

EXHIBIT 3

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FLORIDA | NEW YORK | NEW JERSEY

June 7, 2016

VIA U.S. MAIL

Joseph Signore
Register Number 05081-104
FDC Miami
Federal Detention Center
P.O. Box 019120
Miami, FL 33101

Re: *James D. Sallah vs. Joseph Signore, et al.*
Case No. 15-80946-CV-MIDDLEBROOKS

Dear Mr. Signore:

Enclosed please find Plaintiff's First Request for Admissions to Defendant Joseph Signore in connection with the above referenced matter.

Sincerely,



Jeffrey L. Cox
*As Counsel for James D. Sallah, Esq.,
Not individually, but in his capacity as
Receiver*

Encl: As described

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 15-CV-80946-MIDDLEBROOKS/BRANNON

**JAMES D. SALLAH, not individually, but
solely in his capacity as Court-Appointed
Receiver for JCS Enterprises Inc., d/b/a
JCS Enterprises Services Inc., T.B.T.I. Inc.,
My Gee Bo, Inc., JOLA Enterprise Inc.,
and PSCS Holdings, LLC,**

Plaintiff,

-vs.-

**JOSEPH SIGNORE, individually, and
LAURA SIGNORE, individually.**

Defendants.

**PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS TO
DEFENDANT JOSEPH SIGNORE**

Pursuant to Rule 36 of the Federal Rules of Civil Procedure, Plaintiff James D. Sallah, Esq., not individually, but solely in his capacity as Court-Appointed Receiver for JCS Enterprises Inc., d/b/a JCS Enterprises Services Inc., T.B.T.I. Inc., My Gee Bo, Inc., JOLA Enterprises Inc., and PSCS Holdings, LLC ("Receiver") hereby propounds the following first request for admissions to Defendant Joseph Signore ("Signore") and requests that they be answered separately and fully in accordance with Federal Rule of Civil Procedure 36 and the definitions and instructions set forth below. Answers to these requests shall be served within thirty (30) days of service.

Except as otherwise provided, each paragraph constitutes a separate statement of fact and is to be admitted or denied separately. If an objection to any Request is made, the reasons therefore must be stated. Each response shall specifically admit or deny the Request, or set forth in detail

the reason why you cannot truthfully admit or deny the Request. A denial shall fairly relate to the substance of the Request. When good faith requires that you qualify an answer and deny only part of the Request, you shall admit so much of the Request as is true, and qualify or deny the remainder.

Pursuant to Rule 36(a)(3) of the Federal Rules of Civil Procedure, a matter is admitted unless, within thirty (30) days after being served, the party to whom the Request is directed serves on the requesting party a written answer or objection addressed to the matter and signed by the party or its attorney. You may not give a lack of information or knowledge as a reason for failure to admit or deny, unless you state that you have made a reasonable inquiry and that the information known or reasonably available to you is insufficient to enable you to admit or deny. You may not object to a Request solely on the grounds that it presents a genuine issue for trial. If you object to any Request under a claim of privilege, please see the instructions below. These requests are intended to be continuing in nature so as to require the addition of supplemental information under the terms and conditions set forth in Fed. R. Civ. P. 26(e).

A. DEFINITIONS AND INSTRUCTIONS

1. The words “you,” “yours” and/or “yourself” means Joseph Signore individually and in any combination with any other person, including any other individual or business entity, and any of his heirs, successors, assigns, attorneys, agents, representatives or any other person acting, or purporting to act, on your behalf, including in your capacity as Chairman, Founder, and/or President of JCS Enterprises Inc. d/b/a “JCS Enterprise Services, Inc.

