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AZ CORP COMMISSION
DOCKET CONTROL

Arizona Corporation Commission

DOCKETED

SEP 29 2011

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Attorneys for Respondents David Shorey, Mary Jane Shorey,
and Cell Wireless Corporation

DOCKETED BY

BEFORE THE ARIZONA CORPORATION COMMISSION

In the matter of:

JOSEPH COSENZA and ANDREA BENSON,
husband and wife;

U.S. MEDIA TEAM, LLC, an Arizona limited
liability company;

THOMAS BRANDON and DIANE M.
BRANDON, husband and wife;

CELL WIRELESS CORPORATION, a
Nevada corporation, formerly known as U.S.
SOCIAL SCENE, a Nevada corporation;

DAVID SHOREY and MARY JANE
SHOREY, husband and wife;

Respondents.

DOCKET NO. S-20763-A-10-0430

**RESPONDENTS DAVID
SHOREY, MARY JANE
SHOREY, AND CELL
WIRELESS CORPORATION'S
BRIEF**

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SEP 27 2011

ARIZONA CORP. COMM
400 W CONGRESS STE 218 TUCSON AZ 85701

Respondents David Shorey, Mary Jane Shorey, and Cell Wireless Corporation
(US Social) (collectively Shorey) submit their brief.

Shorey answered the Notice of Opportunity for Hearing Regarding Proposed
Order to Cease and Desist, Order for Restitution, Order for Administrative Penalties, And
For Other Affirmative Action (Notice) for US Social because 80% owner Cosenza
ignored the Securities Division.

1 Cease and Desist, Order for Restitution, Order for Administrative Penalties and Consent
2 to Same (Decision). (*Exhibit 1*)

3 Starting at paragraph 24 at page 4 of the Decision, Cosenza did not contest
4 wrongdoing. Cosenza is liable as the “primary violator.”

5 Cosenza signed, at page 13 of the Decision, to consent on *July 20, 2011*, the
6 second day of the hearing in this matter. Yet, the Securities Division did not disclose this
7 to either the Judge or Shorey. Certainly, even though not yet adopted by the Arizona
8 Corporation Commission, Shorey would have used Cosenza’s consent at the hearing.
9 Cosenza’s consent should have been disclosed to Shorey.

10 Not disclosing Cosenza’s consent simply was not fair.

11 Very significantly, Cosenza, and no one else, agreed to the following:

12 23. In or around February 2008 through early March 2008,
13 COSENZA and Cell Wireless, through COSENZA, met with
14 two prospective investors in Arizona related to an investment
15 opportunity involving issuance of stock in U.S. Social Scene.

16 24. COSENZA and Cell Wireless, through COSENZA,
17 told one of the prospective investors that there was no risk
18 related to the stock purchase and that investors would not lose
19 any of their funds.

20 25. COSENZA and Cell Wireless, through COSENZA,
21 told one of the prospective investors was told that he would
22 receive the return of his original principal amount plus stock in
23 U.S. Social Scene. The other prospective investor was told that
24 his stock would never be devalued.

Page 4 of the Decision.

25 Obviously the prospective investors were Josh Benson and Terry Benson. (Terry
26 Benson was the only one of these two to invest.)

27 As to who “controlled” US Social, Cosenza agreed that he controlled US Social.

28 6. COSENZA directly or indirectly controlled MEDIA
and Cell Wireless within the meaning of §44-1999.

Therefore, COSENZA is jointly and severally liable under
A.R.S. § 44-1999 to the same extent as MEDIA and Cell
Wireless for their violations of A.R.S. § 44-1991.

Page 7 of the Decision.

1 Paragraph 6 is in the Decision under “Conclusions of Law.”

2 The Decision resolved who was the “primary violator” and who controlled US
3 Social – Cosenza.

4 **2. The Disputed and Non-Convincing Evidence by the Securities Division.**

5 The Securities Division presented two witnesses, Josh Benson and Terry Benson,
6 who tried to testify about one meeting over three years ago. Most significant, Shorey was
7 at that meeting for only 30-45 minutes. Because Josh Benson (Optimal Financial)
8 received free US Social stock, Terry Benson was the only investor that Shorey ever met,
9 and Shorey did not even know that Terry Benson was an investor. At the time Terry
10 Benson was an investor, not a potential investor.

11 At paragraph 33 at page 5 of the Decision, Cosenza agreed that seven investors
12 bought US Social stock for \$130,000. Shorey only met one, Terry Benson, who already
13 had committed to invest \$50,000.

14 Of course, accurately recalling who said what and whether Shorey was present
15 when someone said something over three years ago is impossible.

16 Moreover, both Shorey and Brandon adamantly rejected and testified to the
17 opposite of the Bensons’ vague testimony.

18 In weighing the conflicting evidence, at best, there is a draw. Moreover, the better
19 analysis is that Shorey did nothing wrong. Better evidence is required to hold Shorey
20 liable. However the evidence is weighed, the evidence is inadequate to find Shorey liable.

21 **3. Shorey Did Not Make Any Statement to Any Prospective Buyer**

22 The absolute irony in this matter is that the “sort of” complaining witnesses (Josh
23 Benson and Terry Benson) were insiders in US Social, received or bought US Social
24 stock in their own company, and sold US Social stock to their family and friends, on
25 “inside” information. Page 120, Line 5-10 and Page 123, Lines 3-8.

26 Although Josh Benson and Terry Benson were insiders and admitted to promoting
27 the stock to other family members and friends, the Securities Division did not accuse
28 them of any wrongdoing.

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Every one of the 7 people at that meeting was an insider of US Social. Six were officers and/or members of the US Social Board of Directors. Brandon was a consultant.

Shorey arrived late to the meeting and left early. Page 147, Lines 20-24. Josh Benson's testimony was that Brandon talked about US Social stock and Shorey was present and said nothing and Josh Benson "inferred" something. Josh Benson's "inference" as to Shorey assumes that Shorey was then at the meeting and, given Shorey's hearing difficulty, that Shorey even heard what allegedly was said by someone else.

Josh Benson testified:

Q. And what was David Shorey saying at this meeting?
A. David Shorey was going over the financials of U.S. Social Scene, going over how the stocks would work, how – you know, we were going to be moving forward with U.S. Social Scene becoming or taking over the shell of Cell Wireless.
Page 101, Lines 23-25 to Page 102, Lines 1-3.

Josh Benson also testified:

Q. Okay. Now, you said before that, as the financial officer with U.S. Social Scene that Mr. Shorey had made some kind of statements regarding Social Scene finances; correct?
A. Yes.
Page 148, Lines 17-21.

Of course, discussing US Social financials was Shorey's role as Chief Financial Officer.

///
///

1 Regarding purchasing US Social stock, Josh Benson testified:

2 Q. What was said about risk, and who it said?

3 A. Thomas Brandon specifically said, and I quote, "We
4 can't legally say that this is a for sure thing, but it's a for sure
5 thing," and everybody was present in the room at the time.

6 Q. Was David Shorey present?

7 A. Yes.

8 Page 102, Lines 19-25.¹

9 Josh Benson understood that Brandon's alleged statement was only Brandon's
10 "opinion."²

11 Q. And you understood that to be Mr. Brandon's opinion;
12 correct?

13 A. I understood that to be the opinion of U.S. Social
14 Scene/Cell Wireless.

15 Q. But an opinion?

16 A. As a whole.

17 Q. But an opinion nevertheless; correct?

18 A. Yes.

19 Page 149, Lines 1-8.

20 Finally, Josh Benson concluded that he has no complaint.

21 Q. (BY MR. HEURLIN) Now, Josh your testimony was
22 that Mr. Shorey never made any comments regarding no risk,
23 guaranteed, never lose your money, never devalue, anything
24 like that; is that right? Correct?

25 A. To the best of my knowledge, I don't recall him saying
26 that. The only thing I recall was everybody being in the room
27 when Thomas Brandon said that, and nobody corrected him.

28 Q. Okay. Now, are you complaining about something in
this proceeding, Josh?

A. No, I'm not.

Page 151, Lines 11-21.

¹ Josh Benson added "sure win" and "no way could lose." Page 102, Line 5-23. Terry Benson added "can't miss." Page 242, Lines 14-19.

² See, *Hall v. Romero*, 141 Ariz. 120 (App. 1984). The statement "I'm sure you'll never find a better, more secure investment" held an unactionable opinion.

