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**THOMAS BRANDON AND
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SEP 29 2011

ARIZONA CORP. COMM
400 W CONGRESS STE 218 TUCSON AZ 8570*

Thomas Brandon and Diane M. Brandon, Self-Represented

BEFORE THE ARIZONA CORPORATION COMMISSION

In the matter of:

JOSEPH SENZA 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; Arizona Corporation Commission

DAVID SHOREY and MARY JANE
SHOREY, husband and wife;

Respondents.

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

RESPONDENTS THOMAS
BRANDON, DIANE M,
BRANDON
BRIEF

DOCKETED

SEP 30 2011

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AZ CORP COMMISSION
DOCKET CONTROL

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Respondents, THOMAS BRANDON, DIANE M BRANDON (collectively

Brandon) submit their brief.

References to the transcript are to the hearing transcript for July 19, 20 and 21,
2011 and are Page ____, Line _____.

1 The Securities Division's exhibits are S-_____.

2 References to Shorey's exhibits are RS_____.

3
4 In weighing the disputed evidence, the Securities Division failed to carry its
5 burden of proof as to Brandon.

6
7 **1. Introduction**

8 **a. Allegations against Brandon**

9
10 The allegations against Brandon were that he participated in one or more sales of
11 securities and in the process of offering and selling those investments made
12 representations to the investors that were not true.

13
14 **b. Atkinson's Promissory Note**

15
16 The first allegation is that Thomas Brandon offered and sold to investors Randy and
17 Cindy Atkinson, husband and wife, an opportunity to invest in an entity called U.S.
18 Media Team and during that discussion Thomas Brandon represented to her, among other
19 things, that this was a low-or- no risk investment.
20
21

22 None of the allegations against Brandon have any basis in fact or in law.

23
24 **c. Burden of Proof**

25 The Securities Division failed to prove any violation by Brandon, by the required
26
27
28

1 burden of proof.

2 The testimony by two of the Securities Division's witnesses (Josh Benson and
3
4 Terry Benson) was vague and adamantly rejected by Thomas Brandon (Brandon) and
5 David Shorey.

6
7 The testimony by Cindy Atkinson was often confused and contradictive and
8
9 sometimes misleading. She frequently characterized the \$100,000 loan to Joe Cosenza
10 and U.S. Media Team as an investment when it was in fact a business loan (evidenced by
11 a promissory note)and secured by a purchase order written on Sports Network letterhead
12
13 and provided to Mr. Brandon as collateral for the business loan by Mr. Joe Cosenza. (Tr.
14 p. 53 ll 19-22). Joe Cosenza and or U.S. Media Team did when in fact fabricated the
15
16 purchase order and forged the necessary signatures as to make it appear to be authentic.
17
18 The purchase order's face value was in excess of one million dollars and a copy of the
19
20 purchase order was provided to the Atkinson's prior to their loan to U.S. Media. Brandon
21
22 was a consultant to US Media and was instructed by Joe Cosenza to provide the purchase
23
24 order to the Atkinson's as collateral for their loan. The Atkinson's were not approached
25
26 by Thomas Brandon and therefore the allegations are not true. The Atkinson's became
27
28 aware of the possible opportunity through a mutual friend Mr. Scott Busse a friend of

1 both of the Atkinson's and Mr. Brandon. They advised Mr. Busse that they were
2 interested in finding a high yield low risk investment or loan. Ms. Atkinson testified that
3 she had spoken to Mr. Busse at a funeral for Scott Busse's brother. (Tr. p. 49 ll 4-6). As
4 a matter of fact Ms. Atkinson stated under oath that she and her husband Randy Atkinson
5 had spoken to Scott Busse and received an e-mail in June of 2007 from Mr. Busse
6 describing a loan opportunity that was available through a company called U.S. Media
7 Team, owned and operated by Joseph Cosenza. (Tr. p. 49 ll 14-16)

