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LEON L. NOWALSKY  
EDWARD P. GOTHARD

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COMMISSION  
CLERK

FILED NOV 12, 2013  
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FPSC - COMMISSION CLERK

November 11, 2013

**VIA OVERNIGHT DELIVERY**

Florida Public Service Commission  
Executive Secretary  
2540 Shumard Oak Drive  
Tallahassee, FL 32399

Re: Application by Voda Networks, Inc. for Stock Transfer from Michael Berg to Christine Rizzuto

Dear Sir or Madam:

On behalf of Voda Networks, Inc., Michael Berg, and Christine Rizzuto, enclosed please find an original and four (4) copies of the referenced Application.

Please date stamp and return the enclosed extra copy of this letter in the envelope provided.

Please call me should you have any questions concerning this filing. Thank you for your assistance with this matter.

Sincerely,



Leon L. Nowalsky *lnk*

LLN/rph

COM	_____
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APA	_____
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**BEFORE THE  
PUBLIC SERVICE COMMISSION  
STATE OF FLORIDA**

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<b>APPLICATION FOR CONSENT TO THE TRANSFER OF CONTROL OF ALL OF THE SHARES OF VODA NETWORKS, INC. FROM MIKE BERG TO CHRISTINE RIZZUTO</b>	<b>CASE NO.</b> _____
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**EXPEDITED ACTION REQUESTED**

**APPLICATION**

Pursuant to the applicable Statutes of this State and the Commission's Rules and Regulations currently in effect and/or subsequently enacted, Voda Networks, Inc. ("Voda"), Michael Berg ("Berg") and Christine Rizzuto ("Rizzuto"), by their attorneys, hereby respectfully request any necessary authority from this Commission for the transfer of control of all of the shares of Voda from Berg to Rizzuto. Grant of the requested authority will permit consummation of a transaction whereby Rizzuto will acquire all of Berg's stock in Voda (which represents all of the shares of Voda) pursuant to a Stock Purchase Agreement between the parties, a copy of which is attached hereto as Exhibit "A".

This filing is not an application for transfer of operating authority and does not involve any transfer of customers. Instead, the Application seeks consent to the change in ultimate ownership and control of Voda by virtue of a stock transaction. Voda will continue to provide competitive telecommunications services to its existing customers in

this State using the same technical and managerial personnel following consummation of the proposed transaction.

In support of this Application, Voda, Berg and Rizzuto provide the following information:

**I. THE APPLICANTS**

**A. Voda Networks, Inc.**

Voda is a New York corporation headquartered at 6800 Jericho Turnpike, Syosset, New York 11791. Voda is authorized to provide both local and long distance telecommunication services in four (4) states. Voda is a certificated provider of resold local and long distance services in this State.<sup>1</sup>

**B. Berg**

Berg is an individual who resides at 329 Broadway, Apt. D., Bethpage, New York 11714. Berg possesses no certificates of operating authority other than those possessed by Voda.

**C. Rizzuto**

Rizzuto is an individual who resides at 11 Olympia Place, East Northport, New York 11731. A copy of Rizzuto's resume is attached hereto as Exhibit "B". Rizzuto possesses no certificates of operating authority other than those possessed by Voda which will be acquired upon consummation of her purchase of control of Voda.

**II. DESIGNATED CONTACTS**

The designated contact for questions concerning this Application is:

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<sup>1</sup> Voda received its authority to provide local exchange telecommunications services in this state in Docket No. 080306-TX dated September 4, 2008.

Leon Nowalsky  
Nowalsky & Gothard, APLLC  
1420 Veterans Blvd.  
Metairie, LA 70005  
Telephone: (504) 832-1984  
Facsimile: (504) 831-0892  
[lnowalsky@nbglaw.com](mailto:lnowalsky@nbglaw.com)

with copies to:

Michael Berg  
329 Broadway, Apt. D  
Bethpage, New York 11714

and copies to:

Christine Rizzuto  
11 Olympia Place  
East Northport, New York 11731

### **III. DESCRIPTION OF THE TRANSACTION**

Grant of the requested authority will permit consummation of a transaction whereby Rizzuto will acquire 100% of the stock in Voda. There will be no transfer of assets or customers as a result of the proposed transaction; therefore, no notice to customers is necessary. Each customer of Voda will continue to be serviced by Voda pursuant to Voda's current certification and operating authority.

