's respective obligations hereunder shall be reduced to that amount which, after giving effect thereto, would not render the Guarantor insolvent, or leave the Guarantor with unreasonably small capital to conduct its business, or cause the Guarantor to have incurred debts (or intended to have incurred debts) beyond its ability to pay such debts as they mature, at the time such obligations are deemed to have been incurred under **Applicable Laws**. As used herein, the terms "**insolvent**" and "**unreasonably small capital**" shall likewise be determined in accordance with **Applicable Law**. This Section is intended solely to preserve the rights of the Lender hereunder to the maximum extent permitted by **Applicable Law**, and neither the Guarantor nor any other person shall have any right or claim under this Section that would not otherwise be available under **Applicable Law**.

3. **GUARANTY ABSOLUTE.** This Guaranty shall in all respects be an absolute, unconditional and irrevocable guaranty of payment of the **Guaranteed Obligations** and the Guarantor guarantees that the **Guaranteed Obligations** will be paid strictly in accordance with the terms of the **Financing Documents** under which they arise, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Lender with respect thereto. The liability of the Guarantor under this Guaranty shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated, modified or otherwise affected by any circumstance or occurrence whatsoever, including without limitation any of the following (whether or not the Guarantor consents thereto or has notice thereof): (i) any change in or waiver of the time, place or manner of payment, or any other term, of any of the **Guaranteed Obligations** or **Financing Documents**, any waiver of or any renewal, extension, increase, amendment or modification of or addition, consent or supplement to or deletion from, or any other action or inaction under or in respect of, any of the **Guaranteed Obligations** or **Financing Documents** or any other document, instrument or agreement referred to therein or any assignment or transfer of any of the **Guaranteed Obligations** or **Financing**

Documents: (ii) any lack of validity, legality or enforceability of any of the Guaranteed Obligations or Financing Documents or any other document, instrument, or agreement referred to therein or of any assignment or transfer of any of the foregoing; (iii) any furnishing of any additional collateral for any of the Guaranteed Obligations or any sale, exchange, release or surrender of, or realization on, any collateral for any of the Guaranteed Obligations; (iv) any settlement, release or compromise of any of the Guaranteed Obligations or Financing Documents, any collateral therefor, or any liability of any other party (including without limitation any other guarantor) with respect to any of the Guaranteed Obligations or Financing Documents, or any subordination of payment of any of the Guaranteed Obligations to the payment of any other indebtedness, liability or obligation of the Borrower; (v) any bankruptcy, insolvency, reorganization, composition, adjustment, merger, consolidation, dissolution, liquidation or other like proceeding or occurrence relating to the Borrower or any other change in the ownership, composition or nature of the Borrower; (vi) any non-perfection, subordination, release, avoidability or voidability of any security interest, security title, pledge, collateral assignment or other lien of the Lender on any collateral for any of the Guaranteed Obligations or this Guaranty; (vii) any application of sums paid by the Borrower or any other person with respect to any of the Guaranteed Obligations, except to the extent actually applied against the Guaranteed Obligations, regardless of what other liabilities of the Borrower remain unpaid; (viii) the failure of the Lender, to assert any claim or demand or to enforce any right or remedy against the Borrower or any other person (including any other guarantor of any of the Guaranteed Obligations) under the provisions of any of the Financing Documents or otherwise, or any failure of the Lender, to exercise any right or remedy against any other guarantor of or any collateral for any of the Guaranteed Obligations; (ix) any other act or failure to act adversely affect the Guarantor; or (x) any other circumstance which might constitute a legal defense against, or a legal or equitable discharge of, the Guarantor's liability.

4. GUARANTY CONTINUING; REINSTATEMENT.

Appendix "D"

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into on June 30, 2025 (the "Execution Date"), by and among (1) Russo Corp. by and through Joanne Russo solely in her capacity as receiver ("Receiver") for Ioticiti Networks Inc., a Canadian corporation formerly known as Metro Connect International, Inc. ("Ioticiti") and (2) RadioMobile, Inc., a California corporation ("RadioMobile"), and (3) James and Kathleen Moore, individuals (the "Moores"). Receiver, RadioMobile, and the Moorees are collectively referred to as the "Parties" or individually as a "Party."

RECITALS

A. On or about July 24, 2020, RadioMobile filed that certain *Complaint for Declaratory Relief* against Ioticiti in the Superior Court of the State of California, County of San Diego, Central Division ("California Court") commencing Case No. 37-2020-00026032-CU-CO-CTL (the "California Litigation") wherein RadioMobile asserted a claim for Declaratory Relief against Ioticiti.

B. On or about October 21, 2020, Ioticiti asserted crossclaims in the California Litigation against RadioMobile and James Moore for breach of contract and declaratory relief and against James Moore for fraud.

C. On or about October 16, 2020, Ioticiti, then known as Metro Connect International, Inc., filed a Statement of Claim in The Superior Court of Justice, Ontario, Court File No. CV-20-00002909-0000, asserting claims for declaratory relief, breach of contract, misrepresentation, and unjust enrichment against RadioMobile and the Moorees (the "Ontario Litigation") (together with the California Litigation, the "Litigation").

D. On April 4, 2024, the Ontario Superior Court of Justice Commercial List (the "Ontario Court") in that certain case identified as *Intel Centers Inc., et al., v. Ioticiti Networks Inc.*, Case No. CV-24-00712995-00CL (the "Receivership Action") appointed Receiver as a court-appointed receiver over all assets and properties of Ioticiti pursuant to that certain *Order (Appointing Receiver)*.

E. To avoid the uncertainties, inconvenience, and expense of ongoing Litigation and all other matters, issues, or disputes between the Parties, the Parties desire to enter into this Agreement in full settlement and discharge of all claims asserted in and related to the Litigation and all other matters between the Parties, upon the terms and conditions set forth below.

AGREEMENT

The Parties to this Agreement, personally or by and through their attorneys, intending to be legally bound, and in consideration of the mutual covenants and provisions contained in this Agreement, including the Recitals set forth above which are incorporated as if fully set forth herein, the receipt of which by each Party to this Agreement is expressly acknowledged, agree as follows:

1. Settlement Payment. RadioMobile shall remit to Receiver One Million and Six Hundred Thousand Dollars and No Cents (\$1,600,000.00) USD in full and final satisfaction of the Litigation (the "Settlement Amount"). RadioMobile shall pay the Settlement Amount to the Receiver as follows:

- a. Six Hundred Thousand Dollars (\$600,000.00) USD by July 3, 2025;
- b. Five Hundred Thousand Dollars (\$500,000.00) USD by August 15, 2025; and
- c. The remaining balance of Five Hundred Thousand Dollars (\$500,000.00) USD shall be paid by October 15, 2025.

Receiver shall accept the Settlement Amount from RadioMobile in full and final satisfaction of the Litigation.

2. Payment Instructions. Payment of the Settlement Amount shall be remitted via wire transfer, in immediately available funds, initiated by RadioMobile, using the instructions set forth on Exhibit A, attached hereto. Unless and until the Ontario Court has approved the Agreement, all payments shall be held in trust in the account set forth on Exhibit A.

3. Conveyance of Ioticiti's Shares in RadioMobile. Within ten (10) business days after the Effective Date (defined below), Receiver shall convey all of the Receiver's right, title and interest, if any, in the shares of RadioMobile currently held by Ioticiti to the Moores. Receiver shall use commercially reasonable best efforts to execute documents necessary to effectuate the transfer of the shares of RadioMobile.

4. Condition Precedent. The Parties understand that this Agreement shall not be effective unless and until the Ontario Court approves the terms of this Agreement and the Receiver receives the Settlement Amount (the "Effective Date"). Following the execution of this Agreement, Receiver shall diligently and expeditiously pursue approval of this agreement in the Ontario Court.

5. Dismissal of California Litigation. Within ten (10) business days of the Effective Date, the Parties shall dismiss their respective claims asserted in the California Litigation, with prejudice.

6. Dismissal of Ontario Litigation. Within ten (10) business days of the Effective Date, Ioticiti shall dismiss its claims asserted in the Ontario Litigation, with prejudice.

7. Release and Discharge in Favor of Receiver and Ioticiti. Upon the Effective Date, RadioMobile and the Moores, to the fullest extent allowed by law, on behalf of their owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them hereby release, remise, discharge, and forgive: (i) Receiver and its owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them; and (ii) Ioticiti and its owners, shareholders, members,

managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them from any and all claims, demands, causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses, fees, expenses, defenses, credits, deductions, setoffs, and recoupments of every type nature, description, or character arising out of or relating to the Litigation whether known or unknown, presently suspected or unsuspected, liquidated or unliquidated, contingent or non-contingent, relating to any event, occurrence, or non-event from the beginning of time through the date of this Agreement. Notwithstanding the foregoing, nothing herein releases the Receiver from its obligations under this Agreement.

8. Release and Discharge in Favor of RadioMobile and the Moores. Upon the Effective Date, Receiver and Ioticiti, to the fullest extent allowed by law, on behalf of their respective owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, receivers, servants, and employees, and all entities claiming by, through, or under them hereby release, remise, discharge, and forgive (i) RadioMobile and its owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them and (ii) the Moores and their owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them from any and all claims, demands, causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses, fees, expenses, defenses, credits, deductions, setoffs, and recoupments of every type nature, description, or character arising out of or relating to the Litigation whether known or unknown, presently suspected or unsuspected, liquidated or unliquidated, contingent or non-contingent, relating to any event, occurrence, or non-event from the beginning of time through the date of this Agreement. Notwithstanding the foregoing, nothing herein releases RadioMobile or the Moores from their obligations under this Agreement.

9. Waiver of Civil Code Section 1542. With respect to the releases made by the Parties under this Agreement, the Parties waive the application and benefits of California Civil Code § 1542 and hereby verify that they have read and understand, with advice of legal counsel of their own choosing, the following provision of California Civil Code § 1542:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10. Covenant Not to Sue. Except for the rights and obligations set forth in this Agreement, each of the Parties, and on behalf of their owners, shareholders, members, managers, officers, directors, administrators, agents, partners, representatives, parents, affiliates, subsidiaries,

attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them. promises not to sue or proceed in any action, whether at law, in equity, by way of administrative hearing, or other legal action, to solicit others to institute any such actions or proceedings to benefit the Party or successors and assigns in interest thereof, or consult others in any actions or proceedings against the other Party, arising out of the Litigation, and any conduct and/or representations in connection therewith, or otherwise relating to the subject matter of the Litigation.

11. No Admission of Liability. Each Party to this Agreement agrees that the terms set forth herein are contractual and represent a good-faith compromise and settlement of disputed claims. Neither this Agreement nor any action taken in connection herewith shall be deemed an admission of liability on the part of any Party to this Agreement. Other than as necessary to enforce this Agreement, this Agreement, and the settlement provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding if offered to show, demonstrate, evidence or support a contention that any of the Parties acted illegally, improperly, or in breach of law, contract, or proper conduct.

12. Warranty of Capacity to Execute Agreement. Each Party represents and warrants that no other person or entity has any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that they have the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; that the individuals executing this Agreement have lawful authority and good right to execute the same; and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

13. Execution of Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signature of all the Parties reflected hereon as the signatories.

14. Entire Agreement and Successors in Interest. This Agreement constitutes the entire agreement between the Parties with respect to the matter set forth in it and all previous negotiations and representations are merged into this Agreement. This Agreement may only be amended upon written consent of the Parties. This Agreement shall be binding upon and inure to the benefit of each Parties' officers, directors, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants and employees.

15. Enforceability. The Parties agree that the Court shall maintain jurisdiction to enforce the terms of this Agreement which shall be fully enforceable by any party pursuant to California Code of Civil Procedure § 664.6.

16. Amendments. No amendments to any provision of this Agreement shall be valid unless the same shall be in writing and signed by the duly authorized representative of all Parties.

17. Preparation of Agreement. Each of the Parties, on their own behalf or through counsel, has participated in the preparation or review of this Agreement and has negotiated it. Therefore, this Agreement shall not be construed against any Party on the grounds of that Party's participation in the preparation of this Agreement.

18. Governing Law, Jurisdiction and Venue. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of California. In the event any Party institutes legal action arising out of or related to this Agreement, the Parties agree to irrevocably submit to the jurisdiction of the courts of the State of California, the United States District Court for the Southern District of California, and irrevocably agree that venue for any such action shall be in the county of San Diego, California, U.S.A. All Parties waive any objection to the jurisdiction of these courts or to venue in the county of San Diego, California, U.S.A.

19. Representation of Comprehension of Document. In entering this Agreement, the Parties represent that they consulted or had the opportunity to consult with legal counsel regarding the legal consequences of this Agreement, that the terms of the Agreement have been completely read and explained to each Party and their respective attorney, and that the terms of this Agreement are fully understood and voluntarily accepted by each Party.

20. Time. Time is of the essence of this Agreement.

21. Headings. All section headings are for reference only and are not intended to affect the interpretation of this Agreement.

22. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be fully enforceable as permitted by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement as of the date written above.

RECEIVER:

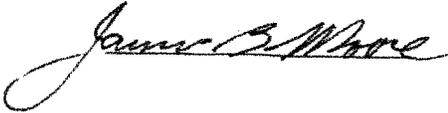
Russo Corp., by and through Joanne Russo, solely in her capacity as court-appointed receiver for Iotociti Networks, Inc.



Joanne Russo

Digitally signed by Joanne Russo
DN: C=CA, O=Russo Corp,
CN=Joanne Russo,
E=russo@russocanhelp.com
Reason: I am approving this document
with my legally binding signature
Date: 2025.07.01 15:36:47-04'00'
Foxit PhantomPDF Version: 10.1.7

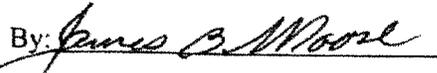
JIM MOORE:



KATHLEEN MOORE:



RADIOMOBILE, INC.:

By: 
Name: JAMES B. MOORE

Its: PRESIDENT, CEO

4907-5146-9646

[Signature Page to Settlement Agreement]

Order of the Honourable Justice J. Dietrich dated July 24, 2025

Appendix “E”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) ON THURSDAY, THE 24TH DAY
)
JUSTICE J. DIETRICH) OF JULY, 2025

B E T W E E N:

INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF

Applicants

- and -

IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI

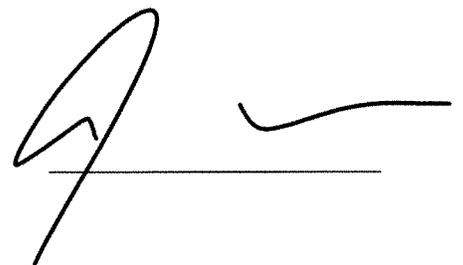
Respondents

ORDER

THIS MOTION made by Russo Corp. in its capacity as the Court-appointed investigatory and possessory receiver (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings, and properties of Ioticiti Networks Inc. (the "**Company**") for an Order, amongst other things, approving the Settlement Agreement described in the Third Report of the Receiver dated July 17th 2025 (the "**Third Report**") was heard this day by judicial video conference, ZOOM, at the Courthouse at 330 University Avenue, 8th Floor, Toronto, Ontario.

ON READING the Third Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served,

1. **THIS COURT ORDERS** that that the time for service of the Receiver's Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Third Report and the activities and conduct of the Receiver as set out in the Third Report be and are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
3. **THIS COURT ORDERS** that the Receiver is authorized to enter into the Settlement Agreement attached as Schedule "A" to this Order, and that the said Settlement Agreement is hereby approved.
4. **THIS COURT ORDERS** that the Receiver's disbursement of \$15,300.20 pertaining to out-of-pocket expenses incurred with respect to removal of the Equipment as described in the Third Report is hereby approved.
5. **THIS COURT ORDERS** that the Receiver is hereby approved to enter into a Mutual Release with the City of Vaughan in relation to the Vaughan Agreement as described in the Third Report.
6. **THIS COURT ORDERS** that this Order and all its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without the need for entry or filing.



A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a horizontal line and a short, curved flourish extending to the right.

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into on June 30, 2025 (the “Execution Date”), by and among (1) Russo Corp. by and through Joanne Russo solely in her capacity as receiver (“Receiver”) for Ioticity Networks Inc., a Canadian corporation formerly known as Metro Connect International, Inc. (“Ioticity”) and (2) RadioMobile, Inc., a California corporation (“RadioMobile”), and (3) James and Kathleen Moore, individuals (the “Moores”). Receiver, RadioMobile, and the Moorees are collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

A. On or about July 24, 2020, RadioMobile filed that certain *Complaint for Declaratory Relief* against Ioticity in the Superior Court of the State of California, County of San Diego, Central Division (“California Court”) commencing Case No. 37-2020-00026032-CU-CO-CTL (the “California Litigation”) wherein RadioMobile asserted a claim for Declaratory Relief against Ioticity.

B. On or about October 21, 2020, Ioticity asserted crossclaims in the California Litigation against RadioMobile and James Moore for breach of contract and declaratory relief and against James Moore for fraud.

C. On or about October 16, 2020, Ioticity, then known as Metro Connect International, Inc., filed a Statement of Claim in The Superior Court of Justice, Ontario, Court File No. CV-20-00002909-0000, asserting claims for declaratory relief, breach of contract, misrepresentation, and unjust enrichment against RadioMobile and the Moorees (the “Ontario Litigation”) (together with the California Litigation, the “Litigation”).

D. On April 4, 2024, the Ontario Superior Court of Justice Commercial List (the “Ontario Court”) in that certain case identified as *Intel Centers Inc., et al., v. Ioticity Networks Inc.*, Case No. CV-24-00712995-00CL (the “Receivership Action”) appointed Receiver as a court-appointed receiver over all assets and properties of Ioticity pursuant to that certain *Order (Appointing Receiver)*.

E. To avoid the uncertainties, inconvenience, and expense of ongoing Litigation and all other matters, issues, or disputes between the Parties, the Parties desire to enter into this Agreement in full settlement and discharge of all claims asserted in and related to the Litigation and all other matters between the Parties, upon the terms and conditions set forth below.

AGREEMENT

The Parties to this Agreement, personally or by and through their attorneys, intending to be legally bound, and in consideration of the mutual covenants and provisions contained in this Agreement, including the Recitals set forth above which are incorporated as if fully set forth herein, the receipt of which by each Party to this Agreement is expressly acknowledged, agree as follows:

1. Settlement Payment. RadioMobile shall remit to Receiver One Million and Six Hundred Thousand Dollars and No Cents (\$1,600,000.00) USD in full and final satisfaction of the Litigation (the "Settlement Amount"). RadioMobile shall pay the Settlement Amount to the Receiver as follows:

- a. Six Hundred Thousand Dollars (\$600,000.00) USD by July 3, 2025;
- b. Five Hundred Thousand Dollars (\$500,000.00) USD by August 15, 2025; and
- c. The remaining balance of Five Hundred Thousand Dollars (\$500,000.00) USD shall be paid by October 15, 2025.

Receiver shall accept the Settlement Amount from RadioMobile in full and final satisfaction of the Litigation.

2. Payment Instructions. Payment of the Settlement Amount shall be remitted via wire transfer, in immediately available funds, initiated by RadioMobile, using the instructions set forth on Exhibit A, attached hereto. Unless and until the Ontario Court has approved the Agreement, all payments shall be held in trust in the account set forth on Exhibit A.

3. Conveyance of Ioticiti's Shares in RadioMobile. Within ten (10) business days after the Effective Date (defined below), Receiver shall convey all of the Receiver's right, title and interest, if any, in the shares of RadioMobile currently held by Ioticiti to the Moores. Receiver shall use commercially reasonable best efforts to execute documents necessary to effectuate the transfer of the shares of RadioMobile.

4. Condition Precedent. The Parties understand that this Agreement shall not be effective unless and until the Ontario Court approves the terms of this Agreement and the Receiver receives the Settlement Amount (the "Effective Date"). Following the execution of this Agreement, Receiver shall diligently and expeditiously pursue approval of this agreement in the Ontario Court.

5. Dismissal of California Litigation. Within ten (10) business days of the Effective Date, the Parties shall dismiss their respective claims asserted in the California Litigation, with prejudice.

6. Dismissal of Ontario Litigation. Within ten (10) business days of the Effective Date, Ioticiti shall dismiss its claims asserted in the Ontario Litigation, with prejudice.

7. Release and Discharge in Favor of Receiver and Ioticiti. Upon the Effective Date, RadioMobile and the Moores, to the fullest extent allowed by law, on behalf of their owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them hereby release, remise, discharge, and forgive: (i) Receiver and its owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them; and (ii) Ioticiti and its owners, shareholders, members,

managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them from any and all claims, demands, causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses, fees, expenses, defenses, credits, deductions, setoffs, and recoupments of every type nature, description, or character arising out of or relating to the Litigation whether known or unknown, presently suspected or unsuspected, liquidated or unliquidated, contingent or non-contingent, relating to any event, occurrence, or non-event from the beginning of time through the date of this Agreement. Notwithstanding the foregoing, nothing herein releases the Receiver from its obligations under this Agreement.

8. Release and Discharge in Favor of RadioMobile and the Moores. Upon the Effective Date, Receiver and Iotciti, to the fullest extent allowed by law, on behalf of their respective owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, receivers, servants, and employees, and all entities claiming by, through, or under them hereby release, remise, discharge, and forgive (i) RadioMobile and its owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them and (ii) the Moores and their owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them from any and all claims, demands, causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses, fees, expenses, defenses, credits, deductions, setoffs, and recoupments of every type nature, description, or character arising out of or relating to the Litigation whether known or unknown, presently suspected or unsuspected, liquidated or unliquidated, contingent or non-contingent, relating to any event, occurrence, or non-event from the beginning of time through the date of this Agreement. Notwithstanding the foregoing, nothing herein releases RadioMobile or the Moores from their obligations under this Agreement.

9. Waiver of Civil Code Section 1542. With respect to the releases made by the Parties under this Agreement, the Parties waive the application and benefits of California Civil Code § 1542 and hereby verify that they have read and understand, with advice of legal counsel of their own choosing, the following provision of California Civil Code § 1542:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10. Covenant Not to Sue. Except for the rights and obligations set forth in this Agreement, each of the Parties, and on behalf of their owners, shareholders, members, managers, officers, directors, administrators, agents, partners, representatives, parents, affiliates, subsidiaries,

attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them, promises not to sue or proceed in any action, whether at law, in equity, by way of administrative hearing, or other legal action, to solicit others to institute any such actions or proceedings to benefit the Party or successors and assigns in interest thereof, or consult others in any actions or proceedings against the other Party, arising out of the Litigation, and any conduct and/or representations in connection therewith, or otherwise relating to the subject matter of the Litigation.

11. No Admission of Liability. Each Party to this Agreement agrees that the terms set forth herein are contractual and represent a good-faith compromise and settlement of disputed claims. Neither this Agreement nor any action taken in connection herewith shall be deemed an admission of liability on the part of any Party to this Agreement. Other than as necessary to enforce this Agreement, this Agreement, and the settlement provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding if offered to show, demonstrate, evidence or support a contention that any of the Parties acted illegally, improperly, or in breach of law, contract, or proper conduct.

12. Warranty of Capacity to Execute Agreement. Each Party represents and warrants that no other person or entity has any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that they have the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; that the individuals executing this Agreement have lawful authority and good right to execute the same; and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

13. Execution of Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signature of all the Parties reflected hereon as the signatories.

14. Entire Agreement and Successors in Interest. This Agreement constitutes the entire agreement between the Parties with respect to the matter set forth in it and all previous negotiations and representations are merged into this Agreement. This Agreement may only be amended upon written consent of the Parties. This Agreement shall be binding upon and inure to the benefit of each Parties' officers, directors, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants and employees.

15. Enforceability. The Parties agree that the Court shall maintain jurisdiction to enforce the terms of this Agreement which shall be fully enforceable by any party pursuant to California Code of Civil Procedure § 664.6.

16. Amendments. No amendments to any provision of this Agreement shall be valid unless the same shall be in writing and signed by the duly authorized representative of all Parties.

17. Preparation of Agreement. Each of the Parties, on their own behalf or through counsel, has participated in the preparation or review of this Agreement and has negotiated it. Therefore, this Agreement shall not be construed against any Party on the grounds of that Party's participation in the preparation of this Agreement.

18. Governing Law, Jurisdiction and Venue. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of California. In the event any Party institutes legal action arising out of or related to this Agreement, the Parties agree to irrevocably submit to the jurisdiction of the courts of the State of California, the United States District Court for the Southern District of California, and irrevocably agree that venue for any such action shall be in the county of San Diego, California, U.S.A. All Parties waive any objection to the jurisdiction of these courts or to venue in the county of San Diego, California, U.S.A.

19. Representation of Comprehension of Document. In entering this Agreement, the Parties represent that they consulted or had the opportunity to consult with legal counsel regarding the legal consequences of this Agreement, that the terms of the Agreement have been completely read and explained to each Party and their respective attorney, and that the terms of this Agreement are fully understood and voluntarily accepted by each Party.

20. Time. Time is of the essence of this Agreement.

21. Headings. All section headings are for reference only and are not intended to affect the interpretation of this Agreement.

22. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be fully enforceable as permitted by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement as of the date written above.

RECEIVER:

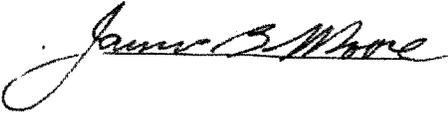
Russo Corp., by and through Joanne Russo, solely in her capacity as court-appointed receiver for Iotciti Networks, Inc.



JOANNE RUSSO

Digitally signed by Joanne Russo
DN: C=CA, O=Russo Corp,
CN=Joanne Russo,
E=russo@russocanhelp.com
Reason: I am approving this document
with my legally binding signature
Date: 2025.07.01 15:36:47-04'00'
Foxit PhantomPDF Version: 10.1.7

JIM MOORE:



KATHLEEN MOORE:



RADIOMOBILE, INC.:

By: 
Name: JAMES B. MOORE

Its: PRESIDENT, CEO

4907-5146-9646

[Signature Page to Settlement Agreement]

INTEL CENTERS INC et al.
Applicants

-and-

IOTICITI NETWORKS INC. et al.
Respondents
Court File No.: CV-24-00712995-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ORDER

SPETTER ZEITZ KLAIMAN PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5

IAN KLAIMAN
LSO No. 58955G
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Email: iklaiman@szklaw.ca

Lawyers for the Receiver,
Russo Corp.



SUPERIOR COURT OF JUSTICE
(Commercial list)

ENDORSEMENT

COURT FILE NO.: CV-24-00712995-00CL

DATE: July 24, 2025

NO. ON LIST: 3

TITLE OF PROCEEDING: **INTEL CENTERS INC. et al v. IOTICITI NETWORKS INC. et al**

BEFORE: **JUSTICE J.DIETRICH**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Ian Klaiman	Counsel to INTEL CENTERS INC. and RUSSO CORP - RECEIVER	iklaiman@szklaw.ca
Jakob Bogacki	Counsel for Receiver	jbogacki@szklaw.ca

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Nancy Tourgis	IOTICITI NETWORKS INC. et al	ntourgis@srtlegal.com

Other:

Name of Person Appearing	Name of Party	Contact Info
Joanne Russo	Receiver	russo@russocanhelp.com

ENDORSEMENT OF JUSTICE J. DIETRICH:

Introduction

[1] Russo Corp. as court-appointed investigatory and possessory receiver (the “**Receiver**”) over the property of Iotciti Networks Inc. (the “**Company**”) seeks an order:

- a. approving the Third Report of the Receiver dated July 17, 2025 (the “**Third Report**”), and the actions, activities, and conduct of the Receiver described therein;
- b. approving and authorizing the Receiver to enter into and carry out the terms of the Settlement Agreement entered into between the Receiver, RadioMobile, Inc. (“**Radio**”) and James Moore and Kathleen Moore (the “**Settlement Agreement**”);
- c. approving the Receiver’s disbursements in the amount of \$15,300.20 pertaining to its out-of-pocket expenses incurred with respect to the removal of equipment on the various sites located at the City of Vaughan; and
- d. authorizing the Receiver to enter into a mutual release with the City of Vaughan.

[2] The relief requested by the Receiver is not opposed.

[3] Defined terms used but not otherwise defined herein have the meaning provided to them in the factum of the Receiver filed on this motion.

Background

The Receivership

[4] Russo was appointed Receiver pursuant to the Order of the Justice Wilton-Siegel dated April 4, 2024 (the “**Receivership Order**”). The Receivership Order was made in the context of an application commenced by the Applicants alleging, among other things, oppressive conduct by the Respondents.

[5] The Receivership Order gave the Receiver, among other things, the power to settle, extend or compromise any indebtedness owing to the Company, and to settle or compromise any proceedings with respect to the Company.

The Settlement Agreement

[6] The Receiver discovered on January 19, 2025, that Radio commenced an action against the Company in May 2020 in the San Diego Superior Court in California, bearing case number 37-2020-00026032-CU-COCTL (the “**California Action**”). The Company answered the California Action and filed a Cross-Complaint against Radio.

[7] The issues in the California Action included (1) a debt that Radio owed to the Company of \$1,437,688.08 USD (the “**Debt**”), and (2) the Company’s agreement to forgive the Debt in consideration of the purchase of all outstanding shares in the capital of Radio for \$2,500,000.00 USD, by way of crediting the Debt against the purchase price and then paying the balance of the purchase price.

[8] During the five years since the California Action was commenced, the Company and Radio made efforts to settle the California Action. However, by March 2025, the Company’s counsel in California removed itself

from the record in the California Action, citing unpaid legal fees of over \$100,000 USD. As well, the Receiver was advised that the California Action would be dismissed if not brought to trial by July 24, 2025. The Receiver had a limited amount of funds available which was insufficient to retain new counsel for the California Action, which could be prolonged and expensive litigation.

[9] Following negotiations between the Receiver and Radio, the parties have agreed to enter into the Settlement Agreement on the following terms:

- a. Radio shall remit to the Receiver an aggregate of \$1,600,000.00 USD (the “Settlement Amount”) through the following payments: \$600,000.00 USD by July 3, 2025; \$500,000.00 USD by August 15, 2025; and \$500,000.00 USD by October 15, 2025.
- b. the Parties understand that the Settlement Agreement shall not be effective unless and until this Court approves the terms of the Settlement Agreement and the Receiver receives the Settlement Amount (the “Effective Date”).
- c. within ten (10) business days after the Effective Date, the Receiver is to convey all of the Receiver’s interest in the shares of Radio currently held by the Company to James Moore and Kathleen Moore.

[10] The Receiver received the first payment of \$600,000.00 USD, which is being held in trust by Canada Counsel.

The City of Vaughan

[11] The Company had one significant project with the City of Vaughan (the “**Project**”) and the contract for the Project (the “**Contract**”) was no longer being serviced by the Company. Certain equipment used to service the Contract, which was owned by the Company (the “**Equipment**”), remained in possession of the City of Vaughan at and after the time of the Appointment Order at ten (10) different locations within the City.

[12] Following the City of Vaughan seeking to terminate the Contract for cause, the Receiver negotiated an agreement with the City (the “**Vaughan Agreement**”) whereby the Receiver would invoice the City of Vaughan for the remaining months outstanding under the Contract, and these invoices would be paid subject to the Receiver removing of all the Equipment from all City of Vaughan locations at the Receiver’s expense and the Receiver ensuring that areas where the Equipment was situated were rehabilitated and restored to a condition satisfactory to the City of Vaughan.

[13] Pursuant to the Vaughan Agreement, (1) the City of Vaughan made payments of the accounts to the Receiver totaling \$33,900, (2) the Receiver retained the services of 1780618 Ontario Ltd. and paid it \$15,300.20 to safely remove the Equipment from each site location, and (3) the Receiver received site inspection approval from the Manager of Wastewater and Stormwater Services.

Issues

[14] The issues to be determined are, should the Court approve: a. the Settlement Agreement; b. the Receiver’s disbursement to remove the Equipment and the Receiver entering into a Mutual Release with the City of Vaughan; and c. the Third Report?

Analysis

Approval of the Settlement Agreement

[15] To determine whether to approve a settlement in the context of an insolvency proceeding, courts generally consider (1) whether the settlement is fair and reasonable, (2) whether it provides substantial benefits to other stakeholders, and (3) whether it is consistent with the purpose and spirit of the relevant insolvency legislation: see *Maple Bank GmbH (Re)*, 2016 ONSC 7218 at para 8.

[16] As set out in *IWHL Inc., Re*, 2011 ONSC 5672 [*IWHL*], in receiverships, the Court frames the test for settlement approval through the lens of the long-established *Soundair* principles: a. whether the party made a sufficient effort to obtain the best price and has not acted improvidently; b. the interests of all parties; c. the efficacy and integrity of the process by which the party obtained offers; and d. whether the working out of the process was unfair: see *Royal Bank of Canada v. Soundair Corp.*, 1991 CanLII 2727.

[17] In *IWHL* at para 6, the Court went on to note "Receivers will be acting providently and making enough effort to get the best price if they carefully consider the available information and use their expertise to determine how to maximize the value of those rights. When the Receiver is considering how to deal with a cause of action, the Receiver can meet its responsibility by settling the matter as long as the proposed compromise is commercially reasonable."

[18] I am satisfied in these circumstances the *Soundair* principles have been met and the Settlement Agreement should be approved.

[19] The Receiver did not accept the initial offer and the terms of the Settlement Agreement provide for a significantly greater amount than initially offered, and to be paid in a much shorter timeframe. The Receiver does not have the resources to continue California Action. There is no suggestion that the negotiation of the Settlement Agreement was not run with integrity. The Parties participated in this process and had counsel. No objections or concerns regarding the Settlement Agreement have been brought to the Receiver's attention. This settlement was negotiated in good faith.

Approval of the Receiver's disbursement to remove the Equipment & Mutual Release

[20] The Receiver seeks approval of the amount of \$15,300.20, paid to 1780618 Ontario Ltd. to remove the Equipment from various locations in the City of Vaughan. The general standard of review of the Court in reviewing the accounts of an insolvency professional is whether the amount claimed for remuneration and disbursements incurred in carrying out the receivership are "fair and reasonable", which should be assessed in a holistic manner, rather than a line-by-line review of dockets, hours, explanations or disbursements: see *Bank of Nova Scotia v. Diemer*, 2014 ONSC 365, para. 19, affirmed 2014 ONCA 851.

[21] This disbursement is fair and reasonable given the nature of these activities as set out in the Third Report and the terms of the Vaughan Agreement.

[22] Moreover, the terms of the Vaughan Agreement, to resolve the issue around the City of Vaughan's termination of the Contract, have been satisfied. The City of Vaughan has paid the outstanding accounts to the Receiver, on behalf of the Company, and the Receiver has removed the Equipment and received a site inspection approval from the City's Manager of Wastewater and Stormwater services. The execution of a Mutual Release with the City of Vaughan is consistent with the Vaughan Agreement and is approved.

Approval of Third Report

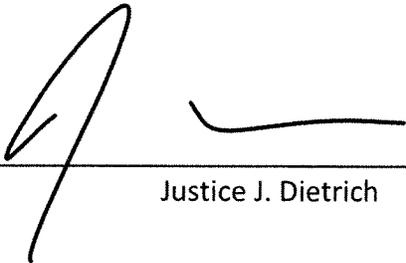
[23] The Receiver also seeks approval of the Third Report and the activities set out therein. The evidence is that the Receiver has carried out its duties in a reasonable and efficient manner, consistent with its powers.

There are no objections to the Third Report and accordingly it is approved. The draft order provides that only the Receiver may rely on such approval.

Disposition

[24] Order to go in the form signed by me this day.

July 24, 2025



Justice J. Dietrich

Settlement Agreement

Appendix "F"

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into on June 30, 2025 (the "Execution Date"), by and among (1) Russo Corp. by and through Joanne Russo solely in her capacity as receiver ("Receiver") for Iotociti Networks Inc., a Canadian corporation formerly known as Metro Connect International, Inc. ("Iotociti") and (2) RadioMobile, Inc., a California corporation ("RadioMobile"), and (3) James and Kathleen Moore, individuals (the "Moores"). Receiver, RadioMobile, and the Moorees are collectively referred to as the "Parties" or individually as a "Party."

RECITALS

A. On or about July 24, 2020, RadioMobile filed that certain *Complaint for Declaratory Relief* against Iotociti in the Superior Court of the State of California, County of San Diego, Central Division ("California Court") commencing Case No. 37-2020-00026032-CU-CO-CTL (the "California Litigation") wherein RadioMobile asserted a claim for Declaratory Relief against Iotociti.

B. On or about October 21, 2020, Iotociti asserted crossclaims in the California Litigation against RadioMobile and James Moore for breach of contract and declaratory relief and against James Moore for fraud.

C. On or about October 16, 2020, Iotociti, then known as Metro Connect International, Inc., filed a Statement of Claim in The Superior Court of Justice, Ontario, Court File No. CV-20-00002909-0000, asserting claims for declaratory relief, breach of contract, misrepresentation, and unjust enrichment against RadioMobile and the Moorees (the "Ontario Litigation") (together with the California Litigation, the "Litigation").

D. On April 4, 2024, the Ontario Superior Court of Justice Commercial List (the "Ontario Court") in that certain case identified as *Intel Centers Inc., et al., v. Iotociti Networks Inc.*, Case No. CV-24-00712995-00CL (the "Receivership Action") appointed Receiver as a court-appointed receiver over all assets and properties of Iotociti pursuant to that certain *Order (Appointing Receiver)*.

E. To avoid the uncertainties, inconvenience, and expense of ongoing Litigation and all other matters, issues, or disputes between the Parties, the Parties desire to enter into this Agreement in full settlement and discharge of all claims asserted in and related to the Litigation and all other matters between the Parties, upon the terms and conditions set forth below.

AGREEMENT

The Parties to this Agreement, personally or by and through their attorneys, intending to be legally bound, and in consideration of the mutual covenants and provisions contained in this Agreement, including the Recitals set forth above which are incorporated as if fully set forth herein, the receipt of which by each Party to this Agreement is expressly acknowledged, agree as follows:

1. Settlement Payment. RadioMobile shall remit to Receiver One Million and Six Hundred Thousand Dollars and No Cents (\$1,600,000.00) USD in full and final satisfaction of the Litigation (the "Settlement Amount"). RadioMobile shall pay the Settlement Amount to the Receiver as follows:

- a. Six Hundred Thousand Dollars (\$600,000.00) USD by July 3, 2025;
- b. Five Hundred Thousand Dollars (\$500,000.00) USD by August 15, 2025; and
- c. The remaining balance of Five Hundred Thousand Dollars (\$500,000.00) USD shall be paid by October 15, 2025.

Receiver shall accept the Settlement Amount from RadioMobile in full and final satisfaction of the Litigation.

2. Payment Instructions. Payment of the Settlement Amount shall be remitted via wire transfer, in immediately available funds, initiated by RadioMobile, using the instructions set forth on Exhibit A, attached hereto. Unless and until the Ontario Court has approved the Agreement, all payments shall be held in trust in the account set forth on Exhibit A.

3. Conveyance of Ioticiti's Shares in RadioMobile. Within ten (10) business days after the Effective Date (defined below), Receiver shall convey all of the Receiver's right, title and interest, if any, in the shares of RadioMobile currently held by Ioticiti to the Moores. Receiver shall use commercially reasonable best efforts to execute documents necessary to effectuate the transfer of the shares of RadioMobile.

4. Condition Precedent. The Parties understand that this Agreement shall not be effective unless and until the Ontario Court approves the terms of this Agreement and the Receiver receives the Settlement Amount (the "Effective Date"). Following the execution of this Agreement, Receiver shall diligently and expeditiously pursue approval of this agreement in the Ontario Court.

5. Dismissal of California Litigation. Within ten (10) business days of the Effective Date, the Parties shall dismiss their respective claims asserted in the California Litigation, with prejudice.

6. Dismissal of Ontario Litigation. Within ten (10) business days of the Effective Date, Ioticiti shall dismiss its claims asserted in the Ontario Litigation, with prejudice.

7. Release and Discharge in Favor of Receiver and Ioticiti. Upon the Effective Date, RadioMobile and the Moores, to the fullest extent allowed by law, on behalf of their owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them hereby release, remise, discharge, and forgive: (i) Receiver and its owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them; and (ii) Ioticiti and its owners, shareholders, members,

managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them from any and all claims, demands, causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses, fees, expenses, defenses, credits, deductions, setoffs, and recoupments of every type nature, description, or character arising out of or relating to the Litigation whether known or unknown, presently suspected or unsuspected, liquidated or unliquidated, contingent or non-contingent, relating to any event, occurrence, or non-event from the beginning of time through the date of this Agreement. Notwithstanding the foregoing, nothing herein releases the Receiver from its obligations under this Agreement.

8. Release and Discharge in Favor of RadioMobile and the Moores. Upon the Effective Date, Receiver and Ioticiti, to the fullest extent allowed by law, on behalf of their respective owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, receivers, servants, and employees, and all entities claiming by, through, or under them hereby release, remise, discharge, and forgive (i) RadioMobile and its owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them and (ii) the Moores and their owners, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them from any and all claims, demands, causes of action, debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses, fees, expenses, defenses, credits, deductions, setoffs, and recoupments of every type nature, description, or character arising out of or relating to the Litigation whether known or unknown, presently suspected or unsuspected, liquidated or unliquidated, contingent or non-contingent, relating to any event, occurrence, or non-event from the beginning of time through the date of this Agreement. Notwithstanding the foregoing, nothing herein releases RadioMobile or the Moores from their obligations under this Agreement.

9. Waiver of Civil Code Section 1542. With respect to the releases made by the Parties under this Agreement, the Parties waive the application and benefits of California Civil Code § 1542 and hereby verify that they have read and understand, with advice of legal counsel of their own choosing, the following provision of California Civil Code § 1542:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10. Covenant Not to Sue. Except for the rights and obligations set forth in this Agreement, each of the Parties, and on behalf of their owners, shareholders, members, managers, officers, directors, administrators, agents, partners, representatives, parents, affiliates, subsidiaries,

attorneys, executors, insurers, assigns, predecessors, successors, servants, and employees, and all entities claiming by, through, or under them, promises not to sue or proceed in any action, whether at law, in equity, by way of administrative hearing, or other legal action, to solicit others to institute any such actions or proceedings to benefit the Party or successors and assigns in interest thereof, or consult others in any actions or proceedings against the other Party, arising out of the Litigation, and any conduct and/or representations in connection therewith, or otherwise relating to the subject matter of the Litigation.

11. No Admission of Liability. Each Party to this Agreement agrees that the terms set forth herein are contractual and represent a good-faith compromise and settlement of disputed claims. Neither this Agreement nor any action taken in connection herewith shall be deemed an admission of liability on the part of any Party to this Agreement. Other than as necessary to enforce this Agreement, this Agreement, and the settlement provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding if offered to show, demonstrate, evidence or support a contention that any of the Parties acted illegally, improperly, or in breach of law, contract, or proper conduct.

12. Warranty of Capacity to Execute Agreement. Each Party represents and warrants that no other person or entity has any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that they have the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; that the individuals executing this Agreement have lawful authority and good right to execute the same; and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

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14. Entire Agreement and Successors in Interest. This Agreement constitutes the entire agreement between the Parties with respect to the matter set forth in it and all previous negotiations and representations are merged into this Agreement. This Agreement may only be amended upon written consent of the Parties. This Agreement shall be binding upon and inure to the benefit of each Parties' officers, directors, shareholders, members, managers, administrators, agents, partners, representatives, parents, affiliates, subsidiaries, attorneys, executors, insurers, assigns, predecessors, successors, servants and employees.

15. Enforceability. The Parties agree that the Court shall maintain jurisdiction to enforce the terms of this Agreement which shall be fully enforceable by any party pursuant to California Code of Civil Procedure § 664.6.

16. Amendments. No amendments to any provision of this Agreement shall be valid unless the same shall be in writing and signed by the duly authorized representative of all Parties.

17. Preparation of Agreement. Each of the Parties, on their own behalf or through counsel, has participated in the preparation or review of this Agreement and has negotiated it. Therefore, this Agreement shall not be construed against any Party on the grounds of that Party's participation in the preparation of this Agreement.

18. Governing Law, Jurisdiction and Venue. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of California. In the event any Party institutes legal action arising out of or related to this Agreement, the Parties agree to irrevocably submit to the jurisdiction of the courts of the State of California, the United States District Court for the Southern District of California, and irrevocably agree that venue for any such action shall be in the county of San Diego, California, U.S.A. All Parties waive any objection to the jurisdiction of these courts or to venue in the county of San Diego, California, U.S.A.

19. Representation of Comprehension of Document. In entering this Agreement, the Parties represent that they consulted or had the opportunity to consult with legal counsel regarding the legal consequences of this Agreement, that the terms of the Agreement have been completely read and explained to each Party and their respective attorney, and that the terms of this Agreement are fully understood and voluntarily accepted by each Party.

20. Time. Time is of the essence of this Agreement.

21. Headings. All section headings are for reference only and are not intended to affect the interpretation of this Agreement.

22. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be fully enforceable as permitted by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement as of the date written above.

RECEIVER:

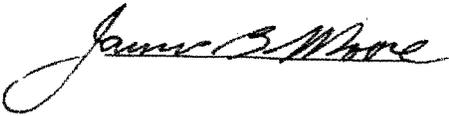
Russo Corp., by and through Joanne Russo, solely in her capacity as court-appointed receiver for Iotciti Networks, Inc.



JOANNE RUSSO

Digitally signed by Joanne Russo
DN: C=CA, O=Russo Corp,
CN=Joanne Russo,
E=russo@russocanhelp.com
Reason: I am approving this document
with my legally binding signature
Date: 2025.07.01 15:36:47-04'00'
Foxit PhantomPDF Version: 10.1.7

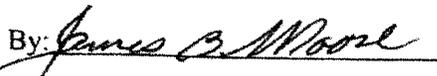
JIM MOORE:



KATHLEEN MOORE:



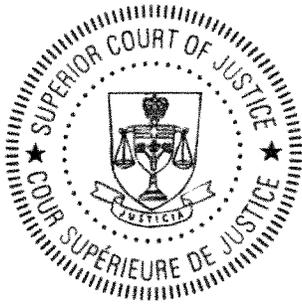
RADIOMOBILE, INC.:

By: 
Name: JAMES B. MOORE

Its: PRESIDENT, CEO

Statement of Claim

Appendix "G"



Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

Electronically issued : 16-Oct-2020
Délivré par voie électronique
Newmarket

METRO CONNECT INTERNATIONAL, INC.

