

**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  
OF THE RECEIVER  
(Returnable July 24, 2025)**

Date: July 18, 2025

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

**IAN KLAIMAN**  
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Lawyers for the Receiver, Russo Corp.

**TO: THIS HONOURABLE COURT**

**AND TO: THE SERVICE LIST**

**SERVICE LIST**

<b>TO:</b>	<b>SPETTER ZEITZ KLAIMAN PC</b> Barristers and Solicitors 100 Sheppard Avenue East, Suite 850 Toronto ON M2N 6N5 Lawyers for the Applicants  Ian Klaiman <a href="mailto:iklaiman@szklaw.ca">iklaiman@szklaw.ca</a> Tel: 416.789.0652 Fax: 416.789.9015
<b>AND TO:</b>	<b>SYMON ZUCKER PROFESSIONAL CORPORATION</b> 375 University Avenue, Suite 701 Toronto ON M5G 2J5 Lawyers for the Respondents: Ioticiti Networks Inc., Ronald Frank, and Darren Frank  Symon Zucker (15832C) <a href="mailto:sz@bondlaw.net">sz@bondlaw.net</a> Tel: 416-863-9955 Fax: 855.696.5441
<b>AND TO:</b>	<b>SOLOMON ROTHBART SLODOVNIK TOURGIS LLP</b> 375 University Avenue, Suite 701 Toronto ON M5G 2J5 Lawyers for the Respondents: Ioticiti Networks Inc., Ronald Frank, and Darren Frank  Nancy Tourgis <a href="mailto:ntourgis@srtlegal.com">ntourgis@srtlegal.com</a> Tel: 416.947.1093 ext. 342 Fax: 416.947.0079
<b>AND TO:</b>	<b>HAMMOND FLESIAS</b> 3800 Steeles Avenue West, Suite 300 Vaughan ON L4L 4G9 Lawyers for the Respondent: Lou Gallucci  Alex Flesias <a href="mailto:aflesias@hammondfflesias.com">aflesias@hammondfflesias.com</a> Tel: 905.850.8550 ext. 410 Fax: 905.850.9998
<b>AND TO:</b>	<b>THIS HONORABLE COURT</b>

## THE THIRD-PARTY STAKEHOLDERS

<b>TO:</b>	<b>ADAIR GOLDBLATT BIEBER LLP</b> 401 Bay Street Suite 3200 Toronto ON M5H 2Y4  Simon Bieber (56219Q) <a href="mailto:sbieber@agblp.com">sbieber@agblp.com</a> Tel: 416.351.2781  Jocelyn Howell (73229O) <a href="mailto:jhowell@agblp.com">jhowell@agblp.com</a> Tel: 416.360.3442  Tel: 416.499.9940 Fax: 647.689.2059
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## NAME OF STAKEHOLDERS

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	<b>REMIGIO (RAYMOND) D'ANTONIO</b> <a href="mailto:ray.dantonio@gmail.com">ray.dantonio@gmail.com</a> Investor/Shareholder
	<b>SALVATORE (SAM) GUIDO</b> <a href="mailto:samg@evergreenfinancial.ca">samg@evergreenfinancial.ca</a> Investor/Shareholder
	<b>SILVIO DE LUCA</b> <a href="mailto:sdeluca@spectrumrealtyservices.com">sdeluca@spectrumrealtyservices.com</a> Investor/Shareholder
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**MICHELE (MIKE) FRONTE**

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Investor/Shareholder

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Respondents

**I N D E X**

<b>TAB</b>	<b>DOCUMENT</b>
<b>1.</b>	Notice of Motion
<b>2.</b>	Third Report to the Court Submitted by Russo Corp. in its Capacity as a Receiver of Iotici Networks Inc. dated July 17, 2025
<b>A.</b>	<b>Appendix “A”</b> – Appointment Order dated April 4, 2024
<b>B.</b>	<b>Appendix “B”</b> – Complaint of RadioMobile, Inc. against Iotici Networks Inc. in the California Action
<b>C.</b>	<b>Appendix “C”</b> – Cross-Complaint of Iotici Networks Inc. against RadioMobile, Inc. in the California Action
<b>D.</b>	<b>Appendix “D”</b> – Settlement Agreement
<b>3.</b>	Draft Order