1 **b. Terry Benson**

2 **b-1. A Sophisticated Insider and Seller**

3 Terry Benson is a physician and sophisticated, accredited investor.

4 Josh Benson invited his father Terry Benson to the February 29, 2008, meeting.
5 Terry Benson had loaned \$120,000 to his son Josh for Optimal Financial, that ultimately
6 went out of business.

7 Terry Benson was an officer, Director of Medical Sales, of Optimal Financial
8 (*Exhibit 7*). Terry Benson also was a member of the US Social Board of Directors
9 (*Exhibit 7*). Terry Benson was to be paid \$10,000/month by US Social. RS 70 (*Exhibit 2*)
10 and 72 (*Exhibit 3*).

11 Prior to the February 29, 2008, meeting, Terry Benson committed himself to buy
12 US Social penny stock for \$50,000 on February 28, 2008. S-18, Bates ACC 000042-
13 000045. (*Exhibit 8*)³ The date Terry Benson bought US Social stock was February 28,
14 2008. Page 527, Lines 3-5. Terry Benson wanted to double his money in a short time.
15 Page 278, Lines 1-14. Terry Benson wanted to get back the \$120,000 that he loaned to
16 his son Josh. As a member of the US Social Board of Directors, Terry Benson bought
17 stock in his own company.

18 Terry Benson *could not* have relied on anything said at the meeting to buy stock,
19 because he already bought stock. Terry Benson was an investor, not a “potential
20 investor.”

21 Terry Benson was the only investor who ever even met Shorey, for about 30-45
22 minutes. At that time, Shorey did not know that Terry Benson had bought stock. Shorey
23 never met or communicated or had any knowledge of the other six investors.

24 Terry Benson testified that Shorey arrived to the meeting late and left early. Page
25 241, Lines 2-6. Also, that Shorey was at the meeting for 30-45 minutes. Page 241, Lines
26
27

28 ³ Although Terry Benson testified that he invested \$60,000, Page 226, Line 24, he invested \$50,000. Exhibit 8. Terry Benson got his wife Betty Benson to invest \$10,000.

1 7-9. Four times, Terry Benson could not remember if Shorey was present when the
2 alleged statements were made:

3 (1)

4 Q. Okay. What was – when these statements were being
5 made – let’s use for example this “can’t-miss opportunity” –
6 who was around in that meeting to hear that statement?

7 A. It was Joe Cosenza, Tom Brandon, Steve Anderson,
8 Dean Gekas, Josh Benson, and myself. And, to be fair, I don’t
9 recollect if Dave Shorey was present. He was present, to my
10 recollection, about half an hour to 45 minutes, and I don’t
11 remember exactly whether he was there at that time or not.
12 Page 219, Lines 14-23.

13 And Terry Benson testified:

14 (2)

15 Q. Do you know David Shorey would have heard these
16 statements?

17 A. I cannot answer that with any degree of certainty.
18 Page 219, Lines 13-16.

19 And Terry Benson testified:

20 (3)

21 Q. Okay. When that information was presented to you, do
22 you remember who was around?

23 A. I believe Joe Cosenza, Tom Brandon, Steve Anderson,
24 Dean Gekas, Josh Benson, and myself.

25 Q. And what about David Shorey?

26 A. I don’t – I don’t remember.
27 Page 222, Lines 18-23.

28 And Terry Benson testified:

(4)

Q. Okay. And again, you don’t remember whether Mr.
Shorey was present specifically; correct?

A. I do not. It’s too long ago.
Page 243, Lines 6-8.

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Terry Benson described the meeting:

Q. And was this meeting around a dining room table, kitchen table, something like that?

A. It was. It was around the dining room table.

Q. And were all the people there at some point in time talking about whatever?

A. Correct.

Page 241, Lines 10-15.

Shorey agreed:

Q. Okay. During that period of time, would you characterize that meeting as a formal meeting or as a meet-and-greet meeting with individuals wandering around the room, speaking to each other, talking about various subjects?

A. I was told it was a meet-and-greet meeting. I went to the meeting for half an hour. It was a meet-and-greet meeting. There was one piece of furniture in that house with a bunch of chairs around the table. Nobody sat down during the half hour that I was in that meeting.

Page 341, Lines 6-16.

Finally, whatever was said, who said it, or whether what was said was heard correctly or even heard at all, Terry Benson testified:

Q. (BY MR. HEURLIN) Dr. Benson, when you refer to whatever Mr. Shorey said, you were talking about his essential financial report that he briefly did at that meeting that one time; is that correct?

A. Correct.

Page 284, Lines 22-25 to Page 285, Line 1.

Terry Benson did testify that Shorey was a CPA and knew the status of US Social. Page 219, Line 17 to Page 220, Lines 1-6, Page 241, Lines 23-25 to Page 242, Lines 1-13. Of course, since Shorey was Chief Financial Officer of US Social, knowing the status of US Social was one of Shorey's duties.

1 Terry Benson had a history of gambling on high risk penny stocks, similar to US
2 Social. Terry Benson lost \$60,000 on an investment in putting *pet remains in a ring*.
3 Terry Benson understood risk and could afford to lose money.

4 Terry Benson had a duty as an investor to conduct due diligence.

5 On April 18, 2008, Terry Benson resigned from the US Social Board of Directors.
6 S-23, Bates 586 (*Exhibit 7*). Terry Benson resigned because he had not been paid his
7 \$10,000/month.

8 **b-2. The February 29, 2008, Meeting**

9 Terry Benson's vague recall of the meeting included an alleged opinion, such as
10 US Social was a "can't miss" investment. (See footnote 1 for other versions of this.)

11 Such opinions are common by investors who speculated and lost money. Shorey
12 denies making such a statement or even hearing someone else make such a statement.
13 Brandon corroborated Shorey's testimony.

14 In any event, "can't miss" and the other versions obviously are *opinions* and *not*
15 *statements of facts*. Josh Benson and Terry Benson could not reasonably rely on such
16 opinions as a reason to invest. See, *Hall v. Romero* (footnote 2). See. *Law v. Sidney*, 47
17 Ariz. 1 (1936) and *Ahmed v. Collins*, 23 Ariz. App. 54 (1975).

18 **4. Shorey Was Not a Control Person**

19 "Control person" liability is pursuant to A.R.S. 44-1999 and *Eastern Vanguard*
20 *Forex, Ltd. v. Arizona Corporation Comm'n.*, 206 Ariz. 399, 79 P3d 86 (App. 2003).

21 Simply, "control" means "control." Shorey never had the power or ability to
22 control the "primary violator," Cosenza, the President and 80% owner of US Social.

23 *Eastern Vanguard Forex* explained:

24 The evidence need only show that the person targeted
25 as a controlling person had the legal power, either
26 individually or as part of a control group, to control the
27 activities of the primary violator.
28

1 Here, Cosenza, the “primary violator,” owned 80% of US Social stock. Cosenza
2 had control of US Social. Cosenza acted on his own. Page 453, Lines 12-17. No one
3 controlled Cosenza, the “primary violator.”

4 Shorey owned 3.9% of US Social stock. Shorey could not control Cosenza or US
5 Social.

6 Clearly, Cosenza controlled US Social and no one controlled Cosenza.

7 Brandon testified:

8 Q. (BY MR. HEURLIN) Mr. Brandon, during this role
9 and period of time, we will say January, February, March,
10 April, 2008, did Mr. Shorey exercise control over Mr.
11 Cosenza?

12 A. He did not.

13 Q. Did Mr. Shorey exercise control over U.S. Social
14 Scene?

15 A. He did not.

16 Q. Did Mr. Shorey supervise in any way Mr. Cosenza?

17 A. No, he did not.

18 Page 522, Lines 6-15.

19 The Securities Division contends that Shorey was a control person because:

- 20 1. Shorey’s home address was used to save office rental expenses.
- 21 2. Shorey was the sole signatory on a bank account because Cosenza refused
22 to sign the bank signature card because of Cosenza’s IRS problems. Page 351, Lines 8-20.
- 23 3. Shorey was a Director and properly performed as a Director.
- 24 4. Shorey was an Officer and properly performed as Chief Financial Officer.
- 25 5. Shorey obtained a form subscription agreement from the SEC’s EDGAR
26 site. Exhibit S-18, 29, and 48. Page 350, Lines 1-7.
- 27 6. Shorey signed documents at the direction of the Board of Directors.
- 28 7. Shorey gave the EDGAR form subscription agreement to Cosenza. (Note –
Cosenza revised that subscription agreement and signed the subscription agreements.
Exhibit S-3. See *Exhibit 8*.)