The proposed transfer will be seamless to Voda's customers. Voda's name, rates and service offerings, as reflected in its tariff's, will not change as a result of the proposed transaction. There will be no interruption of service. The physical assets, property, and personnel of Voda will remain the same after the transfer. The customer service numbers for billing and service problems, liaison with Commission staff and tariffed rates will remain the same.

The only effect of the proposed transaction will be the change in the current

ownership and control of Voda. Simplified charts showing the current ownership structure and the new ownership structure are attached hereto as Exhibits "C" and "D", respectively.

#### **IV. PUBLIC INTEREST ANALYSIS**

Grant of the instant application will serve the public interest, convenience, and necessity. Consummation of the proposed transaction will result in net benefits to Voda's customers by strengthening the financial status of Voda. The access to greater financial resources possessed by the Purchaser will enhance Voda's ability to offer a broader range of innovative products and services to customers. The Commission's ability and authority to regulate Voda and to ensure that it satisfies all obligations, commitments and regulatory requirements established by the laws of this State and the Commission will remain unchanged. Thus, there is no potential harm to any public interest raised by the proposed transaction and there will be clear benefits to the public upon approval and closing of this transaction.

#### **V. EXPEDITED REVIEW**

Applicants request expedited review and disposition of the instant Application due in order to ensure that the transaction is transparent to the affected customers with no interruption in service.

#### **VI. NO TRANSFER OF CERTIFICATES**

Applicants do not request transfer of Voda's Certificate of Public Convenience and Necessity, or other operating authority.

**VII. CONCLUSION**

WHEREFORE, Voda, Berg and Rizzuto respectfully request that the Commission grant any necessary authority for transfer of ownership of the stock of Voda from Berg to Rizzuto.

DATED this 11<sup>th</sup> day of Nov., 2013.

Respectfully submitted,



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Leon Nowalsky *(NP)*  
Nowalsky & Gothard  
1420 Veterans Blvd.  
Metairie, Louisiana 70005  
Telephone: (504) 832-1984  
Facsimile: (504) 831-0892  
lnowalsky@nbglaw.com  
Counsel for Voda Networks, Inc., Michael Berg  
and Christine Rizzuto

STATE OF New York  
COUNTY OF Nassau

**VERIFICATION**

I, Christine Rizzuto, am the Chief Operating Officer of Voda Networks, Inc., and am authorized to make this verification on its behalf. The statements made in the foregoing Application are true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters I believe them to be true.

By: Christine Rizzuto  
Name: **Christine Rizzuto**  
Title: **Chief Operating Officer**

Sworn to and subscribed before me, Notary Public, in and for the State and County named above, this 30 day of October, 2013.

[Signature]  
Notary Public

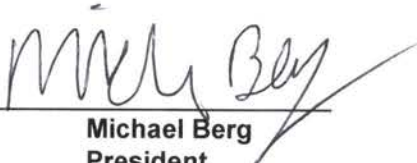
My commission expires: 1-5-17



STATE OF NEW YORK  
COUNTY OF NASSAU

**VERIFICATION**

I, Michael Berg, am the President of Voda Networks, Inc., and am authorized to make this verification on its behalf. The statements made in the foregoing Application are true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters I believe them to be true.

By:   
Name: **Michael Berg**  
Title: **President**

Sworn to and subscribed before me, Notary Public, in and for the State and County named above, this 30 day of October, 2013.

  
Notary Public

My commission expires: 1-5-17





**EXHIBIT "A"**

**STOCK PURCHASE AGREEMENT**

K. Rizzuto

**STOCK PURCHASE AGREEMENT**

**STOCK PURCHASE AGREEMENT** dated as of October 11, 2013, by and between **MICHAEL BERG**, an individual residing at 329 Broadway, Apt. D, Bethpage, New York 11714 (the "Seller"), and **CHRISTINE RIZZUTO**, an individual residing at 11 Olympia Place, East Northport, New York 11731 (the "Purchaser").

**WITNESSETH**

**WHEREAS**, there currently are two hundred (200) shares outstanding of no par value common stock of VoDa Networks, Inc., a New York State business corporation having its office and principal place of business at 6800 Jericho Turnpike, Syosset, New York 11791 (the "Corporation"), all of which are owned by the Seller;

**WHEREAS**, the Seller desires to sell, assign and transfer to the Purchaser, and the Purchaser desires to purchase from the Seller, all of Seller's shares of common stock of the Corporation (the "Purchased Shares"), upon the terms and subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purchase and Sale of the Shares**

Upon the terms and subject to the conditions set forth in this Agreement, the Seller hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser hereby agrees to purchase from

the Seller, all of the Purchased Shares, free and clear of any and all liens, claims, charges and encumbrances whatsoever, effective as of the Closing, as such term is hereinafter defined.