# TAB 1

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**B E T W E E N:**

INTEL CENTERS INC. and ITALO SABATO  
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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 Order of the Ontario Superior Court of Justice 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 July 24, 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:

**330 University Avenue, 7<sup>th</sup> Floor, Toronto, Ontario**

With 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. 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., and James Moore and Kathleen Moore (the “**Settlement Agreement**”);
  - c. approving and accepting 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;
  - d. approving the Receiver to enter into a Mutual Release with the City of Vaughan;
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. The Applicants are shareholders of the Company. The Applicants brought the application seeking the Appointment Order (defined below) and alleging, *inter alia*, (1) they relied on the Respondents' representations to acquire a minority interest in the Company, (2) there was a lack of progress in the Company's business objectives, (3) the Respondents failed to provide financial disclosure or call shareholder meetings, and (4) misappropriation and oppression.
2. 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**").

### **The Receiver's Powers**

3. 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.
4. 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 Radio Settlement**

5. The Receiver discovered on January 19, 2025, that RadioMobile, Inc. (“**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.
6. 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 the outstanding shares in the capital of Radio for \$2,500,000.00 USD, by way of crediting the Debt against this purchase price and then paying the balance of the purchase price.

7. During the five years since the California Action was commenced, the Company and Radio made efforts to settle the California Action.
8. However, by March 2025, the following occurred:
  - a. the Company's counsel in California removed itself from the record in the California Action, citing unpaid legal fees of over \$100,000 USD;
  - b. the Receiver was advised that the California Action would be dismissed if not brought to trial within 5 years, by May 2025; and
  - c. the Receiver had an extremely limited amount of funds available, and indeed an insufficient amount, to retain new counsel for the California Action, which could be a prolonged and expensive litigation.
9. The Receiver therefore engaged in settlement discussions with Radio's counsel, later turning negotiations over to the Applicants' counsel in Canada, Mr. Allan Lipman of Spetter Zeitz Klaiman PC (the "**Canada Counsel**"). The Canada Counsel was engaged on a limited scope basis for the purpose of negotiating the Settlement Agreement (explained below) and bringing this motion.
10. Following negotiations between the Receiver and Radio (collectively, the "**Parties**"), the Parties have agreed to enter into the Settlement Agreement on *inter alia* 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:
    - i. \$600,000.00 USD by July 3, 2025;
    - ii. \$500,000.00 USD by August 15, 2025; and
    - iii. \$500,000.00 USD by October 15, 2025.
  - b. Within ten (10) business days after the Effective Date (defined below), the Receiver shall convey all of the Receiver's right, title and interest, if any, in the shares of Radio

currently held by the Company to James Moore and Kathleen Moore. The Receiver shall use commercially reasonable best efforts to execute documents necessary to effectuate the transfer of the shares of Radio.

- c. The Parties understand that the Settlement Agreement shall not be effective unless and until the Ontario Superior Court of Justice approves the terms of the Settlement Agreement and the Receiver receives the Settlement Amount (the “**Effective Date**”). Following the execution of the Settlement Agreement, the Receiver shall diligently and expeditiously pursue approval of this agreement in the Ontario Superior Court of Justice.

11. The Receiver has received the first payment of \$600,000.00 USD which is being held in trust by Canada Counsel until approval of the terms of the Settlement Agreement is obtained from this Honourable Court.

12. The Receiver therefore requires court approval of the terms of the Settlement Agreement. It has been advised by its California counsel that the 5-year period to set the California Action down for trial expires on July 24, 2025, so the Receiver brings this motion on an urgent basis.

13. The Receiver requests that this Honourable Court authorize and approve the terms of the Settlement Agreement because:

- a. the Receiver did not and does not have the available resources to proceed with the California Action;
- b. the amount that will be received from the Settlement Agreement is *greater* than the Debt that Radio owed to the Company (and that was deemed to have been paid by the Company to Radio for the remainder of its shares), such that, even after payment of legal costs and the Receiver’s costs, the Company has largely recovered all monies admitted to be owing to it;

- c. related to paragraph 13(b) above, the Receiver made a “profit” of sorts through the windfall of \$162,311.92 USD that it will receive from the Settlement Agreement; and
- d. all the parties to the Settlement Agreement have executed it and agreed to the terms therein, based on the executed Settlement Agreement appended to the Third Report.