1 Significantly, none of the above has anything to do with the power to control
2 Cosenza. None of this has any basis in law that even is relevant to “control.” All of these
3 factors are Shorey’s performance of administrative matters that have nothing to do with
4 controlling US Social or Cosenza, the “primary violator.”

5 None of the above is inconsistent with Shorey’s duties as Chief Financial Officer
6 and Director.

7 Cosenza sold US Social stock because no none knew that he was doing or had the
8 power (control) to stop him.

9 The Securities Division presented no evidence, at all, that Shorey had the power to
10 control Cosenza, the “primary violator.”

11 A.R.S. § 44-1999 states the statutory defenses to an allegation of control person
12 liability:

13 ... unless the controlling person had no knowledge of or
14 reasonable grounds to believe in the existence of the facts by
15 reason of which the liability of the controlled person is
16 alleged to exist.

17 B. Every person who, directly or indirectly, controls any
18 person liable for a violation of section 44-1991 or 44-1992 is
19 liable jointly and severally with and to the same extent as the
20 controlled person to any person to whom the controlled
21 person is liable unless the controlling person acted in good
22 faith and did not directly or indirectly induce the act
23 underlying the action.

24 Shorey proved the statutory defenses. First, Shorey “had no knowledge of or
25 reasonable grounds to believe in the existence of the facts by reason of which the liability
26 of the controlled person is alleged to exist.” Second, Shorey “acted in good faith and did
27 not directly or indirectly induce the act underlying the action.

28 In sum, the Securities Division proved nothing relevant to the issue of control and
Shorey proved both defenses to the control allegation.

5. Shorey Did Not Make Any Statement, Certainly Not a Misrepresentation

 Shorey testified that at all times he acted in good faith and at the direction of the
US Social Board of Directors.

1 Shorey testified about the 30-45 minutes that he was at the February 29, 2008,
2 meeting:

3 Q. Now, during the course of that meeting did you ever
4 say anything like, that this U.S. Social Scene stock was no
5 risk, great investment, couldn't lose your money, anything
6 like that?

7 A. No.

8 Q. When you were present did anybody else at that
9 meeting make any kind of similar statement?

10 A. When I was there, no stock was discussed.
11 Page 291, Lines 5-12.

12 Shorey understood the purpose of that meeting.

13 Q. But when you were there, you understood that you
14 were meeting Optimal, a company that had a contract with
15 U.S. Social Scene, and Optimal principals, as opposed to
16 meeting any potential investor, correct?

17 A. Correct.

18 Page 307, Lines 19-23.

19 And, Shorey understood, at the time of the meeting, what could and could not be
20 said about selling stock.

21 Q. And so you knew – did you know what could and
22 could not be said in connection with a potential sale of a
23 security?

24 A. I did, and I remember those rules well.

25 Page 306, Line 25 to Page 307, Lines 1-3.

26 Shorey said nothing about the sale of securities. Page 307, Lines 24-25 to Page
27 308, Lines 1-2.

28 Cosenza made the misrepresentations and consented to the Arizona Corporation
Commission Decision. (*Exhibit 1*)

Shorey denied making any misrepresentations. Moreover, Shorey made no
statements at all about selling stock. Brandon corroborated Shorey's testimony.

1 Shorey's brief attendance at the February 29, 2008, meeting involved nothing
2 other than a "meet and greet" among 7 insiders of US Social. Shorey said nothing other
3 than to answer questions about US Social, as Chief Financial Officer.

4 Shorey was not aware of any sale of stock to any investor until April 17, 2008,
5 long after the February 29, 2008, meeting.

6 After finding out about the stock sales, as Chief Financial Officer, Shorey asked
7 for the sales documents. RS 22 (*Exhibit 9*) and 57 (*Exhibit 10*). Betty Benson, whom
8 Shorey never met, refused to give Shorey the sales documents. Pacific Stock Transfer
9 Company refused to transfer stock to any buyer because Cosenza refused to pay an
10 outstanding balance. S-41, Bates ACC 002737 (*Exhibit 11*). Page 454, Lines 10-25, to
11 Page 455, Lines 1-5.

12 \$20,000 went to US Social for Shorey to pay legitimate, past due unpaid bills
13 owed by US Social. Shorey used those funds as directed.

14 Shorey was not reimbursed for approximately \$89,000 in expenses that he
15 incurred for US Social. Page 455, Lines 6-25 to Page 456, Lines 1-6. The entire \$20,000
16 was disbursed for legitimate expenses.

17 Q. Okay. Now, back to my question of these checks that
18 we went over line by line that were written off the \$20,000
19 that came in, were all of those payments on legitimate U.S.
20 Social Scene debts that were then owed?

21 A. Every dollar.

22 Q. And when you wrote checks to pay legitimate bills, did
23 you have a sense that you were doing anything wrong
24 whatsoever?

25 A. Not whatsoever.

26 Page 370, Lines 22-25 to Page 371, Lines 1-5.

27 Shorey lost more money in US Social than Terry Benson.

28 **6. Brandon Corroborated Shorey's Testimony**

As with Shorey, Brandon knew that the purpose of the meeting was to meet the
Optimal officers:

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Q. Did you have discussions with David Shorey about that meeting before it occurred?

A. I told him – he told me he had a very busy day, and I told him it was a meet-and-greet meeting because that was what I had been advised. We were there to meet Terry Benson.

And for David, it was his first time meeting the other members of that – that were in attendance. He did not know Josh. He did not know Steven. he did not know anything.
Page 518, Lines 16-25.

At the meeting, Brandon never heard any conversation regarding selling stock.

Q. Now, during the time Mr. Shorey was there, do you recall anybody – Mr. Shorey, Cosenza, anybody at all – saying that the U.S. Social Scene stock was can't miss or no risk or sure thing or anything like that?

A. I never heard that in any of the conversations, and I did not participate in stating that in any conversation, and I know David Shorey did not.
Page 524, Lines 19-25.

Finally, Brandon gave an opinion about Shorey's honesty and truthfulness.

Q. Over the years have you formed an opinion as to his honesty and truthfulness?

A. Yes, I have.

Q. And what is that opinion?

A. I believe that he is first and most importantly as an accountant, he carries and oftentimes refers to his fiduciary responsibility.

Secondly, I believe as an individual he is an honest individual. And if a mistake occurs, he tries to rectify it.
Page 526, Lines 4-13.

7. Conclusion

Shorey made no statements at all about selling US Social stock. Shorey did not know about any stock sale until the Optimal Financial people resigned from their positions with US Social on April 17, 2008.

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1 After discovering the sales, Shorey asked for the sales documents so that Shorey
2 could process the sales through Pacific Stock Transfer (S-41, page 2738), US Social's
3 transfer agent. The buyers refused to supply Shorey with the documents.

4 Shorey acting in good faith at all times, did not supervise or control Cosenza, or
5 anyone else.

6 At the hearing, the Securities Division proved that Cosenza was the wrongdoer.
7 The Securities Division did not prove that Shorey did anything wrong.

8 The Securities Division did not carry its burden of proof as to Shorey.

9 Shorey should be found not liable.

10 Fairly considering all of the Securities Division's exhibits and evidence, the
11 Securities Division did not satisfy its burden of proof as to Shorey.