8 The division claimed in their documents that Mr. Brandon had made statements to the
9 Atkinson's on risk factors stating that he had told them the U.S. Media team investment
10 was a low risk or no risk loan. Mrs. Atkinson stated in her testimony that Brandon had
11 not made such statements to her. (Tr. p. 53 ll 1-5). Mrs. Atkinson stated that she had
12 received a proposal and a letter from Scott Busse so she called Scott to discuss the
13 opportunity and asked to also speak with Thomas Brandon. (Tr. p. 51 ll 19-21). Ms.
14 Vervilos asked Mrs. Atkinson directly about the letter that she had been referring to in
15 her testimony. Mrs. Atkinson stated the letter I am referring to is from Scott Busse, it
16 was attached to an e-mail and said Investment Opportunity. What happened next? Ms.
17 Atkinson stated that after they had received the letter and then we talked with Scott about
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1 it and we asked about the risk and just the relationship. Again it is clear that Ms.
2 Atkinson when asked about the low risk to no risk investment opportunity stated "other
3
4 than another 9/11 happening we would be getting our money back and that was how safe
5 this opportunity was. When asked by Ms. Vervilos who made that statement to you about
6
7 the low risk to no risk opportunity it's in the letter that was proposed to us from Scott and
8
9 from Tom. Ms. Atkinson went on to say that they reason why it was a low to no risk
10 opportunity was that there was a purchase order. That was the guarantee behind the loan.
11
12 ALJ Stern asked that Ms. Atkinson directly this so called purchase order is this
13 mentioned in the letter from - -That is correct sir at that time a ALJ a Stern asked when
14
15 and it's from Scott? The witness answered affirmatively. Tom. produced a purchase
16
17 order from U.S. Media Team signed by when Joe Cosenza. It is obvious from the
18
19 interchange between Ms. Vervilos the Witness and the ALJ Judge Stern that he did not
20
21 make the misleading statements or exaggerated statements concerning risk to entice the
22
23 Atkinson's into a \$100,000 loan to U.S. Media Team for a period of 30 days.

22 Other Investors may have been misled by Cosenza, did not get stock certificates,
23
24 and the sales proceeds were not deposited into US Social or US Media. However, that
25
26
27
28

1 was Cosenza's fault, acting on his own. Brandon had no knowledge of Cosenza's
2 wrongdoing.

3
4 **d. Cosenza's Consent with Arizona Corporation Commission**

5 In Decision No. 72525 docketed August 17, 2011, the Arizona Corporation Commission,
6 Joseph Cosenza and U.S. Media Team, LLC consented to an Order to Cease and Desist,
7 Order for Restitution, Order for Administrative Penalties and Consent to Same. (*Exhibit*
8
9
10 *1*)

11 Starting at paragraph 24, Cosenza admitted to wrongdoing alleged as to Brandon.
12
13 Cosenza is liable as the "primary violator."

14
15 Cosenza signed, at page 13 of the Decision, to consent on July 20, 2011, the
16 second day of the hearing in this matter. Yet, the Securities Division did not disclose this
17
18 to either the Judge or Brandon. Certainly, even though not yet adopted by the Arizona
19 Corporation Commission, Brandon would have used Cosenza's consent at the hearing.
20
21 Cosenza's consent should have been disclosed to Brandon.

22 Not disclosing Cosenza's consent simply is not fair.
23

24 23. In or around February 2008 through early March 2008,
25 COSENZA and Cell Wireless, through COSENZA, met with
26 two prospective investors in Arizona related to an investment
27
28

1 opportunity involving issuance of stock in U.S. Social Scene.

2
3 24. COSENZA and Cell Wireless, through COSENZA,
4 told one of the prospective investors that there was no risk
5 related to the stock purchase and that investors would not lose
6 any of their funds.

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

12 Page 4 of the Decision.

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

15 Paragraph 6 is in the Decision under "Conclusions of Law."

16 The Decision resolved who was the "primary violator".

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

18 The Securities Division presented two witnesses, Josh Benson and Terry Benson,
19 who tried to testify about one meeting over three years ago. Most significant, Brandon
20 was at that meeting, however the meeting was understood to be a "meet and greet" given
21 Doctor Terry Benson had announced that he would be visiting from Minnesota.

22 Of course, accurately recalling who said what and if any discussions of substance
23 such as, stock investments actually occurred in a "meet and greet" meeting that did not
24 have an agenda or formal presentation over three years ago is impossible.
25
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28

1 Moreover, both Thomas Brandon and Shorey adamantly rejected and testified to
2 the opposite of the Bensons' vague testimony.