Plaintiff

- and -

RADIOMOBILE, INC., JAMES MOORE and KATHLEEN MOORE

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES,

LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Dated: October 16, 2020

Issued by _____

Local Registrar

Address of
court office: Superior Court of Justice
50 Eagle St W
Newmarket, Ontario L3Y 6B1
Canada

TO: RADIOMOBILE, INC.
8801 Kenamar Dr.
San Diego, California 92121
United States of America

JAMES MOORE
4932 Hidden Dune Court
San Diego, California 92130
United States of America

KATHLEEN MOORE
4932 Hidden Dune Court
San Diego, California 92130
United States of America

CLAIM

1. The plaintiff seeks:

(a) From the defendants, RadioMobile Inc. (“**RadioMobile**”), James Moore (“**Mr. Moore**”) and Kathleen Moore (“**Mrs. Moore**,” collectively the “**Moores**”):

(i) A declaration that the Share Purchase Agreement (as further described below and as amended), remains a valid and binding contract; and

(ii) An interim, interlocutory and/or permanent mandatory order for specific performance requiring the defendants to comply with their obligations under the Share Purchase Agreement, including:

(1) Fulfil all due diligence requirements as provided for under the Share Purchase Agreement (as amended); and

(2) If the due diligence requirements are satisfied, proceed with the completion of the sale of RadioMobile; or

(3) If the due diligence requirements are not satisfied, return all consideration given by the Plaintiff for the sale, as provided for in the Share Purchase Agreement (as amended), in an amount of USD \$1,725,000.00;

(b) In the alternative, from the Moores, for breach of contract, misrepresentation and unjust enrichment:

(i) General damages in the amount of USD \$1,725,000.00; and

- (ii) Special damages in an amount to be particularized prior to trial.
- (c) Prejudgment and postjudgment interest in accordance with the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (as amended);
- (d) Costs of this action on a substantial indemnity basis, together with applicable taxes; and
- (e) Such further and other relief, including any declaratory and equitable relief, as counsel may advise and this Honourable Court deems just.

OVERVIEW

2. The plaintiff made numerous loans to RadioMobile pursuant to written promissory notes and security agreements as well as guaranty agreements executed by Mr. Moore as continuing security for the payment of RadioMobile's obligations to the plaintiff. The amount of these loans was USD \$1,070,000.
3. RadioMobile was unable to repay the amounts owed to the plaintiff. Accordingly, in lieu of repaying the debts owed to the plaintiff, the parties entered into an agreement (the "**Share Purchase Agreement**") whereby the plaintiff would purchase 100% of the shares of RadioMobile, in return for consideration of USD \$2,500,000. It was agreed and understood that the amount loaned by the plaintiff at the time, USD \$1,070,000, was to be credited against the total purchase price. The parties also agreed that such further amounts or value that might be advanced by the plaintiff to the defendants would also be credited as against the final purchase price. The parties also agreed that the sale was subject to various due diligence requirements. After entering into the Share Purchase

Agreement, the defendants requested that the plaintiff loan additional money to RadioMobile. These monies, likewise, were to be credited against the balance of the purchase price. In addition, these debts were personally guaranteed by Mr. Moore.

4. In total, the plaintiff loaned USD \$1,725,000 to RadioMobile. This entire amount was to be credited against the purchase price under the Share Purchase Agreement.
5. The parties commenced the process of completing the sale. At the request of the defendants, the closing was delayed. At no time did the parties agree to terminate the sale. At no time did the Moores deliver a notice to the plaintiff repudiating the agreement.
6. However, by way of a proceeding launched in the State of California, the defendants have now indicated that they do not intend to complete the sale or repay their debts. The plaintiff seeks an order compelling the defendants to comply with their obligations pursuant to the Share Purchase Agreement, and proceed with the transaction.
7. In the alternative, by failing to perform their obligations under the Share Purchase Agreement, the defendants have breached their contractual obligations.
8. In the further alternative, the defendants engaged in misrepresentation in order to induce the plaintiff to make numerous loans to RadioMobile, when the defendants had no intention of completing the sale.
9. In the further alternative, the defendants were unjustly enriched, to the detriment of the plaintiff, as a result of their acts and/or omissions, and their statements.

PARTIES

10. Metro Connect International, Inc. ("**Metro Connect**" or the "**Plaintiff**") is incorporated pursuant to the laws of Ontario and has its head office in Markham, Ontario. Metro Connect offers high-speed internet connections to Wi-Fi enabled devices by establishing multiple Wi-Fi hotspots that mesh to cover entire metropolitan areas.
11. RadioMobile is incorporated in the state of California and has its principal place of business in San Diego, California. RadioMobile provides end-to-end dispatch and mobile management data solutions to businesses and government agencies.
12. Mr. Moore is a resident of California, the President and CEO of RadioMobile, party to the Share Purchase Agreement, and party to the guaranty agreements, acknowledgements, promissory notes and other written agreements related to the loans made by Metro Connect to RadioMobile.
13. Mrs. Moore is a resident of California, and party to the Share Purchase Agreement.
14. Together, the Moores held 100% of the shares of RadioMobile.

LOANS AND GUARANTEES

15. Metro Connect first worked with RadioMobile in or about 2012. At the beginning of the parties' relationship, Metro Connect believed in RadioMobile and the Moores, and wanted to support the development of RadioMobile's technology. It advanced funds to the company, which desperately needed the money.

16. Metro Connect made numerous loans to RadioMobile, at Mr. Moore's request and secured by his personal guarantees. In doing so, Metro Connect reasonably relied on Mr. Moore's and RadioMobile's promises of repayment, which were repeatedly documented in binding promissory notes, security agreements, guaranty agreements, and letters from counsel. Ultimately, it relied on these promises to its detriment.
17. The loans made by Metro Connect to RadioMobile in 2014 and 2015 and the corresponding guarantees and promissory notes provided by Mr. Moore are summarised below.
 - (i) In 2014, at Mr. Moore's request, Metro Connect loaned money to RadioMobile in the amounts of USD \$40,000, USD \$20,000, USD \$50,000, and USD \$100,000 pursuant to written security agreements dated January 30, 2014 and December 3, 2014, and promissory notes dated January 30, 2014, May 2, 2014, June 3, 2014, and December 3, 2014. Moreover, on December 3, 2014, Mr. Moore executed a "Guaranty Agreement".
 - (ii) In 2015, once more at Mr. Moore's request, and in reliance on existing and additional guaranty agreements executed by Mr. Moore to personally guarantee RadioMobile's obligations, Metro Connect loaned an additional USD \$125,000 to RadioMobile on or about April 24, 2015, an additional USD \$40,000 on or about May 12, 2015, an additional USD \$50,000 on or about June 12, 2015, an additional \$50,000 on or about June 30, 2015, an additional USD \$100,000 on or about July 10, 2015, and an additional USD \$75,000 on or about July 31, 2015. In

connection with the USD \$125,000 loan issued in April 2015, Mr. Moore executed an additional Guaranty Agreement dated April 24, 2015.

- (iii) Subsequently in 2015, at Mr. Moore's request, and in reliance on existing and additional guaranty agreements executed by Mr. Moore to personally guarantee RadioMobile's obligations, Metro Connect loaned an additional USD \$100,000 to RadioMobile on or about August 31, 2015, an additional USD \$40,000 on or about September 21, 2015, an additional USD \$100,000 on or about October 1, 2015, an additional USD \$30,000 on or about October 21, 2015, an additional USD \$50,000 on or about November 6, 2015, an additional USD \$50,000 on or about November 20, 2015, and an additional USD \$50,000 on or about December 4, 2015. RadioMobile's further indebtedness to Metro Connect was evidenced and secured by written promissory notes executed by Mr. Moore.
18. By December 4, 2015, Metro Connect had loaned RadioMobile approximately USD \$1,070,000, secured by promissory notes, security agreements, and guaranty agreements.

SHARE PURCHASE AGREEMENT

19. It became clear, at this time, that RadioMobile continued to be in financial distress and was unable to repay the monies advanced by Metro Connect. Accordingly, rather than repaying these loans, the parties agreed that Metro Connect would purchase all the shares in RadioMobile, with the loan amounts outstanding to be applied toward the purchase price.

20. In or about July 8, 2015, RadioMobile issued 250 of its outstanding shares to the Plaintiff.
21. In or about December 4, 2015, the Moores and the Plaintiff entered into the Share Purchase Agreement for the latter to purchase 100% of RadioMobile's shares for the price of USD \$2,500,000. The parties did so with the assistance of independent legal counsel.
22. Pursuant to the Share Purchase Agreement, the funds loaned by Metro Connect (which, at the time, amounted to USD \$1,070,000) were to be credited against the total purchase price of USD \$2,500,000. The balance of the purchase price was to be paid on the closing of the transaction.
23. In addition, Metro Connect was entitled to receive, on closing, a credit for further, accrued and unpaid interest on the monies advanced to RadioMobile.
24. Under the Share Purchase Agreement, the Moores provided specific representations and warranties to Metro Connect, which the latter completely relied upon and but for such representations and warranties, Metro Connect would not have entered into such agreement. These representations and warranties concern, for example, the truth and accuracy of RadioMobile's financial statements, books and records; the very documents that Metro Connect sought to examine in its due diligence exercise.
25. The Moores are also obligated under the Share Purchase Agreement to furnish evidence and deliver certain documents to Metro Connect.

26. The closing of the transaction was contingent on the successful completion of this due diligence exercise, and the delivery of necessary evidences and records ascertaining the truth and accuracy of these representations and warranties.
27. The Share Purchase Agreement also provided that it would be “*governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.*”
28. The Share Purchase Agreement remains valid, binding, and in effect.

ADDITIONAL LOANS AND GUARANTEES

29. Shortly after the parties entered the Share Purchase Agreement, Mr. Moore asked Metro Connect to loan additional money to RadioMobile. As before, these new loans were personally guaranteed by Mr. Moore, and by the further agreement of the parties, were to be credited (including accrued but unpaid interest) against the balance of the purchase price due upon the closing of Metro Connect’s purchase of 100% of the shares of RadioMobile.
30. By 2016, Metro Connect had loaned approximately USD \$1,200,000 to RadioMobile, but had received zero repayment. Accordingly, Metro Connect sought additional security and guarantees before advancing yet more money to the defendants. The additional security and guarantees provided by Mr. Moore are summarised below.
- (i) On January 22, 2016, Moore executed an “*Acknowledgment Re: Metro Connect International, Inc. (the ‘Lender’) loan to RadioMobile, Inc. (the ‘Loan Obligant’)*”

and personal guaranteed by James B. Moore (the ‘Guarantor’)” (hereafter, the “**Acknowledgment**”). In the Acknowledgement, Mr. Moore confirmed and agreed that the prior security agreements, guaranty agreements, and promissory notes described in Schedule A to the Acknowledgment remained in full force and effect, and applied and extended to the further loans which had been made.

- (ii) On January 22, 2016, Mr. Moore also executed an “*Acknowledgment Re: Advance*”. In this second acknowledgment, Mr. Moore affirmed that “*the total indebtedness to [Metro Connect] as of the date of this Acknowledgment is \$1,200,000.00 as evidenced by*” the promissory notes identified in the acknowledgment.
- (iii) Mr. Moore also executed a Security Agreement dated January 22, 2016, granting Metro Connect a security interest in RadioMobile “[a]s *security for all Obligations,*” including the prior promissory notes listed in the Security Agreement.

AMENDED AND RESTATED SHARE PURCHASE AGREEMENT AND STOCK CERTIFICATE

- 31. At all times, Metro Connect performed its obligations under the Share Purchase Agreement and remained prepared to close the transaction on the agreed-upon date, upon the successful completion of the due diligence exercise.
- 32. However, the Moores delayed in providing the evidences and information required to enable Metro Connect to complete its due diligence. They further refused to close the

transaction on the agreed-upon date and requested an extension of time. As a result, work on the transaction stalled and the closing of the Share Purchase Agreement was delayed. All the while, Metro Connect continued to advance money to RadioMobile.

33. Upon receiving written assurances from the defendants' legal counsel, on which Metro Connect reasonably relied, the parties negotiated an Amended and Restated Share Purchase Agreement dated March 17, 2016 ("**Amended and Restated Share Purchase Agreement**") extending the closing date for the sale and reflecting the further monies advanced by the Plaintiff. These monies were, likewise, to be credited against the purchase price for the sale of RadioMobile's shares. The amount that the parties stated as the consideration as of the date of this agreement was USD \$1,437,688.08.
34. The amount that the parties stated as the balance of monies owed to date to the Plaintiff, which formed the consideration in the Amended and Restated Share Purchase Agreement, was USD \$1,437,688.08.
35. The balance of any amount owing by the Plaintiff on account of the sale was based on a promissory note. That promissory note was in an amount USD \$1,062,311.92. The two amounts (amounts paid to date plus the promissory note) totalled the USD \$2.5 million purchase price. The promissory note, referenced at paragraph 4.1 of the amended agreement, stated that it was to be governed by the laws of Ontario and that the parties attorned to the courts of Ontario.
36. The same legal counsel for the defendants wrote to Metro Connect again in a letter dated April 8, 2016 to confirm that the Share Purchase Agreement, the Amended and

Restated Share Purchase Agreement, and various Security Agreements each constituted legal, valid, and binding obligations.

37. On the same date, the Moores executed a stock certificate stating that Metro Connect was the registered holder of 1,000 shares of RadioMobile, and provided this certificate to Metro Connect in escrow. Metro Connect therefore holds 100% of the shares of RadioMobile
38. The Plaintiff continued to pay amounts on account of this promissory note until the defendants began to renege on their obligations under the Amended and Restated Share Purchase Agreement. The Plaintiff paid a total amount of USD \$1,725,000 to the defendants, before pausing further payments.
39. Thereafter, the parties continued to dialogue. By this time, the closing was all but complete; the Plaintiff had in its possession the shares of the corporation, and the defendants had consideration in an amount of USD \$1,725,000.
40. It was not until the recent filing of an action in California, in which the defendants stated that they considered the transaction to be at an end, that the Plaintiff knew that the defendants had no intent to close.

DEFENDANTS' MISCONDUCT

41. Soon after entering into the Amended and Restated Share Purchase Agreement, the defendants resumed their pattern of misconduct. Rather than performing their remaining obligations under the binding Share Purchase Agreement (as amended), the defendants delayed, and acted in a manner aimed at renegeing on their promises.

42. Despite repeated requests, the defendants refused to provide information and documents requested by Metro Connect in order to complete the remaining due diligence exercise and to close the sale of shares under the Share Purchase Agreement (as amended). As a result, Metro Connect remained unable to complete the necessary due diligence in order to close the sale.
43. In a letter dated October 24, 2018, Mr. Moore proposed several alternatives for “convert[ing]” Metro Connect’s “investment” or for repaying Metro Connect’s loans “plus 10% interest in full”. Notably, while Mr. Moore offered to pay back the loans, he admitted that he did not have the funds to do so.
44. Metro Connect never agreed to any of Mr. Moore’s proposals.
45. In July 2020, the defendants launched an action in the State of California, in which the defendants have now stated in a legal proceeding that they do not intend to complete the sale.

MANDATORY ORDER

46. The Share Purchase Agreement (as amended) constitutes a valid and binding contract, which remains in full force and effect. Neither party has taken steps to terminate the agreement. While the defendants purported to unilaterally modify the terms of this contract, these proposed changes were not accepted by Metro Connect.
47. The defendants have failed to honour their obligations under the Share Purchase Agreement (as amended).

48. The defendants have refused to provide the necessary documents and information to enable Metro Connect to conduct due diligence in respect of the transaction. While Metro Connect has begun the work required to complete this due diligence, as a result of the defendants' misconduct, it has been unable to complete this work. By their acts and/or omissions, the defendants have sought to hinder Metro Connect's attempts to conduct this due diligence, at every step.
49. Metro Connect hereby requests an interim, interlocutory or permanent mandatory order for specific performance compelling the defendants to perform their obligations under the Share Purchase Agreement (as amended), in order to complete the transaction.
50. This includes, but is not limited to:
 - (a) Making RadioMobile's books and records available to the Plaintiff for inspection to enable Metro Connect to complete its due diligence in respect of the transaction, to demonstrate that there has been no material change of circumstance to the business, and that all representations and warranties continue to be accurate; and
 - (b) If the due diligence requirements are satisfied, compelling the defendants to proceed with the closing of the sale; or
 - (c) Alternatively, if the due diligence requirements are *not* satisfied, requiring the defendants to return the amounts advanced by the Plaintiff in consideration for the sale, by way of payment forthwith by the defendants to the plaintiff, with interest, and providing for the return of the shares to the defendants.

BREACH OF CONTRACT

51. In the alternative, Metro Connect is entitled to the immediate repayment of the monies advanced to RadioMobile, in the amount of USD \$1,725,000 plus interest.
52. By refusing to close the transaction and failing to perform the due diligence requirements under the Share Purchase Agreement (as amended), the defendants have breached their contractual obligations.
53. As a result of the defendants' breach, Metro Connect has been deprived of the consideration it was promised under the Share Purchase Agreement (as amended). The defendants ought not to be allowed to retain the consideration paid by Metro Connect on account of the transaction.
54. Moreover, the defendants have breached their duty to perform their contractual obligations honestly and in good faith. The Plaintiff pleads and relies on the doctrine of honest and good faith contractual performance, as set out in the Supreme Court of Canada's ruling in *Bhasin v. Hrynew*.

MISREPRESENTATION

55. Further, or in the alternative, the defendants used the promises and representations detailed above to induce Metro Connect to loan USD \$1,725,000 to RadioMobile, which the defendants never intended to repay.

56. In reliance on these promises and representations, Metro Connect loaned USD \$1,725,000 to RadioMobile and entered into the Share Purchase Agreement (as amended).
57. However, the defendants never completed the sale of the shares of RadioMobile.
58. As a result of these misrepresentations, Metro Connect has suffered losses in the amount of USD \$1,725,000, plus interest.

UNJUST ENRICHMENT

59. Further or in the alternative, RadioMobile was unjustly enriched as a result of its acts and/or omissions, at the expense and to the detriment of the Plaintiff.
60. There was no juristic reason for this enrichment. Metro Connect advanced the monies to RadioMobile in good faith. In doing so, it reasonably expected that these loans would be credited toward a purchase of 100% of the shares in RadioMobile. By refusing to complete the transaction pursuant to the Share Purchase Agreement (as amended), the defendants have repudiated the parties' agreement.
61. RadioMobile accepted the benefit of the loans and was enriched by them. Nevertheless, the defendants refused complete the transaction, in consideration for these loans.
62. As a result, Metro Connect has been correspondingly deprived of the value of these loans in the amount of USD \$1,725,000 plus interest.
63. The Plaintiff pleads and relies on the doctrine of unjust enrichment.

MISCELLANEOUS

64. As this action against the defendants consist of claims in respect of the Share Purchase Agreement, which contains a provision that the governing law is the laws of Canada and the Province of Ontario and that the parties have irrevocably agreed to the jurisdiction of the courts of the Province of Ontario, as well as the Amended and Restated Share Purchase Agreement, and the promissory note referred to therein at article 4.1, both of which contain a similar provision, Rule 17.02 of *Rules of Civil Procedure*, R.R.O. 1990, Ont. Reg. 194 is satisfied. Moreover, the Plaintiff, a party to the Share Purchase Agreement and the Amended and Restated Share Purchase Agreement, and the promissory note referred to at article 4.1 therein, is incorporated in Ontario.
65. The defendants have commenced an action in the state of California, in relation to their relationship with the Plaintiff, and in doing so have stated that they are not advancing an action under the Share Purchase Agreement (as amended). Any action regarding the Share Purchase Agreement (as amended) must be heard in Ontario, due to the forum clause and choice of law clause contained in that agreement. Accordingly, the issues raised herein are properly before this court.
66. The Plaintiff proposes that this action be tried in Newmarket.

October 16, 2020

FASKEN MARTINEAU DUMOULIN LLP

Lawyers
Suite 1300
55 Metcalfe Street
Ottawa, Ontario
K1P 6L5

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pmantas@fasken.com

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gcyr@fasken.com

Nabila Abdul Malik (LSO #78633B)

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nabdulmalik@fasken.com

Lawyers for the Plaintiff

METRO CONNECT INTERNATIONAL, INC.

- and -

RADIOMOBILE, INC., JAMES MOORE and KATHLEEN MOORE

Plaintiff

Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at NEWMARKET

STATEMENT OF CLAIM

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nabulmalik@fasken.com

Lawyers for the Plaintiff

Affidavit of Service
Appendix "H"

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

METRO CONNECT INTERNATIONAL, INC.

Plaintiff

- and -

RADIOMOBILE, INC., JAMES MOORE and KATHLEEN MOORE

Defendants

AFFIDAVIT OF SERVICE

I, Nabila Abdul Malik, of the City of Sherbrooke, in the Province of Quebec, MAKE
OATH AND SAY:

1. I am a lawyer with the law firm Fasken Martineau DuMoulin LLP, which act as counsel for Metro Connect International Inc. ("**Plaintiff**"), and as such, I have knowledge of the following matters.
2. I was informed by the Plaintiff's U.S. legal counsel that the parties have agreed that the Canadian counsel of Radiomobile, Inc., James Moore and Kathleen Moore ("**Defendants**"), namely Kyle M Lambert, a lawyer at McMillan LLP, will accept service by email on behalf of the Defendants.

3. I served the Defendants with the Statement of Claim of the Plaintiff by sending a copy by email to the Defendants' counsel, Mr. Lambert, at his email address kyle.lambert@mcmillan.ca on November 30, 2020.

4. A true copy of the email correspondence sent to the Defendants' counsel is attached hereto as **Exhibit "A"**.

SWORN REMOTELY by Nabila Abdul)
Malik of the City of Sherbrooke, in the)
Province of Quebec, before me at the City of)
Ottawa in the Province of Ontario on)
December 4, 2020, in accordance with O.)
Reg. 431/20, Administering Oath or Declar-)
ation remotely.

LSO #74402W

DocuSigned by:
Stacey Smydo
1FFB9FB55FCD426...

Commissioner for Taking Affidavits

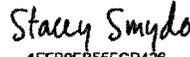
DocuSigned by:

Nabila Abdul Malik
542EEC9E48064D0...

NABILA ABDUL MALIK

This is Exhibit "A" referred to in the
Affidavit of Nabila Abdul Malik of the City
Sherbrooke, in the Province of Quebec
sworn remotely before me
in the City of Ottawa, in the Province of Ontario,
this 4th day of December, 2020 in accordance
with O. Reg. 431/20, Administering Oath or Declaration remotely.

LSO#74402W

DocuSigned by:

1FFB9FB55FCD426...

Commissioner for Taking Affidavits (or as may be)

Subject: [EXT] RE: Metro Connect International Inc. v. RadioMobile Inc. et al.
Date: Wednesday, December 2, 2020 at 11:38:19 AM Eastern Standard Time
From: Kyle M. Lambert
To: Nabila Abdul Malik
CC: Peter Mantas, kodonnell@jonesday.com, Gabrielle Cyr, Travis Anderson
Attachments: image007.jpg, image008.jpg, image009.png, image010.jpg, image011.jpg, image001.gif

I confirm acceptance of service.

Regards,

mcmillan

Kyle M Lambert

Partner / Associé
d 613.691.6117
kyle.lambert@mcmillan.ca

Assistant: Melissa Voros | 613.691.6144 | Melissa.voros@mcmillan.ca

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Please consider the environment before printing this e-mail.

From: Nabila Abdul Malik <nabdulmalik@fasken.com>
Sent: Monday, November 30, 2020 3:01 PM
To: Kyle M. Lambert <kyle.lambert@mcmillan.ca>
Cc: Peter Mantas <pmantas@fasken.com>; kodonnell@jonesday.com; Gabrielle Cyr <gcyr@fasken.com>
Subject: Re: Metro Connect International Inc. v. RadioMobile Inc. et al.

Dear counsel,

Please see attached.

Kind regards,



Nabila Abdul Malik
ASSOCIATE

FASKEN

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55 Metcalfe Street, Suite 1300, Ottawa, Ontario K1P 6L5

From: Gabrielle Cyr <gcyr@fasken.com>
Date: Friday, October 16, 2020 at 9:33 PM
To: "kyle.lambert@mcmillan.ca" <kyle.lambert@mcmillan.ca>
Cc: Peter Mantas <pmantas@fasken.com>, Nabila Abdul Malik <nabdulmalik@fasken.com>, "kodonnell@jonesday.com" <kodonnell@jonesday.com>
Subject: Metro Connect International Inc. v. RadioMobile Inc. et al.

Dear counsel,

Please see attached.

Kind regards,



FASKEN

Fasken Martineau DuMoulin LLP
T. +1 613 696 6902 | F. +1 613 230 6423
gcyr@fasken.com | www.fasken.com/en/gabrielle-cyr
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Fasken has a COVID-19 management plan in place. We prioritize maintaining a safe workplace; encourage social distancing and uphold privacy and confidentiality for those we work with. We have reduced the need to attend our offices to necessary visits, and are minimizing in-person meetings. We have enhanced digital communications with you through telephone & web conferencing, secure email, Fasken Edge, etc.

Please do not visit our offices without an appointment in advance; and please excuse us if we do not shake your hand. In the event the risk of COVID-19 increases and affects our ability to provide legal services or representation, we will make the best arrangements within our power to obtain time extensions and/or adjournments. We appreciate your understanding.

> [COVID-19 Resource Centre for Businesses](#)

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Fasken dispose d'un plan de gestion de la situation en lien avec la COVID-19. Notre priorité est de maintenir un milieu de travail sécuritaire, d'encourager la distanciation sociale et d'assurer la protection des renseignements personnels et de la confidentialité au nom des personnes pour lesquelles nous travaillons. Nous avons réduit le nombre de visites nécessaires à nos bureaux et réduit au strict minimum les réunions en personne. Nous avons amélioré les communications numériques par téléphone, par vidéoconférence, par courrier électronique sécurisé, par l'intermédiaire de Fasken Plus, etc.

Nous vous prions de ne pas vous présenter au bureau sans rendez-vous et veuillez nous excuser d'avance si nous ne vous serrons pas la main. Si le risque de propagation du virus COVID-19 augmente et atteint notre capacité à fournir des services juridiques ou de représenter nos clients, nous ferons tout en notre pouvoir pour prendre les meilleures dispositions afin d'obtenir des reports et/ou des ajournements. Nous vous remercions pour votre compréhension.

> [Centre de ressources sur la COVID-19 pour les entreprises](#)

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FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
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November 30, 2020

Peter N. Mantas

Of the Bars of Ontario and New York
Toronto +1 416 865 4469
pmantas@fasken.com

BY EMAIL

Kyle Lambert
McMillan LLP
World Exchange Plaza, Suite 2000
45 O'Connor Street
Ottawa, ON K1P 1A4

Dear Mr. Lambert:

Re: Metro Connect International Inc. v. RadioMobile Inc. et al.

As you already know, we are counsel for Metro Connect International Inc. ("**Metro Connect**") in connection with the above-referenced matter.

Please find enclosed for service the Statement of Claim of Metro Connect, which was issued in the Ontario courts on October 16, 2020 and sent to you in a separate correspondence also dated October 16, 2020. We have been advised by our client's US legal counsel that the parties have agreed that you will accept service by email on behalf of RadioMobile, Inc., James Moore and Kathleen Moore.

We look forward to your prompt response and confirmation.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP



Peter N. Mantas

Encls. Statement of Claim
cc Kelly V. O'Donnell, Jones Day



METRO CONNECT INTERNATIONAL, INC.

- and -

RADIOMOBILE, INC., JAMES MOORE and KATHLEEN MOORE

Plaintiff

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at NEWMARKET

AFFIDAVIT OF SERVICE

FASKEN MARTINEAU DUMOULIN LLP

Lawyers

Suite 1300, 55 Metcalfe Street

Ottawa, ON K1P 6L5

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Nabila Abdul Malik (LSO #78633B)

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Fax: 613 230 6423

nabdulmalik@fasken.com

Lawyers for the Plaintiff

Receiver's Trust Ledger

Appendix "I"

Estate General Ledger Report

Other

Estate Name: IOTICITI NETWORKS INC.

Date Of Insolvency: 04-Apr-2024

Estate Number: 31-459863

File Name: IOTICITI NETWORKS INC.

Administration: Corporate, Receivership

Account Type: Estate Account - VB, 10008, 7722592;

Date	Cheque Received from / Deposit # / Payee	Deposit Date	Disbursements \$ (DEBITS)	Receipts \$ (CREDITS)	Balance
Account #: 10025 - Guarantee by Third Party					
31-Jan-2024	Cheque - Guarantee of Third party fund (Applicant) Spetter, Zeitz, Klaiman			9,822.52	9,822.52
29-May-2025	00002 - Guarantee - Cash - guarantee of funds re USA legal fees retainer italo and silvano	29-May-2025		2,500.00	12,322.52
29-May-2025	00003 - Third Party - Cheque - Transferred from third party- Brian ONeil legal fees USA legal retainer fees	29-May-2025		2,000.00	14,322.52
			Balance:	(CR)	14,322.52
Account #: 12125 - Accounts receivable					
25-Nov-2024	00001 - City of Vaughan - Cheque - City of Vaughan Accounts receivable	25-Nov-2024		33,900.00	33,900.00
09-Jul-2025	00004 - IOTICITI NETWORKS INC. - Direct Deposit / EFT - Radio Mobile- Settlement - Part 1	09-Jul-2025		820,740.00	854,640.00
11-Aug-2025	00005 - Radio Mobile - Direct Deposit / EFT - radio mobile settlement	11-Aug-2025		684,462.70	1,539,102.70
07-Oct-2025	Accrual - IOTICITI NETWORKS INC. - Cheque - estimated last settlement funds (500USA)			684,462.70	2,223,565.40
			Balance:	(CR)	2,223,565.40
Account #: 32000 - Interest allocation					
31-Dec-2024	IA-2024-12-30 - Interest Allocation	31-Dec-2024		12.13	12.13
31-Jan-2025	IA-2025-01-30 - Interest Allocation	31-Jan-2025		53.61	65.74
03-Feb-2025	IA-2025-02-28 - Interest Allocation	03-Feb-2025		48.21	113.95
31-Mar-2025	IA-2025-03-30 - Interest Allocation	31-Mar-2025		37.59	151.54
30-Apr-2025	IA-2025-04-30 - Interest Allocation	30-Apr-2025		37.28	188.82
31-May-2025	IA-2025-05-30 - Interest Allocation	31-May-2025		33.44	222.26
30-Jun-2025	IA-2025-06-30 - Interest Allocation	30-Jun-2025		34.89	257.15
31-Jul-2025	IA-2025-08-30 - Interest Allocation	31-Jul-2025		34.21	291.36
31-Aug-2025	IA-2025-08-30 - Interest Allocation	31-Aug-2025		675.54	966.90
30-Sep-2025	IA-2025-09-30 - Interest Allocation	30-Sep-2025		1,362.19	2,329.09
30-Sep-2025	IA-2025-09-30 - Interest Allocation	30-Sep-2025		1,388.98	3,718.07
			Balance:	(CR)	3,718.07
Account #: 39000 - Recoverable expenses paid by Trustee					
20-May-2025	Loan - Recoverable expenses paid by Trustee			125.00	125.00
20-May-2025	Loan - Recoverable expenses paid by Trustee			198.00	323.00
20-May-2025	Loan - Recoverable expenses paid by Trustee			294.00	617.00
22-Aug-2025	2 - Russo Corp.		617.00		0.00
			Balance:		0.00
Account #: 61105 - Trustee fees					
07-Oct-2025	Accrual - Russo Corp.		283,645.50		283,645.50
			Balance:	(DR)	283,645.50
Account #: 61124 - HST charged on Trustee remuneration					
07-Oct-2025	Accrual - Russo Corp.		36,873.92		36,873.92
			Balance:	(DR)	36,873.92

Account #: 64080 - Receiver's fees and costs

Account #: 64080 - Receiver's fees and costs

10-Jan-2024	Russo Corp paid by Applicant	9,822.52		9,822.52
			Balance:	(DR) 9,822.52

Account #: 65110 - Photocopies

20-May-2025	T/e - Printing and Photocopies	125.00		125.00
			Balance:	(DR) 125.00

Account #: 65127 - Legal fees/disbursements

04-Jun-2025	d00114118 - Wire Payment Snell &Wilmer Trust Account - USA Counsel retained re Radio Mobile legal action	4,197.90		4,197.90
07-Oct-2025	Accrual - Snell &Wilmer Trust	14,929.84		19,127.74
10-Oct-2025	Accrual - Spetter Zeitz Klaiman	56,681.93		75,809.67
			Balance:	(DR) 75,809.67

Account #: 65140 - Travel

20-May-2025	T/e - Travel	294.00		294.00
			Balance:	(DR) 294.00

Account #: 65148 - Other misc disbursements

20-May-2025	T/e - Searches - searches	(198.00		198.00
			Balance:	(DR) 198.00

Account #: 66080 - Outside consulting

24-Jul-2025	1 - 1780616 Ontario Ltd.	15,300.20		15,300.20
07-Oct-2025	Accrual - Intel Centres Inc.	214,700.00		230,000.20
			Balance:	(DR) 230,000.20
	Totals By Estate:	637,385.81	2,242,222.99	1,604,837.18

Summary:

Total Receipts (Credits):	2,241,605.99	1. Cash Balance:	1,527,205.67
Total Disbursements (Debits):	<u>636,768.81</u>	2. Accrual Total:	<u>77,631.51</u>
		3. Estate Balance	<u>1,604,837.18</u>
		4. Term Deposit	<u>0.00</u>
		5. Total Balance	<u>1,604,837.18</u>

* Deposit prior to conversion to Ascend.

Interim Statement of Receipts and Disbursements
Appendix “J”

DISTRICT OF Ontario
DIVISION No. 09- Toronto
Court No. 31-459863
Estate No. 31-459863

In the Matter of the Receivership of
loticiti Networks Inc.
of the City of Markham, in the Province of Ontario

Interim Statement of Receipts of Disbursements

Receipts

Guarantee by Applicant (3 rd Party Fees Applicant)	\$ 9,822.52
Guarantee by Applicant (Retainer USA Counsel)	\$ 2,500.00
Guarantee by Applicant (Retainer USA Counsel)	\$ 2,000.00
Proceeds from City of Vaughan (Accounts Receivable)	\$ 33,900.00
Proceeds from Radio Mobile Settlement (Part 1)	\$ 820,740.00
Proceeds from Radio Mobile Settlement (Part 2)	\$ 684,462.70
Proceeds from Radio Mobile Settlement (Part 3)	\$ 684,462.70 (Accrual)
Interest Allocation	<u>\$ 3,718.07</u>
 Total Receipts	 \$ 2,241,605.99

Disbursements

Printing and Photocopies	\$ 125.00
Travel Expense	\$ 294.00
Search Fees	\$ 198.00
1780616 Ontario- Outside Consulting Fee	\$ 15,300.20 (City of Vaughan)
Legal fees- Retainer Snell &Wilmer USA Counsel	\$ 4,197.90
Receiver Fees paid by Applicant	\$ 9,822.52
Accrual Legal Fees Spetter Zeitz Klaiman	\$ 56,681.93
Accrual Legal Fees Snell &Wilmer USA Counsel	\$ 14,929.84
Accrual Intel Centres Inc.	\$ 214,700.00
Accrual Receivers Fees	<u>\$ 320,519.42</u>
 Total Disbursements	 <u>\$ 636,768.81</u>
 Net Receipts	 <u>\$ 1,604,837.18</u>

Affidavit of Joanne Russo

Appendix "K"

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF

Applicants

- and -

IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI

Respondents

AFFIDAVIT OF JOANNE RUSSO

I, Joanne Russo, of the Town of Aurora, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Court Appointed Investigatory and Possessory Receiver (in such capacity the “**Receiver**”) over the assets, undertakings and properties of Ioticiti Networks Inc. (the “**Corporation**”) and as such have knowledge of the matters to which I hereinafter depose. I verily believe to be true all matters that I depose to which I do not have first-hand knowledge of based on my review of the file.
2. Now produced and shown to me and marked as **Exhibit “A”** to this my Affidavit is a true copy of our statement of account for the period between May 3, 2023 to October 7, 2025. That the work performed comprised of, but was not limited to, the activities specified in the Detailed Time Entry Report.
3. That this affidavit is made in support of a request for the LIT’s remuneration as shown in the Statement of Receipts and Disbursements dated September 30, 2025.

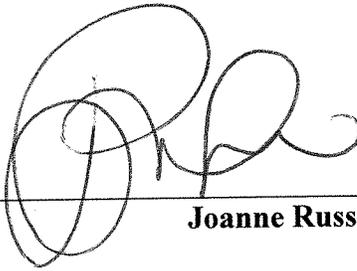
4. I submit that the hourly rates charged are reasonable and comparable with other Licensed Insolvency Trustees acting in their capacity as Receiver of the City of Toronto of equivalent competence and expertise in the bankruptcy area.

SWORN BEFORE ME in person at the Town of Aurora, in the Province of Ontario on this 7th day of October, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely



COMMISSIONER OF OATHS

Anne Maria Equizi, a Commissioner, etc.,
Province of Ontario, for Russo Corp.
Expires June 13, 2026



Joanne Russo

EXHIBIT "A"

Affidavit of Joanne Russo

Summary of Russo Corp Time Dockets and Billings to Date

The first segment is the pre-appointment period, which started in May 2023 and ended April 2024, and can best be described as activities up to the date of the receivership appointment. Later in this report the extensive involvement of one of the applicants, Intel Centre Inc., will be discussed in detail and supported by time summaries provided by them. As is reflected in those time summaries, long before its appointment, the Receiver was working with Intel on an almost daily basis, assisting where possible in the investigative process, and gathering evidence relevant to the application. The total billable hours are 143.30 hours for Joanne Russo @ \$575.00 for a total of \$ 82,547.50.

The second segment is the period from April 2024 to June 2025 and covers the period of the overall administration of the entire estate. Much of those activities are covered in earlier reports. The total billable hours are 323.25 hours for Joanne Russo at \$575.00 for a total of \$185,258.75.

The third segment is the period from July to August 2025 and encompasses the discovery of the United States litigation, and extensive investigations into the circumstances of the same, and activities exploring the possibility of recovery from settlement of that particular litigation. The total billable hours for Joanne Russo at 24.05 hours @ \$575.00 for a total of \$ 13,828.75.

The fourth segment is the period August of 2025 to the present and basically covers the finalization of the settlement of the United States litigation, the submission of the settlement offer to the court for its approval, the gathering of information to complete this 4th receivers report, and the development of this report to the court. The total billable hours are 3.50 hours for Joanne Russo @ \$575.00 for a total of \$2,012.50

Total fees encompass 494.10 hours at an average hourly rate of approximately \$575.00 for a total of \$283,647.50 and applicable taxes. Total fees inclusive of applicable taxes in the amount of \$320,519.42.