12 DATED September 27, 2011.

HEURLIN SHERLOCK PANAH

By: Bruce Heurlin

Bruce R. Heurlin

Kevin M. Sherlock

Attorneys for Respondents David Shorey,

Mary Jane Shorey, and Cell Wireless Corporation

19 ORIGINAL AND THIRTEEN (13) COPIES of the foregoing
20 delivered on September 27, 2011, to:

21 Arizona Corporation Commission
22 400 W. Congress
23 Tucson, Arizona 85701

24 COPY of the foregoing mailed on September 27, 2011, to:

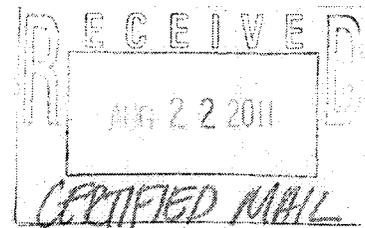
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Marc E. Stern
Administrative Law Judge
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Thomas L. Brandon and Diane M. Brandon
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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

GARY PIERCE, Chairman
BOB STUMP
SANDRA D. KENNEDY
PAUL NEWMAN
BRENDA BURNS

Arizona Corporation Commission

DOCKETED

AUG 17 2011

DOCKETED BY

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In the matter of:
JOSEPH COSENZA, an unmarried man;
U.S. MEDIA TEAM, LLC, an Arizona
limited liability company;
THOMAS BRANDON and DIANE M.
BRANDON, husband and wife;
CELL WIRELESS CORPORATION, a
Nevada corporation, formerly known as U.S.)
Social Scene, a Nevada corporation;
DAVID SHOREY and MARY JANE
SHOREY, husband and wife;
Respondents.

DOCKET NO. S-20763A-10-0430

DECISION NO. 72525

**ORDER TO CEASE AND DESIST, ORDER
FOR RESTITUTION, ORDER FOR
ADMINISTRATIVE PENALTIES AND
CONSENT TO SAME**

**BY: JOSEPH COSENZA AND U.S. MEDIA
TEAM, LLC**

Respondents JOSEPH COSENZA, an unmarried man, and U.S. MEDIA TEAM, LLC, an Arizona limited liability company, ("Respondents") elect to permanently waive any right to a hearing and appeal under Articles 11 and 12 of the Securities Act of Arizona, A.R.S. § 44-1801 *et seq.* ("Securities Act") with respect to this Order To Cease And Desist ("Order"). Respondents admit the jurisdiction of the Arizona Corporation Commission ("Commission"); neither admit nor deny the Findings of Fact and Conclusions of Law contained in this Order; and consent to the entry of this Order by the Commission.

...

I.

FINDINGS OF FACT

1
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3 1. The Commission has jurisdiction over this matter pursuant to Article XV of the
4 Arizona Constitution and the Securities Act.

5 2. JOSEPH COSENZA ("COSENZA") is an unmarried individual who, at all times
6 relevant, resided in Arizona.

7 3. U.S. MEDIA TEAM, LLC ("MEDIA") is an Arizona limited liability company
8 organized on September 15, 2005. At all times relevant, MEDIA had its principal place of business in
9 Scottsdale, Arizona.

10 4. MEDIA is a manager-managed limited liability company. COSENZA has been a
11 member and manager of MEDIA since September 15, 2005. At all times relevant, COSENZA acted
12 on behalf of MEDIA.

13 5. Cell Wireless Corporation ("Cell Wireless") is a Nevada corporation. Cell Wireless
14 was incorporated in Nevada in December 2000.

15 6. At all times relevant, COSENZA was the chief executive officer, president and
16 member of the board of directors for Cell Wireless. At all times relevant, COSENZA acted on behalf
17 of Cell Wireless.

18 7. In January 2008, Cell Wireless purchased the assets of U.S. Social Scene from
19 COSENZA. Thereafter, COSENZA used the names U.S. Social Scene and Cell Wireless
20 interchangeably.

21 8. Cell Wireless changed its name to U.S. Social Scene on March 13, 2008. In February
22 2010, the company changed its name back to Cell Wireless. Unless the context suggests otherwise,
23 references to "U.S. Social Scene (formerly known as Cell Wireless)," "U.S. Social Scene," or "Cell
24 Wireless/U.S. Social Scene" all are intended to refer to Cell Wireless.

25 9. COSENZA and MEDIA may be referred to collectively as "Respondents."
26

1 **A. MEDIA PROMISSORY NOTE INVESTMENT**

2 10. In or around June 2007, an investor learned MEDIA was looking for investors.
3 The investor received, via email, a memorandum that described the investment.

4 11. In exchange for the receipt of the investor's funds in the amount of \$100,000,
5 MEDIA issued a promissory note ("note") to the investor. The note promised a return of 20
6 percent on the amount invested, with both principal and interest to be paid in thirty days.

7 12. The investor was told that all of the investor's funds would be used by COSENZA
8 and MEDIA to invest in one of COSENZA's companies. In reality, \$50,000 of the investor's funds
9 were wired to another's account and COSENZA used the remaining \$50,000 of the investor's funds
10 for his own personal use and benefit and to make payments to various individuals.

11 13. The note set forth that repayment was "backed by \$152,500 in commissions due
12 [MEDIA] on July 16, 2007." The commissions referenced were alleged to be owed to MEDIA,
13 pursuant to an advertising contract between MEDIA and the Sports Network.

14 14. MEDIA did not have a business relationship or a contract with the Sports Network.
15 Further, there were no commissions owed to MEDIA by the Sports Network.

16 15. COSENZA signed the note as Chairman/CEO of MEDIA.

17 16. The investor wired the funds to MEDIA's Arizona based bank account. COSENZA
18 was the only signatory on the account.

19 17. When the note issued to the investor came due, the investor did not receive either
20 the principal or the interest owed, with the exception of \$25,000. The investor continued to contact
21 COSENZA requesting the return of the invested funds and received promises that the funds would
22 be forthcoming.

23 **B. CELL WIRELESS CORPORATION/U.S. SOCIAL SCENE STOCK INVESTMENT**

24 18. On July 8, 2007, Cell Wireless authorized another to negotiate and complete the sale
25 of Cell Wireless to MEDIA. In a letter dated December 31, 2007, COSENZA was notified that
26 MEDIA was in default of the agreement to merge Cell Wireless and MEDIA.

1 19. On or about January 4, 2008, Cell Wireless sent a letter to COSENZA seeking to
2 confirm whether COSENZA was interested in merging COSENZA's business, U.S. Social Scene,
3 with Cell Wireless. The letter indicated that Cell Wireless would be the parent and U.S. Social
4 Scene would be a wholly-owned subsidiary.

5 20. On or about January 7, 2008, Cell Wireless entered into an asset purchase agreement
6 ("purchase agreement") with COSENZA. The effective date of the purchase agreement was
7 January 1, 2008. Pursuant to the purchase agreement, Cell Wireless purchased the assets of US
8 SOCIAL SCENE. In exchange, COSENZA received an eighty percent interest in Cell Wireless.

9 21. Upon execution of the purchase agreement, Cell Wireless began operating as U.S.
10 Social Scene.

11 22. As of January 7, 2008, COSENZA was one of two members of the board of
12 directors for Cell Wireless.

13 23. In or around February 2008 through early March 2008, COSENZA and Cell
14 Wireless, through COSENZA, met with two prospective investors in Arizona related to an
15 investment opportunity involving issuance of stock in U.S. Social Scene.

16 24. COSENZA and Cell Wireless, through COSENZA, told one of the prospective
17 investors that there was no risk related to the stock purchase and that investors would not lose any
18 of their funds.

19 25. COSENZA and Cell Wireless, through COSENZA, told one of the prospective
20 investors was told that he would receive the return of his original principal amount plus stock in
21 U.S. Social Scene. The other prospective investor was told that his stock would never be devalued.

22 26. COSENZA sent the investors unsigned subscription agreements. The subscription
23 agreements identified the number of shares that each investor had purchased in "U.S. Social Scene,
24 formerly known as Cell Wireless."

25 27. The subscription agreements listed COSENZA as President/CEO.

26 28. COSENZA and Cell Wireless, through COSENZA, told two prospective investors

1 that COSENZA owned other companies that would market U.S. Social Scene's database of
2 information as well as grow its Internet presence to increase the value of Cell Wireless/U.S. Social
3 Scene. COSENZA, along with the two prospective investors, visited the businesses that
4 COSENZA claimed he owned. COSENZA did not own the companies.

5 29. COSENZA was present when another directed at least one investor to wire funds to
6 a bank account that, unknown to the investor, was not in the name of or otherwise affiliated with
7 Cell Wireless.

8 30. COSENZA and Cell Wireless, through COSENZA, told prospective investors that
9 the funds would be used for operating expenses of the combined company, U.S. Social Scene and
10 Cell Wireless, or to make acquisitions.

11 31. In fact, some of the funds were used for purposes unrelated to the investment, such
12 as a partial repayment to an investor who had invested in MEDIA. Additionally, some of the
13 investor funds were transferred to the Cell Wireless bank account but some of those funds were
14 returned to another.