3
4 In weighing the conflicting evidence, at best, there is a draw. Moreover, the better
5 analysis is that Brandon did nothing wrong. Better evidence is required to hold Brandon
6 liable. However the evidence is weighed, the evidence is inadequate to find Brandon
7 liable. However the evidence is weighed, the evidence is inadequate to find Brandon
8 liable.

9
10 **3. Brandon Did Not Make Alleged Statement to Any Prospective Buyer**

11 The absolute irony in this matter is that the "sort of" complaining witnesses (Josh
12 Benson and Terry Benson) were insiders in US Social, received or bought US Social
13 stock in their own company, and sold US Social stock to their family and friends on
14 "inside" information. (Tr. p. 120 ll 5-10 and p. 123 ll 3-8).

15
16 Although Josh Benson and Terry Benson were insiders and admitted to promoting
17 and selling to other family members and friends, the Securities Division did not accuse
18 them of any wrongdoing.

19
20 Other than Terry Benson, who did buy US Social stock, the other six investors
21 apparently bought US Social stock through Josh Benson and Terry Benson. Certainly
22 Brandon had no responsibility for investors who bought stock through the Bensons.
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a. Josh Benson

a-1. A Sophisticated Insider and Seller

Josh Benson already had an undergraduate degree and was owner and officer of both Optimal Financial and Optimum Marketing.

Josh Benson, as CEO of Optimal Financial, had a lucrative February 21, 2008, contract with US Social. However, Optimal Financial and its members did not have any securities license.

Four people with Optimal Financial, including Josh Benson and Terry Benson, were to share \$40,000/month - \$10,000/month each. RS 70 (*Exhibit 2*) and 72 (*Exhibit 3*). S-53 Bates ACC 001409 (*Exhibit 4*). See also, Page 117, Lines 8-27.

On March 14, 2008, Josh Benson was Chief Technical Officer of US Social. RS 20 (*Exhibit 5*), S-53 (Bates ACC 001409) (*Exhibit 4*). Although Josh Benson, years later at the hearing, disavowed being an officer of US Social as "in name only," before he resigned, he certainly was an officer and insider. (Tr. p. 118 ll 5-25).

On February 28, 2008, Optimal Financial received, at no charge, US Social shares. RS 68 (*Exhibit 6*). Of course, that was before the February 29, 2008 meeting. More

1 importantly, neither Josh Benson or Optimal Financial ever bought US Social stock. So,
2 neither lost any money.
3

4 On April 18, 2008, Josh Benson resigned from the US Social Board of Directors.
5 S-23, Bates 586 (*Exhibit 7*). Josh Benson resigned because he had not been paid his
6 \$10,000/month. (Tr. p. 153 ll 15-24).
7

8 **a-2. The February 29, 2008, Meeting**
9

10 Josh Benson testified about the meeting held, on February 29, 2008. (Tr. p. 107,
11 Lines 1-5.
12

13 Every one of the 7 people at that meeting was an insider of US Social. Six were
14 officers and/or members of the US Social Board of Directors. Brandon was a business
15 consultant and not an insider or control person.
16

17 Josh Benson's testimony was that David Shorey, Joe Consenza and Brandon talked
18 about US Social stock. Brandon and Shorey firmly testified that the purpose of the "meet
19 and greet" meeting and did not have formal presentations
20
21

22 Josh Benson testified: Mr. Josh Benson was vague as to the actual date of the
23 meetings which was held on February 29, 2008. The critical issue of this meeting to the
24 Divisions overall allegations is that Terry Benson had purchased his stock on the 28th of
25
26
27
28

1 February and the meeting played no role in his investment decision. Mr. Benson
2 remembered that his father Terry Benson was traveling from Minnesota to Phoenix for
3
4 the meeting the meeting was characterized as a meet-and-greet meeting even though
5 Josh Benson stated that he remembers discussing a convertible debenture program with
6
7 Mr. Brandon. It was clear from Mr. Bensons testimony that he continually mixed up two
8
9 key phrases in his testimony the first misunderstandings was in the use of the word
10
11 "convertible debenture" which was actually a clear description of a reverse merger that
12
13 Brandon as a consultant with U.S. Social and Joe Cosenza as well as Cell Wireless
14
15 corporation would be explaining. The difference between the two statements is well
16
17 understood by professionals working with public companies. The reverse merger is a
18
19 process that permits private companies to become public companies by merging with an
20
21 already existing business. Mr. Brandon frequently spoke to the subject of minimal risk in
22
23 becoming a public company through this SEC procedure rather than an initial public
24
25 offerings ("IPO"). An initial public offering is subject to numerous risks related to the
26
27 general economic condition, the quality and experience of the brokerage firm being used
28
29 to sponsor the IPO and, of course, the availability of hundreds of thousands of dollars for
30
31 legal and accounting services through the brokerage firm. On the other hand a reverse