2. Purchase Price

2.1. The purchase price (the "Purchase Price") for the Purchased Shares shall be

[REDACTED]

2.2. The Purchaser shall satisfy the Purchase Price payable to the Seller as follows:

2.2.1. Upon the execution of this Agreement, the sum of [REDACTED]

[REDACTED] (the "downpayment") shall be paid to Seller, by check subject to collection.

2.2.2. Upon the Closing, [REDACTED]

[REDACTED] ("purchase price balance") shall be paid to Seller by bank cashier's check or wire transfer to an account designated by Seller upon at least five days prior written notice to Purchaser.

2.2.3. Seller hereby irrevocably directs Purchaser to pay all sums due Seller hereunder, to Seller's former wife, Julie Berg ("Julie"), in partial satisfaction of the judgment against Seller obtained by Julie and to direct copies of all notices to Seller to counsel for Julie as provided in Section 11 and to accept wire transfer instructions directly from Julie with respect to all sums payable hereunder to Seller.

2.2.4. In the event that the transactions contemplated by this Agreement do not close, the downpayment shall not be refundable to Purchaser.

3. Representations and Warranties of the Seller.

The Seller represents and warrants to the Purchaser that, as of the date hereof:

3.1. The Corporation is duly organized, validly existing and in good standing under the laws of the State of New York.

3.2. The Corporation has the corporate power to carry on its business as now being conducted and possesses valid and subsisting federal and state licenses for the conduct of its business.

3.3. The copies of the Certificate of Incorporation, and all amendments thereto to date, and of the By-Laws, as amended to date, of the Corporation, all of which have been previously delivered by the Seller to the Purchaser, are true, complete and correct as of the date hereof.

3.4. The Corporation has an authorized capitalization of two hundred (200) shares of no par value, voting common stock.

3.5. The Seller has good and marketable title in and to all of the Purchased Shares, and the Purchased Shares are free and clear of any claims, encumbrances, rights of set-off, or other restrictions, of any kind or nature. The Purchased Shares represent one hundred (100%) percent of the issued and outstanding shares of capital stock of the Corporation. All of the Purchased Shares are duly authorized, validly issued, fully paid and non-assessable and not subject to any preemptive rights, repurchase rights or other restrictions whatsoever.

3.6. The Seller has the full right, power and capacity to execute and deliver this Agreement and each other agreement, document or instrument to be executed and delivered by him connection herewith (collectively, the "Transaction Documents"), and to convey the Purchased Shares and carry out the transactions contemplated hereby and thereby, subject to the Parties obtaining requisite consents from the appropriate governmental agencies for the transfer of control of the Corporation to Purchaser, as more fully set forth in Section 3.8 hereof. This Agreement and each

other Transaction Document have been duly and validly executed and delivered, and (assuming the valid execution and delivery of this Agreement and the other Transaction Documents by the other parties hereto and thereto) constitute the legal, valid and binding obligations of the Seller, enforceable against him in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought (whether at law or in equity).

3.7. Neither the execution and delivery of this Agreement or any other Transaction Document by the Seller nor the consummation of the transactions contemplated hereby and thereby will: (i) require any consent or approval of, notice to or filing with any governmental body or other third party other than as set forth in Section 3.8 hereof and Purchaser shall use her best efforts to obtain such consents and approvals; or (ii) conflict with or result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default under (A) any law, statute, ordinance, rule, judgment, order or decree of any governmental body that is applicable to the Seller or (B) any material agreement, document or other instrument to which the Seller is a party or by which the Seller or its properties is bound.

3.8. The following are the regulatory approvals required to be obtained prior to consummation of this transaction: FCC-214 Domestic; FCC-Anti-Slamming Waiver; New York PSC; New Jersey PSC; Florida PSC; Mass DPUC and CA VoIP.

4. *Representations and Warranties of the Purchaser.*

The Purchaser represents and warrants to the Seller that, as of the date hereof:

4.1. The Purchaser has the full right, power and capacity to execute and deliver this Agreement and each other Transaction Document, and to carry out the transactions contemplated hereby and thereby. This Agreement and each other Transaction Document have been duly and validly executed and delivered, and (assuming the valid execution and delivery of this Agreement and the other Transaction Documents by the other parties hereto and thereto) constitute the legal, valid and binding obligations of the Purchaser, enforceable against her in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought (whether at law or in equity).