Time Entry Report May , 2023 to April 4, 2025- Services Rendered up to the Date of Receivership Order

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: May 3, 2023
 WIP Date To: April 4, 2024
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
03-May-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.70	0.00	402.50
<i>Note</i>	Date: May 3, 2023 at 11:21:07 AM EDT To: LSG APPRAISALS <lawrencegoldappraisals@gmail.com>, Aaron Rosenberg <arosenberg@relawllp.ca> Subject: RE: minority shareholders remedy matter Reply-To: hans.kristian.skaade@gmail.com- call with shareholders					
05-May-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.25	0.00	1,293.75
<i>Note</i>	2023-05-15 Initial review of estate documents - meeting with Shareholders					
10-May-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	May 10, 2023: meeting with shareholders to discuss receivership process					
05-Jun-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.00	0.00	1,725.00
<i>Note</i>	Reviewed BCSC and OSC complaint filing confirmations for accuracy.					
07-Jun-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.00	0.00	2,875.00
<i>Note</i>	meeting with Brian-reviewed 2018-2020 transaction history against share registry changes					
12-Jun-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.00	0.00	2,300.00
<i>Note</i>	meeting with Brian, Reviewed corporate restructuring records for hidden asset transfers					
16-Jun-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.50	0.00	2,587.50
<i>Note</i>	Meeting with Brian- Analyzed historical Metro Connect and Mustang Asset Management records					
23-Jun-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.75	0.00	2,156.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: May 3, 2023
 WIP Date To: April 4, 2024
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	email exchanges with Larry Gold and Allan Lipman -From: LSG APPRAISALS Sent: Friday, June 23, 2023 3:52 PM To: Allan Lipman Subject: Fwd: DRAFT CONTENT FOR NEXT STEPS. . the current financial status of the Corp. b. confirmation of number of shareholders and the amounts advanced by each. c. review banking records. d. the determination of current CRA super priority debt for non remitted payroll deduction. e. determination as to who currently is the registered owner of the Canadian Spectrum licenses and the USA Spectrum Licenses. f. determination of monies exchanged for Mexico deal, as well as details. g. determination of the corporate hierarchy including specifics of all fully owned subsidiaries which are owned by Ioticiti (or others), the amount paid for them, their fair market valuation and determination of what assets if any each of the subsidiary companies own. h. determination of all existing secured and unsecured creditors.					
24-Jun-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	email exchanges with Counsel -From: Allan Lipman Sent: Saturday, June 24, 2023 12:48 PM To: Joanne Russo Subject: FW: Minority shareholders remedy matter BRIEFING NOTE #1 email discussions and telephone discussions					
01-Jul-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	Meeting at Silvano house with various shareholders					
07-Jul-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	Reviewed subscription agreements; call with Brian; reviewed shareholders list reviewed documentation					
07-Jul-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.00	0.00	1,150.00
<i>Note</i>	Updated shareholder database with latest findings					
10-Jul-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	Reviewed subscription agreements; reviewed books and records; call with Brian					
16-Aug-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	reviewed trust declarations and letter of acceptance and transmittal for various parties					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: May 3, 2023
 WIP Date To: April 4, 2024
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
18-Aug-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
Note	From: Allan Lipman <alipman@lzwlaw.com> Sent: Friday, August 18, 2023 9:36 AM To: LSG APPRAISALS wrencegoldappraisals@gmail.com> Cc: Joanne Russo <russo@russocanhelp.com> Subject: RE: Iocitti email exchanges, reviewed books and records					
21-Sep-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.15	0.00	2,386.25
Note	September 2023: meeting with shareholders discussions regarding Intel Centers Inc. and individuals Italo Sabato, Silvano Zaccogna, and Maria A. Majluf – organize an inquiry into Ioticiti’s activities. Intel Centre starts compiling evidence of potential mismanagement and investor deception.					
26-Sep-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.25	0.00	2,443.75
Note	attending to initial communications and telephone conversations relating to matter; attending to correspondence with R. Piehler; discussions with Allan Lipman					
10-Oct-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
Note	call with A. Lipman, L. Gold email to R. Piehler					
13-Oct-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.25	0.00	1,868.75
Note	attending to receipt and review of documentation and material					
17-Oct-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.15	0.00	1,236.25
Note	Review file and prepare for meetings: meeting with I. Sabato, S. Zaccogna, A. Lipman and L. Gold; obtain and review corporation searches 2023-11-18 emails with L. Gold					
17-Oct-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.25	0.00	1,868.75
Note	On Oct 17, 2023, review of documents and files as provided by the shareholders investors; primarily Brian, Hans and Italo. summary of first rough draft done by tomorrow.					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: May 3, 2023
 WIP Date To: April 4, 2024
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
18-Oct-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	From: Ian Klaiman <IKlaiman@lzwlaw.com> Sent: Wednesday, October 18, 2023 8:10 PM To: Allan Lipman <alipman@lzwlaw.com> Cc: LSG APPRAISALS <lawrencegoldappraisals@gmail.com>; Joanne Russo <russo@russocanhelpp.com> Subject: Re: BRIEFING NOTE SUMMARY (still under construction) UPDATE NOTE meeting to discussion note summary and investigations to date; preparation of summary					
18-Oct-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	October 2023: An internal investigative team is on call to handle incoming information and urgent leads. reviewed interview transcripts, internal emails, and preliminary financial data –conduct by Iotictifi’s management.					
26-Oct-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	call with L. Gold, A. Lipman email from L. Gold					
27-Oct-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	Review-Valuation: Deloitte re IOTICITI as they became partners, as Deloitte was going to refer IOTICITI to their global client base. From: LSG APPRAISALS <lawrencegoldappraisals@gmail.com> Sent: Friday, October 27, 2023 9:18 AM To: Ian Klaiman <IKlaiman@lzwlaw.com> Cc: Al Lipman <alipman@lzwlaw.com>; Joanne Russo <russo@russocanhelpp.com>					
09-Nov-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.70	0.00	402.50
<i>Note</i>	review file documentation; draft affidavit; discussions with Allan and Ian					
19-Nov-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.00	0.00	575.00
<i>Note</i>	attending to reviewing material , 2023-11-19 email to I. Sabato, S. Zaccigna; email to R. Piehler					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: May 3, 2023
 WIP Date To: April 4, 2024
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Dwn	Amount
22-Nov-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>	attending to emails and correspondence ALL 2023-11-22 call to I. Sabato - 11-28 email to I. Sabato IJK					
29-Nov-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.50	0.00	3,162.50
<i>Note</i>	meeting with shareholders regarding The investigative team analyzes financial records (such as bank statements and any QuickBooks data and timelines of fund transfers, prepared summaries of findings, expired licenses, undisclosed liabilities,					
02-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	review email and attachments from B. O'Neill; lengthy call with Brian draft motion material					
06-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.25	0.00	2,443.75
<i>Note</i>	2023-12-06 draft motion material ; discussions with Ian- Counsel and Jacob; meeting with Italo and call with Brian					
08-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.25	0.00	1,293.75
<i>Note</i>	Meeting with Larry Gold; call with Brian-email from L. Gold					
13-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
<i>Note</i>	continue to draft affidavit of I. Sabato; emails with R. Piehler attending an reviewing documentation - attending to reviewing material and comments					
17-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
<i>Note</i>	zoom meeting with I. Sabato and B. O'Neill; emails from B. O'Neil and Counsel					
19-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	reviewed draft affidavit of S. Zaccogna; review relevant file information; email to S. Zaccogna and I. Sabato 2023-12-19 Reviewing draft Notice of Application seeking investigative receiver and oppression remedy;					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: May 3, 2023
 WIP Date To: April 4, 2024
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
20-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.00	0.00	1,150.00
<i>Note</i>	review and edit Notice of Application; emails to S. Zacchigna and I. Sabato; call from I. Sabato; meeting with I. Sabato and S. Zacchigna to review affidavit					
21-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	Review and edit Notice of Application; emails to S. Zacchigna and I. Sabato; meeting with I. Sabato and S. Zacchigna to review affidavit - Continuing to revise Notice of Application					
28-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	conference call with clients; email from H. Skaade; call with Larry Smith and call with Italo					
03-Jan-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.50	0.00	2,587.50
<i>Note</i>	Mapped licensing lapse timeline; compared ISED records with Ioticit claims					
05-Jan-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.50	0.00	3,162.50
<i>Note</i>	January 5, 2024 – Application Filed for Court Relief; discussions with Counsel; meeting with Italo and Silvano and Brian					
06-Jan-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	reviewed final edits to draft Notice of Application; received email S. Zacchigna and I. Sabato; email to R. Piehler					
08-Jan-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	reviewed books and records; discussions with Brian					
05-Feb-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	February 5, 2024: Court appearance adjourned- discussions with Counsel; email exchanges					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: May 3, 2023
 WIP Date To: April 4, 2024
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
08-Feb-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
Note	review of books and records; preparation for court material					
21-Feb-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
Note	Reviewed MOTION RECORD February 21, 2024 SPETTER ZEITZ KLAIMAN PC, Motion records volume 1 and two - discussions with Counsel -An Order appointing Russo Corp. an investigative and possessory receiver over all the property, undertaking and assets of the respondent Ioticit Networks Inc.;					
26-Feb-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
Note	February 26, 2024: case conference respondents (Ioticit and its principals) indicate their intent to oppose or clarify matters. Shortly after, on February 28, 2024, two key respondents – Darren Frank and Ronald Frank – file official Notices of Appearance, signaling their participation in the proceedings (and likely retaining counsel).					
04-Mar-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.00	0.00	2,300.00
Note	Period from March 4-March 8, 2024- meeting with Brian.					
20-Mar-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.25	0.00	1,293.75
Note	meeting with Brian					
01-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
Note	Reviewed FACTUM OF THE APPLICANTS (Returnable April 4, 2024); discussions with Counsel - email exchanges					
02-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	1,012.50

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: May 3, 2023
 WIP Date To: April 4, 2024
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
Note	Kevin Watson, President of Pinnacle,	Via email : kwatson@pinnacleips.com				
Note	Michael Renaud, Senior Tech Pinnacle	Via email: mrenaud@pinnacleips.com				
Re:	IOTICITI NETWORKS INC- RECEIVERSHIP ORDER					
<p>On April 4, 2024, pursuant to Section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended (the "CJA"), Russo Corp was appointed as investigatory and possessory receiver (the "Receiver") of all of the assets, undertakings and properties of Ioticitri Networks Inc. A copy of the Order is enclosed.</p> <p>It is our understanding that you are the direct contact(s) from Pinnacle to assist us with our requests and or guide us in the right direction.</p> <p>We are requesting the following information:</p> <p>a) All cloud instances & cloud instance backups of Ioticitri and affiliated companies;</p>						
04-Apr-2024	340 General administration		IOTICITI NETWORKS INC.	Russo, Joanne	5.00	0.00
Note	Court hearing date April 4, 2024: The Ontario Superior Court (Commercial List) appoints Russo Corp. as an investigatory receiver over all Ioticitri assetsrussohelp.com. Justice Wilton-Siegel's Endorsement notes that the applicants (Intel Centers Inc. and the other shareholders) - meeting with shareholders					

Summary

Time charged: 143.30
 Amount charged for time: 82,547.50
 Disbursements charged: 0.00
 Time and disbursement: 82,547.50
 Mark Down: 0.00

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: May 3, 2023
 WIP Date To: April 4, 2024
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
Summary By Code						
	Code	Time Charged	Amount Charged	Disbursements	Mark Down	
	340 - General administration	143.30	82,547.50	0.00	0.00	
Summary By Staff						
	Staff	Time Charged	Amount Charged	Disbursements	Mark Down	
	Russo, Joanne	143.30	82,547.50	0.00	0.00	

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
05-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.75	0.00	2,731.25
<i>Note</i>	Received Receivership Order; discussions with Allan Lipman, meeting with Italo, Silvano and Larry Gold					
06-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
<i>Note</i>	letter to Terrence, discussions with Rolf regarding the assets on site and confirming that the assets are owned by Ioticititi Networks. In the interim, we see no reason for the delay in inspecting the assets. We were hoping to arrange same last Friday, clearly that did not happen. Inspection this Thursday or Friday.					
08-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
<i>Note</i>	reviewed various folders of records -From: brian.oneill@bellaliant.net <brian.oneill@bellaliant.net> prepared a file dump at review of documents					
08-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.50	0.00	2,587.50
<i>Note</i>	Meeting with shareholders					
09-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>	review of books and records					
10-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.75	0.00	2,156.25
<i>Note</i>	review books and records and ledger; meeting with Brian					
10-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	call with shareholders					
11-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
<i>Note</i>	Call with Brian and Italo					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
11-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	Meeting at Shareholders house- Silvano, italo,					
12-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>	Discussions with Larry Smith; reviewed books and records					
13-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.50	0.00	2,587.50
<i>Note</i>	Meeting with Silvano and Larry and Brian					
15-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	gathering of books and records; email exchanges with Brian; call with Brian					
15-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.00	0.00	1,725.00
<i>Note</i>	Reviewed statement of account provided by landlord, attended on premises; meeting with Hans					
16-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	Received and reviewed email letter and exchanges from landlord-From: Terrence A. Pochmurski <terrence@cattanach.ca> Sent: Tuesday, April 16, 2024 9:34 PM To: Joanne Russo <russo@russocanhelp.com> Subject: Ioticiti - Bankruptcy Please see attached.					
16-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount	
<i>Note</i>	From: Terrence A. Pochmurski <terrence@cattanach.ca> Sent: April 16, 2024 9:36 PM To: Joanne Russo Subject: RE: Ioticiti - Bankruptcy Reviewed the lease and the statement of account to my previous e-mail. discussions with Brian From: Terrence A. Pochmurski [mailto:terrence@cattanach.ca] Sent: Tuesday, April 16, 2024 9:34 PM To: 'russo@russocanhelp.com' Subject: Ioticiti - Bankruptcy Please see attached. Regards,						
16-Apr-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.15	0.00	1,236.25
<i>Note</i>	Zoom meeting with Brian and italo; reviewed data files and reporting						
17-Apr-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	email exchanges- discussions with shareholders- reviewed notice of termination -From: Joanne Russo [mailto:russo@russocanhelp.com] Sent: Wednesday, April 17, 2024 1:32 AM To: Terrence A. Pochmurski Subject: Re: Ioticiti - Bankruptcy Terrence, may I propose we hold a call tomorrow. Kindly let me know your availability. We also request that you provide us with a copy of the letter of termination you make reference to.						
17-Apr-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
Note	Drafted letter to Landlord and his COounsel - responded to letter received from counsel I am the lawyer for R. Reusse Construction Co. Limited and have been retained in connection with the above-noted matter.					
17-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
Note	April 16, 2024: J letter to Ioticiti's stakeholders (including its principals and any known advisors). request for company books, records, and passwords be surrendered					
18-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.00	0.00	2,875.00
Note	Meeting with Shareholders regarding landlord concerns; call with Rolf					
19-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
Note	Discussions with Hans; prepared analysis report with Hans; reviewed same					
19-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.25	0.00	1,868.75
Note	Analyzed asset photo sets from landlord; matched against internal invoices					
22-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
Note	Discussions with Larry Gold; allan lipman provided update on actions to date					
23-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
Note	Discussions with Government regarding licenses; reviewed company records regarding letters to former accountants					
23-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
Note	Call with Brian and Italo					
23-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Note	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
	Zoran Postic, City of Vaughan , Deputy City Manager of Public Works Sent via email : Zoran.Postic@vaughan.ca						
	-AND-						
	Emilie Alderman, City of Vaughan, Director of Environmental Services Sent via email : Emilie.Alderman@vaughan.ca						
	-AND-						
	James Steele, City of Vaughan, Former Director of Environmental Services Sent via email : James.Steele@vaughan.ca						
	Re: IOTICITI NETWORKS INC- RECEIVERSHIP ORDER						
	On April 4, 2024, pursuant to Section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended (the "CJA"), Russo Corp was appointed as investigatory and possessory receiver (the "Receiver") of all of the assets, undertakings and properties of Ioticiti Networks Inc. A copy of the Order is enclosed.						
	It is our understanding that you are the direct contact(s) for the City of Vaughan to assist us with our requests and or guide us in the right direction.						
24-Apr-2024	340 General administration		IOTICITI NETWORKS INC.	Russo, Joanne	5.00	0.00	2,625.00
	Note	April 24, 2024: review books and records (These invoices, obtained from the company's records via Intel Centre, help identify the assets remaining at the leased location.)					
24-Apr-2024	340 General administration		IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
Note	April 24, 2024					
	Letters to Terrence A. Pochmurski, E-mail: terrence@cattanach.ca Email: rickr@reusseproperties.com					
	Re: IOTICITI NETWORKS INC- RECEIVERSHIP ORDER 90 Allstate Parkway, Markham, Ontario (the "Leased Space")					
	Drafted letter to Landlord					
25-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	1,837.50
Note	Meeting with Italo and Brian					
25-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
Note	Call with Brian and Italo					
25-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
Note	April 25, 2024- email to email providers and software providers regarding company data					
26-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.50	0.00	2,587.50

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<p><i>Note</i> From: Joanne Russo <russo@russocanhelp.com> Sent: Friday, April 26, 2024 8:57 AM To: hks hks <hans.kristian.skaade@gmail.com>; brian.oneill@bellaliant.net Please see below. I intent to be there at 1 Terrence A. Pochmurski' <terrence@cattanach.ca>; 'Rolf Piehler' <rickr@reusseproperties.com' <rickr@reusseproperties.com> Cc: Santana Zito <zito@russocanhelp.com> Subject: RE: URGENT Good morning All, Terrence please make your client aware that we will be attending the Premises today trusting that someone from their offices will provide us with a walk thru. attended premises</p>						
26-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.20	0.00	115.00
<p><i>Note</i> Reviewed email correspondence from Brian; call with Brian</p>						
26-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.25	0.00	1,293.75
<p><i>Note</i> Reviewed accounting records; discussions with Brian</p>						
28-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.50	0.00	3,162.50
<p><i>Note</i> review of Ioticiti's critical spectrum licenses that were suspected to be lapsed. A</p>						
29-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	6.00	0.00	3,450.00
<p><i>Note</i> Review of spectrum licenses; meeting with Brian; prepared report</p>						

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 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
29-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
Note	Telephone call with Brian and hans and Italo					
29-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
Note	<p>From: Joanne Russo Sent: Monday, April 29, 2024 11:52 AM To: 'Terrence A. Pochmurski' <terrence@cattanach.ca>; 'Rolf Pichler' <rmp@boglaw.ca>; rickr@reusseproperties.com Cc: Santina Zito <zito@russocanhelp.com> Subject: RE: URGENT we have provided you with confirmation that Ioticiti occupied the premises from your location. That alone should suffice. A walk thru of the premises is not unreasonable. Kindly provide us with a copy of the Appraisal of the Assets obtained by your client; Kindly confirm if the assets have been disposed; Kindly confirm the Notices sent to All parties with respect to your Notice of Distrain;</p>					
30-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
Note	Please see attached. As noted in our letter, we will be attending the premises tomorrow to inspect the assets. You should have all that you require in the enclosed letter. Please instruct your client to permit access. discussions with Brian; email exchanges and letter to landlord counsel					
30-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
Note	reviewed lease agreement; discussions with shareholders					
30-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
Note	Meeting with Hans and Italo					
01-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.00	0.00	2,300.00
Note	May 1, 2024: formal letter to ISED (Innovation, Science and Economic Development Canada) overview outstanding spectrum license fees or renewal invoices in Ioticiti/Metro Connect's name. meeting with Brian					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
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 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
01-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.30	0.00	172.50
<i>Note</i>	email exchanges; discussions with Brian					
02-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.30	0.00	172.50
<i>Note</i>	Call with italo					
02-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	From: Joanne Russo <russo@russocanhelp.com> Sent: Thursday, May 2, 2024 6:36 PM To: Emilie Alderman <Emilie.Alderman@vaughan.ca> Cc: Santina Zito <zito@russocanhelp.com>; Zoran Postic <Zoran.Postic@vaughan.ca> Email exchanges from the City of Vaughan					
02-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.15	0.00	1,811.25
<i>Note</i>	Attended premises - refusal by landlord; meeting with Hans					
03-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.80	0.00	460.00
<i>Note</i>	From: Lawrence Gold <lawrencegoldappraisals@gmail.com> Sent: Friday, May 3, 2024 3:36 PM To: Joanne Russo <russo@russocanhelp.com> email exchanges- discussions with Larry					
03-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	review photographs provided by the landlord, the Receiver (with Intel Centre's support) analyzes the condition of equipment and documents left in Ioticiti's vacated office. Intel Centre's technical experts help review photos of the onsite assets. O					
04-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.85	0.00	1,638.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
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Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	May 2, 2024:delivered a report to landlord's counsel - omprehensive letter report. Having obtained photographs of the assets inside the office analysed each item in the photos. documented matches items to purchase records and reiterates why they are property of Ioticiti. tabled high-tech equipment could lose value or be damaged if not properly maintained. This letter urges the landlord to reconsider and at least allow a supervised walkthrough. Unfortunately, this detailed plea is ignored – the landlord does not respond and continues to bar entry.					
05-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25
<i>Note</i>	From: Joanne Russo Sent: Sunday, May 5, 2024 3:13 PM To: 'Terrence A. Pochmurski' <terrence@cattanach.ca> Cc: 'rickr@reusseproperties.com' <rickr@reusseproperties.com>; Santima Zito <zito@russocanhelp.com> email exchanges with Landlord Counsel; call with Brian					
05-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.75	0.00	2,156.25
<i>Note</i>	Reviewed QuickBooks archive & ledger review package with shareholders					
06-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.25	0.00	1,868.75
<i>Note</i>	Meeting with Hans; exchanges books and records					
06-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	Call with Hans and Brian; review of documents					
06-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.25	0.00	718.75
<i>Note</i>	From: Terrence A. Pochmurski <terrence@cattanach.ca> Sent: Monday, May 6, 2024 4:02 PM To: Joanne Russo <russo@russocanhelp.com> Subject: FW: Photos of items identified as "equipment" Joanne, please see below and let me know if the bankrupt is claiming ownership of any equipment shown in the pictures.					

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Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
07-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.85	0.00	2,213.75
Note	May 6-7, 2024: Preparation of First Report to the Court:					
07-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.15	0.00	86.25
Note	Call with Allan Lipman					
08-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
Note	In person meeting with Italo and Silvano and Brian					
08-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
Note	Reviewed Iotiteci valuation preparation to shareholders, discussions with Brian					
09-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
Note	Reviewed books and records re City of Vaughan; discussions with Brian and Italo					
10-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	6.50	0.00	3,737.50
Note	May 10, 2024: Intel Centre delivers a financial records to the Receiver for analysis. zip folder of files obtained by Intel Centre, which includes the company's QuickBooks general ledgers and a "bank write-up" summarizing Ioticit's banking informationrussocanhelp.com. Intel Centre had gathered these internal records; meeting with Brian					
10-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
Note	From: Joanne Russo <russo@russocanhelp.com> To: "Terrence A. Pochmurski" <terrence@cattanach.ca> Cc: Rolf Piehler <rmp@boglaw.ca>, rickr@reusseproperties.com, Santina Zito <zito@russocanhelp.com> Subject: Re: URGENT Terrence you are mistaken , we have provided you with sufficient supporting documents that the assets belong to a Ioticitu you are choosing to ignore the evidence and take a position that is not warranted.					

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 WIP Date From: April 5, 2024
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Date	Code	Staff	File Number	Hours	Disbursements & Mark Down	Amount
11-May-2024	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	4.15	0.00	2,386.25
Note	This forensic review of books and records					
13-May-2024	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	0.50	0.00	287.50
Note	Discussions with Brian; email exchanges					
14-May-2024	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	0.45	0.00	258.75
Note	Discussions with Brian and italo ; email exchanges					
15-May-2024	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	0.20	0.00	115.00
Note	Call with Brian regarding accounting books and records					
16-May-2024	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	0.25	0.00	143.75
Note	call with Italo regarding accounting books and records					
19-May-2024	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	2.50	0.00	1,437.50
Note	Letter sent to ISED (Innovation, Science and Economic Development Canada) regarding Ioticit'i's spectrum licenses. discussions with Brian regarding ISED					
20-May-2024	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	1.50	0.00	862.50
Note	May 20, 2024: Letter sent to "the Zucker- discussions with Brian					
20-May-2024	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	0.50	0.00	237.50
Note	Meeting with Brian regarding ISED					
21-May-2024	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	1.00	0.00	575.00

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Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	Meeting with Brian regarding books and records and Zucker					
21-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	•On May 21, the Receiver (backed by Intel Centre) sends a formal letter to the landlord reiterating requests for a site visit and retrieval of assets- investigation's access to physical evidence- discussions with Brian and Hans followed by meeting with Hans					
21-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.85	0.00	1,638.75
<i>Note</i>	On May 21, 2024, letter to Solmon Rothbart Tourgis Slodovnick LLP, specifically to attorney Nancy J. Tourgis request for -- all corporate documents, financial statements, shareholder lists, and clarification of her role.					
22-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	Meeting with Brian regarding investigation and accounting records					
23-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
<i>Note</i>	Meeting with Italo; delivery of records and review					
24-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	Discussions with he BC and Ontario Securities Commissions letter to David Hendricks, a representative of the Securities Commission, requesting details of any exempt financing filings by Ioticiti and reviewing the shareholder registry on filerussocanhelp.com. Intel Centre provided the Receiver with the list of shareholders and suspected that Ioticiti's principals may have conducted exempt distributions without proper disclosure; meeting with Brian					
27-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	Discussions with Brian and Italo regarding Licenses and BC Commissions					
28-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	Review of licenses and discussions with Brian					

Detailed Time Entry Report

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Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
28-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.50	0.00	2,587.50
Note	•May 28, 2024: discovered pilot contract with the City of Vaughan (valued at ~\$120,000 per year) On May 28, meeting with the City of Vaughan's representatives and their counsel, attendance at the City of Vaughan; meeting with Hans					
29-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.00	0.00	2,875.00
Note	compiled a list of all known shareholders – which turns out to be a surprisingly large number. discussions with Several shareholders they claim that Ioticiti may have violated securities laws by selling shares to too many people and that the principals were not transparent about the use of funds.					
29-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,187.50
Note	Meeting with Hans regarding City of Vaughan; discussions with Brian					
30-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.25	0.00	1,868.75
Note	review letter dated On May 20, 2024, to Dentons Canada LLP, follow up to Dentons to confirm if they have any of Ioticiti's records and if so, to cooperate in turning them over.					
03-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.90	0.00	517.50
Note	From: Joanne Russo Sent: Monday, June 3, 2024 9:29 PM To: Terrence A. Pochmurski <terrence@cattanach.ca> Cc: rickr@reusseproperties.com; Santina Zito <zito@russocanhelp.com>Subject: Ioticiti Letter:June 3rd 2024					
	Please see attached Letter.					
03-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
Note	Zoom meeting with Brian and Italo					
03-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25

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Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	Finalized Receivers Second Report draft					
05-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.85	0.00	1,638.75
<i>Note</i>	preparation of 2nd report – June 3–5, 2024 (, through her counsel, continues to press the landlord for access. In it, the landlord’s counsel argues that “no evidence has been provided that Ioticiti (or any ‘bankrupt’ entity affiliated) ever acquired Metro Connect (the tenant) or its assets before the lease was abandoned.”					
05-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	ongoing discussions with landlord.email exchanges					
05-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.85	0.00	488.75
<i>Note</i>	From: Joanne Russo Sent: Wednesday, June 5, 2024 11:18 AM To: "Terrence A. Pochmurski" <terrence@cattanach.ca> Cc: rickr@reusseproperties.com Subject: RE: Reusse and Iociti					
	Please see attached Letter.					
	Regards,					
05-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	various email exchanges with landlord-From: Terrence A. Pochmurski <terrence@cattanach.ca> Sent: Wednesday, June 5, 2024 9:35 AM To: Joanne Russo <russo@russocanhelp.com> Subject: Reusse and Iociti ,letter of June 3, 2024.					
05-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25

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Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>		telephone call and various email exchanges with Doug All, regarding subscriptions for my various ill-fated Ioticiti investments in my Forge Trust IRA. he various subscriptions at Forge Trust totalled 330,000 shares at \$US3.00 per share, including the following: 1. October 2018 – 20,000 shares/\$US60,000 subscription 2. December 2021 – 60,000 shares/\$US180,000 subscription 3. January 2022 – 70,000 shares/\$US210,000 subscription 4. April 2022 – 130,000 shares/\$US390,000 subscription 5. August 2022 – 50,000 shares/\$150,000 subscription				
06-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>		reviewed central securities register of Ioticiti networks - email discussions with Doug Allan				
06-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.75	0.00	2,731.25
<i>Note</i>		– June 6, 2024 (Second Report): finalized Receiver's Second Report,				
06-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.20	0.00	115.00
<i>Note</i>		2024-06-06 emails with email with Lipman; discussions with Lipman regarding receivers report				
07-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.20	0.00	115.00
<i>Note</i>		2024-06-07 emails with Counsel				
07-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.80	0.00	460.00

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Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>		From: Allan Lipman <alipman@szklaw.ca> Sent: Friday, June 7, 2024 1:48 PM To: Ian Klaiman <iklaiman@szklaw.ca>; Joanne Russo <russo@russocanhelp.com> Cc: Vicky Balkos <vbalkos@szklaw.ca> Subject: RE: Question Ioititi				
		email exchanges with Counsel				
		email exchanges				
		From: Ian Klaiman <iklaiman@szklaw.ca> Sent: Friday, June 7, 2024 1:46 PM To: Allan Lipman <alipman@szklaw.ca>; Joanne Russo <russo@russocanhelp.com> Subject: RE: Question Ioititi				
08-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.75	0.00	2,156.25
<i>Note</i>		• June 8, 2024: meeting with Ioticitii's shareholders to update them. On June 8, 2024, Russo Corp (the Receiver) holds a briefing with various shareholders – including Intel Centers Inc. and the other applicant-investors – to discuss the Receiver's role, findings so far, and upcoming legal concerns -the possibility of further court motions (e.g. to force the landlord's cooperation) and the status of regulatory inquiries. Shareholders express concerns about how the company's assets have been handled and potential "non-arm's length" transactions in the pastrussocanhelp.com. Intel Centre and the Receiver explain the next phases, which may include forensic accounting and possibly expanding the receivership's powers if needed.				
10-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.25	0.00	3,018.75
<i>Note</i>		(Shareholders' Meeting): As planned, Russo holds a conference call with a large group of Ioticitii's shareholders update on if the investigation and activities to date; meeting with Counsel and Brian ; review books and records; meeting with Brian and Italo				
11-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25

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Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount	
<i>Note</i>	From: Patricia Walters <pwalters@szklaw.ca> Sent: Tuesday, June 11, 2024 2:55 PM To: terrence@cattanach.ca Cc: Ian Klaiman <iklaiman@szklaw.ca>; Joanne Russo <russo@russocanhelp.com>; Allan Lipman <alipman@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca> Subject: Russo Corp. as the Investigative Receiver of Ioticit Networks Inc.						
	Please see attached from Allan Lipman.						
13-Jun-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.15	0.00	1,811.25
<i>Note</i>	Updated shareholders list; meeting with Brian; reviewed books and records						
03-Jul-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.25	0.00	718.75
<i>Note</i>	Regulatory follow-ups: Russo continues discussions with the BC Securities Commission and possibly the Ontario Securities Commission, given the large shareholder base, to ensure her investigation aligns with any regulatory inquiries. review renewing any necessary licenses or domain names. meeting with Brian						
10-Jul-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	Review of financial transactions uncovered in the QuickBooks ledgers, h						
07-Aug-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	Review of the financial data from QuickBooks, trying to reconstruct a timeline of Ioticit's financial transactions. track investor funds coming in and see how the money was spent. Any irregular payments (for example, transfers to the personal accounts of directors or payments to unfamiliar entities) are flagged for further investigation. confirming the list of shareholders and understanding any past attempts by those investors to get information from Ioticit. Call with Brian						
08-Aug-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50

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Note	2024-09-19	emails with allan lipman ; emails with I. Sabato and S. Zaccogna					
22-Sep-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
Note	2024-09-22	emails from Allan Lipman					
25-Sep-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
Note	2024-09-25	emails with Allan Lipman; email to I. Sabato; emails from S. Bieber and					
26-Sep-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
Note	2024-09-26	email to I. Sabato, A. Lipman; emails from S. Beiber and J. Howell; review and comment on draft order; email from B. O'Neill					
27-Sep-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.75	0.00	2,731.25
Note	September 27, 2024:	communication cfrom Darren Frank has his lawyer, Symon Zucker, send an email to Russo's office summarizing Darren's position. In this email, emails with shareholders; various telephone calls; review documentation					
27-Sep-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.25	0.00	718.75
Note	several email exchanges with Mr Zucker,	this letter is further to your email addressed to our offices dated September 27, 2024.					
27-Sep-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
Note	Received and reviewed Endorsement W.D. Black	September 27, 2024- discussions with COounsel					
28-Sep-2024	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50

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Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	From: Joanne Russo <russo@russocanhelp.com> Sent: Saturday, September 28, 2024 12:34 PM To: Bernadette Escujuri <be@bondlawpc.com> Subject: IOTICITI NETWORKS INC- RECEIVERSHIP ORDER Good afternoon, please see attached letter. We look forward to hearing from you					
30-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.25	0.00	718.75
<i>Note</i>	2024-09-30 zoom meeting with Ian Lipman and A. Lipman; call with Brian					
03-Oct-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	From: Bernadette Escujuri <be@bondlawpc.com> Sent: Thursday, October 3, 2024 12:10 PM To: Joanne Russo <russo@russocanhelp.com> Cc: Symon Zucker <sz@bondlawpc.com> Subject: IOTICITI NETWORKS INC- RECEIVERSHIP ORDER - MINUTE BOOK - **LINK EXPIRES October 9, 2024** Dear Ms. Russo, Further to above-noted matter and your email below, below is a link to the Minute Book that was provided to Mr. Klaiman on July 30th, 2024: Call with Hans					
03-Oct-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	October 3, 2024: formal letter to Darren Frank's - letter to Symon Zucker and Nancy Tourgis. In this letter (which references Mr. Frank's email of Sept 27), Russo acknowledges Darren's explanation but brings the focus back to the outstanding cooperation and documents she still requires. --request for the minute book, financial statements, share certificates, and other files; meeting with Italo and Brian					

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04-Oct-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
Note	Review of minute book					
16-Oct-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.80	0.00	1,610.00
Note	Russo preparing for further court proceedings. A motion to compel the landlord's compliance is expected to be heard, and she may also seek court orders against other non-cooperative parties					
22-Oct-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
Note	reviewed accounting data and is identifying any transfers that look irregular. review of the QuickBooks ledgers to ensure no hidden withdrawals or undisclosed debts.					
30-Oct-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
Note	2024-10-30 email to R. Piehler; discussions with Allan ; discussions with italo					
04-Nov-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
Note	Prepared various invoices re city of vaughan and completion of services; discussions with the City of Vaughan					
13-Nov-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
Note	received and reviewed various emails from From: Ed Hickland <edhickland@yahoo.com> Sent: Wednesday, November 13, 2024 3:51 AM To: Joanne Russo <russo@russochanhelp.com> Subject: CONFIDENTIAL - Ioticiti Networks - Court File No. CV-24-00712995-00CL					

My name is Ed Hickland and I function as an investor and advisor to the managing partners of a group of investors. In my search for information regarding a group known as IoT Power, your representative as a receiver of Ioticiti emerged.

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 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
19-Nov-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	From: Nancy Yates <Nancy.Yates@vaughan.ca> Sent: Tuesday, November 19, 2024 9:22 AM To: Marie Chan <Marie.Chan@vaughan.ca>; Fran Protomanni <Fran.Protomanni@vaughan.ca> Subject: FW: [External] Re: Pond Update. Discussions with City of Vaughan = P.O. has to be revised before invoices can be processed.					
19-Nov-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25
<i>Note</i>	From: amir haji <amir_haji_mohammad@yahoo.com> To: russo@russocanhelp.com <russo@russocanhelp.com> Sent: Tuesday, November 19, 2024 at 05:42:33 PM EST Subject: IOTICITI					
20-Nov-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.25	0.00	1,868.75
<i>Note</i>	Discussions with Shareholders; email exchanges brother and I invested 110,000 shares at 3 USD at IOTICITI.					
04-Dec-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.15	0.00	86.25
<i>Note</i>	review the spectrum licenses patents/trademarks don't lapse), and the company's website and domain					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	From: Nagle, Madeleine <mnagle@jonesday.com> Sent: Tuesday, January 7, 2025 9:36 PM To: Joanne Russo <russo@russocanhelp.com> Subject: Contact Information for Ioticiti, Metro Connect, and/or Darren Frank					
	EMAIL exchanges; discussions with Counsel and Brian re: Attorney at Jones Day, and I am writing to see if you have any contact information for Ioticiti Networks Inc., Metro Connect International Inc., and/or Darren Frank. We seek this information for a court case in which we are withdrawing as counsel. If you could share any contact information or related information you may have that could help us reach out to our client, we would really appreciate it. Please let me know.					
08-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.15	0.00	86.25
<i>Note</i>	From: Joanne Russo Sent: Wednesday, January 8, 2025 2:23 PM To: Nagle, Madeleine <mnagle@jonesday.com> Subject: RE: Contact Information for Ioticiti, Metro Connect, and/or Darren Frank email exchanges					
08-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	preparation of REceivers 3rd Report and action list reporting					
11-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
<i>Note</i>	From: Joanne Russo <russo@russocanhelp.com> Sent: January 11, 2025 6:28 PM To: brian.oneill@bellaliant.net; i.sabato58@gmail.com Subject: List of Outstanding items					
	Please see attached list for our review and discussions. Telephone call and email exchanges					
16-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
	<p><i>Note</i> From: Joanne Russo <russo@russocanhelp.com> Sent: Thursday, January 16, 2025 1:55 PM To: Nagle, Madeleine <mnagle@jonesday.com> Subject: RE: Contact Information for Ioticiti, Metro Connect, and/or Darren Frank</p> <p>Hi Madeleine, just left you a message. Kindly give me a call at your earliest convenience. Thank you RUSSO CAN HELP. Joanne Russo, President, Licensed Insolvency Trustee 78 Wellington St. E.?, Aurora, ON L4G 1H8 T: 905.7503.73328 ext. 101 F:? Hi Madeleine, just left you a message. Kindly give me a call at your earliest convenience.</p> <p>Thank you</p>					
19-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.25	0.00	718.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<p><i>Note</i> From: O'Donnell, Kelly V. <kodonnell@jonesday.com> Sent: Sunday, January 19, 2025 1:07 PM To: Joanne Russo <russo@russocanhelp.com> Cc: Nagle, Madeleine <mnagle@jonesday.com> Subject: RadioMobile / IOTICITI & Metro Connect - Pleadings in San Diego Superior Court lawsuit</p> <p>Ms. Russo,</p> <p>Following up on our call on Friday, I am attaching copies of the parties' pleadings that were filed in the San Diego Superior Court action. Specifically:</p> <ul style="list-style-type: none"> - RadioMobile filed its lawsuit (the Summons and Complaint) - Metro Connect answered the complaint, denying liability (the Answer), and filed a Cross-Complaint alleging that RadioMobile breached the parties' agreements and failed to repay money owed (the Cross-Complaint and Exhibits). <p>Over the time since the case was filed, the parties have made various efforts to settle the dispute, but never were able to come to an agreement. No determination has been made regarding the merits of either side's allegations.</p> <p>Last week we filed our motion to withdraw as counsel. That motion is on the court's calendar for 3/14/2025.</p>						
20-Jan-2025	340 General administration		IOTICITI NETWORKS Russo, Joanne INC.	0.50	0.00	287.50
<i>Note</i> reviewing Receiver's Order to settle claim- Radio Mobile						
21-Jan-2025	340 General administration		IOTICITI NETWORKS Russo, Joanne INC.	0.50	0.00	287.50
<i>Note</i> various email exchanges with counsel regarding radio mobile						
21-Jan-2025	340 General administration		IOTICITI NETWORKS Russo, Joanne INC.	0.45	0.00	258.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	From: Joanne Russo <russo@russocanhelp.com> Sent: Tuesday, January 21, 2025 4:14 PM To: Rolf Piehler <rmp@boglaw.ca>; George Pakozdi <gpakozdi@boglaw.ca>; Allan Lipman <alipman@szklaw.ca>; Ian Klaiman <iklaiman@szklaw.ca>; i.sabato58@gmail.com Subject: Zoom Meeting -Ioticiti &Metro Connect					
	Good afternoon Gentlemen,					
	We have a scheduled meeting with Allan and Ian at 3:00 pm to discuss the recent developments on this matter. Zoom details at the bottom of this invite/email.					
21-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25
<i>Note</i>	2025-01-21 emails with Counsel					
22-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
<i>Note</i>	2025-01-22 review relevant file information and applicable provisions in receivership order; consider litigation strategy re: US negotiations and potential settlement; attend on meeting with Ian and A. Lipman; attend on further meeting with A. Lipman, R. Piehler, B. O'Neill					
22-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.20	0.00	115.00
<i>Note</i>	Good afternoon Mr. O'Donnell, we have copied our Counsel Mr. Lipman on your email and provided him with a brief update on our discussions.					
	We would like to hold a call with you tomorrow if possible to discuss this matter further.					
	Can you let us know your availability for tomorrow or this week.					
	Thank you and we look forward to hearing from you.					
22-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	From: Joanne Russo Sent: Wednesday, April 10, 2024 7:28 AM To: Silvano Zaccogna Cc: i.sabato58@gmail.com; Lawrence Gold; Santina Zito Subject: RE: Endorsement and Order - Intel Centers Inc. et al v. Ioticiti Networks Inc. et al - CV-24-00712995-00CL - Wilton-Stiegel,J - 04-APR-2024					
				2.15	0.00	1,236.25
<i>Note</i>	email exchanges 340 General administration IOTICITI NETWORKS Russo, Joanne INC. https://www.mediafire.com/file_premium/80oh8hqs4lpa89z/RealeSutherlandEYReport.pdf/file					
				0.90	0.00	517.50
<i>Note</i>	Discussions with Hans- 340 General administration IOTICITI NETWORKS Russo, Joanne INC. attending to initial communications with Lipman office regarding matter Radio Mobile					
				0.90	0.00	517.50
<i>Note</i>	2025-04-16 attending to preparation and drafting of letter to Radio Mobile attending to providing to A. Lipman for review attending to emails with A Lipman IOTICITI NETWORKS Russo, Joanne INC.					
				0.80	0.00	460.00
<i>Note</i>	Sent: Monday, April 22, 2024 4:49 PM To: 'Terrence A. Pochmurski' <terrence@cattanach.ca> Cc: Gwenn Dyett <gdyett@boglaw.ca> Subject: RE: Ioticiti Networks Inc.; Yours: R. Reusse Construction; 900-100 Allstate Parkway, Markham; Ours: 962-100					

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File Name: IOTICITI NETWORKS INC.
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 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
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Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
22-Apr-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.40	0.00	230.00
Note	review draft letter to Radio Mobile discussions and email exchanges with counsel					
24-Apr-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.60	0.00	345.00
Note	From: Rolf Pichler <rmp@boglaw.ca> Sent: Wednesday, April 24, 2024 12:39 PM To: Joanne Russo <russo@russocanhelp.com> Subject: RE: Ioticiti email exchanges					
25-Apr-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
Note	From: Terrence A. Pochmurski <terrence@cattanach.ca> Sent: Thursday, April 25, 2024 12:00 PM To: Joanne Russo <russo@russocanhelp.com>; 'Rolf Pichler' <rmp@boglaw.ca>; rickr@reusseproperties.com Joanne, thanks for the letter.					
30-Apr-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.85	0.00	488.75
Note	From: Emilie Alderman <Emilie.Alderman@vaughan.ca> Sent: Tuesday, April 30, 2024 9:46 AM To: Joanne Russo <russo@russocanhelp.com> Cc: Samina Zito <zito@russocanhelp.com>; Zoran Postic <Zoran.Postic@vaughan.ca> Subject: RE: [External] RE: IOTICITI NETWORKS INC- Call with Emilie - various email exchanges					
01-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25

Detailed Time Entry Report

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 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
Note	various email exchanges- Terrence,					
The evidence provided was the following:						
1. 4 invoices were provided to reflect the purchase of the equipment;						
2. The fact that Ioticiti operated their business from the leased premises - we provided you with evidence of same;						
3. Decision Order issued by the Ministry confirming who had ownership to the assets;						
4. You confirmed your client is sitting on our records;						
01-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
Note	attending to receipt and review of letter from Sheppard Mullen - discussions with Counsel					
01-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
Note	2025-05-01 attending to receipt and review of letter from Sheppard Mullen attending to preparation and drafting of memo of comments; discussions with Allan lipman					
12-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
Note	email exchanges and meeting with Brian and Italo-From: Joanne Russo <russo@russocanhelp.com> Sent: May 12, 2025 1:56 PM To: brian.oneill@bellaliant.net; i.sabato58@gmail.com; hans.kristian.skaade@gmail.com Subject: FW: Russo Corp as Receiver of Ioticiti/Metro Connect International Inc.					
22-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
Note	2025-05-22 attending to letter Allan 2025-05-22 attending to letter to Anderson					

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File Name: IOTICITI NETWORKS INC.
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 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
22-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
Note	reviewed letter from Counsel- discussions with Counsel					
23-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
Note	review letter to Anderson, email exchanges with COounsel					
26-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25
Note	attending to telephone call with Lipman, discussions iwth US Counsel various email exchanges					
27-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
Note	attending to counteroffer from Sheppard Mullen- emails with Allan Lipman					
27-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	776.25
Note	From: Joanne Russo <russo@russocanhelp.com> Sent: Monday, May 27, 2024 9:04 AM To: Terrence A. Pochmurski <terrence@cattanach.ca> Cc: rickr@reusseproperties.com; Santina Zito <zito@russocanhelp.com> Subject: Re: URGENT Morning I am scheduled to come today, was about to make my way there. Will you be providing us access? You have ignored the enclosed letter.					
27-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
Note	2025-05-27 attending to counteroffer from Sheppard Mullen attending to emails with Lipman					
29-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25
Note	2025-05-29 attending to letter to Anderson re: offer rejection					

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 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
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Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
29-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.30	0.00	172.50
Note	Confer with US counsel regarding status of case and plan to request a continuance. 05/29/25					
02-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
Note	Review and Revise Notice of Appearance; coordinate filing					
04-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.40	0.00	230.00
Note	2025-06-04 email and telephone attendance with Allan Lipman					
06-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
Note	call with USA Counsel					
12-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
Note	Attention to emails re letter to T. Anderson and settlement.					
12-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
Note	2025-06-12 attending to telephone attendance and email with Allan Lipman re settlement re Radio Mobile; call with Italo					
12-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
Note	2025-06-12 attending to receiving correspondence from Sheppard Mullen including reviewing initial Agreement of Purchase and Sale and information flowing related litigation including telephone attendance to negotiate and complete in principal terms of ; email discussions with Italo followed by phone call					

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 WIP Date From: April 5, 2024
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13-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
Note	2025-06-13 attending to communicating with Kejartanson with copies of all documentation orders and supporting material in order to assist in completing settlement					
13-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
Note	M. Kjartanson discussion- Review settlement terms and confer regarding same. 06/13/25					
13-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
Note	Received letter from Counsel - discussions with Counsel- From: Patricia Walters <pwalters@szklaw.ca> Sent: Friday, June 13, 2025 9:36 AM To: mkjartanson@swlaw.com Cc: Joanne Russo <russo@russocanhelp.com>; Allan Lipman <alipman@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca> Subject: Ioticitri/Metro Connect International Inc. and Radio Mobile					
	Good morning.					
	Please see attached from Allan Lipman.					
14-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
Note	Discussions with Counsel- USA-M. Kjartanson Revise settlement agreement. 06/14/25					
15-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75

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 WIP Date From: April 5, 2024
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 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount	
Note		Discussions with Counsel- email exchangesSent: Sunday, June 15, 2025 12:34 PM To: Joanne Russo <russo@russocanhelp.com>; Patricia Walters <pwalters@szklaw.ca> Cc: Allan Lipman <alipman@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: RE: Ioticit/i/Metro Connect International Inc. and Radio Mobile					
			Joanne and Allan,				
			Attached please find the working draft of the settlement agreement. As you will see, we have a few highlights and notes to consider.				
			First, regarding the conveyance of shares of RadioMobile, can you please send us the Share Purchase Agreement that is referenced in the Cross-Complaint? If the conveyance is governed by that agreement, then it seems like Canadian law would govern. If that is the case, we will likely need Allan to weigh in here. However, if the conveyance is not contemplated under the Share Purchase Agreement, we will likely need to bring in corporate and securities counsel to make sure we have included the necessary language to effectuate the conveyance under US law.				
			Second, as currently drafted, the California litigation will be dismissed within 10 business days of the effective date. Please let us know if you have any concerns with this approach. Given that the shares will be transferred after receipt of \$1.6 million settlement payment, I am not as concerned about keeping the litigation active to ensure performance.				
			Third, please review the choice of law and venue provisions. As drafted, the choice of law is California and the venue where any actions can be brought is San Diego. Please let us know if you would prefer the agreement to be governed by a different state (or country) or a different venue.				
15-Jun-2025	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.90	0.00	517.50
Note		2025-06-15 attending to reviewing first draft of settlement agreement and providing					
16-Jun-2025	340	General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.25	0.00	718.75
Note		2025-06-16 attending to letter to Molly Kjartason and attending to emails related - attending to email exchange finalizing terms related to transfer of shares to discussing final concerns with Molly Kjartanson and Allan Lipman					

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16-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25
<i>Note</i>	From: Joanne Russo Sent: Monday, June 16, 2025 7:28 AM To: Kjartanson, Molly <mkjartanson@swlaw.com>; Patricia Walters <pwalters@szklaw.ca> Cc: Allan Lipman <alipman@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: RE: Ioticiiti/Metro Connect International Inc. and Radio Mobile Good morning All, Thank you Molly for the enclosed. Let me review and speak with Allan on this matter and we will get back to you today.					
16-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	discussions with A. Davis Discuss corporate redemption concepts in settlement agreement with M. Kjartanson					
16-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	discussions with M. Kjartanson Revise settlement agreement after receipt of comments from A. Lipman; discussions with M. Kjartanson Confer with A. Davis regarding transfer of shares in RadioMobile.- further discussions with M. Kjartanson Confer with J. Russo regarding revisions settlement ; K. Brown Attention to multiple emails re settlement; review same; draft comments. 06/16/25					
17-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.15	0.00	86.25
<i>Note</i>	From: Allan Lipman <alipman@szklaw.ca> Sent: Tuesday, June 17, 2025 3:17 AM To: Kjartanson, Molly <mkjartanson@swlaw.com>; Joanne Russo <russo@russocanhelp.com>; Patricia Walters <pwalters@szklaw.ca> Cc: Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: Re: Ioticiiti/Metro Connect International Inc. and Radio Mobile					

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File Name: IOTICITI NETWORKS INC.
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 WIP Date From: April 5, 2024
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Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
17-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.85	0.00	488.75
Note	2025-06-17 attending to receiving and reviewing further amended version of settlement agreement commenting thereon					
19-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.30	0.00	172.50
Note	From: Kjartanson, Molly <mkjartanson@swlaw.com> Sent: Thursday, June 19, 2025 9:20 AM To: Joanne Russo <russo@russocanhelp.com> Cc: Allan Lipman <alipman@szklaw.ca>; Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <esolorio@swlaw.com>; Brown, Kevin <kbrown@swlaw.com> Subject: RE: Ioticititi/Metro Connect International Inc. and Radio Mobile Joanne, We received the attached redline from RadioMobile's counsel. As you will see, they included the Moores and the Ontario litigation. Conceptually, I do not see an issue with these additions. Agreed					
19-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
Note	Review redline from RadioMobile's counsel and confer with receiver regarding same.-Attention to emails re redlines to settlement agreement					
20-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75

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 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	From: Kjartanson, Molly <mkjartanson@swlaw.com> Sent: Friday, June 20, 2025 4:00 PM To: Joanne Russo <russo@russocanhelp.com> Cc: Allan Lipman <alipman@szklaw.ca>; Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: Re: Ioticit/Metro Connect International Inc. and Radio Mobile Great. I will get this off to RadioMobile's counsel this afternoon. On Jun 20, 2025, at 12:44?PM, Joanne Russo <russo@russocanhelp.com> wrote: IOTICITI NETWORKS INC.					
20-Jun-2025		340 General administration	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	From: Kjartanson, Molly <mkjartanson@swlaw.com> Sent: Friday, June 20, 2025 4:00 PM To: Joanne Russo <russo@russocanhelp.com> Cc: Allan Lipman <alipman@szklaw.ca>; Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: Re: Ioticit/Metro Connect International Inc. and Radio Mobile					
20-Jun-2025		340 General administration	Russo, Joanne	0.45	0.00	258.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	From: Kjartanson, Molly <mkjartanson@swlaw.com> Sent: Tuesday, June 24, 2025 1:42 PM To: Joanne Russo <russo@russocanhelp.com> Cc: Allan Lipman <alipman@szklaw.ca>; Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: RE: Ioticiti/Metro Connect International Inc. and Radio Mobile					
24-Jun-2025				0.50	0.00	287.50
<i>Note</i>	I sent over the revised settlement agreement to RadioMobile's counsel on Friday afternoon. I					
	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	Discussions with shareholders, brain oneil and Rolf					
26-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	Attention to emails re redlines to settlement agreement.					
30-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.90	0.00	517.50
<i>Note</i>	Review and revise settlement agreement and confer regarding same.					
30-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
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Note From: K;jartanson, Molly <mkjartanson@swlaw.com>
 Sent: Monday, June 30, 2025 10:54:44 AM
 To: Joanne Russo <russo@russocanhelp.com>
 Cc: Allan Lipman <alipman@szklaw.ca>; Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com>
 Subject: RE: Ioticiti/Metro Connect International Inc. and Radio Mobile

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Joanne,

Your timing is excellent. We received a redline from RadioMobile's counsel (Redline – Russo – Ioticiti Settlement Agreement). RadioMobile's comments were very

30-Jun-2025	340 General administration			0.45		258.75
		IOTICITI NETWORKS INC.	Russo, Joanne			

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Note	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
	<p>From: Kjartanson, Molly <mkjartanson@swlaw.com> Sent: Monday, June 30, 2025 10:54:44 AM To: Joanne Russo <russo@russocanhelp.com> Cc: Allan Lipman <alipman@szklaw.ca>; Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: RE: Ioticitit/Metro Connect International Inc. and Radio Mobile</p> <p>CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.</p> <p>Hi Joanne,</p> <p>Your timing is excellent. We received a redline from RadioMobile's counsel (Redline – Russo – Ioticitit Settlement Agreement). RadioMobile's comments were very slight. The last sticking point is the certification. Instead of providing the certificate, RadioMobile's counsel would like to agree that we will certify the transfer, if needed, in the future. I don't advise that you enter into an agreement requiring you to execute a certification that we have not reviewed. However, I understand that we want to close this transaction and bring money into the estate. As such, I suggest that we strike the certification language and state that the Receiver will execute documents necessary to effectuate the transfer of the shares to RadioMobile. As you will see in the 6:30 redline pdf, I have gone ahead and included this language for your review.</p>						
30-Jun-2025	340 General administration			Russo, Joanne	0.45	0.00	258.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
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Note From: Kjartanson, Molly <mkjartanson@swlaw.com>
 Sent: Monday, June 30, 2025 2:52:16 PM
 To: Allan Lipman <alipman@szklaw.ca>; Joanne Russo <russo@russocanhelp.com>
 Cc: Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com>
 Subject: RE: Ioticitri/Metro Connect International Inc. and Radio Mobile

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Joanne and Allan,

Allan, not to worry. There have been quite a few moving parts here.