1 merger has a much lower risk threshold because once the company decides to do a
2 reverse merger the two companies cannot be denied by the SEC or other critical factors
3
4 such as the costs of legal and accounting are less. Also, a reverse merger is completed
5 within a few months versus an IPO that takes up to one year or more to complete. The
6
7 low risk aspects of a reverse merger versus the IPO process is the foundation of
8
9 Brandon's business consultation. The reverse merger process has a number ways to raise
10 capital by non-licensed securities dealers as well as providing procedures for
11 nonregistered offerings. The reverse merger process is preferred by small companies
12 with little or no financial resources and therefore entered the public arena to raise equity
13 capital. Most often the reverse merger process is used with penny stocks as opposed to
14 blue chip stocks on the New York or American stock exchange. A reverse merger is a
15
16 portal to higher exchanges. The definition of a penny stock by the SEC is any stock
17
18 trading under \$5.00 a share.
19

20
21 When cross-examined Josh Benson was questioned about Optimal Financial, the ompany
22 he was the CEO of, Optimal Financial had a contract with US Social to raise money for
23
24 U.S. Social. (Tr. p. 132 ll 4-7) Optimal Financial's contract was for \$40,000 per month.
25
26 The same four board members of Optimal Financial and Optimum Marketing are also the
27
28

1 same board members of US Social. Optimal Financial also entered a contract with
2 Arizona Capacitors, a private Arizona company, owned in part by David Shorey. The
3
4 contract called for Optimal Financial to raise one million dollars.

5 Josh Benson presented to his family and friends to have them invest in US Social
6
7 and that it was a good investment. (Tr. p. 127 ll 22-25 and p. 128 ll 1-4).

8 Mr. Brandon did not participate in identifying potential investors for US Social. As a
9
10 consultant he assisted the Board of Directors and Joe Cosenza in talking to individuals
11 referred by them in explaining the Reverse Merger process and how US Media Team was
12
13 going to be a public company.

14 Josh Benson also testified: that he did not purchase any public stock even though
15
16 other members of his family had done so. However, under cross examination Josh
17
18 Benson finally admitted that there was stock received in U.S. Social/Cell Wireless. (Tr. p.
19
20 130 ll 14-17).

21 Under cross examination Josh Benson testified that he would characterize Joe
22
23 Cosenza as an individual who was egotistical, self-serving and also controlling. A As
24
25 the type of President who subscribed to a philosophy of not sharing information except
26
27 "on an as needed basis". Joe Cosenza's personality required him to be the center of
28

1 attention and the individual who had access to powerful people in high places. (Tr. p. 156

2 ll 16-24). And

3
4 Regarding "risk" of purchasing US Social stock, Josh Benson
5 testified:

6
7 Q. What was said about risk, and who it said?

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

11 Josh Benson understood that Brandon's alleged statement was only Brandon's

12 "opinion."

13
14 Q. And you understood that to be Mr. Brandon's opinion;
15 correct?

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

18 Q. But an opinion?

19 A. As a whole.

20 Q. But an opinion nevertheless; correct?

21 A. Yes.

22 Page 149, Lines 1-8.

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

24
25 Q. Okay. Now, are you complaining about something in
26 this proceeding, Josh?

27 A. No, I'm not.

28 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.

1 2 - See, Hall v. Romero, 141 Ariz. 120 (App. 1984). The
2 statement "I'm sure you'll never find a better, more secure
3 investment" held an unactionable opinion.

4 **b. Terry Benson**

5
6 **b-1. A Sophisticated Insider and Seller**

7
8 Terry Benson is a physician and sophisticated, accredited investor.

9
10 Josh Benson invited his father Terry Benson to the February 29, 2008, meeting.