4.2. Neither the execution and delivery of this Agreement or any other Transaction Document by the Purchaser nor the consummation of the transactions contemplated hereby and thereby will: (i) require any consent or approval of, notice to or filing with any governmental body or other third party except as set forth in Section 3.8 hereof; or (ii) conflict with or result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default under (A) any law, statute, ordinance, rule, judgment, order or decree of any governmental body that is applicable to the Purchaser or (B) any material agreement, document or other instrument to which the Purchaser is a party or by which the Purchaser or her properties is bound.

4.3. The Purchaser has performed such investigations and inquiries and examined such documents as she, in her discretion, has deemed necessary prior to the date hereof.

4.4. The Purchaser has examined, or has caused to be examined on her behalf, all

of the books, records and financial statements of the Corporation.

5. *Conduct of Business Pending Closing.*

5.1. Simultaneously with the execution of this Agreement, Purchaser and Seller shall cause the Corporation and a company owned and controlled by Purchaser to enter into an agreement (the "Management Agreement") for the management of the business and affairs of the Corporation during the period during which consent to the consummation of this transaction will be applied for from applicable Federal and State regulatory agencies. A copy of this Management Agreement is annexed hereto as Exhibit I and initialed by the parties for purposes of identification.

5.2. During the period between the execution of this Agreement and Closing, the Seller shall continue to be employed by and shall devote his full time and attention to the business and affairs of the Corporation, subject to and at the direction of Purchaser's management company (the "Management Company"). Commencing on the date hereof, Seller shall be entitled to receive his base salary at the rate of [REDACTED] dollars per annum. Purchaser agrees to continue to employ Seller for a period of six (6) months from the date hereof, provided that Purchaser or Purchaser's Management Company is in control of the Corporation. Seller shall not enter into any new or renewal contracts or send out pricing proposals or quotes to customers on behalf of the Corporation without the express written consent of the Management Company. Seller hereby agrees that pending the Closing and for a period of eighteen (18) months following his termination of employment, he will not compete with the Corporation's business in any jurisdiction in which the Corporation is presently licensed to conduct its business, he will keep the Corporation's confidential information in confidence and not disclose same to any other person and he will not solicit or attempt to solicit the employees or customers of the Corporation for any purpose. Seller

acknowledges that during the term hereof and prior to Closing, he will protect and preserve the assets and licenses of the Corporation, shall take no action, derogation of the Corporation and shall diligently perform his duties as an employee of the Corporation.

6. *Deliveries/Closing.*

6.1. All proceedings to be taken and all documents to be executed and delivered by all parties, pursuant to the terms of this Agreement, shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed taken nor any documents executed or delivered until all have been taken, executed and delivered.

6.2. Upon obtaining the requisite consent to the transfer of control of the Corporation from those governmental agencies which have licensed the Corporation to operate, the Parties shall close the transactions contemplated by this Agreement at the office of Purchaser's counsel, Lamb & Barnosky, LLP, 534 Broadhollow Road, Suite 210, Melville, New York 11747-9034, upon five business days' notice from Purchaser's counsel to Seller and his counsel and to Julie and her counsel. At the Closing, the Seller shall execute, and deliver or cause to be delivered to the Purchaser, the following:

- (i) all of the certificates representing the Purchased Shares owned by him, duly endorsed for transfer to the Purchaser;
- (ii) the Employment Agreement duly executed by Seller; and
- (iii) any other documents necessary to consummate the transactions, which are contemplated by this Agreement.

6.3. At the Closing, the Purchaser shall execute, and deliver or cause to be delivered to the Seller, the following:



(i) the Employment Agreement, on behalf of the Corporation;

(ii) any other document necessary to consummate the transactions, which are contemplated by this Agreement; and

(iii) a bank cashier's check or wire transfer of the [REDACTED] balance of the Purchase Price, in either case, payable to or for the account of Julie, pursuant to Seller's irrevocable direction, in partial satisfaction of a Judgment against Seller obtained by Julie.

6.4. Notwithstanding any other term or condition hereof, in the event the requisite regulatory consents to the transactions contemplated hereby are not obtained within one hundred and eighty (180) days following the date hereof, Purchaser, at her sole election, may cancel this Agreement and the Management Contract or extend the Management Contract and the Stock Purchase Agreement for up to an additional one hundred and eighty (180) days.