15 32. COSENZA and Cell Wireless, through COSENZA, failed to tell at least one investor
16 that COSENZA and his company, MEDIA, had defaulted on a prior merger agreement with Cell
17 Wireless.

18 33. At least seven investors invested \$130,000 in exchange for stock in Cell
19 Wireless/U.S. Social Scene.

20 34. Investors who purchased stock in U.S. Social Scene neither received stock
21 certificates nor were the investors listed in the records of the transfer agent.

22 35. To date, investors have not received a return on their investment or a refund of their
23 principal investment amount.

24 36. At all times relevant, Respondents have not been registered as securities dealers or
25 securities salesman with the Commission.

26 37. At all times relevant, the investments offered and sold by Respondents have not

1 been registered with the Commission.

2 **II.**

3 **CONCLUSIONS OF LAW**

4 1. The Commission has jurisdiction over this matter pursuant to Article XV of the
5 Arizona Constitution and the Securities Act.

6 2. Respondents offered or sold securities within or from Arizona, within the meaning
7 of A.R.S. §§ 44-1801(15), 44-1801(21), and 44-1801(26).

8 3. Respondents violated § 44-1841 by offering and selling securities that were neither
9 registered nor exempt from registration.

10 4. Respondents violated § 44-1842 by offering or selling securities while neither
11 registered as dealers or salesmen nor exempt from registration.

12 5. Respondents violated § 44-1991, in connection with the offer or sale of securities
13 within or from Arizona, by directly or indirectly: (i) employing a device, scheme, or artifice to
14 defraud; (ii) making untrue statements of material fact or omitted to state material facts that were
15 necessary in order to make the statements made not misleading in light of the circumstances under
16 which they were made; or (iii) engaging in transactions, practices, or courses of business that operated
17 or would operate as a fraud or deceit upon offerees and investors. Respondents' conduct includes, but
18 is not limited to, the following:

19 a. COSENZA, and MEDIA, through COSENZA misrepresented to one investor
20 that MEDIA had a business relationship and a contract with The Sports Network;

21 b. COSENZA and MEDIA, through COSENZA, misrepresented to one investor
22 that MEDIA was owed commission payments from The Sports Network;

23 c. COSENZA and MEDIA, through COSENZA, misrepresented to one investor
24 how his funds would be used in the MEDIA promissory note investment;

25 d. COSENZA misrepresented to one investor and one prospective investor that
26 COSENZA owned several companies that would grow U.S. Social Scene's Internet presence;

1 e. COSENZA misrepresented to one investor that there were no risks
2 associated with the stock purchase;

3 f. COSENZA misrepresented to investors that they would receive stock in
4 return for their funds;

5 g. COSENZA failed to disclose to one investor and one prospective investor
6 that COSENZA had failed to perform under the terms of the purchase agreement;

7 h. COSENZA failed to inform one investor and one prospective investor that
8 COSENZA and his company, MEDIA, had defaulted on a prior merger agreement with Cell
9 Wireless; and

10 i. COSENZA misrepresented to investors how their funds would be used in the
11 U.S.SOCIAL SCENE investment.

12 6. COSENZA directly or indirectly controlled MEDIA and Cell Wireless within the
13 meaning of §44-1999. Therefore, COSENZA is jointly and severally liable under A.R.S. § 44-1999
14 to the same extent as MEDIA and Cell Wireless for their violations of A.R.S. § 44-1991.

15 III.

16 ORDER

17 THEREFORE, on the basis of the Findings of Fact and Conclusions of Law, the
18 Commission finds that the following relief is appropriate, in the public interest, and necessary for
19 the protection of investors:

20 IT IS ORDERED, pursuant to A.R.S. § 44-2032, that Respondents and any of
21 Respondents' agents, employees, successors and assigns, permanently cease and desist from
22 violating the Securities Act.

23 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2032 that with respect to the Media
24 promissory note investment, Respondents, jointly and severally, shall pay restitution to the
25 Commission in the principal amount of \$75,000 plus interest from the date of purchase until paid in
26 full, subject to legal setoffs pursuant to A.A.C. R14-4-308. Payment is due in full on the date of

1 this Order. Payment shall be made to the "State of Arizona" to be placed in an interest-bearing
2 account controlled by the Commission. Any principal amount outstanding shall accrue interest at
3 the rate of 10 percent per annum from the date of purchase until paid in full. Interest in the amount
4 of \$41,260.27 has accrued from the date of purchase of the Media Investment to August 11, 2011.

5 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2032 that with respect to the Cell
6 Wireless Corporation/U.S. Social Scene investment, COSENZA shall pay restitution to the
7 Commission in the principal amount of \$130,000 plus interest from the date of purchase until paid
8 in full, subject to legal setoffs pursuant to A.A.C. R14-4-308. Payment is due in full on the date of
9 this Order. Payment shall be made to the "State of Arizona" to be placed in an interest-bearing
10 account controlled by the Commission. Any principal amount outstanding shall accrue interest at
11 the rate of 10 percent per annum from the date of purchase until paid in full. Interest in the amount
12 of \$44,806.85 has accrued from the date of purchase of the Media Investment to August 11, 2011.

13 The Commission shall disburse the ordered restitution and interest payments paid to the
14 State of Arizona on a pro-rata basis to investors shown on the records of the Commission. Any
15 ordered restitution and interest payments paid to the State of Arizona that the Commission cannot
16 disburse because an investor refuses to accept such payment, or any restitution funds that cannot be
17 disbursed to an investor because the investor is deceased and the Commission cannot reasonably
18 identify and locate the deceased investor's spouse or natural children surviving at the time of the
19 distribution, shall be disbursed on a pro-rata basis to the remaining investors shown on the records
20 of the Commission. Any ordered restitution and interest payments paid to the State of Arizona that
21 the Commission determines it is unable to or cannot feasibly disburse shall be transferred to the
22 general fund of the state of Arizona.

23 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2036, that COSENZA shall pay an
24 administrative penalty in the amount of \$20,000. Payment shall be made to the "State of Arizona."
25 Payment shall be made to the "State of Arizona." Any amount outstanding shall accrue interest as
26 allowed by law.

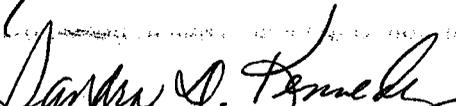
1 IT IS FURTHER ORDERED that payments received by the state of Arizona shall first be
2 applied to the restitution obligation. Upon payment in full of the restitution obligation, payments
3 shall be applied to the penalty obligation.

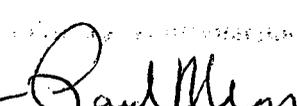
4 IT IS FURTHER ORDERED that this Order shall become effective immediately.

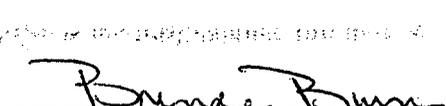
5 **BY ORDER OF THE ARIZONA CORPORATION COMMISSION**

6 
7 CHAIRMAN

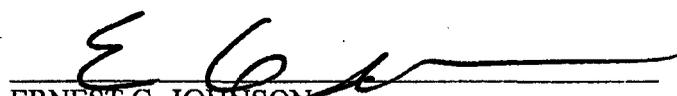

COMMISSIONER

8 
9 COMMISSIONER


COMMISSIONER


COMMISSIONER

11
12 IN WITNESS WHEREOF, I, ERNEST G. JOHNSON,
13 Executive Director of the Arizona Corporation
14 Commission, have hereunto set my hand and caused the
15 official seal of the Commission to be affixed at the
16 Capitol, in the City of Phoenix, this 17th day of
August, 2011.

17 
18 ERNEST G. JOHNSON
19 EXECUTIVE DIRECTOR

20 _____
21 *DISSENT*

22 _____
23 *DISSENT*

24 This document is available in alternative formats by contacting Shaylin A. Bernal, ADA
25 Coordinator, voice phone number 602-542-3931, e-mail sabernal@azcc.gov.