11 Terry Benson had loaned \$120,000 to his son Josh for Optimal Financial, that ultimately
12 went out of business.
13

14 Terry Benson was part of Optimal Financial and a member of the US Social Board
15 of Directors. Terry Benson was to be paid \$10,000/month by US Social. RS 70 (*Exhibit*
16 *2*) and 72 (*Exhibit 3*).
17

18
19 Prior to the February 29, 2008, meeting, Terry Benson committed himself to buy
20 US Social penny stock on February 28, 2008. S-18, Bates ACC 000042-000045.
21
22 (*Exhibit 8*) The date Terry Benson bought US Social stock was February 28, 2008. (Tr p.
23 527, ll 3-5). Terry Benson wanted to double his money in a short time.(Tr. p. 278, ll 1-
24 14). Terry Benson wanted to get back the \$120,000 that he loaned to his son Josh. As a
25
26
27
28

1 member of the US Social Board of Directors, Terry Benson bought stock in his own
2 company.

3
4 Terry Benson could not have relied on anything said at the meeting to buy stock,
5 because he already bought stock. Terry Benson was an investor, not a "potential
6 investor."
7

8 David Shorey described the meeting:
9

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

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

19 Tr. p. 341, ll 6-16.

20 Terry Benson had a history of gambling on high risk penny stocks, similar to US
21 Social. Terry Benson lost \$60,000 on an investment in putting **pet remains in a ring**.

22 Terry Benson understood risk and could afford to lose money.

23 Terry Benson had a duty as an investor to conduct due diligence.
24
25
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1 On April 18, 2008, Terry Benson resigned from the US Social Board of Directors.
2 S-23, Bates 586 (*Exhibit 7*). Terry Benson resigned because he had not been paid his
3
4 \$10,000/month.

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

6
7 Terry Benson's vague recall of the meeting included an alleged statement, such as
8 US Social was a "can't miss" investment. (See footnote 1 for other versions of this).
9

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

14
15 In any event, "can't miss" and the other versions obviously are **opinions and not**
16 **statements of facts.** Josh Benson and Terry Benson could not reasonably rely on such an
17
18 opinion as a reason to invest. See, Hall v. Romero (footnote 2). See, *Law v. Sidney*, 47
19 Ariz. 1 (1936) and *Ahmed v. Collins*, 23 Ariz. App. 54 (1975).
20

21 Terry Benson had already invested and believed in his investment. (Tr. p. 257 ll
22 _24-25 and p. 258 ll 1-12)
23

24 **4. Brandon Did Not Make Any Statement, Certainly Not a Misrepresentation**

1 Brandon testified that at all times he acted in good faith and at the direction of
2 Cosenza and US Social Board of Directors.

3
4 Shorey testified:

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

9 A. No.

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

12 A. When I was there, no stock was discussed.

13 Page 291

14 Brandon understood the purpose of that meeting.

15 And, Brandon understood, at the time of the meeting, what could and could not be
16 said about selling stock. Brandon has over 20 years of experience in working with public
17 companies.

18 David Shorey testified and agreed:

19
20 Q. (BY MR. BRANDON) Mr. Shorey, earlier you stated
21 that you and I have known each other for approximately 25
22 years, is that correct --

23 A. That's correct.

24 Q. -- in various capacities? Were you ever present or did
25 you ever have occasion to hear me speak of an investment as
26 being an investment risk free?

27 A. Never.

28 Q. An investment that was a "can't miss opportunity"?

 A. Never.

 Tr. p. 340 ll 13-23

1 Brandon also testified: That he was directed by Cosenza and the
2 Board of Directors of US Social Scene. Brandon stated he made
3 presentation at request of the Board of Directors and Cosenza he never
4 made absurd statements concerning no-risk, a sure thing, can't miss. The
5 alleged statements are foolish and no responsible professional consultant
6 would make them.
7

8
9
10 Cosenza made the misrepresentations and admitted doing that. (*Exhibit 1*)

11
12 Brandon denied making any misrepresentations. Moreover, Shorey made no
13 statements at all about selling stock. Shorey corroborated Brandon's testimony.
14

15 **5. Conclusion**

16 Brandon made no statements at all about selling US Social stock.

17
18 Brandon acting in good faith at all times, did not supervise or control Cosenza, or
19 anyone else.
20

21 At the hearing, the Securities Division proved that Cosenza was the wrongdoer.

22
23 The Securities Division did not prove that Brandon did anything wrong.