7. **No Brokers.** Each party hereto represents that he has had no dealings with any broker or finder in connection with the transactions contemplated by this Agreement, and that, to the best of his knowledge, no broker or other person is entitled to any commission or finder's fee in connection with any such transaction. Each party hereto agrees to indemnify and hold the other party hereto harmless from and against any and all liability to which such other party may be subjected by reason of any broker's, finder's or similar fee with respect to the transactions contemplated by this Agreement to the extent such fee is attributable to any action undertaken by or on behalf of such indemnifying party.

8. **Further Assurances.** Each party hereto shall cooperate with the other party, and execute and deliver, or cause to be executed and delivered, all such other agreements, documents or other instruments, including instruments of conveyance, assignment and transfer, and take all such

other actions as may be reasonably requested by the other party hereto from time to time, consistent with the terms of this Agreement, to effectuate the purposes and provisions of this Agreement.

9. Survival of Representations, Warranties, Covenants and Agreements. All representations and warranties of the Seller and the Purchaser contained in Section 3 or Section 4 herein, respectively, and in any Transaction Document, shall survive the date hereof.

10. Indemnification.

10.1. Each party shall indemnify and hold harmless the other party from and against any and all losses, liabilities, damages, penalties, costs and expenses (including, without limitation, reasonable fees and expenses of counsel) suffered or incurred by the other party arising from or by reason of any breach of any representation or warranty of the indemnifying party, or the breach or nonfulfillment of any covenant or agreement under this Agreement by the indemnifying party.

10.2. In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from an indemnifying party under the provisions of this Section 10, the other party shall promptly notify the indemnifying party, and give the indemnifying party an opportunity to defend same and settle same without any cost to the other party, and shall extend reasonable cooperation to the indemnifying party in connection with such defense, which shall be at the expense of the indemnifying party. In the event that the indemnifying party fails to defend the same within a reasonable length of time, the other party shall be entitled to assume the defense thereof, and the indemnifying party shall be liable to repay the other party for all of his expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). In the event that the other party shall fail to promptly notify the

indemnifying party of a claim asserted against the other party for which indemnification may otherwise be sought hereunder, then the indemnifying party shall not have liability hereunder with respect to such claim. For purposes of the preceding sentence, "to promptly notify" shall mean within ten (10) days after receipt by the other party of a written assertion of such claim.

11. Notices. Any notice or other communication required or permitted hereunder shall be given to the intended recipient in writing and shall be effective: (1) immediately upon personal delivery or upon being sent by confirmed electronic mail or facsimile transmission; (ii) one (1) day after being sent by Federal Express or other overnight mail; or (iii) three (3) days after being mailed by first class certified mail, return receipt requested, postage prepaid, and, in the case of clause (ii) or (iii) of this Section 11, sent or mailed, as the case may be, to the address for such recipient set forth on the first page of this Agreement or to such other address as either party may hereafter designate by notice given pursuant hereto. Copies of all notices to Purchaser shall be delivered to Purchaser's counsel, Steven Godsberg, Esq., Lamb & Barnosky, LLP, 534 Broadhollow Road, Suite 210, Melville, New York 11747-9034; copies of all notices to Seller shall be delivered to Seller's counsel, Lisa Golden, Esq., Golden Hirschhorn LLP, 1050 Franklin Avenue, Suite 108, Garden City, New York 11530 and to Julie's counsel, Keith H. Richman, Esq. Richman & Levine, P.C., 666 Old Country Road, Suite 101, Garden City, New York 11530.

12. Entire Agreement; Amendments. This Agreement contains the entire understanding among the parties hereto, and no agreements or representations, oral or otherwise, express or implied, have been made by the parties hereto which are not set forth or referred to expressly in this Agreement. No alteration, amendment or modification of any of the terms and provisions hereof shall be valid unless made pursuant to an instrument in writing signed by the parties hereto.

13. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

14. *Counterparts.* This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement, and each of which shall be deemed an original.

15. *Paragraph Headings.* The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16. *Governing Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to the conflicts of laws principles thereof.

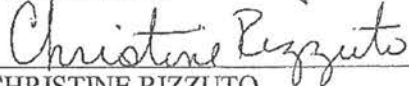
[signatures appear on the following page]

*IN WITNESS WHEREOF*, the parties hereto have duly executed this Stock Purchase Agreement as of the day and year first above written.