26 (JC)

CONSENT TO ENTRY OF ORDER

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1. Respondents JOSEPH COSENZA (“COSENZA”) and U.S. MEDIA TEAM, LLC (“MEDIA”) (collectively, “Respondents”) admit the jurisdiction of the Commission over the subject matter of this proceeding. Respondents acknowledge Respondents have been fully advised of their right to a hearing to present evidence and call witnesses and Respondents knowingly and voluntarily waive any and all right to a hearing before the Commission and all other rights otherwise available under Article 11 of the Securities Act and Title 14 of the Arizona Administrative Code. Respondents acknowledge that this Order to Cease and Desist, Order for Restitution, Order for Administrative Penalty and Consent to Same by Joseph Cosenza and U.S. Media Team, LLC (“Order”) constitutes a valid final order of the Commission.

2. Respondents knowingly and voluntarily waive any right under Article 12 of the Securities to judicial review by any court by way of suit, appeal, or extraordinary relief resulting from the entry of this Order.

3. Respondents acknowledge and agree that this Order is entered into freely and voluntarily and that no promise was made or coercion used to induce such entry.

4. Respondents understand and acknowledge that they have a right to seek counsel regarding this Order, and that they have had the opportunity to seek counsel prior to signing this Order. Respondents acknowledge and agree that, despite the foregoing, Respondents freely and voluntarily waive any and all right to consult or obtain counsel prior to signing this Order.

5. Respondents neither admit nor deny the Findings of Fact and Conclusions of Law contained in this Order. Respondents agree that they shall not contest the validity of the Findings of Fact and Conclusions of Law contained in this Order in any present or future proceeding in which the Commission or any other state agency is a party concerning the denial or issuance of any license or registration required by the state to engage in the practice of any business or profession.

6. By consenting to the entry of this Order, Respondents agree not to take any action or to make, or permit to be made, any public statement denying, directly or indirectly, any Finding of

1 Fact or Conclusion of Law in this Order or creating the impression that this Order is without factual
2 basis. Respondents undertake steps necessary to assure that all of Respondents' agents and
3 employees understand and comply with this agreement.

4 7. While this Order settles this administrative matter between Respondents and the
5 Commission, Respondents understand that this Order does not preclude the Commission from
6 instituting other administrative or civil proceedings based on violations that are not addressed by
7 this Order.

8 ~~8. Respondents understand that this Order does not preclude the Commission from~~
9 referring this matter to any governmental agency for administrative, civil, or criminal proceedings
10 that may be related to the matters addressed by this Order.

11 9. Respondents understand that this Order does not preclude any other agency or
12 officer of the state of Arizona or its subdivisions from instituting administrative, civil, or criminal
13 proceedings that may be related to matters addressed by this Order.

14 10. Respondents agree that neither of them will apply to the state of Arizona for
15 registration as a securities dealer or salesman or for licensure as an investment adviser or
16 investment adviser representative until such time as all restitution and penalties under this Order are
17 paid in full.

18 11. Respondents agree that neither of them will exercise any control over any entity that
19 offers or sells securities or provides investment advisory services within or from until such time as
20 all restitution and penalties under this Order are paid in full.

21 12. Respondents agree that they will continue to cooperate with the Securities Division
22 including, but not limited to, providing complete and accurate testimony at any hearing in this
23 matter and cooperating with the state of Arizona in any related investigation or any other matters
24 arising from the activities described in this Order.

25 13. Respondents consent to the entry of this Order and agree to be fully bound by its
26 terms and conditions.

1 14. Respondents acknowledges and understand that if either of them fails to comply
2 with the provisions of the order and this consent, the Commission may bring further legal
3 proceedings against such Respondent, including application to the superior court for an order of
4 contempt.

5 15. Respondents understand that default shall render Respondents liable to the
6 Commission for its costs of collection and interest at the maximum legal rate.

7 16. Respondents agree and understand that if either Respondent fails to make any
8 payment as required in the Order, any outstanding balance shall be in default and shall be
9 immediately due and payable without notice or demand. Respondents agree and understand that
10 acceptance of any partial or late payment by the Commission is not a waiver of default by the
11 Commission.

12 17. COSENZA represents that he is a manager of MEDIA and has been authorized by
13 name of MEDIA to enter into this Order for and on behalf of it.

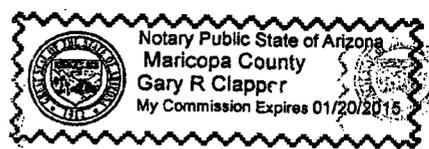
14
15 Joseph Cosenza
16 JOSEPH COSENZA

17 STATE OF ARIZONA)
18 County of) ss
19)

20 SUBSCRIBED AND SWORN TO BEFORE me this 20th day of JULY, 2011

21 Gary R. Clapper
22 NOTARY PUBLIC

23 My commission expires:



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U.S. MEDIA TEAM, LLC, an Arizona limited liability company

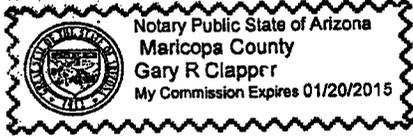
By: *Joseph Cosenza*
Joseph Cosenza
Its: Manager

STATE OF ARIZONA)
) ss
County of)

SUBSCRIBED AND SWORN TO BEFORE me this 20th day of JULY, 2011 .

Gary R. Clapper
NOTARY PUBLIC

My commission expires:



1 SERVICE LIST FOR: In the Matter of Joseph Cosenza et al.

2 Joseph Cosenza
3 4703 East Weaver Rd.
4 Phoenix, AZ 85050

5 U.S. Media Team, LLC
6 4703 East Weaver Rd.
7 Phoenix, AZ 85050

8 Bruce R. Heurlin
9 Kevin M. Sherlock
10 HEURLIN SHERLOCK PANAHI
11 1636 North Swan Road, Suite 200
12 Tucson, AZ 85712-4096
13 Attorneys for Respondents David Shorey,
14 Mary Jane Shorey and Cell Wireless Corp.

15 Diane M. Brandon
16 10206 East Desert Flower Place
17 Tucson, AZ 85749

18 Thomas Brandon
19 10206 E. Desert Flower Pl.
20 Tucson, AZ 85749

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US SOCIAL SCENE
SCOTTSDALE, ARIZONA

MEMORANDUM

TO: Terry Benson
FROM: Tom Brandon
DATE: April 2, 2008
RE: Follow Up to Our 4-1-08 Conversation

*No copy
To Shorey*

.....

Terry, after our conversation last night there are a number of things that came to mind that I would like to share with you. I am forwarding you a memo that I sent to all of the team yesterday encouraging them to keep moving forward. I have seen in their body language and their voice tone classic signs of stress and some depression. I am not saying that the signs are not warranted given what you shared with me last night in our conversation concerning Joe's day-to-day promises that his money would be freed up any day and he would pay the \$40,000.00 that Josh, Dean, Steve and you were promised in your agreements with Joe. As I indicated I was not privileged to the details of your deal with Joe; however, I do have some thoughts and concerns that I want to share with you.

I have been in meetings with all of the team where Joe has openly stated that he expects the group to perform on both the convertible debentures and licensing agreements. I am aware that Joe has promised a \$25,000.00 buy in on each of the hundred thousand dollar payments from the convertible debentures and licensing agreements. As I indicated in our conversation, it is my feeling that the group over-stated their ability to sell these programs.

From a strictly business standpoint, I do not understand how Joe would have promised \$40,000.00 a month to four individuals totaling over \$480,000.00 a year without expecting them to generate income to cover those expenses. Again, I must emphasize that I am not challenging the facts as you stated them, I am questioning the wisdom as a business consultant that the expenditures are not directly connected to the income produced from those sources. The nearly \$500,000.00 expenditure doesn't take into consideration general operating expenses and payments to other individuals who have been working with Joe for a longer period of time. I know as a consultant, Lonna and I from the beginning nearly sixteen months ago knew that our fees would be paid from income that we help generate. To date while we have a contract, we have not expected a monthly payment without generating income.

Cell-Shorey-1 #70

Exhibit 2

Memo to Optimal Financial and The consortium Corporate Board: April 2, 2008

The following is a breakdown of expenses for The Consortium I want Optimal to handle our finances for April 2008. We can finalize all our materials as well as sell licensing agreements.