24 The Securities Division did not carry its burden of proof as to Brandon.

25
26 Brandon should be found not liable.
27
28

1 Fairly considering all of the Securities Division's exhibits and evidence, the
2 Securities Division did not satisfy its burden of proof as to Brandon.

3
4 DATED September 27, 2011.

5 By: 
6 Thomas Brandon

7 By: 
8 Diane M. Brandon

9
10
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12 delivered on September 27, 2011, to:

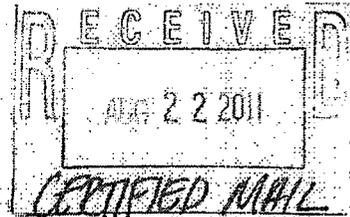
13 Arizona Corporation Commission
14 400 West Congress
15 Tucson, Arizona 85701

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

17 Aikaterine Vervilos
18 Securities Division Attorney
19 Arizona Corporation Commission
20 1300 West Washington 3rd Floor
21 Phoenix, Arizona 85007-2996

22 Marc E. Stern
23 Administrative Law Judge
24 1200 West Washington
25 Phoenix, Arizona 85007

26 David Shorey and Mary Jane Shorey
27 6959 East Wild Canyon Place
28 Tucson, Arizona 85750



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
nr

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
2
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.

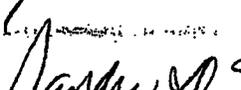
1 IT IS FURTHER ORDERED that payments received by the state of Arizona shall first be
2 applied to the restitution obligation. Upon payment in full of the restitution obligation, payments
3 shall be applied to the penalty obligation.

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

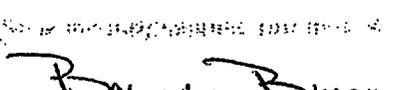
5 BY ORDER OF THE ARIZONA CORPORATION COMMISSION

6 
7 CHAIRMAN


COMMISSIONER

8 
9 COMMISSIONER


10 COMMISSIONER


11 COMMISSIONER

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 DISSENT

21 DISSENT

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

24 (JC)

CONSENT TO ENTRY OF ORDER

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

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

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

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

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

25 6. By consenting to the entry of this Order, Respondents agree not to take any action or
26 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.

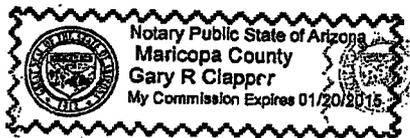
14
15 Joseph Cosenza
16 JOSEPH COSENZA

17 STATE OF ARIZONA)
18 County of) ss)

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

20
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

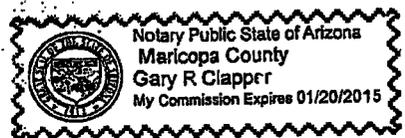
By: Joseph Cosenza
Joseph Cosenza
Its: Manager

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 PANAH
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

21

22

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24

25

26

**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 COPY 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
7/14/08

**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 Shorey

Printed Name: David Shorey

Title: Secretary, Director

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

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Dean Gekas, VP National Sales

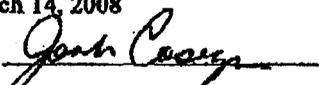
Steven Harper, VP Marketing

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.

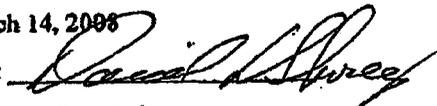
Date: March 14, 2008

Signature: 

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 CITIMARK CAPITAL LLC
Mailing Address 10000 N. CENTRAL EXPRESS HWY
City, State, Zip PHOENIX, AZ 85018
Total Amount Paid \$10,000.00
Number of Shares 400,000

The undersigned hereby elected to purchase 400,000 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 November, 2008

CITIMARK CAPITAL LLC
(Name of Investor)

U.S. SOCIAL SCENE, INC.