**SELLER:**

  
\_\_\_\_\_  
MICHAEL BERG

**PURCHASER:**

  
\_\_\_\_\_  
CHRISTINE RIZZUTO

**EXHIBIT "B"**

RESUME OF CHRISTINE RIZZUTO

## **Christine Rizzuto**

11 Olympia Place East Northport, NY 11731

Residence: 631-266-5358 Mobile: 631-327-8188 Email: critzi02@yahoo.com

### **Areas of Strength**

#### **Department Management • Technical / Sales Support • Client Services**

Results oriented manager offering proven leadership and sales support expertise. Providing the highest level of client services and improved efficiency, customer retention and profitability. Maximized operational efficiencies by focusing on clarifying objectives, overcoming obstacles and achieving goals. Excellent listening and communications skills.

### **Qualifications Summary**

Management and process improvement lowered operational expense through efficiency improvement. Developed strategic and tactical execution and delivery improvement methodologies. Lead staff to exceed expectations while functioning in dynamic and demanding customer support environments.

### **Key competencies include**

- Sales Support
- Departmental Management
- Detail Oriented
- Deadline Conscious

### **Career Synopsis**

**12/2007 – Present VoDa Networks Inc, Syosset, NY**

**Technical Resource and Provisioning Manager**

**Broadband Reseller of Tier 1 Carriers**

- Daily interaction and communication with CLEC, Agent, and End User on all phases of new installation
- Reschedule jobs as needed. Monitor work pool and assign jobs as needed. Scrub work orders daily
- Perform daily and weekly audits of ongoing installations
- Hold weekly meeting with engineering and operations teams to complete assigned installations
- Verify and approve pricing for each individual installation to ensure profitability
- Manage trouble calls on a daily basis

**09/2004-11/2007 Juma Technology Corp., New York, New York**

**Business Development**

**Converged Voice and Data Technology Company.**

- Experienced in voice, data and technology solutions
- Qualified to sell Avaya, Extreme, Juniper, and Meru
- Focused on the financial vertical
- Worked with the executive sales management team that codified maintenance, sales and training processes that grew revenue of dormant low producing accounts

## **Christine Rizzuto**

11 Olympia Place East Northport, NY 11731

Residence: 631-266-5358 Mobile: 631-327-8188 Email: critzi02@yahoo.com

### **1990-2004**

• Married, raising a family and attending college.

#### **Morgan Stanley, New York, New York 1986-1990**

##### **Short Options Margin Department**

##### **Stock Brokerage Firm**

- Managed accounts in the short options margin department to ensure compliance with Morgan Stanley's house regulations as well as those of the New York Stock Exchange (NYSE) and the Securities and Exchange Commission (SEC)

#### **Goldman Sachs and Company, New York, New York 1985-1986**

##### **Investment Firm**

##### **Short Options Margin Department**

- Managed New York based margin accounts with a minimum portfolio value of five million dollars

#### **Richardson Greenshields of Canada, New York, New York 1983-1986**

##### **Stock Brokerage Firm**

##### **Margin and New Accounts Departments**

- Managed staff to ensure quality customer service and compliance with the Company, NYSE and SEC regulations
- Worked closely with internal, NYSE and SEC auditors to address possible compliance violations
- Managed staff on the opening of accounts to ensure that proper documentation was obtained before a client executed an initial trade

#### **Shearson Lehman Brothers, New York, NY 1979-1983**

##### **Stock Brokerage Firm**

##### **Margin Department**

- Managed client accounts

### **Education**

Suffolk County Community College

Associates Degree in Liberal Arts and Sciences

Minor in Psychology

Graduated 2005 with highest distinction-GPA 3.9

Member Phi Theta Kappa Honor Society

### **Computer skills**

Microsoft Word, Excel, Power Point, Project, Great Plains, CRM, Quickbooks

### **Licensed Notary Public**

### **References available**



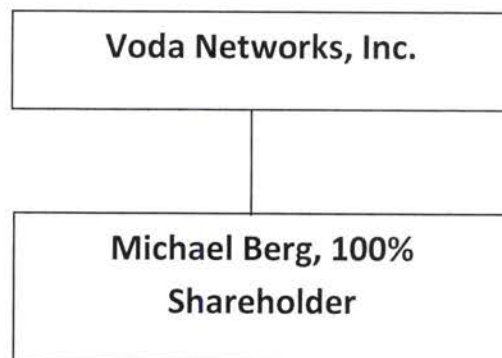
**EXHIBIT "C"**

PRE-TRANSACTION FLOW CHART

# Voda Networks, Inc.

## Transfer of Control

### Pre-Transaction Flow Chart



## **EXHIBIT "D"**

### **POST-TRANSACTION FLOW CHART**

# Voda Networks, Inc.

## Transfer of Control

### Post-Transaction Flow Chart