April 2008 Priorities and expenses:

NO COPS TO Shorey

\$80,000.00 Optimal (March-April salaries) \$25,000.00 buy-ins will be added upon discussions)

\$168,000.00 Cell Wireless (public arm) plus \$71,000.00 MISC. Total= \$239,000.00

\$50,000.00 Mission E Commerce (office and buy in)

\$100,000.00 Sipx (full operational communications (\$962,000.00 in equipment for USSS)

\$250,000.00 Steven Harper (full facilitation of emails, servers, software, and hardware)

Thomas Brandon \$52,500.00 (underwriting) \$40,000.00 Operational (services rendered) = \$92,500.00

\$100,000.00 media buy commitment (\$400,000.00 in Total Media)

\$25,000.00 (Operational: Office Furniture, Electronics, Printers and Expenses)

Total: \$936,500.00

Trycera: \$200,000.00 (discussions among our group)

Total: \$1,136,500.00

Welcome to my world!

Sincerely,

Joseph Cosenza

Chairman/CEO

Cell-Shorey-1 #72

Exhibit 3

EXHIBIT
12
Shorey
7/14/09

MINUTES OF MEETING OF THE
BOARD OF DIRECTORS OF
CELL WIRELESS CORPORATION

A meeting of the Board of Directors of Cell Wireless Corporation was held on March 14, 2008 at 2:30 PM., at 6959 East Wild Canyon Place, Tucson, Arizona 85750, for the following purpose(s):

Electing officers for the Calendar year 2008

Joe Cosenza acted as Chairperson, and David Shorey acted as Secretary of the meeting.

The chairperson called the meeting to order.

The following persons were present at the meeting:

This meeting was held telephonically with Mr. Cosenza from Scottsdale Arizona and Mr. Shorey attended in Tucson, Arizona at the corporate office of the Company.

Discussion contained the following comments.

The following slate of officers were presented to the Board of Directors

Joseph Cosenza, Chief Executive Officer, President

David L. Shorey, Chief Financial Officer

Steve Anderson, Chief Operations Officer

Josh Benson, Chief Technical Officer

Dean Gekas, VP National Sales

Steven Harper, VP Marketing

John Bohringer, VP International Marketing

The Directors voted for the slate of officers as presented and they were unanimously elected.

There being no further business to come before the meeting, it was adjourned on motion duly made and carried.

Date: March 14, 2008

Signature: Joe Cosenza

Printed Name: Joe Cosenza

Title: Chairman of the Board of Directors

Date March 14, 2008

Signature: David L. Shorey

Printed Name: David Shorey

Title: Secretary, Director

**MINUTES OF MEETING OF THE
BOARD OF DIRECTORS OF
CELL WIRELESS CORPORATION**

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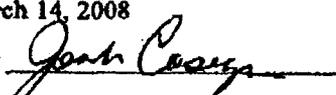
Steven Harper, VP Marketing

John Bohringer, VP International Marketing

The Directors voted for the slate of officers as presented and they were unanimously elected.

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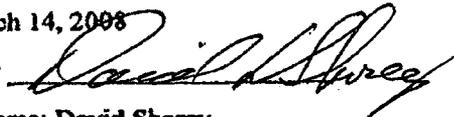
Date: March 14, 2008

Signature: 

Printed Name: Joe Cosenza

Title: Chairman of the Board of Directors

Date March 14, 2008

Signature: 

Printed Name: David Shorey

Title: Secretary, Director

RECEIPT

FROM: U.S. Social Scene, Inc.
9393 North 90th Street, Suite 102
Scottsdale, Arizona 85258

TO: Name of Investor: OTPMAN FINANCIAL LLC
Mailing Address: 1700 N. GULF STREAM BLVD
City, State, Zip: MIAMI, FL 33132
Total Amount Paid: \$1,250.00
Number of Shares: 50,000

The undersigned hereby elected to purchase 50,000 shares of common stock of U.S. Social Scene, Inc., a Nevada corporation (formerly Cell Wireless Corporation, the "Company") at a purchase price of \$ 0.025 (two and one-half cents) per share. These shares cannot be diluted or reduced in quantity in any manner due to any roll back or outstanding share correction due to action or actions of the Board of Directors or Officers of the Company at any time after purchase.

Dated this 16 day of April, 2008.

OTPMAN FINANCIAL LLC
(Name of Investor)

U.S. SOCIAL SCENE, INC.

By: [Signature]

By: Joseph Casenza
Joseph Casenza, President/CEO

8. This Subscription Agreement may not be assigned by the undersigned and any attempt by the undersigned to assign this Agreement shall nullify and void the Agreement. Subject to the preceding sentence, this Subscription Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrations, legal representatives, successors and assigns of the undersigned.

Date: 2/28/08

Joe Cosenza
Signature of Subscriber

Social Security or Tax
Identification Number: [REDACTED]

If this is a joint subscription, please complete the following:

Print Name of Subscriber

Date _____

Signature of Subscriber

Social Security or Tax
Identification Number: _____

CHECK ONE:

Tenants in Common

Joint Tenants with Right of Survivorship

The Subscription is accepted on this 28 day of February, 2007.

US Social Scene, Inc

By: _____
Joseph Cosenza, President/CEO

ACC000045
JOE
COSENZA

Exhibit 6

Apr. 21. 2008 12:24PM

No. 0556 P. 1

— Original Message —

From: Steven Anderson

To: U.S. Media Team

Cc: Steven Anderson; dean@optimalfinancial.com; terry@optimalfinancial.com; josh@optimalfinancial.com

Sent: Friday, April 18, 2008 12:42 PM

Subject: Resignation and Termination

April 18th, 2008

2-21-08 K

Mr. Joseph Cosenza
U.S. Social Scene, Inc.

[Redacted]
AZ [Redacted]

Dear Joe,

Please accept this letter as our letter of resignation as members of the board of directors of U.S. Social Scene. These positions are spelled out in the contract dated February 21, 2008, between U.S. Social Scene and Optimal Financial. This resignation is to take effect immediately this 18th day of April, 2008.

This letter also serves as our notice to terminate the contract dated February 21, 2008, between U.S. Social Scene and Optimal Financial. The reason for this termination is due to failure to perform on all parties. Therefore all terms of the contract dated February 21, 2008, between U.S. Social Scene and Optimal Financial are null and void effective immediately this 18th day of April, 2008.

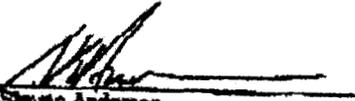
Sincerely,

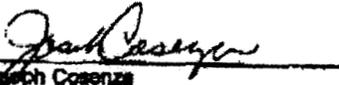
Josh Benson, CEO—Optimum Marketing Group/Optimal Financial

Steven Anderson, President—Optimum Marketing Group/Optimal Financial

Terry Benson, Director of Medical Sales—Optimum Marketing Group/Optimal Financial

Dean Gekas, Vice President of Sales—Optimum Marketing Group/Optimal Financial

By: 
Steven Anderson
President
Optimal Financial

By: 
Joseph Cosenza
CEO
U.S. Social Scene

S-23

Exhibit 7

ACC000586
JOE
COSENZA

(c) The undersigned has evaluated the high risks of investing in the Company, including the fact that it is uncertain when, if ever, the Company will generate any earnings:

(d) The undersigned has been given the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering, and to obtain additional information necessary to verify the accuracy of the information the undersigned desired in order to evaluate the undersigned's investment:

(e) The residence of the undersigned set forth below is the true and correct residence of the undersigned, and the undersigned has no present intention of becoming a resident or domiciliary of any other state or jurisdiction:

(f) In making the decision to purchase the common stock subscribed for herein, the undersigned has relied solely upon independent investigations made by or on behalf of the undersigned:

(g) The common stock subscribed for herein is being acquired by the undersigned in good faith solely for the undersigned's own personal account, for investment purposes only, and is not being purchased with a view to, or for, distribution, subdivision or fractionalization thereof:

(h) No federal or state agency has made any finding or determination as to the fairness of an investment in the Company, or any recommendation or endorsement of this offering:

(i) The undersigned understands that all of the representations and warranties of the undersigned contained herein, and all information furnished by the undersigned to the Company, are true, correct and complete in all respects:

(j) The undersigned is an "Accredited Investor" as defined by Regulation D of the SEC since the undersigned satisfies one or more of the following categories (check one):

(i) The undersigned is a natural person whose net worth (i.e., total assets in excess of total liabilities), individually or jointly with his spouse, and inclusive of the value of his home, home furnishings and automobiles, exceeds \$1,000,000 at the time of purchase; or

(ii) The undersigned is a natural person whose personal income, not including the income of his spouse (even if they are purchasing with funds which are community property or as joint tenants or tenants in common), exceeded \$200,000 in each of the two most recent years, and who reasonably anticipates that such personal income will exceed \$200,000 in the current year ("income" means a

prospective investor's adjusted gross income as reported on his federal income tax return, increased by any deductions for long-term capital gains or depletion, any tax exempt interest and allocable losses of any partnership of which the undersigned is a partner) or the undersigned and his spouse's combined income has exceeded \$300,000 in each of the last two most recent years and is expected to exceed \$300,000 in the current year; or

_____ (iii) The undersigned is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Securities Act of 1974 and (a) the investment decision is made by a plan fiduciary which is either a bank, savings and loan association insurance company or registered investment adviser; or (b) the plan has total assets in excess of \$5,000,000 or the plan is a self-directed plan, with investment decisions made solely by persons that are Accredited Investors.