By: [Signature]

By: [Signature]
Joseph Cosenza, 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: 2/28/8

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; [redacted]; Terry Benson; Josh Benson

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

Subject: Resignation and Termination

April 18th, 2008

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

2-21-08 K

S-23

Exhibit 7

ACC000586
JOE
COSENZA

US SOCIAL SCENE, INC
6959 EAST WILD CANYON PLACE, TUCSON, ARIZONA 85750
SUBSCRIPTION AGREEMENT AND INVESTMENT REPRESENTATIONS
US CITIZENS ONLY

Name of Subscriber
Address - Mailing
Address - City, State Zip
Number of Shares
Total Amount Paid

Terry Benson

[REDACTED]

[REDACTED], MD [REDACTED]

500,000

50,000

Gentlemen:

1. The undersigned hereby elects to purchase ^{500,000} ~~ONE MILLION~~ shares of the common stock of US Social Scene, Inc. a Nevada corporation (formerly Cell Wireless Corporation, the "Company"), at a purchase price of \$.10 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.

2. The undersigned understands that the Company reserves the right to reject all or any part of any subscription at its sole discretion and that the undersigned will be promptly notified by the Company whether the undersigned's subscription has been accepted. If a subscription is not accepted, all funds tendered herewith shall be refunded or returned promptly without interest.

3. The stock subscribed for herein shall not be deemed issued to, or owned by, the undersigned until the Company's Board of Directors shall approve the sale of stock to the undersigned.

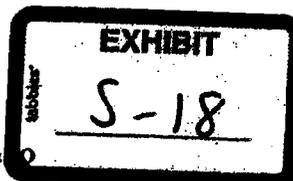
4. The undersigned understands that the certificate representing the Company's common stock will not bear a legend restricting its transfer.

5. The undersigned hereby represents and warrants to the Company as follows:

(a) The undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth, and the undersigned's investment in the Company will not cause such overall commitment to become excessive;

(b) The undersigned has the financial ability to bear the economic risk of the undersigned's investment, has adequate means of providing for his current needs and personal contingencies, and has no need for liquidity in his investment in the Company;

Exhibit



ACC000042
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.

Exhibit 8

ACC000044
JOE
COSENZA

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

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.

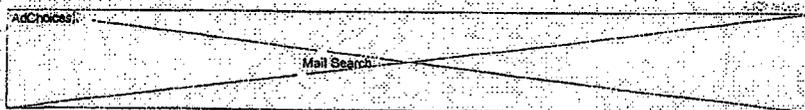
Betty

-- 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: "Joeseph Cosenza" <usmediateam@cox.net>, "Thomas Brandon" <thomasbrandon@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 2 Credit Scores Now

Previous | Next | Back to Search Results

Mark as Unread | Print

Delete Reply Forward Spam Move...

Fw: Fw: Resignature and Termination

Wednesday, February 18, 2009 8:47 PM

- Inbox (408)
- Drafts (203)
- Sent
- Spam (826) [Empty]
- Trash [Empty]

From: "Thomas L. Brandon" <thomaslbrandon@yahoo.com>
 To: "Lonna Walker" <lonna.walker@comcast.net>

My Photos My Attachments

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

Offline

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

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

My Folders [Add - Edit]

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

- Alan Krajcowski
- Andy Saks
- Armagn Kayra
- bank debenture...
- Bryan Keryon
- Business Landl
- Daniel Chan
- David Shorey 2... (1)
- Eddie e-mail (7)
- UN-READ E-MAIL (6...
- Us media team (0)

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
 6869 E Wild Canyon Place
 Tucson, Arizona 85750
 Phone 520-603-6979
 Fax 520-577-2585
 Mobil 520-603-6979

TRAVELERS

----- 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 ; dokes@theoneline.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.

6393 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.

This letter also serves as our notice to terminate the contract dated February 21, 2006, 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, 2006, 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

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

Amber

From: Amber
Sent: Tuesday, August 12, 2008 1:12 PM
To: 'shorey@██████████'
Subject: Cell Wireless Request Rejected

Hello Mr. Shorey,

Per accounting, Jamie is the contact, the total outstanding balance is \$324.25. No requests can be processed until balance is satisfied-this is not including the fees for the pending request. Per your instruction, I will reject this request.

If you have any additional questions or concerns please feel free to contact us!

Have a Delightful Day!

Amberlynn Phillips
Treasury Issuances/Transfers/Rescissions

Pacific Stock Transfer Company
500 E. Warm Springs Road, Suite 240
Las Vegas, NV 89119
Email: amber@pacificstocktransfer.com
Telephone: 702-361-3033 Ext. 104
Fax: 702-433-1979
Web: www.pacificstocktransfer.com

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8/12/2008

S-41

ACC002737

Exhibit 11