2. "JCS" shall mean JCS Enterprises, Inc. d/b/a "JCS Enterprise Services, Inc.," predecessors, successors, subsidiaries, assigns, attorneys, agents, representatives or any other person acting, or purporting to act, on its behalf.
3. "My Gee Bo" and "Gee Bo" shall mean My Gee Bo, Inc., predecessors, successors, subsidiaries, assigns, attorneys, agents, representatives or any other person acting, or purporting to act, on its behalf.
4. "JOLA" shall mean JOLA Enterprises Inc., predecessors, successors, subsidiaries, assigns, attorneys, agents, representatives or any other person acting, or purporting to act, on its behalf.
5. "TBTI" shall mean T.B.T.I. Inc., predecessors, successors, subsidiaries, assigns, attorneys, agents, representatives or any other person acting, or purporting to act, on its behalf.
6. "PSCS" shall mean PSCS Holdings, LLC, predecessors, successors, subsidiaries, assigns, attorneys, agents, representatives or any other person acting, or purporting to act, on its behalf.
7. "Receivership Entities" means JCS Enterprises, Inc., d/b/a JCS Enterprises Services, Inc., T.B.T.I. Inc., My Gee Bo, Inc., JOLA Enterprise Inc., and PSCS Holdings, LLC, or any combination of them.
8. "VCMs" shall mean Virtual Concierge Machines.
9. The singular shall include the plural and vice versa; the terms "and" or "or" shall be both conjunctive and disjunctive; and the term "including" mean "including without limitation."

10. For purposes of this discovery request, the terms “and” and “or,” the singular and the plural, and the masculine and feminine shall each include the other so as to maximize the number of documents responsive to the requests.
11. “The relevant period” refers to any time in which you, Joseph Signore, was involved in and/or served as an officer, the Chairman, and/or President of JCS, My Gee Bo and/or JOLA, including but not limited to January 2011 through April 7, 2014 unless otherwise specified in the request.
12. “Agent” shall mean: any agent, employee, officer, director, attorney, independent contractor or any other person acting at the direction of or on behalf of another.
13. The term “third party” or “third parties” refers to individuals or entities that are not a party to this action.
14. The term “action” shall mean the case entitled *James D. Sallah, Esq. v. Joseph Signore*, Case No. 15-80946-Civ-Middlebrooks/Brannon, pending in the United States District Court for the Southern District of Florida.
15. “Exhibits A, B, C, and D to the Complaint” mean Docket Entries 1, 1-1, 1-2, 1-3, and 1-4 to this action, respectively.
16. If you object because of a privilege, you must nevertheless provide the following information pursuant to Local Rule 26.1(e)(2)(B)(ii), unless divulging the information would disclose the privileged information:
 - (a) For documents or electronically stored information, to the extent the information is readily obtainable:

- (1) the type of document (e.g., letter or memorandum) and, if electronically stored information, the software application used to create it (e.g., MS Word, MS Excel);
 - (2) general subject matter of the document or electronically stored information;
 - (3) the date of the document or electronically stored information; and
 - (4) such other information as is sufficient to identify the document or electronically stored information for a subpoena duces tecum, including, where appropriate, the author, addressee, and any other recipient of the document or electronically stored information, and, where not apparent, the relationship of the author, addressee, and any other recipient to each other;
- (b) For oral communications:
- (1) the name of the person making the communication and the names of persons present while the communication was made and, where not apparent, the relationship of the persons present to the person making the communication;
 - (2) the date and the place of communication; and
 - (3) the general subject matter of the communication.

REQUEST FOR ADMISSIONS

1. During the relevant time period, you did not maintain, hold, or otherwise have any professional licenses, including any licenses to offer and sell securities, provide investment advice, or in any way act as a broker dealer.
2. During the relevant time period, JCS was not licensed to offer or sell securities, provide investment advice, or in any way act as a broker dealer.
3. You were the Chairman of JCS.
4. You were the Founder of JCS.
5. You were the President of JCS.
6. You ultimately controlled JCS.
7. You ultimately controlled all financial accounts in the name of JCS.
8. You ultimately controlled all financial accounts in your name.
9. You were the President of Gee Bo.
10. You ultimately controlled the operations of Gee Bo.
11. You ultimately controlled the financial accounts in the name of Gee Bo.
12. Gee Bo is a Florida corporation that you controlled with Laura Signore.
13. Gee Bo is a Florida corporation in which you and Laura Signore were both corporate officers.
14. Gee Bo used and shared office suites leased by JCS.
15. Gee Bo used JCS to pay its expenses.
16. Gee Bo utilized JCS employees.
17. Gee Bo received funds from, and commingled funds with, the Receivership Entities.
18. Gee Bo prominently displayed "GEE BO" or "GEEBO" on JCS's VCMs.
19. Gee Bo prominently displayed "GEE BO" or "GEEBO" on JCS's business cards.