_____ (iv) The prospective investor is an entity (e.g., organization described in IRS Section 501(c)(3), a corporation, partnership or business trust) of which either each of the shareholders, partners or equity owners (as appropriate) meets the requirements of any of categories (i), (ii) or (iii) above or has assets in excess of \$5,000,000 and was not formed for the purpose of making this investment.

The foregoing representations, warranties, agreements, undertakings and acknowledgments are made by the undersigned with the intent that they be relied upon in determining the undersigned's suitability as a purchaser of the Company's common stock. In addition, the undersigned agrees to notify the Company immediately of any change in any representation, warranty or other information that relates to the undersigned.

If more than one person is signing this Agreement, each representation, warranty and undertaking herein shall be a joint and several representation, warranty and undertaking of each such person. If the undersigned is a partnership, corporation, trust or other entity, the undersigned further represents and warrants that (i) the undersigned has enclosed with this Agreement appropriate evidence of the authority of the individual executing this Agreement to act on behalf of the undersigned, and (ii) the undersigned was not specifically formed to acquire the common stock subscribed for herein. If the undersigned is a partnership, the undersigned further represents that the funds to make this investment were not derived from additional capital contributions of the partners of such partnership.

6. All pronouns contained herein and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties hereto may require.

7. This Subscription Agreement shall be irrevocable. This Subscription Agreement and the undersigned's investment shall be governed by and construed in accordance with the laws of the State of Nevada.

8. This Subscription Agreement may not be assigned by the undersigned and any attempt by the undersigned to assign this Agreement shall nullify and void the Agreement. Subject to the preceding sentence, this Subscription Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrations, legal representatives, successors and assigns of the undersigned.

Date: 2/28/8

J. Benson
Signature of Subscriber

Social Security or Tax
Identification Number: [REDACTED]

If this is a joint subscription, please complete the following:

Print Name of Subscriber

Date _____

Signature of Subscriber

Social Security or Tax
Identification Number: _____

CHECK ONE:

Tenants in Common

Joint Tenants with Right of Survivorship

The Subscription is accepted on this 28 day of February, 2007.

US Social Scene, Inc

By: *Joseph Cosenza*
Joseph Cosenza, President/CEO

ACC000045
JOE
COSENZA

Exhibit 8

SmartZone Communications Center

shorey@comcast.net

± Font size -

Re: Blog reply

From : betty benson <bensonb11@yahoo.com>

Tue Nov 18 2008 12:35:58 PM

Subject : Re: Blog reply**To :** shorey@comcast.net**Reply To :** bensonb11@yahoo.com

I do have some things, but my attorney has told me not to contact any of you. I just would like some resolution. They have taken a lot of money not only from me, but friends and family. I will talk with Josh concerning the contracts. They look fraud according to our attorney in this matter.

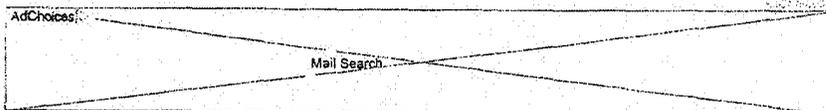
Betty

--- On Mon, 11/17/08, shorey@comcast.net <shorey@comcast.net> wrote:

> From: shorey@comcast.net <shorey@comcast.net>
> Subject: Blog reply
> To: bensonb11@yahoo.com
> Cc: "Joeseeph Cosenza" <usmedlateam@cox.net>, "Thomas Brandon" <thomaslbrandon@yahoo.com>
> Date: Monday, November 17, 2008, 1:00 PM
> Dear Ms. Benson
>
> I understand the frustration you must feel and want you to
> know that I too have been scammed. The reply that I have
> made to Josh is exactly the circumstances and it is the
> absolute truth.
>
> If you wish to have your attorney contact me, I will
> provide him with the exact records for the journals during
> the time of the investment you speak of and prove that I
> have given truthful statemnts. I have also not received any
> knid of contract from the investors. Doesn't someone
> have these contracts. I have asked Joe, Brandon, Josh,
> Jerry and now you.
>
> Josh was a director at the time so he should have a copy.
> Send them to me and maybe some action will happen
>
> --
> Best Regards,
> David L. Shorey
> The Business Source
> 6959 E Wild Canyon Place
> Tucson, Arizona 85750
> Phone 520-603-6979
> Fax 520-577-2585
> Mobil 520-603-6979

Cell-Shorey-1 #22

Exhibit 9



Contacts Calendar Notepad

What's New? Mobile Mail Options

Check Mail New

Get 3 Credit Scores Now

Previous | First | Back to Search Results

Mark as Read | Print

Delete Reply Forward Spam Move...

Fw: Fw: Resignature and Termination
"Thomas L. Brandon" <thomaslbrandon@yahoo.com>
"Ionna Walker" <ionnawalker@comcast.net>

Wednesday, February 18, 2008 8:47 PM

Folders

- Inbox (408)
- Drafts (200)
- Sent
- Spam (526) (Empty)
- Trash (Empty)

My Photos

My Attachments

Online

My Folders [Add - Edit]

- Alan Knitowski
- Andy Saks
- Armagn Kayra
- bank debenture...
- Bryan Kenyon
- Business Lend
- Daniel Chen
- David Shorey 2... (1)
- Eddie e-mail (7)
- UN READ E MAIL (6...
- Us media team (8)

On Tue, 4/29/08, US Media Team <usmediateam@cox.net> wrote:

From: US Media Team <usmediateam@cox.net>
Subject: Fw: Fw: Resignature and Termination
To: "Thomas L. Brandon" <thomaslbrandon@yahoo.com>
Date: Tuesday, April 29, 2008, 3:46 PM

Original Message

From: shorey@comcast.net
To: US Media Team
Sent: Friday, April 18, 2008 3:20 PM
Subject: Re: Fw: Resignature and Termination

Please send me the signatures copy by fax or scan for the corporate records

Also do not forget, I need the investor files and money reconciliation ASAP. I have not seen anything yet.

Best Regards,

David L. Shorey
The Business Source
6959 E Wild Canyon Place
Tucson, Arizona 85750
Phone 520-603-6979
Fax 520-577-2585
Mobil 520-603-6979

Original message

From: "US Media Team" <usmediateam@cox.net>
guys i will go over i told them to sign and fax back to me jc

Original Message

From: Steven Anderson
To: US Media Team
Cc: Steven Anderson ; dgekas@theoptima.net ; Terry Benson ; Josh Benson
Sent: Friday, April 18, 2008 12:42 PM
Subject: Resignature and Termination

April 18th, 2008

Mr. Joseph Cosenza
U.S. Social Scene, Inc.

9393 North 90th Street, Suite 102
Scottsdale, AZ 85258

Dear Joe,

Please accept this letter as our letter of resignation as members of the board of directors of U. S. Social Scene. These positions are spelled out in the contract dated February 21, 2008, between U.S. Social Scene and Optimal Financial. This resignation is to take effect immediately this 18th day of April, 2008.

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Sincerely,

- Josh Benson, CEO—Optimum Marketing Group/Optimal Financial
- Steven Anderson, President—Optimum Marketing Group/Optimal Financial
- Terry Benson, Director of Medical Sales—Optimum Marketing Group/Optimal Financial
- Dean Gekas, Vice President of Sales—Optimum Marketing Group/Optimal Financial

Delete Reply Forward Spam Move...

Cell-Shorey-1 #57

http://us.mc1260.mail.yahoo.com/mc/welcome?gx=1&tm=1301341902&.rand=c835r9j2... 3/28/2011

Exhibit 10