I have wonderful news, RadioMobile counsel accepted the changes to the agreement. RadioMobile and the Moores are prepared to execute the agreement. As such, attached is the execution version. I will be sending the attached to RadioMobile's counsel shortly. I anticipate that we will have the fully executed agreements by the end of the day with the first payment due on July 3, 2025.

30-Jun-2025		340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.25	0.00	1,293.75
<i>Note</i>		2025-06-30 attending to telephone and email exchange with all parties and finalize agreement and - attending to providing instructions to Jacob and Ian to have settlement agreement receive court approval with all details; attending to receiving further revised agreement from Radio Mobile's solicitors and attending to reviewing and commenting thereon					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: April 5, 2024
 WIP Date To: June 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
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Summary

Time charged: 323.25
 Amount charged for time: 185,258.75
 Disbursements charged: 0.00
 Time and disbursement: 185,258.75
 Mark Down: 0.00

Summary By Code

Code	Time Charged	Amount Charged	Disbursements	Mark Down
340 - General administration	323.25	185,258.75	0.00	0.00

Summary By Staff

Staff	Time Charged	Amount Charged	Disbursements	Mark Down
Russo, Joanne	323.25	185,258.75	0.00	0.00

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: July 1, 2025
 WIP Date To: August 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
02-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
Note	From: Allan Lipman <alipman@szklaw.ca> Sent: Wednesday, July 2, 2025 9:48 AM To: Joanne Russo <russo@russocanhelp.com>; Jakob Bogacki <jbogacki@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca> Subject: RE: Ioticit/Metro Connect International Inc. and Radio Mobile					
03-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
Note	discussions with Counsel, preparation of 3rd report					
05-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25
Note	From: Joanne Russo Sent: Saturday, July 5, 2025 7:11 AM To: 'TIBSupport' <TIBsupport@versabank.com> Subject: FW: Ioticit/Metro Connect International Inc. and Radio Mobile					
	Good morning and Happy Saturday, a wire transfer in the captioned estate should have been sent on July 3rd in the captioned estate. Can you kindly confirm if the funds have arrived.					
07-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: July 1, 2025
 WIP Date To: August 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
	<p>Note</p> <p>From: Patricia Walters Sent: July 7, 2025 12:37 PM To: russo@russocanhelp.com Cc: Allan Lipman <alipman@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca> Subject: Ioticitri 3rd Report</p> <p>Good afternoon.</p> <p>Please see attached from Allan Lipman. revisions made to 3rd report</p>					
08-Jul-2025			Russo, Joanne	0.45	0.00	258.75
	<p>Note</p> <p>Discussions with Bank regarding settlement funds; call with US COounsel From: Nicki Bates <NickiB@versabank.com> Sent: Tuesday, July 8, 2025 9:34 AM To: Joanne Russo <russo@russocanhelp.com> Subject: RE: Ioticitri/Metro Connect International Inc. and Radio Mobile</p> <p>Good morning Joanne,</p> <p>We have not yet received this wire payment but, I have asked RBC to take a look as it is in USD coming into a CDN account and those usually get stuck in the system.</p>					
09-Jul-2025			Russo, Joanne	1.75	0.00	1,006.25
	<p>Note</p> <p>From: Joanne Russo <russo@russocanhelp.com> Sent: Wednesday, July 9, 2025 2:48 PM To: Nicki Bates <NickiB@versabank.com> Subject: RE: Ioticitri/Metro Connect International Inc. and Radio Mobile</p> <p>Discussions with Bank; forwarded receivers report to counsel for review - revisions to same</p>					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: July 1, 2025
 WIP Date To: August 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
09-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
Note	From: Nicki Bates <NickiB@versabank.com> Sent: Wednesday, July 9, 2025 11:28 AM To: Joanne Russo <russo@russocanhelp.com> Subject: RE: Ioticitii/Metro Connect International Inc. and Radio Mobile Good morning Joanne, I have attached confirmation that this wire payment has been credited to account #7722592.					
11-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
Note						
17-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
Note	discussions with Counsel- From: Jakob Bogacki <jbogacki@szklaw.ca> Sent: Thursday, July 17, 2025 1:53 PM To: JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca> Cc: Ian Klaiman <iklaiman@szklaw.ca> Subject: URGENT MOTION SCHEDULING - Intel Centers Inc. et al. v Ioticitii Networks Inc. et al. - CV-24-00712995-00CL Importance: High					
18-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
Note	email discussions with Counsel- From: Joanne Russo <russo@russocanhelp.com> Sent: July 18, 2025 6:57 AM To: Jakob Bogacki <jbogacki@szklaw.ca>; Ian Klaiman <iklaiman@szklaw.ca>; Allan Lipman <alipman@szklaw.ca> Cc: Tiegian Kilbride <tkilbride@szklaw.ca> Subject: RE: URGENT MOTION SCHEDULING - Intel Centers Inc. et al. v Ioticitii Networks Inc. et al. - CV-24-00712995-00CL					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: July 1, 2025
 WIP Date To: August 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
18-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.30	0.00	172.50
Note	Preparation of Service list- emailed same to Counsel- email exchangesFrom: Ian Klaiman <iklaiman@szklaw.ca> Sent: Friday, July 18, 2025 3:30 PM To: Joanne Russo <russo@russocanhelp.com> Cc: Jakob Bogacki <jbogacki@szklaw.ca>; Allan Lipman <alipman@szklaw.ca>; Tiegan Kilbride <tkilbride@szklaw.ca> Subject: Re: URGENT MOTION SCHEDULING - Intel Centers Inc. et al. v Ioticit Networks Inc. et al. - CV-24-00712995-00CL					
18-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
Note	Reviewed and finalized Motion Record- discussions with Counsel- Hi Allan and Joanne, See attached finalized Motion Record – please let me know if you have any comments or concerns before we serve and file. The Draft Order is at Tab 3 of the Motion Record.					
21-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
Note	Discussions with Counsel- various email exchanges- From: Jakob Bogacki <jbogacki@szklaw.ca> Sent: Monday, July 21, 2025 5:14 PM To: Joanne Russo <russo@russocanhelp.com>; Allan Lipman <alipman@szklaw.ca> Cc: Ian Klaiman <iklaiman@szklaw.ca> Subject: RE: Motion Record - Intel Centers Inc. et al. v Ioticit Networks Inc. et al. - CV-24-00712995-00CL - 71598 Hi everyone, The factum was completed, served, and filed today, and the motion materials are uploaded to Case Center.					
21-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: July 1, 2025
 WIP Date To: August 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	Reviewed Factum- From: Tiegan Kilbride Sent: Monday, July 21, 2025 11:52 AM To: 'sz@bondlaw.net' <sz@bondlaw.net>; 'htourgis@srtlegal.com' <htourgis@srtlegal.com>; Alex Flesias <aflesias@hammondflcias.com>; 'sbieber@agblp.com' <sbieber@agblp.com>; 'jhowell@agblp.com' <jhowell@agblp.com>; 'doug@nilisea.com' <doug@nilisea.com>; 'alan@impactnorth.com' <alan@impactnorth.com>; 'ray.dantonio@gmail.com' <ray.dantonio@gmail.com>; 'samg@evergreenfinancial.ca' <samg@evergreenfinancial.ca>; 'sdeluca@spectrumrealtyservices.com' <sdeluca@spectrumrealtyservices.com>; 'afcanholdings@gmail.com' <afcanholdings@gmail.com>; '2991marcosan@gmail.com' <2991marcosan@gmail.com>; 'cvenditti@gmail.com' <cvenditti@gmail.com>; 'fred@impactnorth.com' <fred@impactnorth.com>; 'mike@fronte.ca' <mike@fronte.ca> Cc: Jakob Bogacki <jbogacki@szklaw.ca>; Ian Klaiman <iklaiman@szklaw.ca> Subject: Intel Centers Inc. et al. v. Ioticiiti Networks Inc. et al. - CV-24-00712995-00CL Good morning.					
24-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	Received Order, reviewed order- discussions and email with counsel From: Kjartanson, Molly <mkjartanson@swlaw.com> Sent: Thursday, July 24, 2025 5:59 PM To: Ian Klaiman <iklaiman@szklaw.ca> Cc: Joanne Russo <russo@russocanhelpp.com>; Allan Lipman <alipman@szklaw.ca>; Jakob Bogacki <jbogacki@szklaw.ca>; Tiegan Kilbride <tkilbride@szklaw.ca> Subject: RE: Endorsement and order-INTEL CENTERS INC. et al v. IOTICITI NETWORKS INC. et al - CV-24-00712995-00CL - July 24, 2025					
24-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	Attendance in Court - Receivers Report Approval					
27-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: July 1, 2025
 WIP Date To: August 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
	Note	discussions with Brian and Italo- email exchanges-From: Joanne Russo <russo@russocanhelp.com> Sent: July 27, 2025 11:27 AM To: 'brian.oneill@bellaliant.net' <brian.oneill@bellaliant.net>; 'Italo Sabato' <i.sabato58@gmail.com> Subject: RE: Endorsement and order-INTEL CENTERS INC. et al v. IOTICITI NETWORKS INC. et al - CV-24-00712995-00CL - July 24, 2025				
29-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
	Note	Email exchanges with Counsel -RadioMobile has prepared papers to dismiss the San Diego action. The request for dismissal should be filed today or tomorrow. Looking forward to the Receiver's obligations under the Settlement Agreement, the Receiver will need to dismiss the action pending in Ontario Court identified as Court File No. CV-20-00002909. As you may remember, the Receiver is required to dismiss the action within 10 business days of the effective date. The effective date is the date after (i) the Receivership Court approves the settlement agreement and (ii) the Receiver receives full payment. Assuming the final payment is received on October 15, 2025, the Ontario action must be dismissed by October 29, 2025. Given that we have time to dismiss under the Settlement Agreement, we may want to wait to dismiss until we receive all payments. Under the Settlement Agreement, the Receiver also agreed to convey all rights, title, and interest in the shares of RadioMobile. As to this requirement, we will wait for documentation from RadioMobile.				
30-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.95	0.00	546.25
	Note	email exchanges-Its not complete Joanne, just showing you the preliminary document, I need to mold it into a piece of art From: Joanne Russo <russo@russocanhelp.com> Sent: July 30, 2025 8:10 AM To: 'brian.oneill@bellaliant.net' <brian.oneill@bellaliant.net>; Italo Sabato <i.sabato58@gmail.com> Cc: Gilber Izquierdo <gim85.cardio@gmail.com> Subject: RE: Timeline snd Supporting documents				
31-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: July 1, 2025
 WIP Date To: August 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
Note		From: Kjartanson, Molly <mkjartanson@swlaw.com> Sent: Tuesday, July 1, 2025 1:34:44 PM To: Joanne Russo <russo@russocanhelp.com>; Allan Lipman <alipman@szklaw.ca> Cc: Ian Klaiman <iklaiman@szklaw.ca>; Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: RE: Ioticiti/Metro Connect International Inc. and Radio Mobile				
			Joanne,			
			We received the executed version from RadioMobile's counsel.			
			Once we have your signed copy, I will circulate the executed version for everyone's records. - call with Allan, call with Italo			
08-Aug-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
Note		Draft letter dated October 3, 2024 SYMON ZUCKER PROFESSIONAL CORPORATION ; Attention : Symon Zucker - Email: sz@bondlawpc.com -and- Nancy J. Tourgis, Managing Partner Solomon Rothbart Tourgis Slodovnick, LLP Email:ntourgis@srtlegal.com -andBernadette Escujuri via email: be@bondlawp34				
		Responded to draft letter to all parties regarding September 27, 2024-				
11-Aug-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
Note		email exchanges with Brian and italo-Good Afternoon Joanne,				
		I am in the process of finalizing the content that is going into the report. I need you to review the attached 2 documents and tell me which colour you like for each document				
14-Aug-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.80	0.00	460.00

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: July 1, 2025
 WIP Date To: August 30, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
24-Aug-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50

Summary

Note: Good Morning Joanne and Italo, I am attaching my final report for your review.

Time charged: 24.05
 Amount charged for time: 13,828.75
 Disbursements charged: 0.00
 Time and disbursement: 13,828.75
 Mark Down: 0.00

Summary By Code

Code	Time Charged	Amount Charged	Disbursements	Mark Down
340 - General administration	24.05	13,828.75	0.00	0.00

Summary By Staff

Staff	Time Charged	Amount Charged	Disbursements	Mark Down
Russo, Joanne	24.05	13,828.75	0.00	0.00

Time Entry for the Period September 1, 2025 to October 8, 2025

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 WIP Date From: September 1, 2025
 WIP Date To: October 8, 2025
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
30-Sep-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
	Note	preparation of 4th report; discussion with counsel				
07-Oct-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.00	0.00	1,150.00
	Note	Finalization of 4th report				

Summary

Time charged: 3.50
 Amount charged for time: 2,012.50
 Disbursements charged: 0.00
 Time and disbursement: 2,012.50
 Mark Down: 0.00

Summary By Code

Code	Time Charged	Amount Charged	Disbursements	Mark Down
340 - General administration	3.50	2,012.50	0.00	0.00

Summary By Staff

Staff	Time Charged	Amount Charged	Disbursements	Mark Down
Russo, Joanne	3.50	2,012.50	0.00	0.00

Summary of Russo Corp Time Dockets and Billings to Date

The first segment is the pre-appointment period, which started in May 2023 and ended April 2024, and can best be described as activities up to the date of the receivership appointment. Later in this report the extensive involvement of one of the applicants, Intel Centre Inc., will be discussed in detail and supported by time summaries provided by them. As is reflected in those time summaries, long before its appointment, the Receiver was working with Intel on an almost daily basis, assisting where possible in the investigative process, and gathering evidence relevant to the application. The total billable hours are 143.30 hours for Joanne Russo @ \$575.00 for a total of \$ 82,547.50.

The second segment is the period from April 2024 to June 2025 and covers the period of the overall administration of the entire estate. Much of those activities are covered in earlier reports. The total billable hours are 323.25 hours for Joanne Russo at \$575.00 for a total of \$185,258.75.

The third segment is the period from July to August 2025 and encompasses the discovery of the United States litigation, and extensive investigations into the circumstances of the same, and activities exploring the possibility of recovery from settlement of that particular litigation. The total billable hours for Joanne Russo at 24.05 hours @ \$575.00 for a total of \$ 13,828.75.

The fourth segment is the period August of 2025 to the present and basically covers the finalization of the settlement of the United States litigation, the submission of the settlement offer to the court for its approval, the gathering of information to complete this 4th receivers report, and the development of this report to the court. The total billable hours are 3.50 hours for Joanne Russo @ \$575.00 for a total of \$2,012.50

Total fees encompass 494.10 hours at an average hourly rate of approximately \$575.00 for a total of \$283,647.50 and applicable taxes. Total fees inclusive of applicable taxes in the amount of \$320,519.42.

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
03-May-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.70	0.00	402.50
<i>Note</i>	Date: May 3, 2023 at 11:21:07 AM EDT To: LSG APPRAISALS <lawrencegoldappraisals@gmail.com>, Aaron Rosenberg <arosenberg@relawllp.ca> Subject: RE: minority shareholders remedy matter Reply-To: hans.kristian.skaade@gmail.com- call with shareholders					
05-May-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.25	0.00	1,293.75
<i>Note</i>	2023-05-15 Initial review of estate documents - meeting with Shareholders					
10-May-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	May 10, 2023: meeting with shareholders to discuss receivership process					
05-Jun-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.00	0.00	1,725.00
<i>Note</i>	Reviewed BCSC and OSC complaint filing confirmations for accuracy.					
07-Jun-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.00	0.00	2,875.00
<i>Note</i>	meeting with Brian-reviewed 2018-2020 transaction history against share registry changes					
12-Jun-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.00	0.00	2,300.00
<i>Note</i>	meeting with Brian, Reviewed corporate restructuring records for hidden asset transfers					
16-Jun-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.50	0.00	2,587.50
<i>Note</i>	Meeting with Brian- Analyzed historical Metro Connect and Mustang Asset Management records					
23-Jun-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.75	0.00	2,156.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	email exchanges with Larry Gold and Allan Lipman -From: LSG APPRAISALS Sent: Friday, June 23, 2023 3:52 PM To: Allan Lipman Subject: Fwd: DRAFT CONTENT FOR NEXT STEPS. . the current financial status of the Corp. b. confirmation of number of shareholders and the amounts advanced by each. c. review banking records. d. the determination of current CRA super priority debt for non remitted payroll deduction. e. determination as to who currently is the registered owner of the Canadian Spectrum licenses and the USA Spectrum Licenses. f. determination of monies exchanged for Mexico deal, as well as details. g. determination of the corporate hierarchy including specifics of all fully owned subsidiaries which are owned by Ioticiti (or others), the amount paid for them, their fair market valuation and determination of what assets if any each of the subsidiary companies own. h. determination of all existing secured and unsecured creditors.					
24-Jun-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	email exchanges with Counsel -From: Allan Lipman Sent: Saturday, June 24, 2023 12:48 PM To: Joanne Russo Subject: FW: Minority shareholders remedy matter BRIEFING NOTE #1 email discussions and telephone discussions					
01-Jul-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	Meeting at Silvano house with various shareholders					
07-Jul-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	Reviewed subscription agreements; call with Brian; reviewed shareholders list reviewed documentation					
07-Jul-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.00	0.00	1,150.00
<i>Note</i>	Updated shareholder database with latest findings					
10-Jul-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	Reviewed subscription agreements; reviewed books and records; call with Brian					
16-Aug-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	reviewed trust declarations and letter of acceptance and transmittal for various parties					
18-Aug-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	Staff	File Number	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	From: Allan Lipman <alipman@lzwlaw.com> Sent: Friday, August 18, 2023 9:36 AM To: LSG APPRAISALS wrancegoldappraisals@gmail.com> Cc: Joanne Russo <russo@russocanhelp.com> Subject: RE: Iocitti email exchanges, reviewed books and records					
21-Sep-2023	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	4.15	0.00	2,386.25
<i>Note</i>	September 2023: meeting with shareholders discussions regarding Intel Centers Inc. and individuals Italo Sabato, Silvano Zacchigna, and Maria A. Majluf -- organize an inquiry into Ioticiti's activities. Intel Centre starts compiling evidence of potential mismanagement and investor deception.					
26-Sep-2023	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	4.25	0.00	2,443.75
<i>Note</i>	attending to initial communications and telephone conversations relating to matter; attending to correspondence with R. Piehler; discussions with Allan Lipman					
10-Oct-2023	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	0.50	0.00	287.50
<i>Note</i>	call with A. Lipman, L. Gold email to R. Piehler					
13-Oct-2023	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	3.25	0.00	1,868.75
<i>Note</i>	attending to receipt and review of documentation and material					
17-Oct-2023	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	2.15	0.00	1,236.25
<i>Note</i>	Review file and prepare for meeting; meeting with I. Sabato, S. Zacchigna, A. Lipman and L. Gold; obtain and review corporation searches 2023-11-18 emails with L. Gold					
17-Oct-2023	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	3.25	0.00	1,868.75
<i>Note</i>	On Oct 17, 2023, review of documents and files as provided by the shareholders investors; primarily Brian, Hans and Italo. summary of first rough draft done by tomorrow.					
18-Oct-2023	340 General administration	Russo, Joanne	IOTICITI NETWORKS INC.	2.75	0.00	1,581.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	From: Ian Klaiman <IKlaiman@lzwlaw.com> Sent: Wednesday, October 18, 2023 8:10 PM To: Allan Lipman <alipman@lzwlaw.com> Cc: LSG APPRAISALS <lawrencegoldappraisals@gmail.com>; Joanne Russo <russo@russocanhelp.com> Subject: Re: BRIEFING NOTE SUMMARY (still under construction) UPDATE NOTE meeting to discussion note summary and investigations to date; preparation of summary					
18-Oct-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	October 2023: An internal investigative team is on call to handle incoming information and urgent leads. reviewed interview transcripts, internal emails, and preliminary financial data –conduct by Ioticiti’s management.					
26-Oct-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	call with L. Gold, A. Lipman email from L. Gold					
27-Oct-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	Review-Valuation: Deloitte re IOTICITI as they became partners, as Deloitte was going to refer IOTICITI to their global client base. From: LSG APPRAISALS <lawrencegoldappraisals@gmail.com> Sent: Friday, October 27, 2023 9:18 AM To: Ian Klaiman <IKlaiman@lzwlaw.com> Cc: Al Lipman <alipman@lzwlaw.com>; Joanne Russo <russo@russocanhelp.com>					
09-Nov-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.70	0.00	402.50
<i>Note</i>	review file documentation; draft affidavit; discussions with Allan and Ian					
19-Nov-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.00	0.00	575.00
<i>Note</i>	attending to reviewing material , 2023-11-19 email to I. Sabato, S. Zaccogna; email to R. Piehler					
22-Nov-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>	attending to emails and correspondence ALL 2023-11-22 call to I. Sabato -11-28 email to I. Sabato IJK					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
29-Nov-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.50	0.00	3,162.50
<i>Note</i>	meeting with shareholders regarding the investigative team analyzes financial records (such as bank statements and any QuickBooks data and timelines of fund transfers. prepared summaries of findings, expired licenses, undisclosed liabilities,					
02-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	review email and attachments from B. O'Neill; lengthly call with Brian draft motion material					
06-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.25	0.00	2,443.75
<i>Note</i>	2023-12-06 draft motion material ; discussions with Ian- Counsel and Jacob; meeting with Italo and call with Brian					
08-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.25	0.00	1,293.75
<i>Note</i>	Meeting with Larry Gold; call with Brian-email from L. Gold					
13-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
<i>Note</i>	continue to draft affidavit of I. Sabato; emails with R. Piehler attending an reviewing documentation - attending to reviewing material and comments					
17-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
<i>Note</i>	zoom meeting with I. Sabato and B. O'Neil; emails from B. O'Neil and Counsel					
19-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	reviewed draft affidavit of S. Zacchigna; review relevant file information; email to S. Zacchigna and I. Sabato 2023-12-19 Reviewing draft Notice of Application seeking investigative receiver and oppression remedy;					
20-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.00	0.00	1,150.00
<i>Note</i>	review and edit Notice of Application; emails to S. Zacchigna and I. Sabato; call from I. Sabato; meeting with I. Sabato and S. Zacchigna to review affidavit					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
21-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
Note	Review and edit Notice of Application; emails to S. Zacchigna and I. Sabato; meeting with I. Sabato and S. Zacchigna to review affidavit - Continuing to revise Notice of Application					
28-Dec-2023	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
Note	conference call with clients; email from H. Skaade; call with Larry Smith and call with Italo					
03-Jan-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.50	0.00	2,587.50
Note	Mapped licensing lapse timeline; compared ISED records with Ioticitici claims					
05-Jan-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.50	0.00	3,162.50
Note	January 5, 2024 – Application Filed for Court Relief; discussions with Counsel; meeting with Italo and Silvano and Brian					
06-Jan-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
Note	reviewed final edits to draft Notice of Application; received email S. Zacchigna and I. Sabato; email to R. Piehler					
08-Jan-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
Note	reviewed books and records; discussions with Brian					
05-Feb-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
Note	February 5, 2024: Court appearance adjourned- discussions with Counsel; email exchanges					
08-Feb-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
Note	review of books and records; preparation for court material					
21-Feb-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	Reviewed MOTION RECORD February 21, 2024 SPETTER ZEITZ KLAIMAN PC, Motion records volume 1 and two - discussions with Counsel -An Order appointing Russo Corp. an investigative and possessory receiver over all the property, undertaking and assets of the respondent Ioticitri Networks Inc.;					
26-Feb-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
<i>Note</i>	February 26, 2024: case conference respondents (Ioticitri and its principals) indicate their intent to oppose or clarify matters. Shortly after, on February 28, 2024, two key respondents – Darren Frank and Ronald Frank – file official Notices of Appearance, signaling their participation in the proceedings (and likely retaining counsel).					
04-Mar-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.00	0.00	2,300.00
<i>Note</i>	Period from March 4-March 8, 2024- meeting with Brian.					
20-Mar-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.25	0.00	1,293.75
<i>Note</i>	meeting with Brian					
01-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	Reviewed FACTUM OF THE APPLICANTS (Returnable April 4, 2024); discussions with Counsel - email exchanges					
02-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	1,012.50

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	Kevin Watson, President of Pinnacle,	Via email : kwatson@pinnacleips.com				
	Michael Renaud, Senior Tech Pinnacle	Via email: mrenaud@pinnacleips.com				
	Re: IOTICITI NETWORKS INC- RECEIVERSHIP ORDER					
	On April 4, 2024, pursuant to Section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended (the "CJA"), Russo Corp was appointed as investigatory and possessory receiver (the "Receiver") of all of the assets, undertakings and properties of Ioticiti Networks Inc. A copy of the Order is enclosed.					
	It is our understanding that you are the direct contact(s) from Pinnacle to assist us with our requests and or guide us in the right direction.					
	We are requesting the following information:					
	a) All cloud instances & cloud instance backups of Ioticiti and affiliated companies;					
04-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.00	0.00	2,875.00
<i>Note</i>	Court hearing date April 4, 2024: The Ontario Superior Court (Commercial List) appoints Russo Corp. as an investigatory receiver over all Ioticiti assets russocanhelp.com. Justice Wilton-Siegel's Endorsement notes that the applicants (Intel Centers Inc. and the other shareholders) - meeting with shareholders					
05-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.75	0.00	2,731.25
<i>Note</i>	Received Receivership Order; discussions with Allan Lipman, meeting with Italo, Silvano and Larry Gold					
06-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
<i>Note</i>	letter to Terrence, discussions with Rolf regarding the assets on site and confirming that the assets are owned by Ioticiti Networks. In the interim, we see no reason for the delay in inspecting the assets. We were hoping to arrange same last Friday, clearly that did not happen. Inspection this Thursday or Friday.					
08-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>		reviewed various folders of records -From: brian.oneill@bellaliant.net <brian.oneill@bellaliant.net> prepared a file dump at review of documents				
08-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.50	0.00	2,587.50
<i>Note</i>	Meeting with shareholders					
09-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>	review of books and records					
10-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.75	0.00	2,156.25
<i>Note</i>	review books and records and ledger; meeting with Brian					
10-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	call with shareholders					
11-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
<i>Note</i>	Call with Brian and Italo					
11-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	Meeting at Shareholders house- Silvano, italo,					
12-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>	Discussions with Larry Smith; reviewed books and records					
13-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.50	0.00	2,587.50
<i>Note</i>	Meeting with Silvano and Larry and Brian					
15-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>		gathering of books and records; email exchanges with Brian; call with Brian				
15-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.00	0.00	1,725.00
<i>Note</i>		Reviewed statement of account provided by landlord, attended on premises; meeting with Hans				
16-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>		Received and reviewed email letter and exchanges from landlord-From: Terrence A. Pochmurski <terrence@cattanach.ca> Sent: Tuesday, April 16, 2024 9:34 PM To: Joanne Russo <russo@russocanhelp.com> Subject: Ioticiti - Bankruptcy Please see attached.				
16-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>		From: Terrence A. Pochmurski <terrence@cattanach.ca> Sent: April 16, 2024 9:36 PM To: Joanne Russo Subject: RE: Ioticiti - Bankruptcy Reviewed the lease and the statement of account to my previous e-mail. discussions with Brian From: Terrence A. Pochmurski [mailto:terrence@cattanach.ca] Sent: Tuesday, April 16, 2024 9:34 PM To: russo@russocanhelp.com' Subject: Ioticiti - Bankruptcy Please see attached.				
		Regards,				
16-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.15	0.00	1,236.25
<i>Note</i>		Zoom meeting with Brian and italo; reviewed data files and reporting				
17-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
Note	April 16, 2024: J letter to Ioticiti's stakeholders (including its principals and any known advisors). request for company books, records, and passwords be surrendered					
17-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
Note	email exchanges- discussions with shareholders- reviewed notice of termination -From: Joanne Russo [mailto:russo@russocanhelp.com] Sent: Wednesday, April 17, 2024 1:32 AM To: Terrence A. Pochmurski Subject: Re: Ioticiti - Bankruptcy					
	Terrence, may I propose we hold a call tomorrow. Kindly let me know your availability. We also request that you provide us with a copy of the letter of termination you make reference to.					
17-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
Note	Drafted letter to Landlord and his Counsel - responded to letter received from counsel I am the lawyer for R. Reusse Construction Co. Limited and have been retained in connection with the above-noted matter.					
18-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.00	0.00	2,875.00
Note	Meeting with Shareholders regarding landlord concerns; call with Rolif					
19-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
Note	Discussions with Hans; prepared analysis report with Hans; reviewed same					
19-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.25	0.00	1,868.75
Note	Analyzed asset photo sets from landlord; matched against internal invoices					
22-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
Note	Discussions with Larry Gold, allan lipman provided update on actions to date					
23-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
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Note Discussions with Government regarding licenses; reviewed company records regarding letters to former accountants

23-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
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Note Call with Brian and Italo

23-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
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Note email exchanges- and correspondence-Terrence,

We can easily provide you with proof of ownership . Yes tomorrow at 3 would be great. Can you kindly reach me on my cell 416 723-5232.

We note the enclosed is a notice of distress and not a notice of termination.

Can you kindly confirm if your client distrained on any assets? From: Terrence A. Pochmurski <terrence@cattanach.ca>
 Sent: Wednesday, April 17, 2024 3:55 PM
 To: Joanne Russo <russo@russocanhelp.com>
 Subject: FW: Video

Joanne, please see attached.

24-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
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Note April 24, 2024

Letters to Terrence A. Pochmurski, E-mail: terrence@cattanach.ca
 Email: rickr@reusseproperties.com

Re: IOTICITI NETWORKS INC- RECEIVERSHIP ORDER
 90 Allstate Parkway, Markham, Ontario (the "Leased Space")

Drafted letter to Landlord

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
24-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.00	0.00	2,625.00
Note	April 24, 2024: review books and records (These invoices, obtained from the company's records via Intel Centre, help identify the assets remaining at the leased location.)					
24-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
Note	April 24, 2024					
Zoran Postic, City of Vaughan, Deputy City Manager of Public Works Sent via email : Zoran.Postic@vaughan.ca						
-AND-						
Emilie Alderman, City of Vaughan, Director of Environmental Services Sent via email : Emilie.Alderman@vaughan.ca						
-AND-						
James Steele, City of Vaughan, Former Director of Environmental Services Sent via email : James.Steele@vaughan.ca						
Re: IOTICITI NETWORKS INC- RECEIVERSHIP ORDER						
On April 4, 2024, pursuant to Section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended (the "CJA"), Russo Corp was appointed as investigatory and possessory receiver (the "Receiver") of all of the assets, undertakings and properties of Ioticiti Networks Inc. A copy of the Order is enclosed.						
It is our understanding that you are the direct contact(s) for the City of Vaughan to assist us with our requests and or guide us in the right direction.						
25-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	April 25, 2024-	email to email providers and software providers regarding company data				
25-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	1,837.50
<i>Note</i>	Meeting with Italo and Brian					
25-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	Call with Brian and Italo					
26-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.20	0.00	115.00
<i>Note</i>	Reviewed email correspondence from Brian; call with Brian					
26-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.25	0.00	1,293.75
<i>Note</i>	Reviewed accounting records; discussions with Brian					
26-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.50	0.00	2,587.50
<i>Note</i>	From: Joanne Russo <russo@russocanhelp.com> Sent: Friday, April 26, 2024 8:57 AM To: hks hks <hans.kristian.skaade@gmail.com>; brian.oneill@bellaliant.net Please see below. I intent to be there at 1					
	Terrence A. Pochmurski' <terrence@cattanach.ca>; 'Rolf Piehler' <rmp@boglaw.ca>; 'rickr@reusseproperties.com' <rickr@reusseproperties.com>					
	Cc: Santina Zito <zito@russocanhelp.com> Subject: RE: URGENT					
	Good morning All,					
	Terrence please make your client aware that we will be attending the Premises today trusting that someone from their offices will provide us with a walk thru.					
	attended premises					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
28-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.50	0.00	3,162.50
<i>Note</i>	review of Ioticiti's critical spectrum licenses that were suspected to be lapsed. A					
29-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	6.00	0.00	3,450.00
<i>Note</i>	Review of spectrum licenses; meeting with Brian; prepared report					
29-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
<i>Note</i>	Telephone call with Brian and Italo					
29-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
<i>Note</i>	From: Joanne Russo Sent: Monday, April 29, 2024 11:52 AM To: 'Terrence A. Pochmurski' <terrence@cattanach.ca>; 'Rolf Piehler' <tmp@boglaw.ca>; rickr@reusseproperties.com Cc: Santina Zito <zito@russocanhelp.com> Subject: RE: URGENT we have provided you with confirmation that Ioticiti occupied the premises from your location. That alone should suffice. A walk thru of the premises is not unreasonable. Kindly provide us with a copy of the Appraisal of the Assets obtained by your client; Kindly confirm if the assets have been disposed; Kindly confirm the Notices sent to All parties with respect to your Notice of Distrain;					
30-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
<i>Note</i>	Please see attached. As noted in our letter, we will be attending the premises tomorrow to inspect the assets. You should have all that you require in the enclosed letter. Please instruct your client to permit access. discussions with Brian; email exchanges and letter to landlord counsel					
30-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
<i>Note</i>	reviewed lease agreement; discussions with shareholders					
30-Apr-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	Meeting with Hans and Italo					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
01-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.00	0.00	2,300.00
Note	May 1, 2024: formal letter to ISED (Innovation, Science and Economic Development Canada) overview outstanding spectrum license fees or renewal invoices in Ioticititi/Metro Connect's name. meeting with Brian					
01-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.30	0.00	172.50
Note	email exchanges; discussions with Brian					
02-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.30	0.00	172.50
Note	Call with italo					
02-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
Note	From: Joanne Russo <russo@russocanhelp.com> Sent: Thursday, May 2, 2024 6:36 PM To: Emilie Alderman <Emilie.Alderman@vaughan.ca> Cc: Santina Zito <zito@russocanhelp.com>; Zoran Postic <Zoran.Postic@vaughan.ca> Email exchanges from the City of Vaughan					
02-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.15	0.00	1,811.25
Note	Attended premises - refusal by landlord; meeting with Hans					
03-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.80	0.00	460.00
Note	From: Lawrence Gold <lawrencegoldappraisals@gmail.com> Sent: Friday, May 3, 2024 3:36 PM To: Joanne Russo <russo@russocanhelp.com> email exchanges- discussions with Larry					
03-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
Note	review photographs provided by the landlord, the Receiver (with Intel Centre's support) analyzes the condition of equipment and documents left in Ioticititi's vacated office. Intel Centre's technical experts help review photos of the onsite assets. O					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
04-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.85	0.00	1,638.75
<i>Note</i>	May 2, 2024:delivered a report to landlord's counsel - omprehensive letter report. Having obtained photographs of the assets inside the office analysed each item in the photos. documented matches items to purchase records and reiterates why they are property of Ioticiti. tabled high-tech equipment could lose value or be damaged if not properly maintained. This letter urges the landlord to reconsider and at least allow a supervised walkthrough. Unfortunately, this detailed plea is ignored -- the landlord does not respond and continues to bar entry.					
05-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.75	0.00	2,156.25
<i>Note</i>	Reviewed QuickBooks archive & ledger review package with shareholders					
05-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25
<i>Note</i>	From: Joanne Russo Sent: Sunday, May 5, 2024 3:13 PM To: 'Terrence A. Pochmurski' <terrence@cattanach.ca> Cc: 'rickr@reusseproperties.com' <rickr@reusseproperties.com>; Santina Zito <zito@russocanhelp.com> email exchanges with Landlord Counsel; call with Brian					
06-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.25	0.00	718.75
<i>Note</i>	From: Terrence A. Pochmurski <terrence@cattanach.ca> Sent: Monday, May 6, 2024 4:02 PM To: Joanne Russo <russo@russocanhelp.com> Subject: FW: Photos of items identified as "equipment" Joanne, please see below and let me know if the bankrupt is claiming ownership of any equipment shown in the pictures.					
06-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.25	0.00	1,868.75
<i>Note</i>	Meeting with Hans; exchanges books and records					
06-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	Call with Hans and Brian; review of documents					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
07-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.15	0.00	86.25
Note	Call with Allan Lipman					
07-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.85	0.00	2,213.75
Note	May 6-7, 2024: Preparation of First Report to the Court:					
08-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
Note	In person meeting with Italo and Silvano and Brian					
08-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
Note	Reviewed Iotitci valuation preparation to shareholders, discussions with Brian					
09-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
Note	Reviewed books and records re City of Vaughan; discussions with Brian and Italo					
10-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	6.50	0.00	3,737.50
Note	May 10, 2024: Intel Centre delivers a financial records to the Receiver for analysis. zip folder of files obtained by Intel Centre, which includes the company's QuickBooks general ledgers and a "bank write-up" summarizing Ioticiti's banking informationrussocanhelp.com. Intel Centre had gathered these internal records; meeting with Brian					
10-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
Note	<p>From: Joanne Russo <russo@russocanhelp.com> To: "Terrence A. Pochmurski" <terrence@cattanach.ca> Cc: Rolf Piehler <rmp@boglaw.ca>, rickr@reusseproperties.com, Santina Zito <zito@russocanhelp.com> Subject: Re: URGENT</p> <p>Terrence you are mistaken , we have provided you with sufficient supporting documents that the assets belong to a Ioticiti you are choosing to ignore the evidence and take a position that is not warranted.</p>					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
11-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.15	0.00	2,386.25
Note	This forensic review of books and records					
13-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
Note	Discussions with Brian; email exchanges					
14-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
Note	Discussions with Brian and italo ; email exchanges					
15-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.20	0.00	115.00
Note	Call with Brian regarding accounting books and records					
16-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
Note	call with Italo regarding accounting books and records					
19-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
Note	Letter sent to ISED (Innovation, Science and Economic Development Canada) regarding Ioticit'i's spectrum licenses. discussions with Brian regarding ISED					
20-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
Note	May 20, 2024: Letter sent to "the Zucker- discussions with Brian					
20-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	237.50
Note	Meeting with Brian regarding ISED					
21-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.00	0.00	575.00
Note	Meeting with Brian regarding books and records and Zucker					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
21-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	•On May 21, the Receiver (backed by Intel Centre) sends a formal letter to the landlord reiterating requests for a site visit and retrieval of assets- investigation's access to physical evidence- discussions with Brian and Hans followed by meeting with Hans					
21-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.85	0.00	1,638.75
<i>Note</i>	On May 21, 2024, letter to Solmon Rothbart Tourgis Slodovnick LLP, specifically to attorney Nancy J. Tourgis request for – all corporate documents, financial statements, shareholder lists, and clarification of her role.					
22-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	Meeting with Brian regarding investigation and accounting records					
23-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
<i>Note</i>	Meeting with Italo; delivery of records and review					
24-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	Discussions with he BC and Ontario Securities Commissions letter to David Hendricks, a representative of the Securities Commission, requesting details of any exempt financing filings by Ioticiti and reviewing the shareholder registry on filerussocanhelp.com. Intel Centre provided the Receiver with the list of shareholders and suspected that Ioticiti's principals may have conducted exempt distributions without proper disclosure; meeting with Brian					
27-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	Discussions with Brian and Italo regarding Licenses and BC Commissions					
28-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	Review of licenses and discussions with Brian					
28-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.50	0.00	2,587.50

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>		•May 28, 2024: discovered pilot contract with the City of Vaughan (valued at ~\$120,000 per year) On May 28, meeting with the City of Vaughan's representatives and their counsel, attendance at the City of Vaughan; meeting with Hans				
29-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,187.50
<i>Note</i>	Meeting with Hans regarding City of Vaughan; discussions with Brian					
29-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.00	0.00	2,875.00
<i>Note</i>	compiled a list of all known shareholders – which turns out to be a surprisingly large number. discussions with Several shareholders they claim that Ioticiiti may have violated securities laws by selling shares to too many people and that the principals were not transparent about the use of funds.					
30-May-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.25	0.00	1,868.75
<i>Note</i>	review letter dated On May 20, 2024, to Dentons Canada LLP, follow up to Dentons to confirm if they have any of Ioticiiti's records and if so, to cooperate in turning them over.					
03-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	Zoom meeting with Brian and Italo					
03-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	Finalized Receivers Second Report draft					
03-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.90	0.00	517.50
<i>Note</i>	From: Joanne Russo Sent: Monday, June 3, 2024 9:29 PM To: Terrence A. Pochmurski <terrence@cattanach.ca> Cc: rickr@reusseproperties.com; Santina Zito <zito@russocanhelp.com>Subject: Ioticiiti Letter/June 3rd 2024					
	Please see attached Letter.					
05-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.85	0.00	488.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	From: Joanne Russo Sent: Wednesday, June 5, 2024 11:18 AM To: "Terrence A. Pochmurski" <terrence@cattanach.ca> Cc: rickr@reusseproperties.com Subject: RE: Reusse and Iociti Please see attached Letter.					
05-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
<i>Note</i>	telephone call and various email exchanges with Doug All, regarding subscriptions for my various ill-fated Ioticiti investments in my Forge Trust IRA. he various subscriptions at Forge Trust totalled 330,000 shares at \$US3.00 per share, including the following: 1. October 2018 – 20,000 shares/\$US60,000 subscription 2. December 2021 – 60,000 shares/\$US180,000 subscription 3. January 2022 – 70,000 shares/\$US210,000 subscription 4. April 2022 – 130,000 shares/\$US390,000 subscription 5. August 2022 – 50,000 shares/\$150,000 subscription					
05-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	various email exchanges with landlord-From: Terrence A. Pochmurski <terrence@cattanach.ca> Sent: Wednesday, June 5, 2024 9:35 AM To: Joanne Russo <russo@russocanhelp.com> Subject: Reusse and Iociti ,letter of June 3, 2024.					
05-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.85	0.00	1,638.75
<i>Note</i>	preparation of 2nd report – June 3–5, 2024 (, through her counsel, continues to press the landlord for access. In it, the landlord’s counsel argues that “no evidence has been provided that Ioticiti (or any ‘bankrupt’ entity affiliated) ever acquired Metro Connect (the tenant) or its assets before the lease was abandoned.”					
05-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
Debtor Name: IOTICITI NETWORKS INC.

Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
Note	ongoing discussions with landlord.email exchanges					
06-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.75	0.00	2,731.25
Note	-- June 6, 2024 (Second Report): finalized Receiver's Second Report,					
06-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
Note	reviewed central securities register of Ioticiti networks - email discussions with Doug Allan					
06-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.20	0.00	115.00
Note	2024-06-06 emails with email with Lipman; discussions with Lipman regarding receivers report					
07-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.20	0.00	115.00
Note	2024-06-07 emails with Counsel					
07-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.80	0.00	460.00
Note	From: Allan Lipman <alipman@szklaw.ca> Sent: Friday, June 7, 2024 1:48 PM To: Ian Klaiman <iklaiman@szklaw.ca>; Joanne Russo <russo@russocanhelp.com> Cc: Vicky Balkos <vbalkos@szklaw.ca> Subject: RE: Question Ioititi					
	email exchanges with Counsel					
	email exchanges					
	From: Ian Klaiman <iklaiman@szklaw.ca> Sent: Friday, June 7, 2024 1:46 PM To: Allan Lipman <alipman@szklaw.ca>; Joanne Russo <russo@russocanhelp.com> Subject: RE: Question Ioititi					
08-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.75	0.00	2,156.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	• June 8, 2024: meeting with Ioticitii's shareholders to update them. On June 8, 2024, Russo Corp (the Receiver) holds a briefing with various shareholders – including Intel Centers Inc. and the other applicant-investors – to discuss the Receiver's role, findings so far, and upcoming legal concerns -the possibility of further court motions (e.g. to force the landlord's cooperation) and the status of regulatory inquiries. Shareholders express concerns about how the company's assets have been handled and potential "non-arm's length" transactions in the past. Russo can help.com. Intel Centre and the Receiver explain the next phases, which may include forensic accounting and possibly expanding the receivership's powers if needed.					
10-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	5.25	0.00	3,018.75
<i>Note</i>	(Shareholders' Meeting): As planned, Russo holds a conference call with a large group of Ioticitii's shareholders update on if the investigation and activities to date; meeting with Counsel and Brian ; review books and records; meeting with Brian and Italo					
11-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	From: Patricia Walters <pwalters@szklaw.ca> Sent: Tuesday, June 11, 2024 2:55 PM To: terrence@cattanach.ca Cc: Ian Klaiman <iklaiman@szklaw.ca>; Joanne Russo <russo@russocanhelp.com>; Allan Lipman <alipman@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca> Subject: Russo Corp. as the Investigative Receiver of Ioticitii Networks Inc.					
	Please see attached from Allan Lipman.					
13-Jun-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.15	0.00	1,811.25
<i>Note</i>	Updated shareholders list; meeting with Brian; reviewed books and records					
03-Jul-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.25	0.00	718.75
<i>Note</i>	– Regulatory follow-ups: Russo continues discussions with the BC Securities Commission and possibly the Ontario Securities Commission, given the large shareholder base, to ensure her investigation aligns with any regulatory inquiries. review renewing any necessary licenses or domain names. meeting with Brian					
10-Jul-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	Review of financial transactions uncovered in the QuickBooks ledgers, h					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
07-Aug-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	Review of the financial data from QuickBooks, trying to reconstruct a timeline of Ioticiti's financial transactions. track investor funds coming in and see how the money was spent. Any irregular payments (for example, transfers to the personal accounts of directors or payments to unfamiliar entities) are flagged for further investigation. confirming the list of shareholders and understanding any past attempts by those investors to get information from Ioticiti. Call with Brian					
08-Aug-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	Regulatory follow-ups: Russo continues liaising with the BC Securities Commission and possibly the Ontario Securities Commission, given the large shareholder base, to ensure her investigation aligns with any regulatory inquiries. It's possible that one or more investors had lodged complaints with regulators previously, so Russo would be gathering those details too.					
09-Aug-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.75	0.00	2,156.25
<i>Note</i>	coordinates with the applicants (Intel Centers Inc. and the other investors who brought the case) to compare notes on what they know –meeting with Brian					
29-Aug-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	Stakeholder communications: interim updates to major stakeholders. summarizing the June Second Report meeting with Shareholders					
04-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25
<i>Note</i>	2024-09-04 emails from B. O'Neill; emails exchanges with Allan Lipman					
10-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	2024-09-10 email from A. Longo; reviewed email from Sabato and S. Zaccagna; call from I. Sabato and Allan Lipman					
11-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.20	0.00	115.00
<i>Note</i>	2024-09-11 emails with Allan Lipman					
12-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount	
Note	2024-09-12	emails with I. Sabato; email from B. O'Neill; phone conference with A. Lipman					
18-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.20	0.00	115.00	
Note	2024-09-18	emails with Allan lipman					
19-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25	
Note	2024-09-19	emails with allan lipman ; emails with I. Sabato and S. Zacchigna					
22-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75	
Note	2024-09-22	emails from Allan Lipman					
25-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75	
Note	2024-09-25	emails with Allan Lipman; email to I. Sabato; emails from S. Bieber and					
26-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50	
Note	2024-09-26	email to I. Sabato, A. Lipman; emails from S. Beiber and J. Howell; review and comment on draft order; email from B. O'Neill					
27-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.25	0.00	718.75	
Note	several email exchanges with Mr Zucker, this letter is further to your email addressed to our offices dated September 27, 2024.						
27-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50	
Note	Received and reviewed Endorsement W.D. Black September 27, 2024- discussions with COunsel						
27-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	4.75	0.00	2,731.25	
Note	September 27, 2024: communication cfrom Darren Frank has his lawyer, Symon Zucker, send an email to Russo's office summarizing Darren's position. In this email, emails with shareholders; various telephone calls; review documentation						

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
28-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	From: Joanne Russo <russo@russocanhelp.com> Sent: Saturday, September 28, 2024 12:34 PM To: Bernadette Escujuri <be@bondlawpc.com> Subject: IOTICITI NETWORKS INC- RECEIVERSHIP ORDER Good afternoon, please see attached letter. We look forward to hearing from you					
30-Sep-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.25	0.00	718.75
<i>Note</i>	2024-09-30 zoom meeting with Ian Lipman and A. Lipman; call with Brian					
03-Oct-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	From: Bernadette Escujuri <be@bondlawpc.com> Sent: Thursday, October 3, 2024 12:10 PM To: Joanne Russo <russo@russocanhelp.com> Cc: Symon Zucker <sz@bondlawpc.com> Subject: IOTICITI NETWORKS INC- RECEIVERSHIP ORDER - MINUTE BOOK - **LINK EXPIRES October 9, 2024** Dear Ms. Russo, Further to above-noted matter and your email below, below is a link to the Minute Book that was provided to Mr. Klaiman on July 30th, 2024: Call with Hans					
03-Oct-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	3.50	0.00	2,012.50
<i>Note</i>	October 3, 2024: formal letter to Darren Frank's - letter to Symon Zucker and Nancy Tourgis. In this letter (which references Mr. Frank's email of Sept 27), Russo acknowledges Darren's explanation but brings the focus back to the outstanding cooperation and documents she still requires. --request for he minute book, financial statements, share certificates, and other files; meeting with Italo and Brian					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
Debtor Name: IOTICITI NETWORKS INC.

Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
04-Oct-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>	Review of minute book					
16-Oct-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.80	0.00	1,610.00
<i>Note</i>	Russo preparing for further court proceedings. A motion to compel the landlord's compliance is expected to be heard, and she may also seek court orders against other non-cooperative parties					
22-Oct-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	reviewed accounting data and is identifying any transfers that look irregular. review of the QuickBooks ledgers to ensure no hidden withdrawals or undisclosed debts.					
30-Oct-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	2024-10-30 email to R. Piehler; discussions with Allan ; discussions with italo					
04-Nov-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
<i>Note</i>	Prepared various invoices re city of vaughan and completion of services; discussions with the City of Vaughan					
13-Nov-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	received and reviewed various emails from From: Ed Hickland <edhickland@yahoo.com> Sent: Wednesday, November 13, 2024 3:51 AM To: Joanne Russo <russo@russocanhelp.com> Subject: CONFIDENTIAL - Ioticiti Networks - Court File No. CV-24-00712995-00CL					
19-Nov-2024	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	My name is Ed Hickland and I function as an investor and advisor to the managing partners of a group of investors. In my search for information regarding a group known as IoT Power, your representative as a receiver of Ioticiti emerged.					

Detailed Time Entry Report

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<p><i>Note</i> From: Nancy Yates <Nancy.Yates@vaughan.ca> Sent: Tuesday, November 19, 2024 9:22 AM To: Marie Chan <Marie.Chan@vaughan.ca>; Fran Protomanni <Fran.Protomanni@vaughan.ca> Subject: FW: [External] Re: Pond Update.</p>						
19-Nov-2024				0.35		201.25
<p>Discussions with City of Vaughan = P.O. has to be revised before invoices can be processed.</p>						
	340	General administration	IOTICITI NETWORKS	Russo, Joanne		
<p><i>Note</i> From: amir haji <amir_haji_mohammad@yahoo.com> To: russo@russocanhelp.com <russo@russocanhelp.com> Sent: Tuesday, November 19, 2024 at 05:42:33 PM EST Subject: IOTICITI</p>						
20-Nov-2024				3.25		1,868.75
<p>Discussions with Shareholders; email exchanges brother and I invested 110,000 shares at 3 USD at IOTICITI.</p>						
	340	General administration	IOTICITI NETWORKS	Russo, Joanne		
<p><i>Note</i> review the spectrum licenses patents/trademarks don't lapse), and the company's website and domain</p>						
04-Dec-2024				0.15		86.25
<p>Discussions with Shareholders; email exchanges brother and I invested 110,000 shares at 3 USD at IOTICITI.</p>						
	340	General administration	IOTICITI NETWORKS	Russo, Joanne		
<p><i>Note</i> From: Stephen Rosenberg <SRosenberg@rsp.ca> Sent: December 4, 2019 2:49 PM To: Hasan Ozbay <HOzbay@rsp.ca> Subject: FW: IOTICITI (Metro Connect) SEE Contract: California Company - Owed \$1.78M USD Plus Interest... Importance: High</p>						
<p>email exchanges with Stephen Rosenberg CPA, CA Discussions with Brian</p>						
01-Jan-2025				0.45		258.75
<p>Discussions with Shareholders; email exchanges brother and I invested 110,000 shares at 3 USD at IOTICITI.</p>						
	340	General administration	IOTICITI NETWORKS	Russo, Joanne		

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	2025-01-20 review and consider email from US counsel and receiver's powers under Justice Wilton-Siegel's order to settle claim					
04-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	From: brian.oneill@bellaliant.net Date: January 4, 2025 at 5:27:53?PM EST To: Quan ZHENG <zhenquan79@gmail.com>, Joanne Russo <russo@russocanhelp.com> Cc: Saggio <i.sabato58@gmail.com>, Keith Wong <k2wong@yahoo.com> Subject: Update on Ioticiti Networks Inc.					
	meeting via Zoom update on activites to date and email exchanges					
05-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	On-call response: verified equipment serials for pending court motion					
07-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
<i>Note</i>	From: Nagle, Madeleine <mnagle@jonesday.com> Sent: Tuesday, January 7, 2025 9:36 PM To: Joanne Russo <russo@russocanhelp.com> Subject: Contact Information for Ioticiti, Metro Connect, and/or Darren Frank					
	EMAIL exchanges; discussions with Counsel and Brian re: Attorney at Jones Day, and I am writing to see if you have any contact information for Ioticiti Networks Inc., Metro Connect International Inc., and/or Darren Frank. We seek this information for a court case in which we are withdrawing as counsel. If you could share any contact information or related information you may have that could help us reach out to our client, we would really appreciate it. Please let me know.					
08-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.15	0.00	86.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	From: Joanne Russo Sent: Wednesday, January 8, 2025 2:23 PM To: Nagle, Madeleine <mnagle@jonesday.com> Subject: RE: Contact Information for Ioticiti, Metro Connect, and/or Darren Frank email exchanges					
08-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	preparation of REceivers 3rd Report and action list reporting					
11-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
<i>Note</i>	From: Joanne Russo <russo@russocanhelp.com> Sent: January 11, 2025 6:28 PM To: brian.oneill@bellaliant.net; i.sabato58@gmail.com Subject: List of Outstanding items Please see attached list for our review and discussions. Telephone call and email exchanges					
16-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
<i>Note</i>	From: Joanne Russo <russo@russocanhelp.com> Sent: Thursday, January 16, 2025 1:55 PM To: Nagle, Madeleine <mnagle@jonesday.com> Subject: RE: Contact Information for Ioticiti, Metro Connect, and/or Darren Frank Hi Madeleine, just left you a message. Kindly give me a call at your earliest convenience. Thank you RUSSO CAN HELP. Joanne Russo, President, Licensed Insolvency Trustee 78 Wellington St. E.?, Aurora, ON L4G 1H8 T: 905.7503.73328 ext. 101 F:? Hi Madeleine, just left you a message. Kindly give me a call at your earliest convenience.					
	Thank you					
19-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.25	0.00	718.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>		From: O'Donnell, Kelly V. <kodonnell@jonesday.com> Sent: Sunday, January 19, 2025 1:07 PM To: Joanne Russo <russo@russocanhelp.com> Cc: Nagle, Madeleine <mnagle@jonesday.com> Subject: RadioMobile / IOTICITI & Metro Connect - Pleadings in San Diego Superior Court lawsuit Ms. Russo, Following up on our call on Friday, I am attaching copies of the parties' pleadings that were filed in the San Diego Superior Court action. Specifically: - RadioMobile filed its lawsuit (the Summons and Complaint) - Metro Connect answered the complaint, denying liability (the Answer), and filed a Cross-Complaint alleging that RadioMobile breached the parties' agreements and failed to repay money owed (the Cross-Complaint and Exhibits). Over the time since the case was filed, the parties have made various efforts to settle the dispute, but never were able to come to an agreement. No determination has been made regarding the merits of either side's allegations. Last week we filed our motion to withdraw as counsel. That motion is on the court's calendar for 3/14/2025.				
20-Jan-2025	340 General administration		Russo, Joanne	0.50	0.00	287.50
<i>Note</i>		reviewing Receiver's Order to settle claim- Radio Mobile				
21-Jan-2025	340 General administration		Russo, Joanne	0.50	0.00	287.50
<i>Note</i>		various email exchanges with counsel regarding radio mobile				
21-Jan-2025	340 General administration		Russo, Joanne	0.45	0.00	258.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount	
<i>Note</i>		From: Joanne Russo <russo@russocanhhelp.com> Sent: Tuesday, January 21, 2025 4:14 PM To: Rolf Pichler <rmp@boglaw.ca>; George Pakozdi <gpakozdi@boglaw.ca>; Allan Lipman <alipman@szklaw.ca>; Ian Klaiman <iklaiman@szklaw.ca>; i.sabato58@gmail.com Subject: Zoom Meeting -Ioticititi & Metro Connect Good afternoon Gentlemen, We have a scheduled meeting with Allan and Ian at 3:00 pm to discuss the recent developments on this matter. Zoom details at the bottom of this invite/email.					
21-Jan-2025		340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25
<i>Note</i>		2025-01-21 emails with Counsel					
22-Jan-2025		340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
<i>Note</i>		2025-01-22 review relevant file information and applicable provisions in receivership order; consider litigation strategy re: US negotiations and potential settlement; attend on meeting with Ian and A. Lipman; attend on further meeting with A. Lipman, R. Pichler, B. O'Neill					
22-Jan-2025		340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.20	0.00	115.00
<i>Note</i>		Good afternoon Mr. O'Donnell, we have copied our Counsel Mr. Lipman on your email and provided him with a brief update on our discussions. We would like to hold a call with you tomorrow if possible to discuss this matter further. Can you let us know your availability for tomorrow or this week. Thank you and we look forward to hearing from you.					
22-Jan-2025		340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>		review relevant file information and applicable provisions in receivership order; consider litigation strategy re: US negotiations and potential settlement; attend on meeting with A. Lipman; attend on further meeting . Lipman, R. Pichler, B. O'Neill				
30-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>		Meeting with Italo and Brian; email to O'Donnely; review of outstanding action items				
31-Jan-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.20	0.00	115.00
<i>Note</i>		From: brian.oneill@bellaliant.net <brian.oneill@bellaliant.net> Sent: Friday, January 31, 2025 10:15 AM To: Santina Zito <Zito@russocanhelp.com>; Joanne Russo <russo@russocanhelp.com> Subject: Found Another shareholder- meeting with Brian				
03-Feb-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
<i>Note</i>		Meeting with Brian				
19-Feb-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.25	0.00	718.75
<i>Note</i>		Meeting with ITalo and calll with Brian				
07-Mar-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>		Meeting with Italo and Silvano				
10-Apr-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25
<i>Note</i>		From: Joanne Russo Sent: Wednesday, April 10, 2024 7:28 AM To: Silvano Zaccogna Cc: i.sabato58@gmail.com; Lawrence Gold; Santina Zito Subject: RE: Endorsement and Order - Intel Centers Inc. et al v. Ioticiti Networks Inc. et al - CV-24-00712995-00CL - Wilton-Siegel J - 04-APR-2024				
		email exchanges				

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File Name: IOTICITI NETWORKS INC.
Debtor Name: IOTICITI NETWORKS INC.

Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
15-Apr-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.15	0.00	1,236.25
<i>Note</i>	Joanne, Please see the EY report.	https://www.mediafire.com/file_premium/80oh8hq84lpa89z/RealeSutherlandEYReport.pdf/file				
	Discussions with Hans-					
16-Apr-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.90	0.00	517.50
<i>Note</i>	2025-04-16 attending to preparation and drafting of letter to Radio Mobile attending to providing to A. Lipman for review attending to emails with A Lipman					
16-Apr-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.90	0.00	517.50
<i>Note</i>	attending to initial communications with Lipman office regarding matter Radio Mobile					
22-Apr-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.40	0.00	230.00
<i>Note</i>	review draft letter to Radio Mobile discussions and email exchanges with counsel					
22-Apr-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.80	0.00	460.00
<i>Note</i>	Sent: Monday, April 22, 2024 4:49 PM To: 'Terrence A. Poelmurski' <terrence@cattanach.ca> Cc: Gwenn Dyett <gdyett@boglaw.ca> Subject: RE: Ioticit Network Inc.; Yours: R. Reusse Construction; 900-100 Allstate Parkway, Markham; Ours: 962-100					
24-Apr-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.60	0.00	345.00
<i>Note</i>	From: Rolf Piehler <rmp@boglaw.ca> Sent: Wednesday, April 24, 2024 12:39 PM To: Joanne Russo <russo@russocanhelp.com> Subject: RE: Ioticit email exchanges					

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Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
01-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	2025-05-01 attending to receipt and review of letter from Sheppard Mullen attending to preparation and drafting of memo of comments; discussions with Allan lipman					
12-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>	email exchanges and meeting with Brian and Italo-From: Joanne Russo <russo@russocanhelp.com> Sent: May 12, 2025 1:56 PM To: brian.oneill@bellaliant.net; i.sabato58@gmail.com; hans.kristian.skaade@gmail.com Subject: FW: Russo Corp as Receiver of Ioticiti/Metro Connect International Inc.					
22-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	2025-05-22 attending to letter Allan 2025-05-22 attending to letter to Anderson					
22-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	reviewed letter from COounsel- discussions with Counsel					
23-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	review letter to Anderson, email exchanges with COounsel					
26-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25
<i>Note</i>	attending to telephone call with Lipman, discussions iwth US Counsel various email exchanges					
27-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	attending to counteroffer from Sheppard Mullen- emails with Allan Lipman					
27-May-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount	
<i>Note</i>	2025-05-27	attending to counteroffer from Sheppard Mullen attending to emails with Lipman					
	27-May-2025	340 General administration	Russo, Joanne	1.15	0.00	776.25	
<i>Note</i>		From: Joanne Russo <russo@russocanhelp.com> Sent: Monday, May 27, 2024 9:04 AM To: Terrence A. Pochmurski <terrence@cattanach.ca> Cc: rickr@reusseproperties.com; Santina Zito <zito@russocanhelp.com> Subject: Re: URGENT					
	29-May-2025	340 General administration	Russo, Joanne	0.35	0.00	201.25	
<i>Note</i>		Morning I am scheduled to come today, was about to make my way there. Will you be providing us access? You have ignored the enclosed letter.					
	29-May-2025	340 General administration	Russo, Joanne	0.30	0.00	172.50	
<i>Note</i>		2025-05-29 attending to letter to Anderson re: offer rejection					
	02-Jun-2025	340 General administration	Russo, Joanne	1.50	0.00	862.50	
<i>Note</i>		Confer with US counsel regarding status of case and plan to request a continuance. 05/29/25					
	04-Jun-2025	340 General administration	Russo, Joanne	0.40	0.00	230.00	
<i>Note</i>		Review and Revise Notice of Appearance; coordinate filing					
	06-Jun-2025	340 General administration	Russo, Joanne	0.50	0.00	287.50	
<i>Note</i>		2025-06-04 email and telephone attendance with Allan Lipman					
	06-Jun-2025	340 General administration	Russo, Joanne	0.50	0.00	287.50	
<i>Note</i>		call with USA Counsel					

Detailed Time Entry Report

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
12-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	Attention to emails re letter to T. Anderson and settlement.					
12-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	2025-06-12 attending to telephone attendance and email with Allan lipman re settlement re Radio Mobile; call with Italo					
12-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.50	0.00	1,437.50
<i>Note</i>	2025-06-12 attending to receiving correspondence from Sheppard Mullen including reviewing initial Agreement of Purchase and Sale and information flowing related litigation including telephone attendance to negotiate and complete in principal terms of ; email discussions with Italo followed by phone call					
13-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
<i>Note</i>	2025-06-13 attending to communicating with Kcjartanson with copies of all documentation orders and supporting material in order to assist in completing settlement					
13-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	M. Kcjartanson discussion- Review settlement terms and confer regarding same. 06/13/25					
13-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
<i>Note</i>	Received letter from Counsel - discussions with Counsel- From: Patricia Walters <pwalters@szklaw.ca> Sent: Friday, June 13, 2025 9:36 AM To: mkcjartanson@swlaw.com Cc: Joanne Russo <russo@russocanhelp.com>; Allan Lipman <alipman@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca> Subject: Ioticiti/Metro Connect International Inc. and Radio Mobile					
						Good morning.
						Please see attached from Allan Lipman.

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
14-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	Discussions with Counsel- USA-M. Kjartanson Revise settlement agreement. 06/14/25					
15-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	Discussions with Counsel- email exchangesSent: Sunday, June 15, 2025 12:34 PM To: Joanne Russo <russo@russocanhelp.com>; Patricia Walters <pwalters@szklaw.ca> Cc: Allan Lipman <alipman@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: RE: Ioticiti/Metro Connect International Inc. and Radio Mobile					
Joanne and Allan.						
Attached please find the working draft of the settlement agreement. As you will see, we have a few highlights and notes to consider.						
First, regarding the conveyance of shares of RadioMobile, can you please send us the Share Purchase Agreement that is referenced in the Cross-Complaint? If the conveyance is governed by that agreement, then it seems like Canadian law would govern. If that is the case, we will likely need Allan to weigh in here. However, if the conveyance is not contemplated under the Share Purchase Agreement, we will likely need to bring in corporate and securities counsel to make sure we have included the necessary language to effectuate the conveyance under US law.						
Second, as currently drafted, the California litigation will be dismissed within 10 business days of the effective date. Please let us know if you have any concerns with this approach. Given that the shares will be transferred after receipt of \$1.6 million settlement payment, I am not as concerned about keeping the litigation active to ensure performance.						
Third, please review the choice of law and venue provisions. As drafted, the choice of law is California and the venue where any actions can be brought is San Diego. Please let us know if you would prefer the agreement to be governed by a different state (or country) or a different venue.						
15-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.90	0.00	517.50
<i>Note</i>	2025-06-15 attending to reviewing first draft of settlement agreement and providing					
16-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.25	0.00	718.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	2025-06-16	attending to letter to Molly Kjartason and attending to emails related - attending to email exchange finalizing terms related to transfer of shares to discussing final concerns with Molly Kjartanson and Allan Lipman				
16-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25
<i>Note</i>	From: Joanne Russo Sent: Monday, June 16, 2025 7:28 AM To: Kjartanson, Molly <mkjartanson@swlaw.com>; Patricia Walters <pwalters@szklaw.ca> Cc: Allan Lipman <alipman@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: RE: Ioticiti/Metro Connect International Inc. and Radio Mobile					
	Good morning All,					
	Thank you Molly for the enclosed. Let me review and speak with Allan on this matter and we will get back to you today,					
16-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	discussions with A. Davis Discuss corporate redemption concepts in settlement agreement with M. Kjartanson					
16-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	discussions with M. Kjartanson Revise settlement agreement after receipt of comments from A. Lipman; discussions with M. Kjartanson Confer with A. Davis regarding transfer of shares in RadioMobile.- further discussions with M. Kjartanson Confer with J. Russo regarding revisions settlement ; K. Brown Attention to multiple emails re settlement; review same; draft comments. 06/16/25					
17-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.15	0.00	86.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>		From: Allan Lipman <alipman@szklaw.ca> Sent: Tuesday, June 17, 2025 3:17 AM To: Kjartanson, Molly <mkjartanson@swlaw.com>; Joanne Russo <russo@russocanhelp.com>; Patricia Walters <pwalters@szklaw.ca> Cc: Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: Re: Ioticiiti/Metro Connect International Inc. and Radio Mobile				
17-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.85	0.00	488.75
<i>Note</i>		2025-06-17 attending to receiving and reviewing further amended version of settlement agreement commenting thereon				
19-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.30	0.00	172.50
<i>Note</i>		From: Kjartanson, Molly <mkjartanson@swlaw.com> Sent: Thursday, June 19, 2025 9:20 AM To: Joanne Russo <russo@russocanhelp.com> Cc: Allan Lipman <alipman@szklaw.ca>; Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: RE: Ioticiiti/Metro Connect International Inc. and Radio Mobile				
		Joanne,				
		We received the attached redline from RadioMobile's counsel. As you will see, they included the Moores and the Ontario litigation. Conceptually, I do not see an issue with these additions. Agreed				
19-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>		Review redline from RadioMobile's counsel and confer with receiver regarding same.-Attention to emails re redlines to settlement agreement				
20-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<p><i>Note</i> From: Kjartanson, Molly <mkjartanson@swlaw.com> Sent: Friday, June 20, 2025 4:00 PM To: Joanne Russo <russo@russocanhelp.com> Cc: Allan Lipman <alipman@szklaw.ca>; Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: Re: Ioticititi/Metro Connect International Inc. and Radio Mobile</p> <p>Great. I will get this off to RadioMobile's counsel this afternoon.</p> <p>On Jun 20, 2025, at 12:44?PM, Joanne Russo <russo@russocanhelp.com> wrote:</p>						
20-Jun-2025	340 General administration		Russo, Joanne	0.50	0.00	287.50
<p><i>Note</i> From: Kjartanson, Molly <mkjartanson@swlaw.com> Sent: Friday, June 20, 2025 4:00 PM To: Joanne Russo <russo@russocanhelp.com> Cc: Allan Lipman <alipman@szklaw.ca>; Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: Re: Ioticititi/Metro Connect International Inc. and Radio Mobile</p>						
20-Jun-2025	340 General administration		Russo, Joanne	0.45	0.00	258.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
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Note From: Kjartanson, Molly <mkjartanson@swlaw.com>

Sent: June 20, 2025 11:49 AM

To: Allan Lipman <alipman@szklaw.ca>; Joanne Russo <russo@russocanhelp.com>

Cc: Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com>

Subject: RE: Ioticitri/Metro Connect International Inc. and Radio Mobile

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All,

Attached please find the revised settlement agreement. For ease, I have attached redlines comparing the current version to the version RadioMobile's counsel provided and another redline comparing the current version to the version we sent to RadioMobile's counsel.

Please let me know if you have any questions or comments. Otherwise, I will go ahead and send the settlement agreement to RadioMobile's counsel.

24-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.15	0.00	86.25
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Note On Jun 24, 2025, at 1:42?PM, Kjartanson, Molly <mkjartanson@swlaw.com> wrote:

Hi Joanne,

I sent over the revised settlement agreement to RadioMobile's counsel on Friday afternoon. If I don't hear back in a few hours, I will ping them.

24-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
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Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	From: Kjartanson, Molly <mkjartanson@swlaw.com> Sent: Tuesday, June 24, 2025 1:42 PM To: Joanne Russo <russo@russocanhelp.com> Cc: Allan Lipman <alipman@szklaw.ca>; Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: RE: Iotici/Metro Connect International Inc. and Radio Mobile Hi Joanne, I sent over the revised settlement agreement to RadioMobile's counsel on Friday afternoon. I					
24-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	Discussions with shareholders, brain oneil and Rolf					
26-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	Attention to emails re redlines to settlement agreement.					
30-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.90	0.00	517.50
<i>Note</i>	Review and revise settlement agreement and confer regarding same.					
30-Jun-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.75	0.00	431.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
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Note From: Kjartanson, Molly <mjkjartanson@swlaw.com>

Sent: Monday, June 30, 2025 2:52:16 PM

To: Allan Lipman <alipman@szklaw.ca>; Joanne Russo <russo@russocanhelp.com>

Cc: Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com>

Subject: RE: Ioticitit/Metro Connect International Inc. and Radio Mobile

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Joanne and Allan,

Allan, not to worry. There have been quite a few moving parts here.

I have wonderful news, RadioMobile counsel accepted the changes to the agreement. RadioMobile and the Moores are prepared to execute the agreement. As such, attached is the execution version. I will be sending the attached to RadioMobile's counsel shortly. I anticipate that we will have the fully executed agreements by the end of the day with the first payment due on July 3, 2025.

30-Jun-2025	340 General administration		IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
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Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount	
<i>Note</i>		From: Kjartanson, Molly <mjkjartanson@swlaw.com> Sent: Monday, June 30, 2025 10:54:44 AM To: Joanne Russo <russo@russocanhelp.com> Cc: Allan Lipman <alipman@szklaw.ca>; Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kmbrown@swlaw.com> Subject: RE: Ioticitii/Metro Connect International Inc. and Radio Mobile					
		CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.					
		Hi Joanne,					
		Your timing is excellent. We received a redline from RadioMobile's counsel (Redline – Russo – Ioticitii Settlement Agreement). RadioMobile's comments were very slight. The last sticking point is the certification. Instead of providing the certificate, RadioMobile's counsel would like to agree that we will certify the transfer, if needed, in the future. I don't advise that you enter into an agreement requiring you to execute a certification that we have not reviewed. However, I understand that we want to close this transaction and bring money into the estate. As such, I suggest that we strike the certification language and state that the Receiver will execute documents necessary to effectuate the transfer of the shares to RadioMobile. As you will see in the 6.30 redline pdf, I have gone ahead and included this language for your review.					
30-Jun-2025		340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.25	0.00	1,293.75
<i>Note</i>		2025-06-30 attending to telephone and email exchange with all parties and finalize agreement and - attending to providing instructions to Jacob and Ian to have settlement agreement receive court approval with all details; attending to receiving further revised agreement from Radio Mobile's solicitors and attending to reviewing and commenting thereon					
02-Jul-2025		340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>		From: Allan Lipman <alipman@szklaw.ca> Sent: Wednesday, July 2, 2025 9:48 AM To: Joanne Russo <russo@russocanhelp.com>; Jakob Bogacki <jbogacki@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca> Subject: RE: Ioticitii/Metro Connect International Inc. and Radio Mobile					
		discussions with Counsel, preparation of 3rd report					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
03-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	Preparation of 3rd report					
05-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.35	0.00	201.25
<i>Note</i>	From: Joanne Russo Sent: Saturday, July 5, 2025 7:11 AM To: 'TIBSupport' <TIBSupport@versabank.com> Subject: FW: Iotici/Metro Connect International Inc. and Radio Mobile					
	Good morning and Happy Saturday, a wire transfer in the captioned estate should have been sent on July 3rd in the captioned estate. Can you kindly confirm if the funds have arrived.					
07-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>	From: Patricia Walters Sent: July 7, 2025 12:37 PM To: russo@russocanhelp.com Cc: Allan Lipman <alipman@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca> Subject: Ioticiiti 3rd Report					
	Good afternoon.					
	Please see attached from Allan Lipman. revisions made to 3rd report					
08-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>		Discussions with Bank regarding settlement funds; call with US Counsel From: Nicki Bates <NickiB@versabank.com> Sent: Tuesday, July 8, 2025 9:34 AM To: Joanne Russo <russo@russocanhelp.com> Subject: RE: Ioticiti/Metro Connect International Inc. and Radio Mobile Good morning Joanne, We have not yet received this wire payment but, I have asked RBC to take a look as it is in USD coming into a CDN account and those usually get stuck in the system.				
09-Jul-2025	340	General administration	IOTICITI NETWORKS INC. Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>		From: Joanne Russo <russo@russocanhelp.com> Sent: Wednesday, July 9, 2025 2:48 PM To: Nicki Bates <NickiB@versabank.com> Subject: RE: Ioticiti/Metro Connect International Inc. and Radio Mobile Discussions with Bank; forwarded receivers report to counsel for review - revisions to same				
09-Jul-2025	340	General administration	IOTICITI NETWORKS INC. Russo, Joanne	0.25	0.00	143.75
<i>Note</i>		From: Nicki Bates <NickiB@versabank.com> Sent: Wednesday, July 9, 2025 11:28 AM To: Joanne Russo <russo@russocanhelp.com> Subject: RE: Ioticiti/Metro Connect International Inc. and Radio Mobile Good morning Joanne, I have attached confirmation that this wire payment has been credited to account #7722592.				
11-Jul-2025	340	General administration	IOTICITI NETWORKS INC. Russo, Joanne	1.50	0.00	862.50
<i>Note</i>		•				

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
17-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
<i>Note</i>	discussions with Counsel- From: Jakob Bogacki <jbogacki@szklaw.ca> Sent: Thursday, July 17, 2025 1:53 PM To: JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca> Cc: Ian Klaiman <iklaiman@szklaw.ca> Subject: URGENT MOTION SCHEDULING - Intel Centers Inc. et al. v Ioticit Networks Inc. et al. - CV-24-00712995-00CL Importance: High					
18-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.25	0.00	143.75
<i>Note</i>	email discussions with Counsel- From: Joanne Russo <russo@russocanhelp.com> Sent: July 18, 2025 6:57 AM To: Jakob Bogacki <jbogacki@szklaw.ca>; Ian Klaiman <iklaiman@szklaw.ca>; Allan Lipman <alipman@szklaw.ca> Cc: Tiegan Kilbride <tkilbride@szklaw.ca> Subject: RE: URGENT MOTION SCHEDULING - Intel Centers Inc. et al. v Ioticit Networks Inc. et al. - CV-24-00712995-00CL					
18-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.30	0.00	172.50
<i>Note</i>	Preparation of Service list- emailed same to Counsel- email exchangesFrom: Ian Klaiman <iklaiman@szklaw.ca> Sent: Friday, July 18, 2025 3:30 PM To: Joanne Russo <russo@russocanhelp.com> Cc: Jakob Bogacki <jbogacki@szklaw.ca>; Allan Lipman <alipman@szklaw.ca>; Tiegan Kilbride <tkilbride@szklaw.ca> Subject: Re: URGENT MOTION SCHEDULING - Intel Centers Inc. et al. v Ioticit Networks Inc. et al. - CV-24-00712995-00CL					
18-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	Reviewed and finalized Motion Record- discussions with Counsel- Hi Allan and Joanne, See attached finalized Motion Record – please let me know if you have any comments or concerns before we serve and file.					
The Draft Order is at Tab 3 of the Motion Record.						
21-Jul-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount	
		<p>Reviewed Factum- From: Tiegan Kilbride Sent: Monday, July 21, 2025 11:52 AM To: 'sz@bondlaw.net' <sz@bondlaw.net>; 'ntourgis@srtslegal.com' <ntourgis@srtslegal.com>; Alex Flesias <aflesias@hammondfflesias.com>; 'sbieber@agblp.com' <sbieber@agblp.com>; 'jhowell@agblp.com' <jhowell@agblp.com>; 'doug@nilisca.com' <doug@nilisca.com>; 'alan@impactnorth.com' <alan@impactnorth.com>; 'ray.dantonio@gmail.com' <ray.dantonio@gmail.com>; 'samg@evergreenfinancial.ca' <samg@evergreenfinancial.ca>; 'sdeluca@spectrumrealtyservices.com' <sdeluca@spectrumrealtyservices.com>; 'afcanholdings@gmail.com' <afcanholdings@gmail.com>; '2991marcosan@gmail.com' <2991marcosan@gmail.com>; 'evenditti@gmail.com' <evenditti@gmail.com>; 'fred@impactnorth.com' <fred@impactnorth.com>; 'mike@fronte.ca' <mike@fronte.ca> Cc: Jakob Bogacki <jbogacki@szklaw.ca>; Ian Klaiman <iklaiman@szklaw.ca> Subject: Intel Centers Inc. et al. v. Ioticity Networks Inc. et al. - CV-24-00712995-00CL</p>					
		<p>Good morning,</p>					
		<p>Please find attached Factum of the Receiver served upon you pursuant to the Rules.</p>					
21-Jul-2025	340 General administration		IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
		<p>Discussions with Counsel- various email exchanges- From: Jakob Bogacki <jbogacki@szklaw.ca> Sent: Monday, July 21, 2025 5:14 PM To: Joanne Russo <russo@russocanhelp.com>; Allan Lipman <alipman@szklaw.ca> Cc: Ian Klaiman <iklaiman@szklaw.ca> Subject: RE: Motion Record - Intel Centers Inc. et al. v Ioticity Networks Inc. et al. - CV-24-00712995-00CL - 71598</p>					
		<p>Hi everyone,</p>					
		<p>The factum was completed, served, and filed today, and the motion materials are uploaded to Case Center.</p>					
24-Jul-2025	340 General administration		IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount	
	Note	Received Order, reviewed order- discussions and email with counsel From: Kjartanson, Molly <mkjartanson@swlaw.com> Sent: Thursday, July 24, 2025 5:59 PM To: Ian Klaiman <iklaiman@szklaw.ca> Cc: Joanne Russo <russo@russocanhelpp.com>; Allan Lipman <alipman@szklaw.ca>; Jakob Bogacki <jbogacki@szklaw.ca>; Tiegan Kilbride <tkilbride@szklaw.ca> Subject: RE: Endorsement and order-INTEL CENTERS INC. et al v. IOTICITI NETWORKS INC. et al - CV-24-00712995-00CL - July 24, 2025					
24-Jul-2025		340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.45	0.00	258.75
	Note	Attendance in Court - Receivers Report Approval					
27-Jul-2025		340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
	Note	discussions with Brian and Italo- email exchanges-From: Joanne Russo <russo@russocanhelpp.com> Sent: July 27, 2025 11:27 AM To: 'brian.oneill@bellaliant.net' <brian.oneill@bellaliant.net>; 'Italo Sabato' <i.sabato58@gmail.com> Subject: RE: Endorsement and order-INTEL CENTERS INC. et al v. IOTICITI NETWORKS INC. et al - CV-24-00712995-00CL - July 24, 2025					
29-Jul-2025		340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.50	0.00	287.50
	Note	Email exchanges with Counsel -RadioMobile has prepared papers to dismiss the San Diego action. The request for dismissal should be filed today or tomorrow. Looking forward to the Receiver's obligations under the Settlement Agreement, the Receiver will need to dismiss the action pending in Ontario Court identified as Court File No. CV-20-00002909. As you may remember, the Receiver is required to dismiss the action within 10 business days of the effective date. The effective date is the date after (i) the Receivership Court approves the settlement agreement and (ii) the Receiver receives full payment. Assuming the final payment is received on October 15, 2025, the Ontario action must be dismissed by October 29, 2025. Given that we have time to dismiss under the Settlement Agreement, we may want to wait to dismiss until we receive all payments. Under the Settlement Agreement, the Receiver also agreed to convey all rights, title, and interest in the shares of RadioMobile. As to this requirement, we will wait for documentation from RadioMobile.					
30-Jul-2025		340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.95	0.00	546.25

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount	
	<i>Note</i>	email exchanges-Its not complete Joanne, just showing you the preliminary document, I need to mold it into a piece of art					
		From: Joanne Russo <russo@russocanhelp.com> Sent: July 30, 2025 8:10 AM To: 'brian.oneill@bellaliant.net' <brian.oneill@bellaliant.net>; Italo Sabato <i.sabato58@gmail.com> Cc: Gilber Izquierdo <gim85.cardio@gmail.com> Subject: RE: Timeline snd Supporting documents					
31-Jul-2025		340 General administration	Russo, Joanne	1.15	0.00	661.25	
	<i>Note</i>	IOTICITI NETWORKS INC. From: Kjartanson, Molly <mkjartanson@swlaw.com> Sent: Tuesday, July 1, 2025 1:34:44 PM To: Joanne Russo <russo@russocanhelp.com>; Allan Lipman <alipman@szklaw.ca> Cc: Ian Klaiman <iklaiman@szklaw.ca>; Patricia Walters <pwalters@szklaw.ca>; Vicky Balkos <vbalkos@szklaw.ca>; Solorio, Chariese <csolorio@swlaw.com>; Brown, Kevin <kbrown@swlaw.com> Subject: RE: Ioticitl/Metro Connect International Inc. and Radio Mobile					
		Joanne,					
		We received the executed version from RadioMobile's counsel.					
		Once we have your signed copy, I will circulate the executed version for everyone's records.					
		- call with Allan, call with Italo					
08-Aug-2025		340 General administration	Russo, Joanne	1.75	0.00	1,006.25	
	<i>Note</i>	IOTICITI NETWORKS INC. Draft letter dated October 3, 2024 SYMON ZUCKER PROFESSIONAL CORPORATION ; Attention : Symon Zucker - Email: sz@bondlawpc.com -and- Nancy J. Tourgis, Managing Partner Solomon Rothbart Tourgis Slodovnick, LLP Email:ntourgis@srtislegal.com -andBernadette Escujuri via email: be@bondlawp34					
		Responded to draft letter to all parties regarding September 27, 2024-					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
Debtor Name: IOTICITI NETWORKS INC.

Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
11-Aug-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.15	0.00	661.25
<i>Note</i>	email exchanges with Brian and italo-Good Afternoon Joanne,					
	I am in the process of finalizing the content that is going into the report. I need you to review the attached 2 documents and tell me which colour you like for each document					
14-Aug-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	0.80	0.00	460.00
<i>Note</i>	email exchanges with italo and brian-From: Joanne Russo <russo@russocanhelp.com> Sent: August 14, 2025 7:27 AM To: 'brian.oneill@bellaliant.net' <brian.oneill@bellaliant.net> Cc: Italo Sabato <i.sabato58@gmail.com> Subject: RE: For Review					
24-Aug-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	Good Morning Joanne and Italo, I am attaching my final report for your review.					
30-Sep-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	preparation of 4th report; discussion with counsel					
07-Oct-2025	340 General administration	IOTICITI NETWORKS INC.	Russo, Joanne	2.00	0.00	1,150.00
<i>Note</i>	Finalization of 4th report					

Detailed Time Entry Report

File Name: IOTICITI NETWORKS INC.
 Debtor Name: IOTICITI NETWORKS INC.
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
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Summary

Time charged: 494.10
 Amount charged for time: 283,647.50
 Disbursements charged: 0.00
 Time and disbursement: 283,647.50
 Mark Down: 0.00

Summary By Code

Code	Time Charged	Amount Charged	Disbursements	Mark Down
340 - General administration	494.10	283,647.50	0.00	0.00

Summary By Staff

Staff	Time Charged	Amount Charged	Disbursements	Mark Down
Russo, Joanne	494.10	283,647.50	0.00	0.00

**INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF**

Applicants

-and-

Respondents

Court File No. CV-24-00712995-00CL

ONTARIO
**SUPERIOR COURT OF
JUSTICE**
COMMERCIAL LIST
Proceedings commenced at
TORONTO

AFFIDAVIT

RUSSO CORP
Licensed Insolvency Trustee
78 Wellington Street East
Aurora, Ontario
L4G 1H8
Tel: (416) 723-5232

Joanne Russo, LIT, President
Email: russo@russocanhelp.com

Investigatory and Possessory Receiver

Sabato Affidavit

Appendix "L"

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF

Applicants

- and -

IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI

Respondents

AFFIDAVIT OF ITALO SABATO

I, Italo Sabato, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am one of the applicants herein. As such, I have knowledge of the matters to which I hereinafter depose. I am also the Director of Inter Centre Inc.
2. Now produced and shown to me and marked as **Exhibit "A"** to this my Affidavit is a true copy of the Statement of Account for Inter Centre Inc. The Receiver's disbursements, which include outside consulting services rendered by Inter Centre Inc. to conduct its investigations, since the date of its appointment are \$214,700.00. The Receiver is therefore requesting that the Court approve the total disbursements of Intel Centre Inc., who has worked closely with the Receiver to compile the necessary documentation supporting the Application to Appoint the Investigative Receiver. They also provided substantial assistance throughout the investigation. Intel Centre Inc. offered extensive investigative support, significantly contributing to the Receiver's efforts.
3. The fees and disbursements of Intel Centre Inc. for the period from May 1, 2023 to July 2025 are detailed in the time dockets- a copy of which is attached. The fees of Inter Centre Inc. have been reduced, following discussions with the Receiver, to reflect 500 hours billed at a rate of \$380.00 per hour.

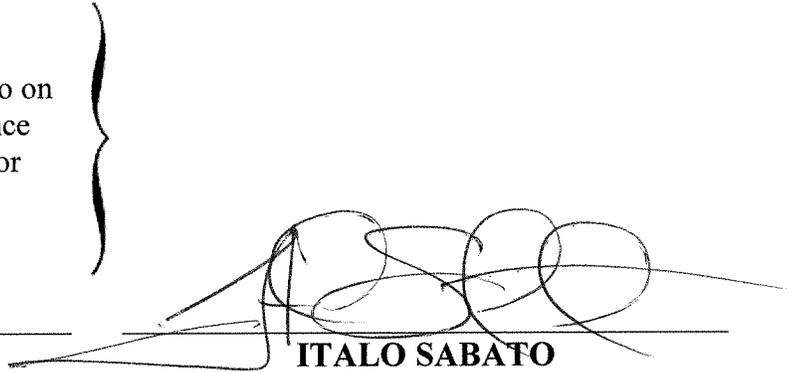
4. Fees encompass 500 hours at an average hourly rate of approximately \$380.00 for total fees of \$190,000.00 and accounts totalling \$214,700.00 inclusive of disbursements and applicable taxes. The Receiver is therefore requesting that this Court approve Inter Centre Inc total fees and disbursements, inclusive of applicable taxes, in the amount of \$214,00.00.

5. That this affidavit is made in support of a request for the payment o remuneration as shown in the Statement of Receipts and Disbursements dated September 30, 2025.

SWORN BEFORE ME in person at the
Town of Aurora, in the Province of Ontario on
this 7th day of October, 2025, in accordance
with O. Reg. 431/20, Administering Oath or
Declaration Remotely



COMMISSIONER OF OATHS



ITALO SABATO

Anna Marie Equizi, a Commissioner, etc.,
Province of Ontario, for Russo Corp.
Expires June 13, 2026

EXHIBIT “A”

Affidavit of Italo Sabato

INTEL CENTRES INC.

