

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

B E T W E E N:

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

Applicants

- and -

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

Respondents

**ORDER**

**THIS MOTION** made by Russo Corp. in its capacity as the Court-appointed investigatory and possessory receiver (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings, and properties of Ioticiti Networks Inc. (the "**Company**") for an Order, amongst other things, approving the Settlement Agreement described in the Third Report of the Receiver dated July 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.



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# **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:

- 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.

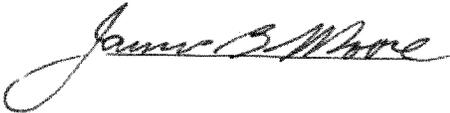
**RECEIVER:**

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

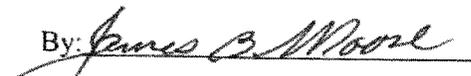
**JIM MOORE:**



**KATHLEEN MOORE:**



**RADIOMOBILE, INC.:**

By:   
Name: JAMES B. MOORE

Its: PRESIDENT, CEO

*[Signature Page to Settlement Agreement]*

4907-5146-9646

**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

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**ORDER**

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**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.