### **The Removal of Equipment in the City of Vaughan**

14. 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.
15. The City of Vaughan sought to terminate the Contract for cause. Hence, the Receiver negotiated a settlement agreement with the City (the “**Vaughan Agreement**”) on the following terms:
- a. 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 following conditions:
    - i. the Receiver would arrange for the removal of all the Equipment from all City of Vaughan locations at the Receiver’s expense; and
    - ii. the Receiver would ensure that areas where the Equipment was situated were rehabilitated and restored to a condition satisfactory to the City of Vaughan.
16. In accordance with 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.

17. Based on the foregoing, and the completion of the Vaughan Agreement, the Receiver seeks (a) approval of this Honourable Court of its conduct in settling the matter with the City of Vaughan and to enter into a Mutual Release with the City of Vaughan, and (b) approval of its disbursement to 1780618 Ontario Ltd. in the amount of \$15,300.20 pertaining to the removal of the Equipment from each of the site locations.

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

19. Rules 1.04, 16, 37 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 Third 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: July 18, 2025

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Barristers & Solicitors  
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Lawyers for the Receiver, Russo Corp.

# TAB 2



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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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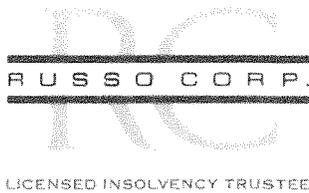
Respondents

**RECEIVERS 3<sup>rd</sup> 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 USS and which are CADS 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 3<sup>rd</sup> 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 3<sup>rd</sup> REPORT**

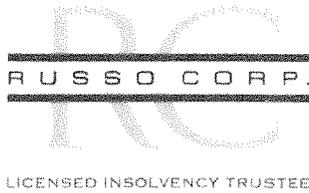
The purpose of the 3<sup>rd</sup> Report is to provide an update on the actions of the Receiver, and to seek court approval of this Honourable Court with respect to:

- 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 3<sup>rd</sup> 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 3<sup>rd</sup> Report, and (vi) grant any other ancillary relief the Court deems just.

Accordingly, the reader is cautioned that this 3<sup>rd</sup> 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 3<sup>rd</sup> Report for a purpose different than set out in the previous paragraph.

Except as otherwise described in this 3<sup>rd</sup> Report:

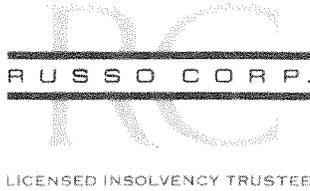
- (a) the Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
- (b) the Receiver 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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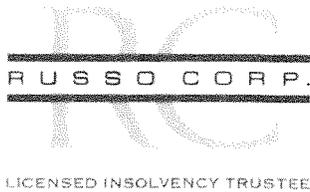
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In collaboration with the City of Vaughan, the Receiver arranged a site inspection to inspect the Equipment located at the various sites and arrange for the removal of the same. The Equipment was located at the following ten (10) sites in the City 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.

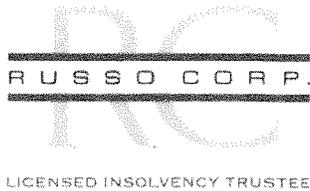
There remains the matter of disposition of the Equipment previously in the possession of the City of Vaughan. This being a minor matter, especially in the context of the Radio Settlement as defined below, we have not yet obtained an appraised value on that equipment. The Equipment itself is highly specialized 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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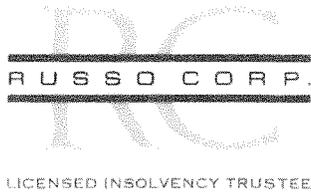
Radio commenced the California Action, and the Corporation defended and counterclaimed. A brief synopsis is as follows:

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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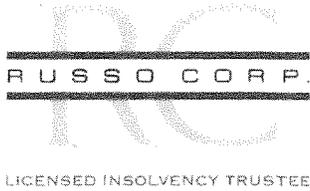
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Over the five-year period since the California Action commenced, the Parties had made various efforts to settle the dispute, from time to time, but never were able to come to an agreement. This five-year period turned out to be a significant factor 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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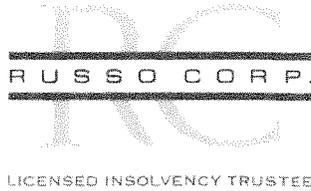
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**“Radio’s lawyers know that if they wait until the end of May the court will dismiss the case, so why would they offer settlement when their problem will go away then?”** Jones’ representative would not elaborate further on what was meant by this 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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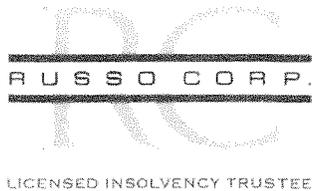
- e) The Receiver had only an extremely limited amount of funds available, and not enough to provide new counsel with a retainer adequate to continue what could prove to be a prolonged and expensive litigation.

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 3<sup>rd</sup> 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.

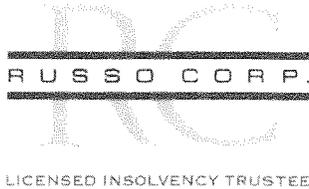
Mr. Lipman entered into correspondence with counsel for Radio, largely documenting much of what is discussed above and initiating formal settlement discussions.

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.

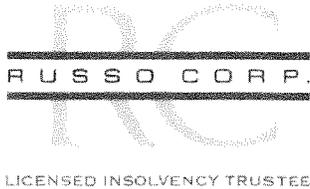
In the interim, the Receiver did in fact retain California legal counsel to preserve its litigation rights.

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 US1,600,000.00 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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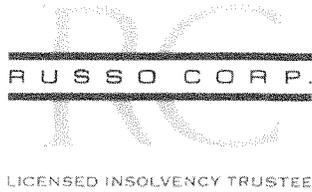
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## **APPROVAL ORDER ON SETTLEMENT AGREEMENT WITH RADIO MOBILE**

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 3<sup>rd</sup> Report.



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The Receiver respectfully submits to the Court this, its 3<sup>rd</sup> Report.

DATED at Aurora, Ontario, this 17<sup>th</sup> day of July, 2025.

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

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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 4<sup>th</sup>  
 )  
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 '<@>'.  
<img alt="redacted email address" data-bbox="268 758 292 778"/>

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-Hurt J.*

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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

**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](mailto:iklaiman@szklaw.ca)

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 PM**

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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://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.

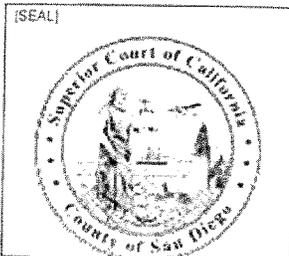
The name and address of the court is:  
(El nombre y dirección de la corte es):  
Superior Court of California, County of San Diego  
330 West Broadway  
San Diego, CA 92101

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 Clerk, by J. Hernandez, Deputy (Adjunto)  
(Fecha) (Secretario)

(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:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- 4.  by personal delivery on (date):

ORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) 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.	FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego  <b>07/24/2020 at 03:42:53 PM</b> Clerk of the Superior Court By Jose Hernandez, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>San Diego</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, 92101 BRANCH NAME:	CASE NUMBER: 37-2020-00026032-CU-CO-CTL JUDGE: Judge Eddie C Sturgeon DEPT:
CASE NAME: RadioMobile, Inc. v. IOTICITI, et al.	CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

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

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

<p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <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) <p><b>Non-PI/PD/WD (Other) Tort</b></p> <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) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p><b>Contract</b></p> <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) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <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)	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <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) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	--

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. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> 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.