20. Gee Bo prominently displayed "GEE BO" or "GEEBO" on JCS's promotional materials.

21. Gee Bo prominently displayed "GEE BO" or "GEEBO" in JCS's YouTube marketing videos marketing JCS to the public.

22. You were the President of JOLA.

23. You ultimately controlled JOLA.

24. You ultimately controlled all financial accounts in the name of JOLA.

25. During the relevant period, you and Laura Signore were either engaged to be married or legally married.

26. Laura Signore was the Vice Chairperson and Vice President of JCS.

27. Laura Signore was the Treasurer and Secretary of Gee Bo.

28. Laura Signore was the Treasurer and Secretary of JOLA.

29. Paul Schumack was the Vice President of TBTI.

30. Christine Schumack was the President of TBTI.

31. JCS offered contracts to invest in VCMs to the public.

32. You had the authority to enter into an agreement with TBTI whereby TBTI would be the sales agent for JCS and its Virtual Concierge program.

33. JCS solicited investors and contracted with them directly.

34. From at least as early as 2011 through April 7, 2014, you operated JCS.

35. From at least as early as December 2011 through April 7, 2014, you operated JCS as a Ponzi scheme.

36. From at least as early as December 2011 through April 7, 2014, you operated JCS and Gee Bo as a Ponzi scheme.

37. From at least as early as December 2011 through April 7, 2014, that JCS and TBTI engaged in as a Ponzi scheme.

38. From at least as early as December 2011 through April 7, 2014, that JCS, TBTI, and Gee Bo engaged in as a Ponzi scheme.

39. During the relevant period, you controlled, or supervised individuals who operated, the day-to-day operations of JCS.

40. JCS funded the operations of Gee Bo.

41. JCS funded the development of any purported Gee Bo software and/or QuickCheck.

42. During the relevant period, in your capacity as Chairman and President of JCS, you entered into an agreement with TBTI whereby TBTI would be the sales agent for JCS and its Virtual Concierge program.

43. During the relevant period, JCS offered and sold investments in its VCMs, which would purportedly pay income to investors from advertising revenues generated by the VCMs.

44. During the relevant period, JCS, TBTI and Gee Bo, combined, raised approximately \$80.7 million from approximately 1,776 investors nationwide by selling contracts for more than 22,500 VCMs.

45. Although 22,500 VCMs were sold, less than 100 operating VCMs were actually placed.

46. JCS and TBTI contracts with investors represented that advertising revenue would provide investors with a return of \$300 per month, per machine, for thirty-six (36) to forty-eight (48) months.

47. In JCS's passive program, buyers never took possession of actual VCMs.

48. In JCS's passive program, JCS and TBTI kept possession of any VCMs.

49. In JCS's passive program, JCS and TBTI decided where to place any VCMs.

50. In JCS's passive program, JCS and TBTI had the obligation to maintain any VCMs and relocate any such VCMs if the placement was bad.

51. Other than filling out paperwork, buyers did not have to do anything to earn their \$300 monthly income per VCM with JCS.

52. In JCS's passive program, buyers were dependent upon your expertise and/or the efforts of JCS for their returns.

53. JCS was never registered with the Securities and Exchange Commission in any capacity.

54. JCS's investment offerings were never registered with the Securities and Exchange Commission in any capacity.

55. JCS told buyers that it assigned serial numbers to their contracted VCMs.
56. JCS never actually assigned serial numbers to their contracted VCMs.
57. Any serial numbers that JCS provided to investors in VCMs were fictitious.
58. Buyers signed contracts for VCMs with JCS and/or TBTI.
59. The JCS contracts that the buyers signed were for either a period of thirty-six (36) or forty-eight (48) months.
60. Buyers would pay from \$2,600 to \$4,500 to enter into JCS's passive agreement where buyers would not have to invest any effort in order to profit.
61. JCS's buyers were led to expect profits of \$300 per month.
62. During the relevant period, JCS sold investment contracts to the public.
63. During the relevant period, JCS sold securities to the public.
64. During the relevant period, JCS and TBTI combined earned a total of approximately \$21,000 in advertising revenue from VCMs.
65. During the relevant period, advertising revenues were grossly insufficient to pay the promised returns to investors.
66. JCS's advertising was the only meaningful source of revenue or cash inflow from which JCS had to pay buyers, investors, and/or any other creditors.
67. JCS's advertising revenues could not cover the promised profit to VCM buyers.
68. During the relevant time period, JCS and TBTI used new investor funds to make so-called "returns" to earlier investors in the total amount of \$49.7 million.
69. You ultimately caused JCS to transfer monies as returns and/or redemptions to earlier investors.
70. You ultimately caused JCS to transfer monies for commissions paid to agents who perpetuated your scheme.
71. You caused JCS to transfer approximately \$42 million to TBTI so that TBTI could make \$39 million in monthly payments to investors.
72. You caused JCS to transfer monies to yourself for your own use.