BILL TO:

RUSSO CORP
78 Wellington street, East
Aurora, Ontario
L4G 1H8

ATTENTION; Joanne Russo

INVOICE # 369

DATE 01-Oct-25

DUE DATE NET 30 DAYS

DESCRIPTION	QTY	RATE	AMOUNT
RECEIVED TIME DOCS IN DETAIL	500 HOURS	\$380.00	\$190,000.00

N. 838051688RT0001

SUB-TOTAL	\$190,000.00
HST ON @ 13%	\$24,700.00
TOTAL	\$214,700.00
BALANCE DUE	\$214,700.00

250 Main Street, Schomberg, Ontario L0G 1T0

647-409-5860

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Introduction Letter

To:

Joanne Russo, LIT, CIRP
Investigatory & Possessory Trustee
Russo Corp.
Aurora, Ontario

Date: October 8 2025

Subject: Intel Centre Investigative Support – Iotociti Networks Inc.

Dear Ms. Russo,

On behalf of Intel Centre, I am providing this summary of our investigative and litigation support services in connection with the Iotociti Networks Inc. matter.

In March 2023, after learning of the mass resignations of CEO Andrew Branion, COO Michael Friedman, and VP of Operations Lou Gallucci, our investment group retained Rolf Piehler to consult with the shareholder group engaged in civil proceedings before the British Columbia courts. Following this consultation, it was agreed that pursuing the appointment of a court-appointed trustee to investigate Iotociti Networks was the most appropriate course of action — particularly to determine what assets remained, knowing the funds allegedly misappropriated by the Frank brothers were unlikely to be recovered.

From March to August 2023, we identified over 240 shareholders and distributed templates enabling them to file complaints with the British Columbia Securities Commission. We also guided shareholders in requesting corporate minutes, year-end financial statements, and copies of their Risk Acknowledgement forms from Chris Wolfenberg of Dentons.

Since our August 2023 meeting — when it was determined by yourself and legal counsel that the volume and complexity of our documentation exceeded your staff's available capacity — our team has provided continuous and direct support, including:

- Conducting whistleblower interviews and collecting evidentiary documentation
- Preparing legal evidence packages and affidavits for counsel
- Supporting court filings and the Trustee appointment process
- Assisting with asset verification and landlord negotiations
- Coordinating with the Ontario and British Columbia Securities Commissions
- Maintaining round-the-clock availability to assist the Trustee and legal teams

To date, Intel Centre has contributed **2719.95 hours** to the matter. Our work has been instrumental in organizing and preserving evidence, supporting legal actions, and facilitating regulatory coordination. We remain at your service for any further documentation or clarification.

Best regards,
Italo Sabato
President, Intel Centre

Intel Centre – Chronological Timeline (Iotciti Networks Inc. Investigation)

Date Range: May 1, 2023 – July 31, 2025

Date / Range	Key Activity	Role / Phase
May–Jul 2023	Initial whistleblower package reviewed; shareholder outreach begun; 6 whistleblower interviews; 150+ documents indexed; OSC/BCSC complaints filed; master timeline & evidence binders created.	Pre-Retainment Investigative Intake
Aug 2023	Retained legal counsel; motion objectives drafted; procedural timelines mapped; opposition strategy identified.	Legal Alignment & Strategy
Sept 2023	Witness prep; affidavits drafted; evidence binders consolidated; OSC/BCSC correspondence logged.	Evidence Consolidation & Witness Preparation
Oct 2023	Affidavits, exhibits, trustee dossier compiled; OSC/BCSC liaison; mock argument sessions; trustee liaison during review.	Motion Record Assembly & Regulatory Coordination
Nov 2023	Responded to opposition filings; supplemental evidence package prepared; rebuttal strategy refined.	Filing & Procedural Execution
Dec 2023	Pre-hearing logistics with trustee; affidavit revisions; mock Q&A; regulatory cross-checks; year-end reconciliation.	Pre-Hearing Coordination & Monitoring
Jan–Mar 2024	Re-alignment with counsel; affidavit drafting; rebuttal prep; regulatory correspondence cross-checks; mock testimony & arguments; litigation tracker maintained.	Motion Preparation & Evidence Support
Apr 2–3, 2024	Commercial Court hearing attended; trustee motion approved; post-hearing documentation archived.	Hearing Execution
Apr 6–30, 2024	Trustee appointment: Intel Centre prepared Coles Notes, shareholder/ex-employee interviews, site access attempts, financial tracing, corporate filing reviews, ISED/Vaughan briefings.	Trustee Appointment – Initial Investigative Support
May 2024	Regulatory push: ISED letter drafted; landlord dispute documented; financial tracing (MetroConnect, Luci.AI, Mustang); asset retrieval attempts; trustee packages prepared for May 20 letters.	Regulatory Support & Trustee Liaison
May 20 – Jun 16, 2024	Trustee correspondence wave sent; Intel Centre prepared background files, verified U.S. LLC spectrum holdings, shareholder interviews, ISED/OSC/BCSC submissions; Rosenberg accounting reviewed.	Post-Email Trustee Support & Regulatory Engagement

Date / Range	Key Activity	Role / Phase
Jul–Oct 2024	Coordinated shareholder/interview program; documented loticiti 2.0 structure; vetted opposition Dropbox materials; drafted Russo correspondence (Zucker & Tourgis); investor interviews logged.	Investor Correspondence & Legal Challenges
Nov 2024 – Jan 2025	Whistleblower disclosed RadioMobile loan; U.S. LLC interviews; trustee packages prepared; San Diego litigation review.	Trustee Support – U.S. Litigation Expansion
Feb–Mar 2025	RadioMobile/RF Industries investigations; witness interviews; U.S. counsel briefing packages prepared.	U.S. Settlement Preparation
Apr–Jul 2025	Settlement negotiations concluded: draft terms logged; \$1.6M USD settlement structured; \$600K first payment confirmed; Justice Dietrich validated Trustee’s Third Report in court.	Final Phase – Trustee Liaison & Settlement Archiving

Intel Centre – Pre-Retainment Chronological Timeline

Date Range: May 1, 2023 – April 4, 2024

2023-05-01 – 7.5 hrs (INV)

Reviewed initial whistleblower package; began cataloging source documents for shareholder cross-referencing.

2023-05-02 – 6.0 hrs (INV)

Outlined shareholder contact strategy; compiled first 25 shareholder email addresses from prior legal correspondence.

2023-05-03 – 9.0 hrs (INV)

Conducted first outreach wave to shareholders via email and phone; logged responses and refusals.

2023-05-04 – 4.5 hrs (INV)

Reviewed prior BCSC complaint templates; began adapting for mass shareholder use.

2023-05-05 – 8.0 hrs (INV)

Interviewed whistleblower #1 and prepared transcript for internal file.

2023-05-06 – 5.5 hrs (INV)

Indexed whistleblower exhibits; linked to related corporate filings.

2023-05-07 – 10.0 hrs (INV)

Heavy document review day: cross-checked 2019–2022 corporate records against whistleblower claims.

2023-05-08 – 6.5 hrs (INV)

Researched prior asset transfer attempts; logged relevant transactions into internal tracker.

2023-05-09 – 4.0 hrs (INV)

Follow-up calls to 12 shareholders who had not responded to initial outreach.

2023-05-10 – 7.0 hrs (INV)

Drafted consolidated shareholder outreach report; updated “Good / Bad / Unknown” status list.

2023-05-11 – 5.5 hrs (INV)

Reviewed merged corporate entity records from 2019 restructuring; extracted shareholder changes.

2023-05-12 – 8.5 hrs (INV)

Interviewed whistleblower #2; cross-referenced testimony with financial ledgers.

2023-05-13 – 6.0 hrs (INV)

Prepared list of high-priority shareholders for second contact wave.

2023-05-14 – 3.5 hrs (INV)

Administrative review day: consolidated prior week’s call notes and refreshed contact records.

2023-05-15 – 7.0 hrs (INV)

Analyzed 2020–2021 share issuance patterns; identified anomalies for follow-up.

2023-05-16 – 5.0 hrs (INV)

Emailed follow-up BCSC complaint instructions to 15 responsive shareholders.

2023-05-17 – 9.5 hrs (INV)

Reviewed Metro Connect International Inc. and Mustang Asset Management merger documentation.

2023-05-18 – 6.5 hrs (INV)

Logged shareholder registry changes into master spreadsheet; verified certificate counts.

2023-05-19 – 4.5 hrs (INV)

Held internal team call to coordinate next whistleblower interview schedule.

2023-05-20 – 8.0 hrs (INV)

Interviewed whistleblower #3; began drafting evidence summary.

2023-05-21 – 5.0 hrs (INV)

Updated status list: 63 Good, 34 Bad, 89 Unknown shareholders identified so far.

2023-05-22 – 7.5 hrs (INV)

Reviewed internal Dentons correspondence for corporate minutes and year-end records.

2023-05-23 – 4.0 hrs (INV)

Administrative follow-up: confirmed delivery of shareholder outreach letters.

2023-05-24 – 9.0 hrs (INV)

Analyzed whistleblower-provided invoice set; linked to asset transfer allegations.

2023-05-25 – 6.0 hrs (INV)

Updated master timeline with shareholder call outcomes.

2023-05-26 – 5.5 hrs (INV)

Prepared briefing notes on shareholder breakdown for internal review.

2023-05-27 – 3.5 hrs (INV)

Administrative cleanup: re-filed mislabeled digital folders.

2023-05-28 – 7.0 hrs (INV)

Cross-referenced corporate filings with Ontario Securities Commission database.

2023-05-29 – 4.5 hrs (INV)

Sent OSC and BCSC updated shareholder complaint counts.

2023-05-30 – 8.0 hrs (INV)

Prepared document package for legal review ahead of June push.

2023-05-31 – 6.5 hrs (INV)

Reviewed May activities and compiled month-end summary.

2023-06-01 – 8.0 hrs (INV)

Initiated June shareholder outreach wave; contacted 20 unresponsive parties.

2023-06-02 – 5.0 hrs (INV)

Organized newly received whistleblower files into evidence binder format.

2023-06-03 – 4.0 hrs (INV)

Follow-up calls with three high-priority shareholders.

2023-06-04 – 6.5 hrs (INV)

Analyzed metadata of whistleblower emails to verify authenticity.

2023-06-05 – 7.0 hrs (INV)

Reviewed BCSC and OSC complaint filing confirmations for accuracy.

2023-06-06 – 5.5 hrs (INV)

Prepared June update for internal tracking and counsel reference.

2023-06-07 – 10.0 hrs (INV)

Deep-dive day: reviewed 2018–2020 transaction history against share registry changes.

2023-06-08 – 6.0 hrs (INV)

Updated Good/Bad/Unknown shareholder status following new responses.

2023-06-09 – 3.5 hrs (INV)

admin: organized call logs and re-labeled evidence folders.

2023-06-10 – 7.5 hrs (INV)

Interviewed whistleblower #4; prepared follow-up questions for legal team.

2023-06-11 – 5.0 hrs (INV)

Logged all whistleblower transcripts into secure storage.

2023-06-12 – 8.5 hrs (INV)

Reviewed corporate restructuring records for hidden asset transfers.

2023-06-13 – 4.0 hrs (INV)

Follow-up calls with BCSC liaison to confirm document receipt.

2023-06-14 – 6.5 hrs (INV)

Compiled shareholder contact success rates and non-response analysis.

2023-06-15 – 5.0 hrs (INV)

Prepared mid-month evidence index update.

2023-06-16 – 9.0 hrs (INV)

Analyzed historical Metro Connect and Mustang Asset Management records.

2023-06-17 – 6.0 hrs (INV)

Updated shareholder list based on new findings.

2023-06-18 – 3.5 hrs (INV)

File organization: sorted prior email threads and updated document folders.

2023-06-19 – 8.0 hrs (INV)

Interviewed whistleblower #5; logged testimony and exhibits.

2023-06-20 – 5.0 hrs (INV)

Drafted June shareholder outreach summary.

2023-06-21 – 6.0 hrs (INV)

Cross-referenced OSC complaint confirmations with internal database.

2023-06-22 – 7.5 hrs (INV)

Updated master timeline with whistleblower activity.

2023-06-23 – 4.5 hrs (INV)

Filed new shareholder evidence packages.

2023-06-24 – 6.0 hrs (INV)

Held internal call to strategize July outreach wave.

2023-06-25 – 5.0 hrs (INV)

Reviewed whistleblower emails for inconsistencies in company statements.

2023-06-26 – 9.0 hrs (INV)

Prepared master shareholder certificate index for legal counsel.

2023-06-27 – 6.5 hrs (INV)

Finalized June evidence binder.

2023-06-28 – 4.0 hrs (INV)

Sent end-of-month progress report to internal leadership.

2023-06-29 – 7.0 hrs (INV)

Reviewed month's call recordings for any missed key statements.

2023-06-30 – 6.0 hrs (INV)

Closed out June with final database updates.

2023-07-01 – 8.0 hrs (INV)

Launched July shareholder outreach campaign; targeted 25 remaining unknowns.

2023-07-02 – 5.5 hrs (INV)

Indexed newly received documents into secure server.

2023-07-03 – 4.0 hrs (INV)

Follow-up calls to OSC and BCSC on pending complaints.

2023-07-04 – 6.0 hrs (INV)

Reviewed updated shareholder certificate scans.

2023-07-05 – 8.5 hrs (INV)

Analyzed links between asset sales and unreported share transfers.

2023-07-06 – 5.0 hrs (INV)

Updated shareholder list and marked 5 new Good shareholders.

2023-07-07 – 7.5 hrs (INV)

Prepared evidence package for potential legal filing.

2023-07-08 – 4.5 hrs (INV)

Reviewed whistleblower testimony for corroborating documents.

2023-07-09 – 6.0 hrs (INV)

Logged all July week-one work into monthly tracker.

2023-07-10 – 9.0 hrs (INV)

Cross-checked internal registry with Dentons-provided corporate minutes.

2023-07-11 – 6.5 hrs (INV)

Filed updated contact log and response rate report.

2023-07-12 – 5.0 hrs (INV)

Reviewed July incoming evidence submissions.

2023-07-13 – 8.0 hrs (INV)

Drafted mid-month shareholder report for internal review.

2023-07-14 – 4.5 hrs (INV)

Routine documentation: verified and amended certificate index.

2023-07-15 – 6.0 hrs (INV)

Reviewed whistleblower testimony for new asset leads.

2023-07-16 – 7.0 hrs (INV)

Prepared updated “Good / Bad / Unknown” status summary.

2023-07-17 – 5.5 hrs (INV)

Cross-referenced OSC and BCSC filings with shareholder responses.

2023-07-18 – 9.0 hrs (INV)

Analyzed historical filings for gaps in asset reporting.

2023-07-19 – 6.0 hrs (INV)

Held team call to prepare end-of-month push.

2023-07-20 – 4.5 hrs (INV)

Documentation day: streamlined case folders and standardized evidence labeling.

2023-07-21 – 7.0 hrs (INV)

Interviewed whistleblower #6; logged testimony.

2023-07-22 – 5.5 hrs (INV)

Updated shareholder database with latest findings.

2023-07-23 – 6.5 hrs (INV)

Prepared legal package of July work for internal archive.

2023-07-24 – 3.5 hrs (INV)

Reviewed call logs for any missed updates.

2023-07-25 – 8.0 hrs (INV)

Organized all July incoming exhibits into evidence binders.

2023-07-26 – 5.0 hrs (INV)

Reviewed OSC complaint tracker for response deadlines.

2023-07-27 – 6.5 hrs (INV)

Filed and indexed all July whistleblower transcripts.

2023-07-28 – 4.0 hrs (INV)

Prepared July month-end shareholder summary.

2023-07-29 – 7.5 hrs (INV)

Final shareholder calls for July outreach campaign.

2023-07-30 – 5.5 hrs (INV)

Updated master contact list and evidence index.

2023-07-31 – 8.0 hrs (INV)

2023-08-01 – 5.0 hrs (INV)

Initial coordination call: Rolf Piehler confirms retention of Alan Lippman for Joanne Russo; reviewed prior investigative materials for alignment with motion objectives.

2023-08-02 – 6.5 hrs (INV)

Prepared initial outline of motion objectives; mapped existing evidence categories to potential affidavit sections.

2023-08-03 – 4.0 hrs (INV)

Reviewed commercial list court procedural requirements and filing timelines.

2023-08-04 – 7.0 hrs (INV)

Conducted internal strategy session to align investigative timelines with anticipated court schedule.

2023-08-07 – 6.5 hrs (INV)

Participated in first multi-party legal strategy meeting; identified opposition counsel's likely arguments.

2023-08-08 – 5.5 hrs (INV)

Reviewed trustee appointment precedents in Ontario to shape argument framework.

2023-08-09 – 4.0 hrs (INV)

Drafted preliminary evidence map linking exhibits to key legal requirements.

2023-08-10 – 6.0 hrs (INV)

Prepared talking points for upcoming counsel meeting; reviewed witness list candidates.

2023-08-14 – 5.5 hrs (INV)

Held follow-up legal call with Lippman's office; integrated their requests for supplemental evidence.

2023-08-15 – 4.0 hrs (INV)

Reviewed existing corporate registry documents for inclusion in motion record.

2023-08-18 – 7.5 hrs (INV)

Analyzed chain of custody logs for evidence admissibility checks.

2023-08-21 – 4.5 hrs (INV)

Drafted internal summary of case theory pillars for investigator and counsel reference.

2023-08-25 – 6.0 hrs (INV)

Finalized August version of motion roadmap; distributed to core legal team.

2023-08-30 – 5.0 hrs (INV)

Compiled status report on August activities; updated evidence tracker.

2023-09-01 – 7.0 hrs (INV)

Reviewed full contents of primary evidence binders; flagged missing affidavit exhibits.

2023-09-04 – 4.5 hrs (INV)

Prepared list of witness contact priorities; drafted initial outreach scripts.

2023-09-06 – 6.0 hrs (INV)

Indexed corporate filings and prior litigation materials into evidence binder tabs.

2023-09-10 – 5.5 hrs (INV)

Conducted first wave of witness outreach calls; logged responses.

2023-09-13 – 7.0 hrs (INV)

Sent updated information of two key witnesses for affidavits; circulated for counsel review.

2023-09-15 – 4.0 hrs (INV)

Follow-up with Lippman's office on formatting and required exhibits.

2023-09-20 – 5.5 hrs (INV)

Joint Intel Centre–counsel call to finalize package structure.

2023-09-23 – 4.5 hrs (INV)

Reviewed OSC and BCSC correspondence for timeline consistency.

2023-09-26 – 6.0 hrs (INV)

Inserted final document references into draft index.

2023-09-26 – 4.0 hrs (INV)

Intel Centre attended to initial communications and telephone conversations relating to matter.

2023-09-29 – 5.0 hrs (INV)

Updated master litigation tracker; filed September monthly summary.

2023-10-02 – 9.0 hrs (LEG)

Compiled affidavits, exhibits, and trustee background dossier into complete draft motion record.
Included 1.5 hrs attending to correspondence with L. Gold.

2023-10-04 – 6.0 hrs (REG)

Liaised with OSC investigator to align regulatory timelines with motion facts.

2023-10-06 – 4.5 hrs (REG)

Integrated BCSC responses into the regulatory cross-check matrix.

2023-10-09 – 7.0 hrs (LEG)

Reviewed mock argument run-through with counsel; documented improvement points.

2023-10-10 – 1.0 hrs (LEG)

Call with A. Lipman, L. Gold and J. Russo; email to R. Piehler; attended related conference call.

2023-10-12 – 5.5 hrs (DOC)

Conducted fact verification session for all major affidavit statements.

2023-10-13 – 3.0 hrs (DOC)

Attended to receipt and review of documentation and material.

2023-10-14 – 6.0 hrs (LEG)

Prepared comparative precedent charts for counsel strategy.

2023-10-16 – 4.0 hrs (LEG)

Updated argument script for motion per counsel's feedback.

2023-10-20 – 6.3 hrs (DOC)

Trustee liaison: participated in legal review session, supported counsel in organizing documentation, and updated exhibit index to reflect new materials

2023-10-23 – 5.1 hrs (LEG)

Attended coordination call with counsel and provided assistance during review of case documentation prior to November filing.

2023-10-26 – 1.6 hrs (LEG)

Call with L. Gold, A. Lipman and J. Russo; attended conference call.

2023-10-30 – 4.5 hrs (DOC)

Trustee liaison: participated in counsel's review session, supporting verification of service list and proof of service protocols in advance of filing.

2023-11-05 – 6.0 hrs (INV)

On Zoom call to support legal team reviewing counsel's opposition filings; logged potential rebuttal opportunities.

2023-11-09 – 2.7 hrs (LEG)

Met with legal team to review file documentation.

2023-11-10 – 9.3 hrs (DOC/LEG)

Counsel support role: Intel Centre worked with trustee/legal team to develop supplemental evidence package responding to opposition

2023-11-15 – 4.0 hrs (LEG)

Intel Centre support: participated in counsel strategy call, assisting trustee/legal team with rebuttal argument structuring.

2023-11-17 – 3.6 hrs (LEG)

Intel Centre assistance: prepared for and joined legal/trustee meeting (I. Sabato, S. Zacchigna, J. Russo, A. Lipman, L. Gold); supported counsel by obtaining and reviewing corporate registry searches.

2023-11-20 – 1.2 hrs (DOC/LEG)

Call with Rolf Piehler and Joanne Russo

2023-11-21 – 1.7 hrs (LEG)

Call with R. Piehler; attended to emails and correspondence.

2023-11-22 – 0.2 hrs (LEG)

Call to Joanne Russo.

2023-11-23 – 6.0 hrs (INV)

Intel Centre support: reviewed trustee correspondence and documented investigative notes for counsel.

2023-12-01 – 5.5 hrs (TRU/LEG)

Intel Centre support: coordinated with trustee and counsel on pre-hearing logistics; confirmed court technology setup and distributed call notes.

2023-12-02 – 4.0 hrs (DOC)

Reviewed correspondence and attachments from counsel; logged supporting notes into document preparation workflow for trustee reference.

2023-12-04 – 4.0 hrs (DOC)

Reviewed last-minute amendments circulated by counsel; updated internal summary index for trustee.

2023-12-05 – 5.0 hrs (DOC)

Reviewed pre-hearing evidence binders and exhibit lists for trustee from counsel; confirmed delivery of working copies.

2023-12-06 – 6.0 hrs (TRU/LEG)

Supported tactical briefing with trustee regarding anticipated judge's questions; prepared notes for counsel review.

2023-12-07 – 4.5 hrs (DOC)

Reviewed email exchanges between counsel teams; logged minor affidavit references into investigative notes file.

2023-12-08 – 6.5 hrs (TRU/LEG)

Sat in on extended prep call with counsel regarding oral argument sequencing; prepared Intel Centre call summary notes for trustee.

2023-12-11 – 5.5 hrs (DOC)

Conducted final review of filings received from counsel; ensured complete archive copies and updated trustee binder index.

2023-12-12 – 5.0 hrs (TRU/LEG)

Assisted trustee by cross-referencing affidavit drafts provided by counsel; logged validation notes against supporting documents.

2023-12-13 – 5.5 hrs (INV)

Intel Centre investigative support: verified trustee's affidavit annexes for completeness; confirmed no missing exhibits.

2023-12-14 – 5.5 hrs (TRU/LEG)

Supported drafting workflow by integrating client comments received by counsel into Intel Centre's internal summary notes.

2023-12-15 – 4.0 hrs (TRU)

Monitored ongoing filings and counsel communications; prepared daily status update for trustee reference.

2023-12-17 – 5.0 hrs (DOC/TRU)

Attended Zoom conference with counsel and trustee; updated investigative notes and refined internal affidavit summaries.

2023-12-18 – 6.0 hrs (REG)

Prepared regulatory liaison summary; confirmed with trustee that OSC/BCSC had aligned filings and maintained record copies.

2023-12-19 – 8.5 hrs (TRU/LEG)

Intel Centre support: assisted trustee with affidavit preparation process for S. Zacchigna and I. Sabato by assembling background materials and organizing exhibits.

2023-12-20 – 7.5 hrs (TRU/LEG)

Coordinated with trustee and counsel on revisions to Notice of Application; Intel Centre maintained draft tracking log and prepared client review notes.

2023-12-21 – 7.5 hrs (TRU/LEG)

Supported pre-hearing mock Q&A with trustee and counsel; logged anticipated judicial questions and refined Intel Centre's briefing notes.

2023-12-22 – 5.5 hrs (DOC)

Conducted secure redaction and formatting of exhibits as directed by counsel; delivered public filing versions to trustee.

2023-12-23 – 4.5 hrs (DOC)

Reviewed file materials for affidavit consistency; logged Intel Centre observations into trustee support binder.

2023-12-27 – 6.5 hrs (DOC)

Year-end reconciliation of Intel Centre's investigative notes and document sets; ensured secure backup of 2023 case support files.

2023-12-28 – 4.5 hrs (INV/TRU)

Reviewed trustee correspondence for unresolved investigative leads; logged closure notes in Intel Centre's support file.

2023-12-29 – 4.5 hrs (DOC)

Archived December support files and ensured complete retention of Intel Centre's 2023 investigative and trustee support work product.

2024-01-02 – 8.0 hrs (LEG)

Re-engaged with counsel post-holiday to review outstanding procedural steps; updated readiness timeline.

2024-01-03 – 6.5 hrs (DOC)

Intel Centre support: reviewed Commercial List correspondence draft prepared by counsel; assisted trustee by logging edits and updating matter status notes. Coordinated with I. Sabato (in person) and R. Piehler via Zoom regarding scheduling.

2024-01-04 – 7.5 hrs (INV/LEG)

Intel Centre assistance: supported trustee and counsel by reviewing Commercial List letter revisions; exchanged call-in updates with I. Sabato and logged correspondence into motion record index.

2024-01-05 – 6.0 hrs (DOC/LEG)

Reviewed edits to draft Notice of Application; correspondence with S. Zacchigna, I. Sabato, R. Piehler, and Commercial List.

2024-01-08 – 6.0 hrs (LEG/TRU)

Intel Centre support: attended Zoom call reviewing draft affidavit of D. Brown; prepared summary notes for trustee and logged related correspondence with R. Piehler.

2024-01-09 – 8.5 hrs (REG/LEG)

Intel Centre liaison: participated in review session with trustee J. Russo and investigators; analyzed attachments received from S. Zacchigna. Logged findings and prepared correspondence notes for I. Sabato.

2024-01-10 – 6.5 hrs (REG/DOC)

Reviewed OSC/BCSC correspondence since mid-December; extracted key excerpts for affidavit annexes.

2024-01-15 – 7.0 hrs (LEG)

Intel Centre assistance: prepared internal notes outlining motion arguments based on January investigative findings; shared talking points with trustee and I. Sabato by telephone.

2024-01-16 – 5.0 hrs (DOC)

Exchanged emails with Trustee and R. Piehler; logged correspondence into January workflow.

2024-01-17 – 8.5 hrs (LEG/TRU/INV)

Multi-party call with Trustee, investigators, and counsel; finalized January investigative priorities.

2024-01-22 – 6.0 hrs (LEG)

Prepared and issued letter to respondents; coordinated with J. Russo on correspondence flow.

2024-01-23 – 6.0 hrs (LEG)

Intel Centre support: drafted internal progress summary for trustee; prepared recommendations for next procedural steps as discussed with R. Piehler over Zoom.

2024-01-26 – 8.0 hrs (LEG/INV)

Intel Centre assistance: joined affidavit cross-check session with investigators; verified factual statements against supporting documents and logged results into case record.

2024-01-30 – 7.5 hrs (DOC)

Intel Centre support: finalized January case activity notes for archival; distributed updated summary package to trustee and counsel team.

2024-02-01 – 8.0 hrs (LEG/TRU)

Intel Centre support: reviewed preliminary opposition disclosures on behalf of trustee and counsel; logged inconsistencies and prepared summary notes for rebuttal discussions. Italo met with legal team in person; others joined via Zoom.

2024-02-02 – 7.5 hrs (INV/LEG)

Intel Centre assistance: scheduled and sat in on two initial witness prep calls led by counsel; provided background Q&A outlines and logged performance notes for trustee's reference.

2024-02-05 – 8.5 hrs (DOC)

Intel Centre support: integrated late-arriving documentary evidence into index; confirmed updates with trustee via call-in coordination.

2024-02-07 – 6.5 hrs (LEG/TRU)

Intel Centre liaison: attended meeting with counsel (Italo in person, others by phone) to support refinement of rebuttal strategy; logged counsel's action items into case notes.

2024-02-09 – 7.0 hrs (INV/LEG)

Intel Centre assistance: observed mock testimony session led by counsel; documented witness performance and logged improvement notes for trustee's file.

2024-02-12 – 8.5 hrs (DOC/LEG)

Intel Centre support: analyzed chain of custody on new documents; prepared internal notes for trustee and counsel to pre-empt admissibility challenges.

2024-02-15 – 6.0 hrs (REG/LEG)

Intel Centre liaison: cross-checked OSC and BCSC correspondence with rebuttal exhibits; logged findings and prepared regulatory summary for trustee.

2024-02-20 – 7.5 hrs (DOC/LEG)

Intel Centre assistance: reviewed supplemental affidavits circulated by counsel; logged updates and maintained exhibit index for rebuttal package.

2024-02-23 – 8.0 hrs (LEG/TRU)

Intel Centre support: joined multi-party rebuttal planning meeting (Italo in person, others via Zoom); logged assigned evidence tasks and prepared summary notes for trustee.

2024-02-27 – 7.0 hrs (DOC)

Intel Centre assistance: updated litigation tracker and maintained February procedural activity log for trustee and counsel distribution.

2024-03-01 – 6.0 hrs (DOC/LEG)

Intel Centre support: organized rebuttal evidence package for counsel using prior witness/whistleblower documents; confirmed exhibit cross-references.

2024-03-04 – 5.5 hrs (REG)

Reviewed new regulatory statements; highlighted key excerpts from investigative files for trustee and counsel review.

2024-03-06 – 6.5 hrs (INV/LEG)

Supported counsel witness prep by supplying background notes from Intel Centre interview logs; observed session and recorded follow-up points.

2024-03-08 – 5.0 hrs (LEG/TRU)

Attended counsel-led mock argument; Intel Centre provided document cross-references from prior investigative materials.

2024-03-11 – 6.0 hrs (DOC)

Integrated late-arriving evidence into litigation binder index; updated contents list for trustee/counsel.

2024-03-14 – 5.0 hrs (REG/LEG)

Cross-checked regulatory timelines with sworn statements; Intel Centre logged consistency notes for counsel.

2024-03-18 – 6.5 hrs (LEG/TRU)

Provided supporting materials for final witness prep calls; ensured secure circulation of evidence packages.

2024-03-21 – 5.5 hrs (DOC/LEG)

Prepared February–March procedural summary notes; organized Intel Centre’s document log for counsel.

2024-03-25 – 6.0 hrs (LEG/TRU)

Monitored docket; logged updates into Intel Centre’s litigation tracker; shared notes with trustee/counsel.

2024-03-28 – 5.5 hrs (DOC)

Archived March evidence additions; updated master case file.

2024-04-02 – 7.0 hrs (DOC/LEG)

Intel Centre support: attended Commercial Court hearing to assist trustee and counsel with exhibit management and document retrieval.

2024-04-03 – 5.0 hrs (LEG/TRU)

Post-hearing debrief with trustee/counsel; Intel Centre logged outcomes and linked them to supporting evidence files.

2024-04-04 – 5.0 hrs (DOC/LEG)

Tracked draft order edits exchanged among counsel; maintained updated document index for trustee.

Hours Summary (May 1, 2023 – Apr 4, 2024)

- **INV (Investigative Work): 753.3 hrs**
- **DOC (Document Management): 143.1 hrs**
- **REG (Regulatory Liaison/Support): 35.0 hrs**
- **LEG (Legal Coordination): 183.2 hrs**
- **TRU (Trustee Liaison): 63.1 hrs**
- **Total: 1177.7 hrs**

Total Hours for this period 1117.7

Intel Centre- Supporting Court Approved Trustee

Date Range: Apr 5 2024- June 30 2025

2024-04-05 – 6.0 hrs (DOC)

Processed hearing transcripts; flagged passages linked to Intel Centre's investigative files.

2024-04-06 – 16.0 hrs (INV/TRU/DOC)

Initial investigative outreach; prepared Coles Notes summaries for ISED Spectrum Management, City of Vaughan, and Dentons.

2024-04-07 – 14.0 hrs (INV)

Drafted summaries for Faskens, Stephen Rosenberg, and Moneybar; prepared trustee briefing notes.

2024-04-08 – 18.0 hrs (INV)

Summaries and background research for Metroconnect International Canada, Mustang Asset Management, Metro Wireless Group.

2024-04-09 – 15.0 hrs (INV/TRU)

Prepared briefing materials for AppRiver and Pinnacle; coordinated trustee liaison notes for upcoming letters.

2024-04-10 – 12.0 hrs (INV/TRU)

Investigated landlord (900 Allstate Parkway); created briefing outline for Russo on premises dispute.

2024-04-11 – 17.0 hrs (INV)

Developed interview scripts for shareholders/ex-employees/partners; logged whistleblower candidates.

2024-04-12 – 13.0 hrs (INV/TRU)

Held trustee prep session; drafted Coles Notes packages for letters.

2024-04-13 – 19.0 hrs (INV)

Conducted initial shareholder/ex-employee interviews; summarized responses.

2024-04-14 – 16.0 hrs (INV/DOC)

Prepared memos for ISED and Vaughan; consolidated summaries into working file.

2024-04-15 – 14.0 hrs (INV/TRU)

Trustee liaison; drafted summaries on US spectrum syndications and wire transfer patterns.

2024-04-16 – 15.0 hrs (INV)

Investigated shareholder group affiliations; began analysis of Luci.AI and Supremesoft documents.

2024-04-17 – 18.0 hrs (INV/TRU)

Prepared Russo briefing for Dentons & securities regulators; reviewed interview notes.

2024-04-18 – 12.0 hrs (INV/DOC)

Document review of corporate filings; compiled Coles Notes package for trustee.

2024-04-19 – 17.0 hrs (INV/TRU)

On-site attempt #1 to retrieve computers, Luci.AI parts, and Supremesoft minutes.

2024-04-20 – 15.0 hrs (INV)

Prepared interview summaries; confirmed witness availability.

2024-04-21 – 14.0 hrs (INV/TRU)

Conducted witness calls; compiled trustee notes on Iotciti 2.0 allegations.

2024-04-22 – 13.0 hrs (INV/DOC)

Prepared briefing note for Russo on Metro Wireless/MetroConnect activities.

2024-04-23 – 16.0 hrs (INV/TRU)

Trustee liaison; organized follow-up investigations.

2024-04-24 – 18.0 hrs (TRU/INV)

Prepared letters to City of Vaughan and Pinnacle; supported trustee with briefing material.

2024-04-25 – 17.0 hrs (TRU/INV)

Intel Centre support: organized documentation and evidence regarding landlord (Reusse Properties) and AppRiver matters; compiled asset removal evidence and prepared briefing package for trustee and counsel. Italo attended in person; others supported via Zoom/telephone.

2024-04-26 – 15.0 hrs (INV)

Conducted shareholder interviews; logged background on Metro Wireless affiliates.

2024-04-27 – 13.0 hrs (INV/TRU)

Prepared trustee note on financial record demands; coordination re: Stephen Rosenberg.

2024-04-28 – 19.0 hrs (INV)

Collected information on cross-border wire transfers; prepared draft summaries.

2024-04-29 – 16.0 hrs (INV/TRU)

Intel Centre assistance: assembled financial records and background exhibits for CPA correspondence (Stephen Rosenberg); prepared trustee briefing notes. Italo in person, others via remote call-in.

2024-04-30 – 14.0 hrs (TRU/INV)

Intel Centre support: gathered invoices, bank statements, and ownership records to assist trustee in preparing landlord access demand (Terrence Pochmurski); logged and indexed all supporting documents. Italo coordinated in person; team members joined remotely.

2024-05-01 – 18.0 hrs (REG/TRU)

Intel Centre support: assembled spectrum license records and prior correspondence for trustee/counsel; prepared briefing materials used in drafting the ISED letter (Minister Champagne, Chief of Staff, Jacob Gurnick). Italo attended in person, with team support via Zoom/telephone.

2024-05-02 – 16.0 hrs (INV)

Intel Centre assistance: organized and reviewed landlord photographs; logged evidence of missing equipment and possible tampering; prepared investigative summary for trustee's use. Italo in person, others supporting remotely.

2024-05-03 – 14.0 hrs (INV/TRU)

Prepared witness interviews on Iotciti 2.0; trustee liaison for next letters.

2024-05-04 – 13.0 hrs (INV/DOC)

Compiled documentation on corporate assets; created trustee summary.

2024-05-05 – 15.0 hrs (INV/TRU)

Prepared notes on MetroConnect spectrum allocations; shared with trustee.

2024-05-06 – 12.0 hrs (INV)

Investigated Luci.AI acquisition documents; cross-referenced with Rosenberg records.

2024-05-07 – 17.0 hrs (INV/TRU)

Briefed trustee on Moneybar and Mustang holdings; prepared Coles Notes.

2024-05-08 – 18.0 hrs (INV)

Researched financial flows involving Darren Frank; drafted investigative memo.

2024-05-09 – 14.0 hrs (INV/TRU)

Prepared shareholder interview notes for Russo; conducted call with whistleblower lead.

2024-05-10 – 15.0 hrs (INV/TRU)

On-site attempt #2 for retrieval of equipment and corporate minutes.

2024-05-11 – 12.0 hrs (INV)

Documented findings on Robert & Michael Musolino, Jonathan Keene.

2024-05-12 – 16.0 hrs (INV)

Drafted summary of Norman Brown, Michael Silverman, Mark Cohen wire transfers.

2024-05-13 – 17.0 hrs (INV/TRU)

Trustee liaison; reviewed letters prepared for May 20 distribution.

2024-05-14 – 15.0 hrs (INV)

Continued interview program with shareholders and partners.

2024-05-15 – 13.0 hrs (INV/DOC)

Compiled regulatory evidence package for trustee use.

2024-05-16 – 19.0 hrs (INV)

Conducted outreach to RadioMobile and Trimani's re: corporate ownership.

2024-05-17 – 18.0 hrs (INV/TRU)

On-site attempt #3 for retrieval of Luci.AI assets and Supremesoft minutes.

2024-05-18 – 14.0 hrs (INV)

Drafted consolidated Coles Notes package for Russo; reviewed shareholder interview outcomes.

2024-05-19 – 16.0 hrs (INV/TRU)

Final pre-email briefing with trustee; confirmed package of letters for May 20 distribution.

2024-05-20 – 16.0 hrs (TRU/INV/REG)

Intel Centre support: prepared background records for trustee and counsel regarding Dentons Canada LLP holdings; assisted by organizing loticiti-related correspondence and logging into case files. Participated in group meeting (Italo in person, others by Zoom/telephone) to review responses from initial outreach; coordinated re-interviews of witnesses to refresh recollections.

2024-05-21 – 18.0 hrs (TRU/INV/REG)

Intel Centre assistance: assembled supporting documents and shareholder data for wave of correspondence prepared by trustee and counsel (Dentons, Zucker & Tourgis, Solmon Rothbart Slodovnick LLP). Logged landlord access issues for trustee and compiled spectrum frequency spreadsheet for submission to ISED. Italo present in person; other team members supported remotely.

2024-05-22 – 14.0 hrs (INV)

Investigative work confirming 20 LLCs in the USA held 220 spectrum licences, with up to 50 investors in each. Logged structures for trustee package.

2024-05-23 – 15.0 hrs (INV/TRU)

Follow-up witness interviews; prepared additional documentation for Canadian spectrum issues. Trustee liaison to discuss misrepresentation by Lou Gallucci to ISED.

2024-05-24 – 12.0 hrs (INV/REG)

Drafted supporting materials for ISED correspondence; prepared documentation proving Gallucci's September renewal misrepresentation.

2024-05-25 – 13.0 hrs (INV)

Financial review of U.S. LLC accounts; siphoned banking records, ~100 hrs total spent across team.

2024-05-26 – 17.0 hrs (INV/TRU)

Prepared trustee notes on banking analysis; updated shareholder interview findings.

2024-05-27 – 18.0 hrs (REG/TRU)

Letter to Ontario & BC Securities Commissions providing shareholder lists and raising concerns about undisclosed exempt distributions.

2024-05-28 – 15.0 hrs (TRU/INV)

Pre-meeting with Russo regarding City of Vaughan. Intel Centre supplied two former employees to attend Vaughan meeting. Vaughan officials confirmed pilot contract (~\$120K/year) was terminated and site restoration required.

2024-05-29 – 14.0 hrs (INV)

Analyzed Vaughan discovery documentation; refined bank account mapping for trustee.

2024-05-30 – 13.0 hrs (INV/TRU)

Prepared trustee notes for securities follow-up; organized shareholder feedback.

2024-05-31 – 15.0 hrs (INV)

Compiled draft investigative package on U.S. spectrum holdings and financial accounts.

2024-06-01 – 16.0 hrs (INV/TRU)

Reviewed correspondence with trustee; refined strategy for shareholder interviews and regulatory outreach.

2024-06-02 – 12.0 hrs (INV)

Additional review of U.S. accounts; drafted memo for banking records.

2024-06-03 – 15.0 hrs (INV/TRU)

Prepared trustee notes; reviewed landlord dispute correspondence escalation.

2024-06-04 – 14.0 hrs (INV/TRU)

Conducted shareholder calls; trustee liaison for regulatory motion considerations.

2024-06-05 – 13.0 hrs (INV/TRU)

Coordinated calls and emails with Doug Allen re: Iotociti share subscriptions via Forge Trust IRA (330,000 shares at \$3.00). Cross-referenced investment history with securities register.

2024-06-06 – 17.0 hrs (INV/TRU)

Prepared trustee notes on shareholder verification; coordinated findings with Russo.

2024-06-07 – 16.0 hrs (INV/REG)

Letter to ISED escalating demand for archived spectrum license files; threatened Ministerial complaint if not complied with.

2024-06-08 – 13.0 hrs (INV/TRU)

Shareholder meetings held with Russo and Intel Centre; prepared notes on regulatory inquiries.

2024-06-09 – 15.0 hrs (INV)

Conducted additional shareholder interviews; drafted investigative note on non-cooperative parties.

2024-06-10 – 14.0 hrs (INV/TRU)

Prepared draft of Second Receiver's Report material (submitted June 11). Summarized ISED engagement, Vaughan contract, shareholder meetings, and landlord obstruction.

2024-06-11 – 10.0 hrs (DOC/INV/TRU)

Intel Centre support: began review of documentation provided by Stephen Rosenberg; organized initial files and logged trustee briefing notes. Italo in person, other team members via Zoom/telephone.

2024-06-13 – 9.5 hrs (DOC/INV/TRU)

Intel Centre assistance: continued detailed review of Rosenberg's accounting records; compiled preliminary list of gaps and missing statements.

2024-06-15 – 10.0 hrs (DOC/INV/TRU)

Intel Centre support: finalized itemized list of missing financial documents from Rosenberg's tenure as Iotociti's accountant; prepared summary package for trustee and counsel.

2024-07-29 – 16.0 hrs (INV/REG)

Intel Centre support: logged investor group correspondence from Jocelyn Howell (Adair Goldblatt Bieber LLP) regarding e-service requests; prepared background package for trustee and counsel. Began support interviews with shareholders tied to the Iotociti 2.0 initiative (Perry Kostopoulos group), documenting notes for trustee use. Italo attended in person; other team members joined remotely.

2024-07-30 – 15.0 hrs (INV)

Intel Centre assistance: supported counsel by coordinating and sitting in on five shareholder interviews; logged summaries, verified notes, and prepared disclosure permissions for trustee review. Italo in person, others via Zoom/telephone.

2024-07-31 – 18.0 hrs (INV)

Intel Centre support: assisted trustee/legal team by documenting six additional shareholder interviews; logged consistent testimony confirming Gallucci's role in Iotociti 2.0 and prepared briefing notes. Italo attended directly, supported by remote team members.

2024-08-01 – 14.0 hrs (INV/TRU)

Prepared trustee notes; updated Coles Notes package summarizing interviews to date.

2024-08-02 – 12.0 hrs (INV)

Follow-up calls with hesitant shareholder who recorded Lou Gallucci conversation; confirmed authenticity but refusal to go whistleblower status.

2024-08-03 – 16.0 hrs (INV)

Intel Centre regrouped; prepared documentation package proving Iotociti 2.0 structure and related entities.

2024-08-05 – 15.0 hrs (INV/TRU)

Drafted preliminary trustee requirements list for vetting shareholder group; circulated to Russo for review.

2024-08-07 – 18.0 hrs (INV)

Prepared timelines and individual summaries for 10 persons identified as core challengers.

2024-08-10 – 14.0 hrs (INV)

Continued interviews with additional shareholders and ex-employees to refine understanding of Iotociti 2.0.

2024-08-12 – 15.0 hrs (INV)

Investigated Carlaw Networks and Continua Intelligence corporate background.

2024-08-14 – 16.0 hrs (INV)

Investigated Continua Clean Energy and Impact North Inc.; prepared draft notes for Russo.

2024-08-16 – 13.0 hrs (INV/TRU)

Provided trustee liaison briefing summarizing findings on Iotociti 2.0; highlighted gaps in registry and share records.

2024-08-20 – 17.0 hrs (INV)

Follow-up interviews; consolidated intel on Perry Kostopoulos and associated network.

2024-08-22 – 15.0 hrs (INV)

Prepared comparative charts of shareholder groups; finalized drafts for trustee package.

2024-08-25 – 16.0 hrs (INV/TRU)

Intel Centre strategy session with Russo; prepared notes challenging multiple individuals' shareholding proof.

2024-08-28 – 12.0 hrs (INV)

Document review of Dropbox link provided by opposition; flagged incomplete filings.