## 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><b>Auto Tort</b>            Auto (22)—Personal Injury/Property Damage/Wrongful Death            Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)</p> <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>            Asbestos (04)            Asbestos Property Damage            Asbestos Personal Injury/Wrongful Death            Product Liability (<i>not asbestos or toxic/environmental</i>) (24)            Medical Malpractice (45)            Medical Malpractice—Physicians &amp; Surgeons            Other Professional Health Care Malpractice            Other PI/PD/WD (23)            Premises Liability (e.g., slip and fall)            Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)            Intentional Infliction of Emotional Distress            Negligent Infliction of Emotional Distress            Other PI/PD/WD</p> <p><b>Non-PI/PD/WD (Other) Tort</b>            Business Tort/Unfair Business Practice (07)            Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)            Defamation (e.g., slander, libel) (13)            Fraud (16)            Intellectual Property (19)            Professional Negligence (25)            Legal Malpractice            Other Professional Malpractice (<i>not medical or legal</i>)            Other Non-PI/PD/WD Tort (35)</p> <p><b>Employment</b>            Wrongful Termination (36) Other Employment (15)</p>	<p><b>Contract</b>            Breach of Contract/Warranty (06)            Breach of Rental/Lease            Contract (<i>not unlawful detainer or wrongful eviction</i>)            Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>)            Negligent Breach of Contract/Warranty            Other Breach of Contract/Warranty            Collections (e.g., money owed, open book accounts) (09)            Collection Case—Seller Plaintiff            Other Promissory Note/Collections Case            Insurance Coverage (<i>not provisionally complex</i>) (18)            Auto Subrogation            Other Coverage            Other Contract (37)            Contractual Fraud            Other Contract Dispute</p> <p><b>Real Property</b>            Eminent Domain/Inverse Condemnation (14)            Wrongful Eviction (33)            Other Real Property (e.g., quiet title) (26)            Writ of Possession of Real Property            Mortgage Foreclosure            Quiet Title            Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)</p> <p><b>Unlawful Detainer</b>            Commercial (31)            Residential (32)            Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)</p> <p><b>Judicial Review</b>            Asset Forfeiture (05)            Petition Re: Arbitration Award (11)            Writ of Mandate (02)            Writ—Administrative Mandamus            Writ—Mandamus on Limited Court Case Matter            Writ—Other Limited Court Case Review            Other Judicial Review (39)            Review of Health Officer Order            Notice of Appeal—Labor Commissioner Appeals</p>	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b>            Antitrust/Trade Regulation (03)            Construction Defect (10)            Claims Involving Mass Tort (40)            Securities Litigation (28)            Environmental/Toxic Tort (30)            Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)</p> <p><b>Enforcement of Judgment</b>            Enforcement of Judgment (20)            Abstract of Judgment (Out of County)            Confession of Judgment (<i>non-domestic relations</i>)            Sister State Judgment            Administrative Agency Award (<i>not unpaid taxes</i>)            Petition/Certification of Entry of Judgment on Unpaid Taxes            Other Enforcement of Judgment Case</p> <p><b>Miscellaneous Civil Complaint</b>            RICO (27)            Other Complaint (<i>not specified above</i>) (42)            Declaratory Relief Only            Injunctive Relief Only (<i>non-harassment</i>)            Mechanics Lien            Other Commercial Complaint Case (<i>non-tort/non-complex</i>)            Other Civil Complaint (<i>non-tort/non-complex</i>)</p> <p><b>Miscellaneous Civil Petition</b>            Partnership and Corporate Governance (21)            Other Petition (<i>not specified above</i>) (43)            Civil Harassment            Workplace Violence            Elder/Dependent Adult Abuse            Election Contest            Petition for Name Change            Petition for Relief From Late Claim            Other Civil Petition</p>
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8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF SAN DIEGO, CENTRAL DIVISION

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
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By Jose Hernandez, Deputy Clerk

11 37-2020-00028032-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.  
22  
23  
24  
25  
26  
27  
28

**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**.

27  
28

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.  
28

1                   **The Parties Extend The Time For Performance Of The ARSPA**

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

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

8                   **The ARSPA Is Not Fulfilled and Thereafter Abandoned**

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

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

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

22           27.     As a result, both Metro Connect and the Moores treated the ARSPA as void.  
23 The parties to the ARSPA have treated it as void, abandoned, and expired since May 31,  
24 2017. To date, neither side has ever demanded further performance or otherwise claimed  
25 that the ARSPA continues to govern the Parties. On the contrary, as detailed below, the  
26 parties' conduct reflects that Metro Connect – now IOTICITI – is only an arms-length  
27 lender to RadioMobile, without any ownership interest.

28

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



## Appendix “C”

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6 Attorneys for Defendant and Cross-Complainant  
7 METRO CONNECT INTERNATIONAL, INC.

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.  
27  
28

**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

**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.<sup>1</sup> To the extent  
23

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24 <sup>1</sup> 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 Obligant’) 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 Acknowledgement 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           34. Metro Connect never agreed (in writing or otherwise) to cancel, terminate, or  
2 modify the parties' Share Purchase Agreement. Metro Connect also never agreed to any of  
3 Moore's proposals, which made no business sense and unfairly sought to disregard all of the prior  
4 binding agreements that Moore and RadioMobile had signed while Metro Connect was providing  
5 their much-needed funding. Metro Connect also declined to negotiate in response to Moore's  
6 efforts to renege on or unilaterally change RadioMobile's and Moore's obligations. Moore's  
7 erratic and fraudulent behavior had convinced Metro Connect that, unfortunately, Moore could no  
8 longer be trusted. While Metro Connect did not relish the idea of taking legal action to enforce  
9 RadioMobile's loan obligations and Moore's personal guarantees in the event that Moore blocked  
10 or went back on his agreement to sell RadioMobile to Metro Connect, Metro Connect was  
11 confident that those repayment obligations were binding on RadioMobile and Moore. (See, e.g.,  
12 Ex. E, Ex. F, Ex. G, and Ex. I.) As such, Metro Connect had no interest in Moore's attempt to  
13 unilaterally alter the parties' bargain and avoid or renege upon the repayment obligations of  
14 RadioMobile and himself.

15           35. Frustrated with Metro Connect's choice, Moore unilaterally asserted that Metro  
16 Connect had chosen the third option in his "proposal." That is incorrect. Metro Connect never  
17 agreed to any proposal by Moore, either in writing or verbally. In a transparent attempt to  
18 manufacture some type of set-off against the amounts owed to Metro Connect, Moore then began  
19 sending invoices to Metro Connect for services and materials. These invoices are invalid and  
20 fraudulent. Metro Connect never agreed to pay them, and, in any event, the binding loan and  
21 guarantee agreements executed by Moore and RadioMobile do not permit any type of set-off.  
22 See *supra*. If Moore truly believes these invoices are valid and payable, he must take a separate  
23 action to collect them—which he tellingly has not done.

#### **FIRST CAUSE OF ACTION**

#### **(Breach of Contract by RadioMobile and Moore)**

26           36. The allegations of paragraphs 1 through 35 are incorporated herein by reference  
27 with the same force and effect as if set forth in full below.



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  
28

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.

**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 which may directly or indirectly adversely affect the Guarantor; or (x) any other circumstance which may constitute a 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 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 Moore(s) 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 Moore(s) (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 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 Ioticity 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

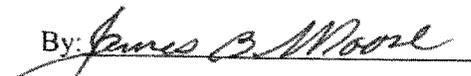
**JIM MOORE:**



**KATHLEEN MOORE:**



**RADIOMOBILE, INC.:**

By:   
Name: JAMES B. MOORE

Its: PRESIDENT, CEO

*[Signature Page to Settlement Agreement]*

4907-5146-9646

# TAB 3

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) ON THURSDAY, THE 24<sup>TH</sup> DAY  
 )  
JUSTICE 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 17<sup>th</sup> 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.

---

# **Schedule “A”**

## **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:

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- 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:

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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.

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*[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 Ioticity 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

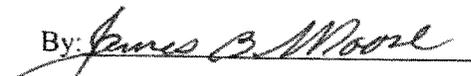
**JIM MOORE:**



**KATHLEEN MOORE:**



**RADIOMOBILE, INC.:**

By:   
Name: JAMES B. MOORE

Its: PRESIDENT, CEO

*[Signature Page to Settlement Agreement]*

4907-5146-9646

**INTEL CENTERS INC et al.**

*Applicants*

-and-

**IOTICITI NETWORKS INC. et al.**

*Respondents*

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

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***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](mailto:iklaiman@szklaw.ca)

Lawyers for the Receiver,  
Russo Corp.

**INTEL CENTERS INC. et al.**

*Applicant*

-and-

**IOTICITI NETWORKS INC. et al.**

*Respondents*

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

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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

---

**MOTION RECORD**

---

**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](mailto:iklaiman@szklaw.ca)

Lawyers for the Receiver,  
Russo Corp.