2024-09-03 – 18.0 hrs (INV/LEG/TRU)

Intel Centre support: organized shareholder background files and prepared briefing package for trustee and counsel in advance of Russo's response letter. Logged issues regarding Perry Kostopoulos, Allen Serrecchia, Fred Vallozzi, Sam Guido, Marco Sanchez, and Michele Fronte. Compiled notes highlighting gaps in shareholder proof, including Allen Serrecchia, and linked to supporting documents (ledgers, access credentials, IP garage "Bit Bucket"). Italo attended in person; other Intel Centre members supported via Zoom/telephone.

2024-09-06 – 15.0 hrs (INV)

Prepared expanded documentation package; logged gaps in Dentons files and corporate registry.

2024-09-10 – 14.0 hrs (INV/TRU)

Intel Centre call with Russo – prepared draft for letter to Zucker & Tourgis reiterating demands.

2024-09-15 – 16.0 hrs (INV/REG)

Reviewed opposition responses; tracked non-cooperative shareholders.

2024-09-20 – 15.0 hrs (INV)

Additional interviews with former Iotciti partners to build case of record concealment.

2024-09-25 – 14.0 hrs (INV/TRU)

Prepared trustee notes consolidating August–September findings for upcoming correspondence.

2024-10-03 – 18.0 hrs (LEG/INV/TRU)

Letter to Zucker & Tourgis – reiterated unanswered requests for minute books, share registry, Dentons files. Criticized Dropbox link instead of proper delivery. Demanded Darren Frank's cooperation.

2024-10-05 – 12.0 hrs (INV)

Follow-up review of files; logged deficiencies and flagged next action items.

2024-11-20 – 10.0 hrs (INV/TRU)

Whistleblower came forward with documentation regarding loan between Iotciti Networks and RadioMobile. Began compiling stakeholder/shareholder lists for cross-check.

2024-12-02 – 12.0 hrs (INV)

Interviews with stakeholders tied to U.S. LLCs and spectrum holdings; logged firsthand testimony of Iotciti/RadioMobile relationship.

2024-12-15 – 11.0 hrs (INV/TRU)

Prepared initial trustee summary; circulated to Russo.

2025-01-05 – 12.0 hrs (INV/REG)

Communications with investors (Ed Hickland, Amir Haji). Reviewed California litigation history (\$1.43M dispute).

2025-01-20 – 9.0 hrs (INV/TRU)

Intel Centre introduced Jim Moore to trustee; noted M&A discussions and his concerns as victim of Darren Frank.

2025-02-10 – 12.0 hrs (INV/TRU)

Intel Centre support: organized whistleblower materials and integrated them into a documentation package for trustee's San Diego counsel. Prepared briefing notes and logged items for trustee discussion. Italo attended in person; other team members supported via Zoom/telephone.

2025-03-06 – 15.0 hrs (INV)

Deep dive into RF Industries and RadioMobile; re-interviewed witnesses to cross-reference corporate history.

2025-03-20 – 11.0 hrs (INV/TRU)

Intel Centre assistance: reviewed RF Industries interviews and background checks; prepared summary notes for trustee and counsel reference. Coordination handled with Italo in person and others remotely.

2025-04-15 – 9.0 hrs (INV/LEG/TRU)

Intel Centre support: attended settlement discussion session (Russo, Lipman, and U.S. counsel led). Logged draft settlement terms and linked them to prior investigative materials for trustee's file. Italo in person; others joined remotely.

2025-05-06 – 12.0 hrs (LEG/TRU)

Intel Centre prepared rebuttal to Sheppard Mullin's May 1 letter; shared trustee's settlement framework.

2025-05-21 – 11.0 hrs (INV/DOC)

Prepared RadioMobile Update for Russo and Lipman: company profile, contracts, financials, and Sourcewell procurement data.

2025-06-07 – 6.0 hrs (TRU/LEG)

Intel Centre assistance: documented trustee/counsel's draft settlement in principle (\$1.6M USD installments). Compiled related background evidence for record. Italo coordinated in person; remote team supported via call.

2025-06-30 – 4.5 hrs (TRU/LEG)

Intel Centre support: prepared supporting documentation and logged execution notes when settlement was finalized and approved by RadioMobile and Moores.

Hours Summary (Apr 5 2024 – Jun 30 2025)

- INV (Investigative Work): 1002.50 hrs
- DOC (Document Management): 60.17 hrs
- REG (Regulatory Liaison/Support): 65.33 hrs
- LEG (Legal Coordination): 26.25 hrs
- TRU (Trustee Liaison): 382.75 hrs
- Total: 1537.00 hrs

Total Hours for this period 1537

Intel Centre- Supporting Court Approved Trustee

Date Range: July 1 2025- October 8 2025

July 1, 2025 – October 8, 2025

2025-07-03 – 3.0 hrs (TRU/REG)

Intel Centre assistance: tracked trustee confirmation of \$600K first payment; logged banking details and filed correspondence notes into regulatory/trustee support records.

2025-07-24 – 2.25 hrs (TRU/LEG)

Intel Centre support: attended court hearing before Justice Dietrich where Third Report validated the settlement, Receiver's activities/disbursements, and City of Vaughan release. Prepared hearing notes and archived supporting documentation for trustee. Italo present in person; team members via Zoom.

Hours Summary (Apr 5, 2024 – Oct 8, 2025)

- TRU (Trustee Liaison): 5.25 hrs
- Total: 5.25 hrs

Total Hours for this period 5.25

Hours Summary (May 2023 – Jul 2025)

- **Hours Summary (May 1, 2023 – Apr 4, 2024) Total 1177.7 hrs**
 - **Hours Summary (Apr 5, 2024 – Jun 30,2025) Total: 1537.00 hrs**
 - **Hours Summary (Apr 5, 2024 – Oct 8, 2025) Total: 5.25 hrs**
 - **Total: 2719.95 hrs**
-

**INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF**

Applicants

**IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI**

-and-

Respondents

Court File No. Court File No. CV-24-00712995-00CL

**ONTARIO
SUPERIOR COURT OF
JUSTICE
COMMERCIAL LIST**
Proceedings commenced at
TORONTO

AFFIDAVIT

RUSSO CORP
Licensed Insolvency Trustee
78 Wellington Street East
Aurora, Ontario
L4G 1H8
Tel: (416) 723-5232

Joanne Russo, LIT, President
Email: russo@russocanhelp.com

Investigatory and Possessory Receiver

Jakob Affidavit

Appendix "M"

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF

Applicants

- and -

IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI

Respondents

AFFIDAVIT OF JAKOB BOGACKI

I, **Jakob Bogacki**, of the City of Vaughan, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a lawyer with the law firm of Spetter Zeitz Klaiman PC (“**SZK**”), lawyers for the Applicants and, on a limited basis, for Russo Corp. (the “**Receiver**”) in its capacity as receiver appointed, without security, over all property, assets and undertakings of the Respondent, Ioticiti Networks Inc., and as such have knowledge of the matters to which I hereinafter depose. I verily believe to be true all matters that I depose to which I do not have first-hand knowledge of based on my review of the file.

2. Attached hereto as **Exhibit “A”** is a copy of the Cost Outline of SZK pertaining to its fees and disbursements as counsel for the Applicants, incurred up to and including the date of the Order appointing Russo Corp. as Receiver, being April 4, 2024. The total costs (including HST) amount to \$81,578.40 and the substantial indemnity costs (including HST) amount to \$73,600.48.

3. Now produced and shown to me are true copies of the following accounts issued by SZK for the period of September 26, 2023, to October 9, 2025:

- a) an account issued by SZK for the period of September 26, 2023, to January 15, 2024, attached hereto as **Exhibit “B”**;
- b) an account issued by SZK for the period of January 16, 2024, to April 15, 2024, attached hereto as **Exhibit “C”**;
- c) an account issued by SZK for the period of May 7, 2024, to December 3, 2024, attached hereto as **Exhibit “D”**;
- d) an account issued by SZK for the period of January 20, 2025, to May 29, 2025, attached hereto as **Exhibit “E”**;
- e) an account issued by SZK for the period of June 2, 2025, to August 18, 2025, attached hereto as **Exhibit “F”**;
- f) an account issued by SZK for the period of August 20, 2025, to October 8, 2025, attached hereto as **Exhibit “G”**; and
- g) an account issued by SZK for the period of October 9, 2025, attached hereto as **Exhibit “H”**.

4. I am advised by the lawyers who docketed time on this matter and believe that the docketed reflect the services provided by SZK in this matter and the fees and disbursements claimed by it.

5. I submit that the hourly rates charged are reasonable and comparable with other law firms within the City of Toronto of equivalent competence and expertise in the bankruptcy area.

SWORN BEFORE ME by video
teleconference at the City of Toronto, in the
Province of Ontario on the 10th day of
October, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration
Remotely

Cora Madden

CORA MADDEN
LSO No. 86256C

Jakob Bogacki

JAKOB BOGACKI

This is **Exhibit "A"** referred to
in the Affidavit of Jakob Bogacki
Sworn before me this 10th
Day of October, 2025

Cora Madden

A commissioner for taking Affidavits Virtually
Commissioned by Cora Madden
LSO # 86256C, in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF**

Applicants

- and -

**IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI**

Respondents

COSTS OUTLINE

INTEL CENTERS INC. and ITALO SABATO and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF provide the following outline of the submissions to be made at the hearing in support of the costs the party will seek if successful:

SUBSTANTIAL INDEMNITY		FULL INDEMNITY	
Fees as detailed below:	\$63,540.90	Fees as detailed below:	\$70,601.00
HST on Fees:	\$8,260.31	HST on Fees:	\$9,178.13
Disbursements (as detailed in the attached appendix):	\$1,799.27	Disbursements (as detailed in the attached appendix):	\$1,799.27
SUBSTANTIAL INDEMNITY	\$73,600.48	FULL INDEMNITY	\$81,578.40

NAME OF LAWYER	CALLED TO THE BAR	RATE
Ian Klaiman (IJK)	2010	\$500.00/hour
Allan Lipman (ALL)	1975	\$630.00/hour
James Quigley (JSQ)	2000	\$400.00/hour
Mathew Kersten (MAK)	2014	\$450.00/hour

FEE ITEMS	PERSON	HOURS	SUBSTANTIAL INDEMNITY RATE*	ACTUAL RATE
Correspondence <ul style="list-style-type: none"> • Emails, phone calls, and meetings with clients. • Communication with court. • Communication with counsel re case conference, consent timetable, exchange of materials, draft Order of Receivership Application, and other matters. 	IJK	25.4	\$11,430.00	\$12,700.00
	ALL	12.7	\$7,200.90	\$8,001.00
Receivership Application Record Materials <ul style="list-style-type: none"> • Reviewing file documentation and all material related to the Respondent company at issue. • Drafting of application material including Notice of Application, affidavits of individual clients. • Review application material including affidavits with clients. • Attend to service of materials. Case Conference <ul style="list-style-type: none"> • Preparation and attendance at case conference Court Scheduling <ul style="list-style-type: none"> • Preparation and attendance at hearing before Justice Black to ensure April 4, 2024, hearing date is scheduled. 	IJK	34.9	\$15,705.00	\$17,450.00
	ALL	24.5	\$13,891.50	\$15,435.00
	MAK	11.7	\$4,738.50	\$5,265.00
	JSQ	10	\$3,600.00	\$4,000.00

Factum and Order <ul style="list-style-type: none"> • Draft Factum for receivership application. • Draft blackline Receivership Order. • Revise draft blackline Receivership Order based on proposed edits from clients. 	IJK	12.5	\$5,625.00	\$6,250.00
Application Hearing <ul style="list-style-type: none"> • Prepare for and attend hearing for receivership application. • Edit, revise Draft Order and send to court. 	IJK	3	\$1,350.00	\$1,500.00
	IJK	75.8	\$34,110.00	\$37,900.00
	ALL	37.2	\$21,092.40	\$23,436.00
	MAK	11.7	\$4,738.50	\$5,265.00
	JSQ	10.0	\$3,600.00	\$4,000.00
TOTAL		134.7	\$63,540.90	\$70,601.00

*Specify the rate being charged to the client for each person identified in column 2. If there is a contingency fee arrangement, state the rate that would have been charged absent such arrangement.

LAWYER'S CERTIFICATE

I CERTIFY that the hours claimed have been spent, that the rates shown are correct and that each disbursement has been incurred as claimed.

Date: October 10, 2025



JAKOB BOGACKI

SCHEDULE "A"

DISBURSEMENTS

TAXABLE DISBURSEMENTS:

Corporate Profile Reports	\$109.55
Updated Corporate Profile Report	\$51.55
Subsearch of Title	\$37.95
Go Legal Services Inv 41799 - Service of Statement of Claim	\$72.00
Go Legal Services Inv 41821- Attempted service of the Motion Record	\$250.00
Action Process Serving Ltd. - Inv 284475	\$195.41
Action Process Serving Ltd. - Inv 279566	\$284.03
Action Process Serving Ltd. - Inv 284128	\$110.57
Action Process Serving Ltd. - Inv 284474	\$173.25

TOTAL TAXABLE DISBURSEMENTS:	\$1,284.31
H.S.T. (13%):	<u>\$ 166.96</u>
TOTAL TAXABLE DISBURSEMENTS:	\$1,451.27

NON-TAXABLE DISBURSEMENTS:

Go Legal Services Inv 41799 - Service of Statement of Claim-dsb	\$9.00
Minister of Finance - File Motion Record	\$339.00

TOTAL DISBURSEMENTS & H.S.T.:	<u>\$1,799.27</u>
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INTEL CENTERS INC. et al.
Applicants

-and-

IOTICITI NETWORKS INC. et al.
Respondents

Court File No.: CV-24-00712995-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

COSTS OUTLINE

SPEETTER ZEITZ KLAIMAN PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5
Tel: 416-789-0652

IAN KLAIMAN
LSO No. 58955G
Email: iklaiman@lzwlaw.com

Lawyers for the Applicants

This is **Exhibit "B"** referred to
in the Affidavit of Jakob Bogacki
Sworn before me this 10th
Day of October, 2025

Cora Madden

A commissioner for taking Affidavits Virtually
Commissioned by Cora Madden
LSO # 86256C, in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely



INVOICE

Russo Corp
78 Wellington Street East
Aurora, Ontario L4G 1H8

Invoice Date: January 15, 2024
Invoice No.: 90762
Billing Through: January 15, 2024
Matter: 69965

RE: Iotociti

Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2023-09-26	For professional services rendered including; attending to initial communications and telephone conversations relating to matter; attending to correspondence with R. Piehler;	ALL	4.00
2023-10-02	attending to correspondence with L. Gold	ALL	1.50
2023-10-10	call with A. Lipman, L. Gold and J. Russo; email to R. Piehler	IJK	0.50
2023-10-10	attending to conference call	ALL	0.50
2023-10-13	attending to receipt and review of documentation and material;	ALL	3.00
2023-10-20	review file documentation	IJK	2.10
2023-10-21	attending to reviewing material	ALL	2.10
2023-10-23	email from L. Gold	IJK	0.10
2023-10-26	call with L. Gold, A. Lipman and J. Russo; email from L. Gold	IJK	0.80
2023-10-26	conference call	ALL	0.80
2023-10-27	emails from L. Gold	IJK	0.40
2023-11-01	review matter and status	ALL	2.00
2023-11-09	review file documentation; draft affidavit	IJK	2.70
2023-11-10	review, discussion of matter and material	ALL	2.80
2023-11-17	Review file and prepare for meeting; meeting with I. Sabato, S. Zacchigna, J. Russo, A. Lipman and L. Gold; obtain and review corporation searches	IJK	3.60
2023-11-18	emails with L. Gold	IJK	0.20
2023-11-18	attending to reviewing material	ALL	2.00
2023-11-19	email to I. Sabato, S. Zacchigna; email to R. Piehler	IJK	0.70
2023-11-20	emails with R. Piehler; emails with I. Sabato; call to I. Sabato	IJK	0.40
2023-11-21	call with R. Piehler	IJK	0.20
2023-11-21	attending to emails and correspondence	ALL	1.50
2023-11-22	call to I. Sabato	IJK	0.20

2023-11-28	email to I. Sabato	IJK	0.10
2023-11-29	call from I. Sabato; email from B. Oneill	IJK	0.30
2023-11-30	emails with R. Piehler	IJK	0.10
2023-12-01	email from B. O'Neill; call with R. Piehler	IJK	0.70
2023-12-02	review email and attachments from B. O'Neill	IJK	0.40
2023-12-06	draft motion material	IJK	5.30
2023-12-06	attending to reviewing drafts and commenting thereon	ALL	1.70
2023-12-07	emails with L. Gold	IJK	0.20
2023-12-08	email from L. Gold	IJK	0.10
2023-12-11	continue drafting affidavit of I. Sabato; email from R. Piehler	IJK	1.80
2023-12-12	continue to draft affidavit of I. Sabato; emails with R. Piehler	IJK	3.50
2023-12-13	attending to reviewing material and comments	ALL	2.00
2023-12-14	continue drafting and editing application material; email to I. Sabato	IJK	4.80
2023-12-15	review document and commenting	ALL	1.50
2023-12-17	zoom meeting with I. Sabato and B. O'Neil; emails from B. O'Neil	IJK	1.30
2023-12-17	attending to reviewing file and material	ALL	1.30
2023-12-18	edit draft affidavit of I. Sabato; email to I. Sabato	IJK	0.50
2023-12-19	draft affidavit of S. Zacchigna; review relevant file information; email to S. Zacchigna and I. Sabato	IJK	5.00
2023-12-19	Reviewing affidavits and client documents; draft Notice of Application seeking investigative receiver and oppression remedy;	MAK	3.70
2023-12-20	Continuing drafting of and revisions to Notice of Application;	MAK	6.50
2023-12-20	review and edit Notice of Application; emails to S. Zacchigna and I. Sabato; call from I. Sabato; meeting with I. Sabato and S. Zacchigna to review affidavit	IJK	2.40
2023-12-21	Continuing to revise Notice of Application;	MAK	1.50
2023-12-21	Further edit and revise draft affidavits; edit and revise draft Notice of Application; consider jurisdictional issues; email to I. Sabato and S. Zacchigna; email from I. Sabato	IJK	2.90
2023-12-22	emails with R. Piehler	IJK	0.10
2023-12-23	attending to reviewing matter	ALL	1.60
2023-12-27	email to S. Zacchigna and I. Sabato; emails with I. Sabato; call from I. Sabato	IJK	0.30
2023-12-28	conference call with clients; email from H. Skaade	IJK	0.60
2023-12-29	attending to reviewing matter	ALL	2.00
2024-01-03	dictate letter to commercial list	IJK	0.10
2024-01-03	review matter and status	ALL	2.00
2024-01-04	edit letter to Commercial List; email from I. Sabato; email from commercial list	IJK	0.30
2024-01-05	email from commercial list; final edits to draft Notice of Application; email to S. Zacchigna and I. Sabato; email to R. Piehler	IJK	0.80

2024-01-08	email from R. Piehler; review draft affidavit of D. Brown	IJK	0.40
2024-01-09	review file, correspondence with Russo	ALL	2.10
2024-01-09	emails from S. Zacchigna; review various attachments; communications with I. Sabato	IJK	0.30
2024-01-15	texts with I. Sabato	IJK	0.10
	Total		<u>90.40</u>
			\$48,709.00

Summary by Provider

ALL	Allan Lipman	34.40	619.01	21,294.00
IJK	Ian Klaiman	44.30	500.00	22,150.00
MAK	Matthew Kersten	11.70	450.00	5,265.00
		<u>90.40</u>		<u>48,709.00</u>

Total HST on Fees \$6,332.17

Disbursements Taxable

Corporate Profile Report	58.00
Corporate Profile Report	51.55
Updated Corporate Profile Report	51.55
Total	<u>\$161.10</u>

Total HST on Disbursements \$20.94

Total Fees and Disbursements	\$48,870.10
HST	\$6,353.11
Transferred from Trust	<u>-\$31,702.48</u>
Amount Due on this Invoice	\$23,520.73

Unpaid Balance as of Last Invoice \$0.00

SPETTER ZEITZ KLAIMAN PC



Allan Lipman

Total HST: \$6,353.11
HST No.: 720773514

Payment of this account is due on receipt.

CC:
Pacitto, Antonio
Zacchigna, Silvano



NOTE: This account bears interest from one month after delivery in accordance with the rate prescribed by Section 128 of the Courts of Justice Act.

Trust Statement

Date	Description	Disbursements	Receipts
2023-10-10	Boghosian+Allen LLP Trust proceeds-cheque # 001614		50,000.00
2023-11-14	Lawrence Gold Appraisers payment of invoice 2203 (50%)	8,475.00	
2024-01-15	Russo Corp Insolvency Trustee Inv.42594	9,822.52	
2024-01-15	Spetter Zeitz Klaiman PC Transfer to pay invoice # 90762	31,702.48	
	Total	\$50,000.00	\$50,000.00
	Trust Balance		\$0.00

This is **Exhibit "C"** referred to
in the Affidavit of Jakob Bogacki
Sworn before me this 10th
Day of October, 2025

Cora Madden

A commissioner for taking Affidavits Virtually
Commissioned by Cora Madden
LSO # 86256C, in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely



INVOICE

Russo Corp
78 Wellington Street East
Aurora, Ontario L4G 1H8

Invoice Date: April 23, 2024
Invoice No.: 91660
Billing Through: April 23, 2024
Matter: 69965

RE: Ioticiti

Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2024-01-16	emails with R. Peihler	IJK	0.10
2024-01-22	letter to respondents; emails with I. Sabato	IJK	0.20
2024-02-01	email to R. Piehler	IJK	0.20
2024-02-01	Receipt of instructions from Ian Klaiman to prepare investigative receiver notice of motion and details of file to assist with preparation;	JSQ	0.30
2024-02-02	draft Aide Memoire; calls with I. Sabato; edit and revise affidavits of I. Sabato and S. Zacchigna; emails with R. Piehler; call to R. Piehler	IJK	1.90
2024-02-02	Prepare Notice of Motion for investigative receiver;	JSQ	1.60
2024-02-03	emails with J. Cockbill re: expert opinion on BCCA investigatory receivership law; review edited draft affidavit of D. Brown; email to R. Piehler	IJK	0.60
2024-02-03	attending to discussion of matter and review of documents, course of action	ALL	0.80
2024-02-05	Conducted title search of 195 Kreighoff Avenue in Unionville and reported;	JSQ	0.40
2024-02-05	emails with I. Sabato; prepare for and attend on case conference; edit and revise draft affidavit of I. Sabato; all with I. Sabato; email from R. Piehler; emails from B. O'Neill	IJK	1.30
2024-02-06	call with J. Cockbill re: expert opinion	IJK	0.40
2024-02-06	attending to discussion of matter, review of material and status	ALL	0.80
2024-02-07	meeting with I. Sabato	IJK	0.40
2024-02-13	email to S. Zacchigna	IJK	0.10
2024-02-15	email from S. Zacchigna	IJK	0.20
2024-02-17	review email and attachments from S. Zacchigna with comments on draft affidavit; edit and revise draft affidavit; email to S. Zacchigna	IJK	1.20
2024-02-18	attending to review and comment on materials	ALL	0.40
2024-02-19	emails with S. Zacchigna; further edits to draft affidavit; edits to Notice of Motion; email to R. Peihler	IJK	0.70
2024-02-20	Receipt and review of affidavit of Silvano Zacchigna in order to meet with him to commission affidavit;	JSQ	0.20

2024-02-21	Zoom meeting with Silvano Zacchigna to discuss, review and commission his affidavit for pending receivership motion;	JSQ	0.50
2024-02-21	Review and edits to Notice of Motion and Affidavit;	JSQ	1.30
2024-02-22	emails with A. Flesias	IJK	0.20
2024-02-22	Review of motion record in final form and approve;	JSQ	0.30
2024-02-22	Review of updated corporate profile report to determine if new addresses for directors are listed or other changes;	JSQ	0.10
2024-02-22	Multiple email exchanges with Alex Flesias regarding his new retainer for Lou Gallucci and that he will accept service of the motion record;	JSQ	0.30
2024-02-22	Receipt of update of service attempts in B.C.;	JSQ	0.10
2024-02-22	attending to review and comment on Notice of Motion	ALL	0.30
2024-02-23	Email to Anissimova, Alsou (MAG) requesting Zoom details for Feb 26 hearing before Osborne J.;	JSQ	0.10
2024-02-23	Email exchange with Alex Flesias confirming he accepts service of Motion Record on behalf of his client Lou;	JSQ	0.20
2024-02-23	call from A. Flesias; instructions re: service of motion material	IJK	0.50
2024-02-23	Receipt and review of Affidavit of Service of lociti corp at Dentons B.C.;	JSQ	0.20
2024-02-23	Receipt and review of 2 emails from Fairhurst, Sean confirming he sent the Motion Record (in two volumes) to Ronald and Darren Frank and confirming their email addresses;	JSQ	0.20
2024-02-23	Review Notice of Application and Motion Record to prepare for Feb 26 case conference;	JSQ	0.40
2024-02-23	Search motion docs on Dentons lawyers via email; Prepare Affidavit of Service for Lou Gallucci; Follow up on BC service; Follow up on Darren Frank Markham service; Review Affidavit of Attempted Service for Darren Frank; Emails to Alex Flesias regarding Zoom details for Case Conference; Prepare Aide Memoire for Feb 26 2024 court attendance; Serve and arrange filing of Aide Memoire;	JSQ	2.30
2024-02-24	attending to review of affidavit and comment	ALL	0.30
2024-02-25	Email exchange with Symon Zucker re he has been retained and to provide him with Case Conference Zoom details;	JSQ	0.20
2024-02-25	Telephone call with Symon Zucker to discuss February 26 case conference;	JSQ	0.20
2024-02-25	emails from S. Zucker; call with S. Zucker	IJK	0.20
2024-02-26	Email exchanges with Symon Zucker and Alex Flesias to establish consent timetable;	JSQ	0.30
2024-02-26	Attendance before Justice Black to ensure April 4 hearing date for receivership is on track and will proceed; Receipt and review of Endorsement of Justice Black dated February 26, 2024;	JSQ	0.50
2024-02-26	email to S. Zaccigna and I. Sabato; email from B. O'Neil; email from R. Piehler	IJK	0.30
2024-02-28	Receipt and review of Notice of Appearance for lociti and Franks;	JSQ	0.20
2024-02-29	Email to Alex Flesias requesting Notice of Appearance;	JSQ	0.10
2024-02-29	email from Hans	IJK	0.20
2024-03-04	meeting with I. Sabato	IJK	0.10

2024-03-05	call with R. Piehler	IJK	0.20
2024-03-06	call from A. Flesias	IJK	0.10
2024-03-08	email from B. O'Neill	IJK	0.20
2024-03-11	emails with R. Piehler; email from B. O'Neill	IJK	0.10
2024-03-12	emails with I. Sabato	IJK	0.10
2024-03-13	call with J. Russo	IJK	0.10
2024-03-14	emails with A. Flesias; email to S. Zacchigna and I. Sabato; call from I. Sabato	IJK	0.20
2024-03-20	email to I. Sabato; call from I. Sabato	IJK	0.10
2024-03-25	meeting with A. Lipman and J. Russo (Teams); email from I. Sabato	IJK	0.20
2024-03-25	attending to teams meeting	ALL	0.20
2024-03-30	begin drafting factum	IJK	4.10
2024-03-31	continue drafting and editing factum; conducting legal research and obtain relevant authorities on test to appoint investigatory receiver	IJK	3.90
2024-04-01	continue drafting and editing factum; draft blacklined receivership order; call with R. Peihler	IJK	4.50
2024-04-02	email to R. Piehler; edit and revise factum; emails with R. Piehler; email to S. Zacchigna and I. Sabato	IJK	0.80
2024-04-03	call from I. Sabato; email from A. Flesias; call with A. Flesias; further edit and revise draft orders; email to J. Russo; email to N. Tourgis, S. Zucker and A. Flesias; emails with J. Russo; call from S. Zucker; email to S. Zucker and N. Tourgis; prepare for motion; email from A. Flesias; email from S. Zucker; receipt and review proposed edits to draft order; email to S. Zacchigna and I. Sabato re: proposed changes to draft order, with advise and recommendations	IJK	3.50
2024-04-04	emails from S. Zucker and N. Tourgis; call from N. Tourgis and S. Zucker; calls with I. Sabato; discussions with A. Flesias and S. Zucker regarding draft order; attend on hearing; edit and revise draft order; email to court; email to I. Sabato and S. Zacchigna; call with I. Sabato; emails with R. Piehler; emails with J. Russo; receipt and review of endorsement and order of Justice Wilton-Siegel; emails with J. Russo; email to I. Sabato and S. Zacchigna; email to R. Piehler	IJK	4.60
2024-04-05	attending to reviewing matter, emails with respect to matter and discussion of matter with J. Russo and providing direction as to action to be taken by J. Russo	ALL	0.90
2024-04-08	emails with J. Russo	IJK	0.10
2024-04-15	emails with Gold	ALL	0.30
	Total		<u>45.60</u>
			\$22,320.00

Summary by Provider

ALL	Allan Lipman	4.00	630.00	2,520.00
IJK	Ian Klaiman	31.60	500.00	15,800.00
JSQ	James Quigley	<u>10.00</u>	400.00	<u>4,000.00</u>
		45.60		22,320.00

Total HST on Fees \$2,901.60

Disbursements Taxable

Subsearch of Title	37.95
Go Legal Services Inv 41799-Service of Statement of Claim	72.00
Go Legal Services Inv 41821- Attempted service of the Motion Record	250.00
Action Process Serving Ltd.-Inv 284475	195.41
Payment of Invoice 279566	284.03
Payment of Invoice 284128	110.57
Payment of Invoice # 284474	173.25
Total	<u>\$1,123.21</u>

Total HST on Disbursements \$146.02

Disbursements Non-Taxable

Go Legal Services Inv 41799-Service of Statement of Claim-dsb	9.00
Minister of Finance-File Motion Record	339.00
Total	<u>\$348.00</u>

Total Fees and Disbursements	\$23,791.21
HST	\$3,047.62
Transferred from Trust	-\$1,479.27
Total Fees, Disbursements & Taxes	\$25,359.56

Unpaid Balance as of Last Invoice \$0.00

SPETTER ZEITZ KLAIMAN PC



Allan Lipman

Total HST: \$3,047.62
HST No.: 720773514

Payment of this account is due on receipt.

CC:
Pacitto, Antonio
Zacchigna, Silvano



NOTE: This account bears interest from one month after delivery in accordance with the rate prescribed by Section 128 of the Courts of Justice Act.

Trust Statement

Date	Description	Disbursements	Receipts
2024-03-05	Silvano Zacchigna Trust Proceeds - Cheque #071		12,500.00
2024-03-05	Tony Pacitto/Tanya Pacitto Proceeds - Cheque #300		12,500.00
2024-03-08	Spetter Zeitz Klaiman PC transfer from trust for payment on account	23,520.73	
2024-04-23	Spetter Zeitz Klaiman PC Transfer to pay invoice # 91660	1,479.27	
	Total	<u>25,000.00</u>	<u>25,000.00</u>
	Trust Balance		\$0.00

This is **Exhibit "D"** referred to
in the Affidavit of Jakob Bogacki
Sworn before me this 10th
Day of October, 2025

Cora Madden

A commissioner for taking Affidavits Virtually
Commissioned by Cora Madden
LSO # 86256C, in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely



INVOICE

Russo Corp
78 Wellington Street East
Aurora, Ontario L4G 1H8

Invoice Date: December 9, 2024
Invoice No.: 94229
Billing Through: December 9, 2024
Matter: 69965

RE: Ioticiti

Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2024-05-07	review investigative receiver's report	IJK	0.40
2024-06-06	emails with J. Russo	IJK	0.20
2024-06-07	emails with J. Russo	IJK	0.20
2024-09-04	emails from B. O'Neill; emails from J. Russo	IJK	0.30
2024-09-05	emails with A. Longo; emails with S. Bieber; email from B. O'Neill	IJK	0.50
2024-09-09	email from J. Howell	IJK	0.10
2024-09-10	email from A. Longo; email to I. Sabato and S. Zacchigna; call from I. Sabato	IJK	0.60
2024-09-11	emails with J. Russo	IJK	0.20
2024-09-11	emails from J. Russo	IJK	0.10
2024-09-12	emails with I. Sabato; email from B. O'Neill; phone conference with J. Russo and A. Lipman	IJK	0.40
2024-09-18	emails with J. Russo	IJK	0.10
2024-09-19	emails with J. Russo; emails with I. Sabato and S. Zacchigna	IJK	0.20
2024-09-22	emails from J. Russo	IJK	0.10
2024-09-25	emails with J. Russo; email to I. Sabato; emails from S. Bieber and	IJK	0.30
2024-09-26	email to I. Sabato, J. Russo and A. Lipman; emails with J. Russo; emails from S. Bieber and J. Howell; review and comment on draft order; email from B. O'Neill	IJK	1.20
2024-09-30	zoom meeting with J. Russo and A. Lipman	IJK	0.40
2024-10-29	email from R. Piehler	IJK	0.10
2024-10-30	email to R. Piehler	IJK	0.10
2024-11-01	call with R. Piehler	IJK	0.40
2024-11-21	email from J. Russo	IJK	0.10
2024-12-03	emails with J. Russo; call with J. Russo; email from J. Russo	IJK	0.30
	Total		6.30
			\$2,550.00

Summary by Provider

IJK	Ian Klaiman	1.20	0.00	0.00
IJK	Ian Klaiman	<u>5.10</u>	500.00	<u>2,550.00</u>
		6.30		2,550.00

Total HST on Fees \$331.50

Total Fees and Disbursements	\$2,550.00
HST	\$331.50
Transferred from Trust	<u>\$0.00</u>
Total Fees, Disbursements & Taxes	\$2,881.50

Unpaid Balance as of Last Invoice \$359.56

SPETTER ZEITZ KLAIMAN PC



Allan Lipman

Total HST: \$331.50
 HST No.: 720773514

Payment of this account is due on receipt.

CC:
 Pacitto, Antonio
 Zacchigna, Silvano



NOTE: This account bears interest from one month after delivery in accordance with the rate prescribed by Section 128 of the Courts of Justice Act.

Trust Statement

Date	Description	Disbursements	Receipts
2024-05-21	Silvano Zacchigna Trust proceeds - cheque# 073		5,000.00
2024-05-21	Tony Pacitto Trust proceeds - cheque# 308		5,000.00
2024-06-03	Spetter Zeitz Klaiman PC transfer from trust for payment on account	10,000.00	
	Total	\$10,000.00	\$10,000.00
	Trust Balance		\$0.00

This is **Exhibit “E”** referred to
in the Affidavit of Jakob Bogacki
Sworn before me this 10th
Day of October, 2025

Cora Madden

A commissioner for taking Affidavits Virtually
Commissioned by Cora Madden
LSO # 86256C, in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely



INVOICE

Russo Corp
78 Wellington Street East
Aurora, Ontario L4G 1H8

Invoice Date: June 10, 2025
Invoice No.: 96728
Billing Through: June 10, 2025
Matter: 71598

Attention: Joanne Russo

RE: Radio Mobile

Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2025-01-20	review and consider email from US counsel and receiver's powers under Justice Wilton-Siegel's order to settle claim	IJK	0.40
2025-01-20	attending to reviewing Receiver's Order to settle claim	ALL	0.30
2025-01-20	attending to conference call	ALL	0.80
2025-01-21	attending to emails	ALL	0.20
2025-01-21	emails with J. Russo	IJK	0.10
2025-01-22	attending to meetings	ALL	0.50
2025-01-22	review relevant file information and applicable provisions in receivership order; consider litigation strategy re: US negotiations and potential settlement; attend on meeting with J. Russo and A. Lipman; attend on further meeting with J. Russo, A. Lipman, R. Piehler, B. O'Neill	IJK	1.50
2025-04-16	attending to initial communications with Russo regarding matter	ALL	0.90
2025-04-16	attending to preparation and drafting of letter to Radio Mobile attending to providing to Russo for review attending to emails with Russo	ALL	1.10
2025-04-22	attending to letter to Sheppard Mullen	ALL	0.40
2025-05-01	attending to receipt and review of letter from Sheppard Mullen attending to preparation and drafting of memo of comments	ALL	0.70
2025-05-12	attending to preparation and drafting of letter to Sheppard Mullen	ALL	0.60
2025-05-20	attending to letter to Sheppard Mullen	ALL	0.40
2025-05-22	attending to letter Russo	ALL	0.50
2025-05-22	attending to letter to Anderson	ALL	0.40
2025-05-23	attending to emails	ALL	0.40
2025-05-23	attending to letter to T. Anderson	ALL	0.50
2025-05-23	attending to emails with Russo	ALL	0.30
2025-05-26	attending to telephone call with Russo attending to review of file	ALL	0.50

2025-05-27	attending to counteroffer from Sheppard Mullen attending to emails with Russo	ALL	0.40
2025-05-28	attending to receipt and review of documents from Brian O'Neill	ALL	0.60
2025-05-28	attending to emails	ALL	0.30
2025-05-29	attending to letter to Anderson re: offer rejection	ALL	0.40
	Total		12.20
			\$8,140.00

Summary by Provider

ALL	Allan Lipman	10.20	700.00	7,140.00
IJK	Ian Klaiman	2.00	500.00	1,000.00
		12.20		8,140.00
	Total HST on Fees			\$1,058.20

Total Fees and Disbursements	\$8,140.00
HST	\$1,058.20
Transferred from Trust	\$0.00
Total Fees, Disbursements & Taxes	\$9,198.20

Unpaid Balance as of Last Invoice \$0.00

SPETTER ZEITZ KLAIMAN PC



Allan Lipman

Total HST: \$1,058.20
HST No.: 720773514

Payment of this account is due on receipt.



NOTE: This account bears interest from one month after delivery in accordance with the rate prescribed by Section 128 of the Courts of Justice Act.

This is **Exhibit "F"** referred to
in the Affidavit of Jakob Bogacki
Sworn before me this 10th
Day of October, 2025

Cora Madden

A commissioner for taking Affidavits Virtually
Commissioned by Cora Madden
LSO # 86256C, in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely



INVOICE

Russo Corp
78 Wellington Street East
Aurora, Ontario L4G 1H8

Invoice Date: August 18, 2025
Invoice No.: 97768
Billing Through: August 18, 2025
Matter: 71598

Attention: Joanne Russo

RE: Radio Mobile

Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2025-06-02	email with Italo Sabato	ALL	0.20
2025-06-04	attending to email and telephone attendance with J. Russo	ALL	0.40
2025-06-12	attending to telephone attendance and email with Joanne Russo to confirm settlement arrived at	ALL	0.40
2025-06-12	attending to receiving correspondence from Sheppard Mullen including reviewing initial Agreement of Purchase and Sale and information flowing therefrom and related litigation including telephone attendance to negotiate and complete in principal terms of settlement	ALL	2.60
2025-06-13	attending to communicating with Kejartanson with copies of all documentation orders and supporting material in order to assist in completing settlement	ALL	0.50
2025-06-13	attending to letter to Molly Kjartason attending to emails related thereto	ALL	0.60
2025-06-15	attending to reviewing first draft of settlement agreement and providing commentary thereon	ALL	1.40
2025-06-16	attending to letter to Molly Kjartason and attending to emails related thereto	ALL	0.40
2025-06-16	attending to email exchange finalizing terms related to transfer of shares	ALL	0.60
2025-06-17	attending to receiving and reviewing further amended version of settlement agreement commenting thereon	ALL	0.70
2025-06-17	attending to discussing final concerns with Molly Kjartanson and J. Russo and finalizing settlement agreement for presentation to solicitors for Radio Mobile	ALL	0.60
2025-06-19	attending to receiving and reviewing amended settlement agreement containing Radio Mobile's comments and providing response thereto	ALL	0.50
2025-06-24	attending to following up with J. Russo and Molly Kjartanson	ALL	0.30
2025-06-30	attending to telephone and email exchange with all parties and finalize agreement and receiving confirmation of acceptance thereto and that execution copies will be circulated	ALL	0.70

2025-06-30	attending to providing instructions to Jacob and Ian to have settlement agreement receive court approval with all details	ALL	0.70
2025-06-30	attending to receiving further revised agreement from Radio Mobile's solicitors and attending to reviewing and commenting thereon	ALL	0.80
2025-07-01	Review file and Order appointing Russo Corp as investigative receiver	JB	0.60
2025-07-01	Draft Notice of Motion, for motion to court to approve Settlement Agreement between the parties	JB	1.90
2025-07-01	attending to receiving executed copy of agreement and circulating same for final execution	ALL	0.30
2025-07-01	attending to receiving prior reports of the receiver and discussing requirement of an additional report	ALL	0.40
2025-07-01	attending to reviewing draft notice of motion and order and commenting thereon	ALL	0.40
2025-07-01	attending to receiving settlement agreement and circulating same and discussion with J Russo as to requirement of Receiver's report to obtain court approval	ALL	0.40
2025-07-02	attending to telephone attendance with J. Russo to discuss content of 3rd report and possibly 4th report required for approval of settlement with Radio Mobile and with City of Vaughan	ALL	0.50
2025-07-03	attending to receiving, reviewing draft 3rd report and providing comments thereon	ALL	0.80
2025-07-07	attending to amending Receiver's 3rd report	ALL	0.40
2025-07-10	attending to finalizing report and providing same to IJK and JB to rely upon an Application to Approve settlements	ALL	0.30
2025-07-11	attending to communications with Molly Kjartanson indicating requirement to obtain order to avoid case being dismissed on July 24, 2025 and providing instructions to IJK and JB as to urgency	ALL	0.50
2025-07-15	Review Receiver's Reports and make further revisions to the Notice of Motion for motion approving of Settlement Agreement based on information provided in Third Report of the Receiver	JB	1.80
2025-07-15	emails with Molly Kjartanson	IJK	0.20
2025-07-16	Review updated Third Report of the Receiver and implement tracked revisions to same, including addition of disclaimer terms, appendices related to the California litigation, and other changes	JB	1.60
2025-07-16	review and edit motion material for approval of settlement in US action, including receiver's report and notice of motion; email to J. Russo; further review and edits to draft receiver's report	IJK	2.20
2025-07-16	Further revision to the Third Report of the Receiver to include section that our office was engaged on a limited scope basis to assist with negotiating the settlement with Radio Mobile and to seek court approval of same	JB	0.30
2025-07-16	Further revision to Third Report of Receiver based on feedback from Joanne Russo, including review of Radio Mobile's counsel's comments about five year period of the action in California expiring	JB	0.30
2025-07-16	attending to receiving comments from California Counsel on receiver's report and commenting thereon	ALL	0.80
2025-07-17	Draft email to court requesting urgent motion date prior to August 1, 2025, for approval of settlement agreement	JB	0.50

2025-07-17	edit draft email to commercial list to schedule urgent hearing; email to J. Russo; further emails with J. Russo	IJK	0.30
2025-07-17	Clean up the redline Third Report of Receiver, make further slight revisions, and send report to Receiver to have the appendices appended and the report completed	JB	0.60
2025-07-17	Revise Notice of Motion of Receiver to add clarity and reflect revisions made to Receiver's Third Report	JB	1.10
2025-07-17	Draft Factum for motion for court approval of settlement between Receiver and RadioMobile	JB	0.80
2025-07-17	attending to receiving and reviewing final version of 3rd report with appendices	ALL	0.60
2025-07-17	attending to reviewing Factum and providing comments	ALL	0.50
2025-07-18	Draft factum for motion for approval of settlement agreement and receiver's disbursements	JB	2.70
2025-07-18	Amend Receiver's Third Report to include section about appointment order, to ensure the order is attached to the Report	JB	0.40
2025-07-18	Draft the Motion Record and Draft Order for the motion for approval of the settlement agreement between Receiver and RadioMobile	JB	0.60
2025-07-18	Revisions to draft Order, Notice of Motion, and Motion Record, and compile the Motion Record	JB	1.10
2025-07-18	Serve Motion Record on a stakeholder as per service list, review Affidavit of Service and prepare Lawyer's Certificate of Service, and file the Motion Record, service documents, and draft Order with the court	JB	1.10
2025-07-18	edit and revise factum for court approval of US settlement; emails with J. Russo	IJK	3.40
2025-07-18	attending to reviewing all final documents and providing comments	ALL	0.80
2025-07-21	Drafting of factum for motion to approve settlement agreement, including additional section regarding entering into Mutual Release with City of Vaughan, and finalize factum	JB	1.00
2025-07-21	email from S. Zucker	IJK	0.10
2025-07-23	email from A. Flesias; review motion material and prepare for motion	IJK	3.50
2025-07-24	Note Judge's requested changes to Draft Order at motion for approval of settlement agreement, revise the Draft Order accordingly, and send revised Draft Order to court for approval	JB	0.40
2025-07-24	emails with N. Tourgis; emails with J. Russo; call with J. Russo; continue preparing for and attending on motion to approve the settlement; receipt and review order and endorsement of Justice J. Dietrich; email to M. Kjartanson	IJK	1.80
2025-07-29	email from Molly Kjartanson; email from J. Russo	IJK	0.10
2025-08-11	attending to reviewing file in detail and issuing report and final account to J. Russo	ALL	0.40
2025-08-18	attending to reviewing with Russo payments received to date and providing final report and account	ALL	0.50
	Total		47.40
			\$25,820.00

Summary by Provider

ALL	Allan Lipman	19.00	700.00	13,300.00
IJK	Ian Klaiman	11.60	500.00	5,800.00
JB	Jakob Bogacki	16.80	400.00	6,720.00
		47.40		25,820.00
Total HST on Fees				\$3,356.60

Total Fees and Disbursements	\$25,820.00
HST	\$3,356.60
Transferred from Trust	\$0.00
Total Fees, Disbursements & Taxes	\$29,176.60

Unpaid Balance as of Last Invoice \$9,198.20

SPETTER ZEITZ KLAIMAN PC



Allan Lipman

Total HST: \$3,356.60
HST No.: 720773514

Payment of this account is due on receipt.



NOTE: This account bears interest from one month after delivery in accordance with the rate prescribed by Section 128 of the Courts of Justice Act.

This is **Exhibit "G"** referred to
in the Affidavit of Jakob Bogacki
Sworn before me this 10th
Day of October, 2025

Cora Madden

A commissioner for taking Affidavits Virtually
Commissioned by Cora Madden
LSO # 86256C, in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely



INVOICE

Russo Corp
78 Wellington Street East
Aurora, Ontario L4G 1H8

Invoice Date: October 8, 2025
Invoice No.: 98407
Billing Through: October 8, 2025
Matter: 71598

Attention: Joanne Russo

RE: Radio Mobile

Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2025-08-20	attending to reviewing matter with Joanne Russo and discussing need to obtain Order approving settlement	ALL	0.70
2025-08-27	attending to ongoing discussions with counsel re: date for hearing	ALL	0.60
2025-09-12	attending to reviewing with Russo status of receiving payments and discussion re: Court orders required	ALL	0.80
2025-09-18	attending to issuing memo to Jacob with respect to scheduling hearing in commercial court and the dates required	ALL	0.50
2025-09-19	Review options for discontinuing the Ontario action against RadioMobile Inc and for scheduling a hearing in Commercial List to obtain an order for vesting of shares in RadioMobile to the Moores; contact process server to obtain copies of pleadings for Ontario action from court	JB	0.60
2025-09-19	emails with J. Russo	IJK	0.10
2025-09-22	Correspondence with court, draft motion request form, and send request form to court to book motion date for motion for vesting order of shares of Radio Mobile	JB	0.60
2025-09-22	Review Statement of Claim of Metro Connect against Radio Mobile, and Affidavit of Service for that action, to see who the lawyers are for the parties, and communication with Receiver to reach out to the counsel for those parties about the settlement	JB	0.40
2025-09-23	attending to reviewing draft Motion Statement of Claim and determining course of action	ALL	0.90
2025-09-29	attending to providing direction to obtain order approving settlement and discontinuing Ontario action	ALL	0.40
2025-09-30	Correspondence with counsel for Metro Connect in the Ontario action, advising that the Receiver entered into a settlement agreement on behalf of their client and requesting a response from the counsel to ensure the Ontario action is discontinued	JB	0.30
2025-09-30	attending to reviewing and commenting upon fourth report of the Receiver and providing detailed amendments	ALL	1.30

2025-10-01	Consider Receiver's options to discontinue the Ontario action given lack of response from lawyer for Metro Connect; communication with Receiver that the relief will be sought at commercial list motion on October 21	JB	0.30
2025-10-01	Correspondence with counsel for Metro Connect, confirming they do not represent Metro Connect anymore, and counsel for Radio Mobile, requesting confirmation on whether they still represent Radio Mobile	JB	0.40
2025-10-01	Review draft Fourth Report of the Receiver; revise the Fourth Report to reformat and include details about relief sought regarding dismissing Ontario Action and vesting shares in the Moores, and details about correspondence with lawyers in the Ontario action; send revise Fourth Report to Receiver for review	JB	1.80
2025-10-01	review and provide comments on litigation strategy for dismissals of settled actions	IJK	0.30
2025-10-06	Further review of the revised and completed Fourth Report of the Receiver; prepare Notice of Motion and Motion Record for the motion to the court being heard on October 21, 2025, for approval of the relief the Receiver is seeking in her Fourth Report	JB	4.00
2025-10-07	attending to reviewing fourth report and discussion of SRD with Russo Corp.	ALL	1.70
2025-10-08	attending to completing SRD reviewing same	ALL	0.70
2025-10-08	attending to finalizing Application Material and Draft Order	ALL	1.80
	Total		18.20
			\$10,155.00

Summary by Provider

ALL	Allan Lipman	9.40	700.00	6,580.00
IJK	Ian Klaiman	0.10	500.00	50.00
IJK	Ian Klaiman	0.30	550.00	165.00
JB	Jakob Bogacki	8.40	400.00	3,360.00
		18.20		10,155.00

Total HST on Fees \$1,320.15

Disbursements Taxable

Go Legal Services Inc. - INV#44833 - Obtaining Copies of Pleadings from the Court	150.00
Total	\$150.00

Total HST on Disbursements \$19.50

Total Fees and Disbursements	\$10,305.00
HST	\$1,339.65
Transferred from Trust	\$0.00
Total Fees, Disbursements & Taxes	\$11,644.65

Unpaid Balance as of Last Invoice	\$38,374.80
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SPETTER ZEITZ KLAIMAN PC



Allan Lipman

Total HST:	\$1,339.65
HST No.:	720773514

Payment of this account is due on receipt.



NOTE: This account bears interest from one month after delivery in accordance with the rate prescribed by Section 128 of the Courts of Justice Act.

This is **Exhibit "H"** referred to
in the Affidavit of Jakob Bogacki
Sworn before me this 10th
Day of October, 2025

Cora Madden

A commissioner for taking Affidavits Virtually
Commissioned by Cora Madden
LSO # 86256C, in accordance with
O. Reg. 431/20, Administering Oath or Declaration Remotely



INVOICE

Russo Corp
78 Wellington Street East
Aurora, Ontario L4G 1H8

Invoice Date: October 10, 2025
Invoice No.: 98425
Billing Through: October 10, 2025
Matter: 71598

Attention: Joanne Russo

RE: Radio Mobile

Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2025-10-09	Attend phone call with Receiver for discussion regarding drafting of Fourth Report; revisions to Fourth Report of the Receiver to include details of costs and orders sought by the Receiver in relation to entitlement of the Applicants and Receiver under the Appointment Order; draft Factum for motion for, among other things, court approval of the Fourth Report	JB	3.20
2025-10-09	reviewing report and indemnity and fee contributions	ALL	1.80
	Total		5.00
			\$2,540.00

Summary by Provider

ALL	Allan Lipman	1.80	700.00	1,260.00
JB	Jakob Bogacki	3.20	400.00	1,280.00
		5.00		2,540.00

Total HST on Fees \$330.20

Total Fees and Disbursements	\$2,540.00
HST	\$330.20
Transferred from Trust	\$0.00
Total Fees, Disbursements & Taxes	\$2,870.20

Unpaid Balance as of Last Invoice \$50,019.45

SPETTER ZEITZ KLAIMAN PC



Allan Lipman

Total HST: \$330.20
HST No.: 720773514

Payment of this account is due on receipt.



NOTE: This account bears interest from one month after delivery in accordance with the rate prescribed by Section 128 of the Courts of Justice Act.

INTEL CENTERS INC. et al.
Applicants

and

IOTICITI NETWORKS INC. et al.
Respondents

Court File No. CV-24-00712995-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT
OF JAKOB BOGACKI

SPEPPER ZEITZ KLAIMAN PC
Barristers and Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5
Tel: (416) 789-0652

IAN KLAIMAN
LSO No. 58955G
Email: iklaiman@szklaw.ca

Lawyers for the Receiver,
Russo Corp.

Russo Affidavit
Appendix "N"

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF

Applicants

- and -

IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI

Respondents

AFFIDAVIT OF JOANNE RUSSO

I, Joanne Russo, of the Town of Aurora, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Court Appointed Investigatory and Possessory Receiver (in such capacity the “**Receiver**”) over the assets, undertakings and properties of Ioticiti Networks Inc. (the “**Corporation**”) and as such have knowledge of the matters to which I hereinafter depose. I verily believe to be true all matters that I depose to which I do not have first-hand knowledge of based on my review of the file.
2. Now produced and shown to me and marked as **Exhibit “A”** to this my Affidavit is a true copy of our statement of account provided to me by S&W in its capacity as counsel for the Receiver in the USA, incurred fees and disbursements in the amount of \$19,127.24 for the period from May 29, 2025 to September 18, 2025.
3. I submit that I am of the view that the hourly rates charged by S&W are consistent with the rates charged by USA firms practising in the area of commercial litigation and insolvency in the USA market and that the fees charged are reasonable and appropriate in the circumstances.

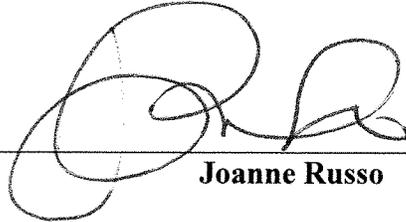
SWORN BEFORE ME in person at the
Town of Aurora, in the Province of Ontario on
this 7th day of October, 2025, in accordance
with O. Reg. 431/20, Administering Oath or
Declaration Remotely



COMMISSIONER OF OATHS

Anna Maria Equizi, a Commissioner, etc.,
Province of Ontario, for Russo Corp.
Expires June 13, 2028

}



Joanne Russo

Joanne Russo

From: Petersen, Khadijah <kpetersen@swlaw.com>
Sent: Thursday, September 18, 2025 3:59 PM
To: Joanne Russo
Subject: Snell and Wilmer Outstanding Receivables | Client 99047
Attachments: 2993187_BL_2993187_99047.pdf; 3002327_BL_3002327_99047.pdf; 3008845_BL_3008845_99047.pdf; 2025 W9.pdf; Fee Payment Instructions (2025).pdf

Hi there,

I hope this message finds you well.

I am reaching out to you today regarding the account's outstanding balance with us. The account has a balance of \$19,127.74 with \$13,656.74 over 60 days past due. I have attached the invoices, a copy of our W9 and our fee payment instructions for reference.

I am not showing we have received payment on this account. Would you please remit payment at your earliest convenience?

Your prompt attention is greatly appreciated.

Thank you!

Khadijah Petersen

Account Manager

O:602.382.6064

kpetersen@swlaw.com

SNELL

& WILMER

swlaw.com | LinkedIn

One East Washington Street | Suite 2700 | Phoenix, AZ 85004-2556

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This email and any attachments may be confidential and protected by legal privilege. If you have received this message in error, please do not disclose the contents to anyone. Please notify the sender by return email and delete this email as well as any attachments from your system.



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602.382.6000
SWLAW.COM

IOTICITI
Joanne Russo, Receiver
78 Wellington Street East
Aurora, ON L4G-1H8
Canada

Bill Number: 2993187
Invoice Date: 07/14/25
Client Code: 99047

US Mail & Email: russo@russocanhelp.com;

INVOICE SUMMARY

Summary of Professional Services Rendered Through: 06/30/25

Matter	File Title	Previous Balance Due	Current Fees	Current Costs	Total
00001	Ioticiti Networks Receiver	0.00	13,614.00	42.74	13,656.74
	Total:	<u>0.00</u>	<u>13,614.00</u>	<u>42.74</u>	<u>13,656.74</u>
	Total Due this Statement:				13,656.74
	Previous Balance:				<u>0.00</u>
	Please Pay This Amount:				<u>13,656.74</u>

Matter: 99047.00001 Ioticiti Networks Receiver
Billing Attorney: Kjartanson, Molly

Professional Services Rendered Through 06/30/25:

Timekeeper		Date	Rate	Hours	Amount
Attorney Services					
C. Solorio	Review and analysis of complaint and docket in preparation of status conference.	05/28/25	660.00	0.40	264.00
M. Kjartanson	Confer with K. Brown regarding status of California action and next steps.	05/28/25	610.00	0.40	244.00
M. Kjartanson	Confer with J. Russo regarding status of case and plan to request a continuance.	05/29/25	610.00	0.30	183.00
K. Brown	Emails with M. Kjartanson re status conference; review documents.	05/29/25	700.00	0.50	350.00
M. Kjartanson	Confer regarding ruling from hearing and next steps.	05/30/25	610.00	0.40	244.00
K. Brown	Prepare for and attend status conference; travel re same; follow-up emails re same.	05/30/25	700.00	3.10	2,170.00
K. Brown	Review and Revise Notice of Appearance; coordinate filing and service of same.	06/02/25	700.00	0.40	280.00
M. Kjartanson	Strategize regarding upcoming hearing.	06/03/25	610.00	0.30	183.00
M. Kjartanson	Confer with J. Russo regarding settlement agreement.	06/04/25	610.00	0.30	183.00
M. Kjartanson	Confer with K. Brown regarding settlement agreement.	06/04/25	610.00	0.20	122.00
K. Brown	Prepare for and conduct strategy call with counsel re next steps; draft attorney notes re same.	06/04/25	700.00	0.30	210.00
M. Kjartanson	Attend client call.	06/06/25	610.00	0.50	305.00
K. Brown	Attention to emails re letter to T. Anderson and settlement.	06/12/25	700.00	0.30	210.00
C. Solorio	Meet with client, M. Kjartanson, and K. Brown to discuss terms of settlement agreement.	06/13/25	660.00	0.30	198.00
M. Kjartanson	Review settlement terms and confer regarding same.	06/13/25	610.00	0.50	305.00
M. Kjartanson	Draft settlement agreement.	06/13/25	610.00	2.30	1,403.00
K. Brown	Attention to emails re settlement agreement; begin review of same.	06/13/25	700.00	0.40	280.00
C. Solorio	Review and analysis of settlement agreement and cited California law.	06/14/25	660.00	0.30	198.00
M. Kjartanson	Revise settlement agreement.	06/14/25	610.00	0.60	366.00
K. Brown	Review settlement agreement.	06/14/25	700.00	0.40	280.00

Costs Advanced Through 06/30/25:

Cost	Description	Date	Rate	Qty	Amount
9010	Filing Fee – Vendor: InfoTrack US, Inc/One Legal; INVOICE#: 16583712; DATE: 6/3/2025	06/03/25			21.37
9010	Filing Fee – Vendor: InfoTrack US, Inc/One Legal; INVOICE#: 16647975; DATE: 6/27/2025	06/27/25			21.37
Total Costs Advanced:					42.74

TIME SUMMARY:

Timekeeper	Hours	Rate	Amount
Attorney Services			
K. Brown	7.30	700.00	5,110.00
A. Davis	0.20	615.00	123.00
M. Kjartanson	11.90	610.00	7,259.00
C. Solorio	1.70	660.00	1,122.00
Total	21.10		13,614.00

COST SUMMARY:

9010	Filing Fee	42.74
TOTAL		42.74

Total Current Fees:	\$13,614.00
Total Current Costs:	\$42.74
Total Due:	\$13,656.74

Trust Balance Remaining: \$2,980.00

THIS STATEMENT MAY NOT INCLUDE CHARGES FOR EXPENSES INCURRED DURING
THE PERIOD COVERED BY THIS BILLING BUT NOT YET RECEIVED BY THIS OFFICE



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602.382.6000
SWLAW.COM

IOTICITI
Joanne Russo, Receiver
78 Wellington Street East
Aurora, ON L4G-1H8
Canada

Bill Number: 3002327
Invoice Date: 08/13/25
Client Code: 99047

US Mail & Email: russo@russocanhelp.com;

INVOICE SUMMARY

Summary of Professional Services Rendered Through: 07/31/25

Matter	File Title	Previous Balance Due	Current Fees	Current Costs	Total
00001	Ioticiti Networks Receiver	13,656.74	4,118.00	0.00	17,774.74
	Total:	<u>13,656.74</u>	<u>4,118.00</u>	<u>0.00</u>	<u>17,774.74</u>
	Total Due this Statement:				4,118.00
	Previous Balance:				13,656.74
	Please Pay This Amount:				<u>17,774.74</u>

Matter: 99047.00001 Ioticity Networks Receiver
Billing Attorney: Kjartanson, Molly

Professional Services Rendered Through 07/31/25:

Timekeeper		Date	Rate	Hours	Amount
Attorney Services					
M. Kjartanson	Confer regarding execution of settlement agreement.	07/01/25	610.00	0.80	488.00
K. Brown	Attention to multiple emails re settlement, court approval, and upcoming status conference in SD.	07/01/25	700.00	0.20	140.00
M. Kjartanson	Confer regarding call to confirm wire instructions.	07/02/25	610.00	0.20	122.00
M. Kjartanson	Confer regarding receipt of initial payment under settlement agreement with RadioMobile's counsel and J. Russo.	07/07/25	610.00	0.40	244.00
K. Brown	Attention to emails re settlement payment.	07/07/25	700.00	0.20	140.00
M. Kjartanson	Confer with RadioMobile's counsel regarding receipt of wire.	07/09/25	610.00	0.20	122.00
M. Kjartanson	Confer with RadioMobile's counsel regarding approval of settlement agreement by Receivership Court.	07/15/25	610.00	0.20	122.00
M. Kjartanson	Confer with J. Russo regarding status of court approval and dismissal of San Diego action.	07/15/25	610.00	0.50	305.00
K. Brown	Attention to emails re settlement payment.	07/17/25	700.00	0.20	140.00
M. Kjartanson	Confer regarding Ontario Court approval and hearing date.	07/18/25	610.00	0.50	305.00
K. Brown	Attention to emails re settlement payment.	07/18/25	700.00	0.20	140.00
M. Kjartanson	Review order approving settlement and confer with RadioMobile's counsel regarding same.	07/24/25	610.00	0.50	305.00
K. Brown	Attention to emails re settlement payment.	07/24/25	700.00	0.20	140.00
M. Kjartanson	Confer with RadioMobile's counsel regarding dismissal of Canadian litigation.	07/25/25	610.00	0.40	244.00
K. Brown	Attention to emails re settlement payment.	07/25/25	700.00	0.20	140.00
M. Kjartanson	Review notice of dismissal.	07/28/25	610.00	0.30	183.00
K. Brown	Attention to emails re settlement and request for dismissal; review same.	07/28/25	700.00	0.30	210.00
M. Kjartanson	Confer with J. Russo regarding dismissal of Ontario action.	07/29/25	610.00	0.50	305.00
K. Brown	Attention to emails re settlement / request for dismissal.	07/29/25	700.00	0.20	140.00
M. Kjartanson	Confer with RadioMobile's counsel regarding dismissal	07/30/25	610.00	0.30	183.00

Timekeeper	Date	Rate	Hours	Amount
of Canadian action.				
		Attorney Services		4,118.00
Total All Services:			6.50	4,118.00

TIME SUMMARY:				
Timekeeper		Hours	Rate	Amount
Attorney Services				
K. Brown		1.70	700.00	1,190.00
M. Kjartanson		4.80	610.00	2,928.00
Total		6.50		4,118.00

Total Current Fees:	\$4,118.00
Total Current Costs:	\$0.00
Total Due:	<u>\$4,118.00</u>

Trust Balance Remaining: \$2,980.00

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THE PERIOD COVERED BY THIS BILLING BUT NOT YET RECEIVED BY THIS OFFICE

SNELL & WILMER

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602.382.6000
SWLAW.COM

IOTICITI
Joanne Russo, Receiver
78 Wellington Street East
Aurora, ON L4G-1H8
Canada

Bill Number: 3002327
Invoice Date: 08/13/25
Client Code: 99047

US Mail & Email: russo@russocanhelp.com;

PLEASE RETURN THIS COPY WITH YOUR PAYMENT

Summary of Professional Services Rendered Through: 07/31/25

Matter	File Title	Previous Balance Due	Current Fees	Current Costs	Total
00001	Ioticiti Networks Receiver	13,656.74	4,118.00	0.00	17,774.74
	Total:	<u>13,656.74</u>	<u>4,118.00</u>	<u>0.00</u>	<u>17,774.74</u>
	Total Due this Statement:				4,118.00
	Previous Balance:				13,656.74
	Please Pay This Amount:				<u>17,774.74</u>

FEDERAL TAX ID NUMBER 86-0089731

Payment is due upon receipt in US dollars. When making payment, please refer to our Client Code above and include the Return copy.

PAYMENT BY CHECK

Mail with Remittance to Address Above

PAYMENT BY CREDIT CARD

www.swlaw.com/payment

PAYMENT BY WIRE TRANSFER

JPMorgan Chase Bank NA
JP Morgan Chase
New York, NY 10017
ABA: 021 000 021
Acct No: 000005979
Int'l: Swift: CHASUS33

PAYMENT BY ACH

ABA: 122100024
Acct No: 000005979
Remittance: Email to ar@swlaw.com



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602.382.6000
SWLAW.COM

IOTICITI
Joanne Russo, Receiver
78 Wellington Street East
Aurora, ON L4G-1H8
Canada

Bill Number: 3008845
Invoice Date: 09/08/25
Client Code: 99047

US Mail & Email: russo@russocanhelp.com;

INVOICE SUMMARY

Summary of Professional Services Rendered Through: 08/31/25

Matter	File Title	Previous Balance Due	Current Fees	Current Costs	Total
00001	Ioticiti Networks Receiver	17,774.74	1,353.00	0.00	19,127.74
	Total:	<u>17,774.74</u>	<u>1,353.00</u>	<u>0.00</u>	<u>19,127.74</u>
	Total Due this Statement:				1,353.00
	Previous Balance:				17,774.74
	Please Pay This Amount:				<u>19,127.74</u>

Matter: 99047.00001 Ioticity Networks Receiver
Billing Attorney: Kjartanson, Molly

Professional Services Rendered Through 08/31/25:

Timekeeper		Date	Rate	Hours	Amount
Attorney Services					
K. Brown	Attention to emails re settlement payment / stock certificates.	08/07/25	700.00	0.10	70.00
K. Brown	Attention to emails re settlement payment / stock certificates.	08/08/25	700.00	0.10	70.00
M. Kjartanson	Confer with counsel for RadioMobile regarding dismissal of San Diego action.	08/12/25	610.00	0.20	122.00
K. Brown	Attention to emails re resubmission of request for dismissal.	08/12/25	700.00	0.10	70.00
M. Kjartanson	Confer regarding notice of dismissal.	08/13/25	610.00	0.30	183.00
K. Brown	Attention to emails re settlement / request for dismissal; review and sign same.	08/13/25	700.00	0.30	210.00
M. Kjartanson	Confer with RadioMobile's counsel regarding Receiver's deliverables.	08/21/25	610.00	0.30	183.00
K. Brown	Attention to emails re dismissal of CA action.	08/21/25	700.00	0.10	70.00
K. Brown	Attention to emails re dismissal of Ontario action and stock certificates.	08/28/25	700.00	0.10	70.00
M. Kjartanson	Confer with Receiver regarding outstanding deliverables.	08/29/25	610.00	0.50	305.00
					Attorney Services
					1,353.00
	Total All Services:			<u>2.10</u>	<u>1,353.00</u>

TIME SUMMARY:

Timekeeper	Hours	Rate	Amount
Attorney Services			
K. Brown	0.80	700.00	560.00
M. Kjartanson	1.30	610.00	793.00
Total	2.10		1,353.00

Total Current Fees: \$1,353.00
Total Current Costs: \$0.00
Total Due: \$1,353.00

Trust Balance Remaining: \$2,980.00

THIS STATEMENT MAY NOT INCLUDE CHARGES FOR EXPENSES INCURRED DURING
THE PERIOD COVERED BY THIS BILLING BUT NOT YET RECEIVED BY THIS OFFICE

SNELL & WILMER

One East Washington Street | Suite 2700 | Phoenix, AZ 85004
602.382.6000
SWLAW.COM

IOTICITI
Joanne Russo, Receiver
78 Wellington Street East
Aurora, ON L4G-1H8
Canada

Bill Number: 3008845
Invoice Date: 09/08/25
Client Code: 99047

US Mail & Email: russo@russocanhelp.com;

PLEASE RETURN THIS COPY WITH YOUR PAYMENT

Summary of Professional Services Rendered Through: 08/31/25

Matter	File Title	Previous Balance Due	Current Fees	Current Costs	Total
00001	Ioticiti Networks Receiver	17,774.74	1,353.00	0.00	19,127.74
	Total:	17,774.74	1,353.00	0.00	19,127.74
	Total Due this Statement:				1,353.00
	Previous Balance:				17,774.74
	Please Pay This Amount:				19,127.74

FEDERAL TAX ID NUMBER 86-0089731

Payment is due upon receipt in US dollars. When making payment, please refer to our Client Code above and include the Return copy.

PAYMENT BY CHECK

Mail with Remittance to Address Above

PAYMENT BY CREDIT CARD

www.swlaw.com/payment

PAYMENT BY WIRE TRANSFER

JPMorgan Chase Bank NA
JP Morgan Chase
New York, NY 10017
ABA: 021 000 021
Acct No: 000005979
Intl: Swift: CHASUS33

PAYMENT BY ACH

ABA: 122100024
Acct No: 000005979
Remittance: Email to ar@swlaw.com

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. <small>See Specific Instructions on page 3.</small>	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Snell & Wilmer L.L.P.</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) N/A</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions. 1 East Washington Street, Suite 2700</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code Phoenix, AZ 85004</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
8	6	-	0	0	8	9	7	3	1

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 01/01/2025
------------------	--------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

SNELL & WILMER

Fee Payment via Wire:

Bank: JP Morgan Chase NA

Address: 270 Park Ave, New York, NY 10017

Acct Name: Snell & Wilmer L.L.P.

ABA Number: 021000021

Acct Number: 000005979

International SWIFT Code: CHASUS33

Reference Info: Please include the Attorney Name, Client Number, and Invoice Number in the reference section.

Fee Payment via ACH:

Bank: JP Morgan Chase NA

Address: 270 Park Ave, New York, NY 10017

Acct Name: Snell & Wilmer L.L.P.

ABA Number: 122100024

Acct Number: 000005979

International SWIFT Code: CHASUS33

Reference Info: Please include the Attorney Name, Client Number, and Invoice Number in the reference section.

Fee Payment via Credit Card/eCheck:

<https://www.swlaw.com/payment/>

Please send the remittance for your fee payment to the following email: AR@swlaw.com

May 29, 2025

VIA EMAIL

Russo Corp.
Attn: Joanne Russo
78 Wellington Street East
Aurora, Ontario L4G-1H8
Canada
Email: russo@russocanhelp.com

Re: Agreement for Legal Services

Dear Joanne,

Thank you for asking Snell & Wilmer to serve as counsel in connection with the matter described below. This letter will confirm the terms of our engagement.

1. **Client.** Our client in this matter will be only Russo Corp. Unless we expressly agree otherwise, our client in this matter will not include any of your parents, subsidiaries, affiliates, constituents, or persons associated with Russo Corp., such as directors, officers, members, trustees, etc.
2. **Scope of Engagement.** We have been engaged to represent Russo Corp. ("You") as the Receiver of Ioticity Networks Inc. in the proceedings entitled *RadioMobile, Inc. v. Ioticity formerly known as Metro Connect International, Inc. and Jim Moore and Kathleen Moore*, Case No. 37-2020-00026032-CU-CO-CTL, in the Superior Court of the State of California, County of San Diego, Central Division. The firm does not provide business, investment, or accounting advice and, unless specifically engaged to do so, will not provide advice on bankruptcy, tax matters, or issues related to the Corporate Transparency Act. While the firm will be pleased to discuss expanding the scope of the engagement to include other matters, any expansion of the scope of engagement must be confirmed in a separate written communication.

Our engagement also does not include responsibility for review of your insurance policies to determine the possibility or availability of coverage for the claim(s) asserted in this matter, or for notification to your insurance carriers that potentially covered claims have been asserted. We urge You to contact your insurer or broker at the earliest opportunity to determine the nature and extent of any applicable coverage.

3. **Fees and Costs.** Enclosed is a copy of our current Policy on Professional Fees. While hourly rates for attorneys and paraprofessional staff are adjusted from time to time, my current hourly rate is \$610. Kevin Brown will most likely work with me to represent your interests in the most cost effective and efficient manner. The current hourly rate for Mr. Brown is \$700. Our statements will be sent to You monthly and are due upon receipt. In some cases, we may provide a specific fee arrangement for a matter. A specific fee arrangement will always be confirmed in writing; otherwise, our normal billing policies will apply.

Any budgets or estimates of anticipated fees that we provide, due to the uncertainties involved, are necessarily only an approximation of potential fees. Under no circumstances are such estimates a "cap" on fees or a maximum fee quotation.

We will include in our statements separate charges for services, such as copying, messenger and delivery service, e-discovery, computer research, travel, international telephone, and other reasonable and necessary charges. Such expenses will also include filing fees, deposition costs, process servers, court reporters, and witness fees, as incurred in our representation of You. You authorize us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in the litigation, and such fees and expenses ordinarily will be billed directly to You.

4. **Retainer.** Our representation will not commence until we receive a retainer in the amount of \$3,000 to serve as security for our final fees and expenses. The amount of any retainer is not an estimate of, or "cap" on, the total fees or expenses that may be incurred in this matter. The retainer will remain in our client trust account and any remaining balance will be returned to You immediately upon termination of this representation. However, we may use any part of the retainer to satisfy a payment that is delinquent by greater than sixty (60) days, and to discontinue this representation until You forward funds to restore the full retainer. We may also require an additional retainer after commencement of the engagement, or an increase to the original retainer, depending on the work necessary for the engagement.

For electronic funds transfers, use the following instructions:

Bank: JP Morgan Chase NA
Address: 207 Park Ave, New York, NY 10017
For wire transfers, ABA# - 021000021
For ACH payments, ABA# - 122100024
International Wires: Use SWIFT code CHASUS33
Acct #: 411-9025
Acct Name: Snell & Wilmer Trust Account
Please reference Molly Kjartanson-Russo Corp

If you would like to pay by credit card (2.95% surcharge) or eCheck (no surcharge), you may use our secure payment portal at <https://www.swlaw.com/payment>.

5. **Client Cooperation and Communication.** You agree to completely and accurately disclose all facts and documents that may be related to the matter or that we may otherwise request. You also will make yourself or necessary representatives reasonably available to attend meetings, conferences, hearings, and other proceedings, and to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, corporate changes, or other material changes regarding You or your business.

6. Advice About Possible Outcomes. Any opinion or belief expressed concerning the engagement or various courses of action and the results that might be anticipated are an expression of opinion only and should not be construed by You as a promise or guarantee.

7. In-Firm Privilege. From time to time, issues may arise relating to legal ethics or our duties under the professional conduct rules that apply to lawyers. These might include, for example, conflict of interest issues, and could include issues raised because of a dispute between us and a client over the handling of a matter. Normally, when such issues arise, we seek the advice of our firm counsel or the firm's outside counsel, all at our own expense. We believe that it is in our clients' interest, as well as our firm's interest, that when legal ethics or related issues arise during a representation, we obtain an analysis of our obligations. We consider such consultations to be attorney-client privileged communications between firm personnel and counsel for the firm. Accordingly, You agree that if we determine in our own discretion during the representation that it is appropriate to consult with our internal or outside counsel, we have your consent to do so and that our ongoing representation of You shall not, thereby, waive any attorney-client privilege.

8. Conflicts of Interest. It is possible that, during the time we are representing your interests in this engagement, we may be asked to represent interests, belonging to one of the firm's present or future clients, that are adverse to your interests. Therefore, as a specific condition to our undertaking your representation, You agree that our representation of You in this matter will not disqualify our firm from opposing You in future litigation, transactions, or other legal matters that are not substantially related to the scope of this engagement. You consent to any conflict of interest with respect to those representations, even if the interests of such other client in those other matters are directly adverse to your interests.

We agree not to use any privileged, proprietary, or other confidential information of a nonpublic nature concerning You, acquired by us because of our representation of You, to your disadvantage in any litigation or other matter in which we are opposed to You. We encourage You to obtain independent legal advice before agreeing to these terms of representation.

9. Termination of Engagement and Disposition of Documents. You may terminate our representation at any time by written notification to us. Subject to any applicable rules of professional conduct, we may withdraw from representation if You fail to fulfill obligations under this engagement letter, including obligations to timely pay our fees and expenses, or for any other reason permitted or required under those rules.

Termination of our representation will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or in connection with an orderly transition of the matter.

Unless previously terminated, our representation will terminate upon our sending You our final statement for services in this matter. Upon the completion of our work on the last active matter we have for You, You will be considered a former client for all matters. At your request, your documents and property will be returned to You, although the firm reserves the right to retain copies of any such documents as it

deems appropriate. Consistent with professional conduct rules, we will retain the file consistent with our firm's records retention and disposal policy, which is available upon request.

10. Post Engagement Matters. You are engaging the firm to provide legal services in connection with the matter described in this letter. After the matter concludes, changes may occur in the applicable laws or regulations that could impact your future rights and liabilities. Unless You engage us after completion of the matter to provide additional legal advice on issues arising from the matter, the firm has no continuing obligation to advise You on such issues or on future legal developments or deadlines.

11. Electronic Communications. It is likely during this engagement both You and the firm will use electronic devices and Internet services (which may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, and other technology) to communicate and transfer documents. The use of this technology involves some degree of risk that third parties may intercept and use otherwise confidential communications. To facilitate communications, however, You approve the use of electronic communications by us unless and until we are instructed otherwise.

12. Data Protection. From time to time, we may receive personal information from You in furtherance of this engagement. We will handle personal information as set forth in our Privacy Policy, which is available on our public website, swlaw.com. Because You are sharing this information with us, we rely upon your compliance with applicable laws and your representation and warranty to us that all data protection requirements are satisfied, and that any such information has been lawfully transmitted to us by you. If there is any change in your data protection circumstances or status, You agree to raise the matter prior to any transfer of personal information to us.

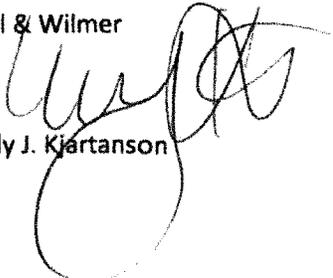
13. Tax Advice Policy. Whether or not You have requested the firm to provide tax advice in connection with this engagement, there is at least a possibility that tax issues requiring such advice may arise in the future. For this reason, enclosed with this letter is a copy of the firm's "Statement of Policy Regarding Tax Advice." We encourage You to review it and to call us with any questions.

Please review this letter carefully. If the terms and conditions of our representation and the billing arrangements are acceptable, please sign a copy of this letter where indicated and return it to me with the requested retainer so that we may begin work. Please note that if we do not receive a signed copy of this letter, Your instructing us or continuing to instruct us in this matter, or in future matters, constitutes your full acceptance of the terms of this letter. Please call if you have any questions.

We very much appreciate this opportunity to work with You.

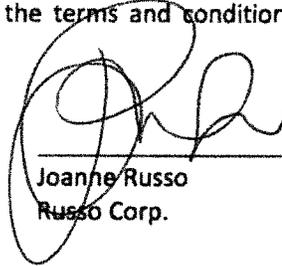
Best,

Snell & Wilmer


Molly J. Kjartanson

MJK:ps
Enclosures

As an authorized individual and on behalf of Russo Corp., I have reviewed this letter and Snell & Wilmer's Policy on Professional Fees and agree to the terms and conditions of representation and the billing arrangements.



Joanne Russo
Russo Corp.

POLICY ON PROFESSIONAL FEES

The attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, our Policy on Professional Fees is intended to explain briefly our current billing policies and procedures. These policies and procedures are subject to change.

How Fees Are Determined. To help us determine the value of our services, we ask each of our attorneys, paralegals, legal assistants and certain clerical personnel providing specialized support to maintain time records for each client and matter. These individuals are assigned hourly rates, which are reflected on the billing statement sent to clients. These hourly rates are adjusted from time to time (generally once a year) and can change during the course of our engagement. Our rates are a benchmark, and not the sole determinant of the value of our services for billing purposes. The billing attorney assigned to your account reviews the time records before a billing statement is rendered. Pursuant to the applicable Rules of Professional Conduct, a reasonable fee takes into consideration, among other factors, the time and labor required, the novelty of the issues involved and the skill required to perform the legal services properly, the amount involved and the results obtained, any time limitations imposed by the client or by the circumstances, the nature and length of the professional relationship with the client, the experience, reputation and ability of the attorneys performing the services, and the degree of risk assumed by the attorney. In accounting for the hours attributable to an assignment, the billing attorney may take into consideration efficiencies and value resulting from the firm's technology and other resources that provide benefit to the client that is greater than would be reflected in the hourly rate of the individual lawyer involved.

Retainer Policy. Retainer and other funds held in trust will be kept in a separate account maintained at a bank with offices in the state of Arizona.

Billing for Disbursements and Expenses. Snell & Wilmer L.L.P. obtains reimbursement for disbursements made on behalf of clients, such as filing fees, transcript and deposition fees, reasonable travel expenses and expert witness fees. We also charge for certain expenses incurred on behalf of clients, such as copies, scans, facsimiles, postage, messengers, long-distance telephone calls and computerized research. The charge for copies is \$.20 per page, scans is \$.10 per page, outgoing facsimiles is \$1.50 per page and computerized research is \$5.00 per minute. There is no charge for incoming facsimiles, normal deliveries to local courts, secretarial overtime or similar activity. Ordinarily, we will forward to you large disbursement billings for direct payment to the vendor.

We also offer in-house eDiscovery services. For client matters that utilize this service, fees associated with this service are charged to the client at a flat rate of no more than \$12 per Gigabyte, subject to a \$100 minimum monthly fee. This is a recurring monthly fee that includes user licensing, data processing, hosting, analytics and production of documents. Paraprofessional time associated with in-house eDiscovery services will be billed at a standard rate of \$225 per hour.

We make every effort to include disbursements and expenses in the statement for the month in which they are incurred. Some disbursements and expenses are not available to us until the following months. A subsequent statement will be rendered for these additional charges.

Billing Statements. Our billing statements are due and payable upon receipt. We ask for and expect payment of our statements on a current basis, as delayed payment adds to our overall costs of providing services. Interest at the rate of 12% per annum will be assessed on all amounts over 30 days past due. While the firm offers a variety of methods for paying invoices, payments made through a credit card will be assessed an additional 2.95% of the payment amount to defray the cost incurred by the firm.

Dispute Resolution. Although we look forward to a mutually rewarding relationship, in the unlikely event of a dispute, including a dispute regarding the amount or payment of fees and expenses, the following dispute resolution terms will apply.

In the event of a dispute concerning the amount or payment of fees and expenses, we mutually agree that any such dispute will be submitted to mandatory binding arbitration to be held in Maricopa County, Arizona and conducted in accordance with procedures established by the State Bar of Arizona. The decision of the arbitrator(s) will be final and binding on the parties. Judgment on any arbitration award may be entered in accordance with the provisions of the Revised Uniform Arbitration Act, as adopted in Arizona, A.R.S. §§ 12-3001, *et seq.*, and of the Arizona Rules of Civil Procedure. This paragraph will not apply, however, if there is a separate legal procedure for determining the fee, such as the determination of the probate court in a matter involving the representation of an estate. In the event that dispute resolution proceedings are instituted between us for any reason, the prevailing party shall be entitled to an allowance of reasonable attorneys' fees and other costs incurred as a result of the action or proceeding or other such procedure.

As to any claim or dispute arising out of or connected with our services, other than a fee dispute covered by the preceding paragraph, we mutually agree to attempt in good faith to settle the dispute by non-binding mediation in Phoenix, Arizona before commencing any legal action or other dispute resolution procedure. Unless we otherwise agree, the mediation will be conducted pursuant to the then current American Arbitration Association ("AAA") Commercial Arbitration Rules and Mediation Procedures. Either of us may commence mediation by letter requesting mediation delivered to the other party and to the AAA. In the event we fail to agree upon a neutral mediator within ten (10) working days after the mediation request is delivered, either of us can apply to AAA to appoint a neutral mediator who has experience in the subject matter of the claim or dispute.

Lex Mundi. Snell & Wilmer is a member of Lex Mundi, a global association of independent law firms that can be called upon to provide clients worldwide access to legal services. Although a member of Lex Mundi, Snell & Wilmer is completely independent and does not have common operations, share fees, or collaborate on a pre-arranged basis with other member firms. If collaboration with other independent members of Lex Mundi is appropriate to serve client needs, Snell & Wilmer will discuss the specific engagement with the client to assure understanding and agreement of the roles and duties assumed by each involved law firm.

Errors and Omissions Coverage. Some states require that a law firm disclose the existence of errors and omissions insurance coverage applicable to the services to be rendered. Snell & Wilmer hereby confirms the existence of such insurance coverage.

Finally, in closing, let us assure you that our goal has always been and will continue to be to provide legal services to you on the most cost-efficient basis possible. If at any time you wish to discuss either our billing policies or procedures generally or a specific billing statement, we encourage you to contact us.

STATEMENT OF POLICY REGARDING TAX ADVICE

I. Tax-Related Limitations on the Scope of our Engagement

Both (i) the matters for which we are engaged to provide Client with legal advice, and (ii) our legal advice, may have tax implications to our Client. However, unless specifically included within the scope of our engagement, this engagement does not include any tax advice. While the firm will be pleased to discuss expanding the scope of the engagement to include tax advice, any expansion of the scope of engagement must be confirmed in a separate written communication.

Additionally, if the scope of our engagement includes tax advice, then it will only include one or more specific types of taxes (*e.g.*, federal income tax, state income tax, state sales tax, etc.) respecting one or more specific aspects of our engagement. For example, if we represent Client in connection with the sale of an asset, and if our engagement includes providing Client with federal income tax advice relating to such sale, then, to such extent, our engagement will only include providing Client with federal income tax advice respecting the sale of such asset, and will not include advice involving (i) any other federal tax (*i.e.*, other than federal income tax) respecting such sale, (ii) any state, local, or other tax respecting such sale, or (iii) any federal income tax respecting any other aspect of Client's business or dealings. While the firm will be pleased to discuss expanding the scope of the engagement to include various types of tax advice on various aspects of our engagement, any such expansion must be specifically confirmed in a separate written communication.

Similarly, if the scope of our engagement includes advising you on state or local tax matters, then it will only include one or more specific types of taxes (*e.g.*, income, apportionment, transaction privilege, sales, use, property, excise, etc.), in one or more specific state or local taxing jurisdictions, respecting one or more specific aspects of our engagement. For example, if we represent you in connection with the sale of an asset, and if our engagement includes providing you with advice regarding Arizona state income taxes, then, to such extent, our engagement will only include providing you with Arizona state income tax advice respecting the sale of such asset, and will not include advice involving (i) any income tax or other tax of any other state (*e.g.*, other than Arizona) respecting such sale, (ii) any other Arizona state or local tax (*e.g.*, property tax, sales tax, use tax, transaction privilege tax, apportionment, etc.), or (iii) any Arizona state income tax respecting any other aspect of your business or dealings. Similarly, if we represent you in connection with an Arizona sales tax matter, we will not include advice regarding any other state sales tax, nor will we include any advice regarding any other Arizona state or local tax. While our firm will be pleased to discuss expanding the scope of the engagement to include additional state and local taxes from additional state and local taxing jurisdictions, on additional aspects of our engagement, any such expansion must be specifically confirmed in a separate written communication.

II. Federal Income

A. Reportable Transactions

i. Requirements for You/the Client

**INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF**

Applicants

-and-

Respondents

Court File No. Court File No. CV-24-00712995-00CL

**ONTARIO
SUPERIOR COURT OF
JUSTICE
COMMERCIAL LIST
Proceedings commenced at
TORONTO**

AFFIDAVIT

RUSSO CORP
Licensed Insolvency Trustee
78 Wellington Street East
Aurora, Ontario
L4G 1H8
Tel: (416) 723-5232

Joanne Russo, LIT, President
Email: russo@russocanhelp.com

Investigatory and Possessory Receiver

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) ON TUESDAY, THE 21ST DAY
)
JUSTICE CAVANAUGH) OF OCTOBER, 2025

B E T W E E N:

INTEL CENTERS INC. and ITALO SABATO
and SILVANO ZACCHIGNA and MARIA ALICIA MAJLUF

Applicants

- and -

IOTICITI NETWORKS INC. and RONALD FRANK
and DARREN FRANK and LOU GALLUCCI

Respondents

ORDER

THIS MOTION made by Russo Corp. in its capacity as the Court-appointed investigatory and possessory receiver (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings, and properties of Ioticiti Networks Inc. (the "**Company**") for an Order, among other things, approving the actions, activities, and conduct of the Receiver as described in the Fourth Report of the Receiver dated October 10, 2025 (the "**Fourth Report**"), was heard this day via video conference at the Courthouse at 330 University Avenue, 8th Floor, Toronto, Ontario.

ON READING the Fourth Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served,

1. **THIS COURT ORDERS** that that the time for service of the Receiver's Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Fourth Report and the activities and conduct of the Receiver as set out in the Fourth Report be and are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
3. **THIS COURT ORDERS** that the action commenced in the Ontario Superior Court of Justice in Newmarket bearing Court File No. CV-20-00002909-0000, commenced by the Company (then known as Metro Connect International, Inc.) against RadioMobile, Inc. ("**RadioMobile**"), James Moore, and Kathleen Moore, is hereby dismissed with immediate effect.
4. **THIS COURT ORDERS** that all of the right, title, and interest of the Receiver, if any, to the shares in RadioMobile that are held by the Company (the "**Shares**") shall vest absolutely in James Moore and Kathleen Moore, free and clear of and from any and all security interest (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Wilton-Siegal dated April 4, 2024; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system and, for greater certainty, this Court orders that all of

the encumbrances affecting or relating to the Shares are hereby expunged and discharged as against the Shares.

5. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements (the "**Interim SRD**") appended to the Fourth Report, is hereby approved.
 6. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, Spetter Zeitz Klaiman PC ("**SZK**") and Snell & Wilmer ("**S&W**"), including an accrual for fees and disbursements to be incurred to the completion of these proceedings, as set out in the Fourth Report and the Fee Affidavits, are hereby approved.
 7. **THIS COURT ORDERS** that the fees and disbursements of SZK in its capacity as counsel for the Applicants, as set out in the Forth Report and in the Cost Outline attached as Exhibit "A" to the Fee Affidavit of Jakob Bogacki sworn October 10, 2025 (the "**Applicants' Costs**"), shall be paid to the Applicants or otherwise as the Applicants may direct.
 8. **THIS COURT ORDERS** that this Order and all its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without the need for entry or filing.
-

INTEL CENTERS INC et al.

Applicants

-and-

IOTICITI NETWORKS INC. et al.

Respondents

Court File No.: CV-24-00712995-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ORDER

SPETTER ZEITZ KLAIMAN PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5

IAN KLAIMAN
LSO No. 58955G
Tel: 416-789-0652
Fax: 416-789-9015
Email: iklaiman@szklaw.ca

Lawyers for the Receiver,
Russo Corp.

INTEL CENTERS INC.

Applicant

-and-

IOTICITI NETWORKS INC. et al.

Respondents

Court File No.: CV-24-00712995-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD

SPETTER ZEITZ KLAIMAN PC
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100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5

IAN KLAIMAN
LSO No. 58955G
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Fax: 416-789-9015
Email: iklaiman@szklaw.ca

Lawyers for the Receiver,
Russo Corp.