73. You caused JCS to transfer monies to vendors in order to continue its operations.
74. You caused JCS to transfer funds to you for other business ventures.
75. You caused JCS to transfer funds to you for recreational purposes.
76. You caused JCS to transfer funds to you in order to satisfy financial obligations.
77. You personally received transfers from JCS for your own benefit.
78. During the relevant period, you caused JCS and JOLA to provide you with personal benefits totaling at least \$607,036.25.
79. During the relevant period, you caused JCS and JOLA to pay Laura Signore at least \$819,723.42.
80. During the relevant period, you caused JCS and JOLA to pay you and Laura Signore, jointly, \$17,500.00.
81. During the relevant time period, you caused JCS, Laura Signore, and JOLA to purchase real property for your benefit.
82. During the relevant time period, you caused JCS and JOLA to purchase personal property.
83. During the relevant time period, you caused JCS and JOLA to purchase other goods for your own benefit.
84. During the relevant period, you caused JCS and JOLA to pay for credit cards for your own benefit.
85. During the relevant period, you caused JCS and JOLA to pay \$4,452,833.71, which ultimately personally benefitted you.
86. On April 7, 2014, JCS was insolvent.
87. On April 7, 2014, JCS's liabilities exceeded its assets.
88. During the relevant period, you caused JCS and Gee Bo to make payments to third parties for your own benefit.
89. During the relevant period, you caused JCS and Gee Bo to make payments to third parties in the form of commissions paid to agents.
90. During the relevant period, you caused JCS and Gee Bo to make payments to third parties in the form of payments to investors as purported income payments.

91. On April 2, 2013, you caused JCS to transfer \$20,660.14 to a company for the purchase of a 2012 Ford van in order to promote JCS, Gee Bo and www.mygeebo.com.

92. On October 15, 2013, you caused JCS to transfer \$50,000 from BB&T Bank account number 241915654 to a marketing company for a Gee Bo 90 day marketing plan.

93. On October 17, 2013, you caused JCS to transfer \$200,000 from JCS BB&T Bank account number 241915654 to a talent agent in order to hire a celebrity to promote Gee Bo.

94. On October 22, 2013, you caused JCS to transfer \$500,000 from JCS Scottrade account 67676374 to Gee Bo Scottrade account 57443916.

95. During the relevant period, you caused JCS to make transfers aggregating approximately \$2,500,000 for your own benefit, and that

a. Of the \$2,500,000 that you transferred from JCS, you received \$1,200,000 in payroll and payments;

b. Of the \$2,500,000 that you transferred from JCS, you used at least \$535,000 to purchase a 4,400 square foot residence located in Palm Beach Gardens, Florida;

c. Of the \$2,500,000 that you transferred from JCS, you withdrew approximately \$430,000 in cash from the JCS's bank accounts;

d. Of the \$2,500,000 that you transferred from JCS, you purchased a vacant parcel of land in Palm Beach County for approximately \$115,000;

e. Of the \$2,500,000 that you transferred from JCS, you purchased a 1986 Rolls Royce for \$26,000 and spent an additional \$60,500 in upgrades to the 1986 Rolls Royce;

f. Of the \$2,500,000 that you transferred from JCS, you purchased thirteen (13) one-ounce gold bars for a total of \$25,000;

g. Of the \$2,500,000 that you transferred from JCS, you made purchases from Jupiter Jewelry totaling more than \$13,000; and

h. Of the \$2,500,000 that you transferred from JCS, you spent over \$65,000 in travel to Italy, Sandals St. Lucia, Los Angeles and the Bahamas.

96. You did not tell JCS investors that you spent their money on personal benefits.

97. You caused, directly or indirectly, the transfers in Exhibit A of the Complaint.

98. You caused, directly or indirectly, the transfers in Exhibit B of the Complaint.

99. You caused, directly or indirectly, the transfers in Exhibits C of the Complaint.

100. You caused, directly or indirectly, the transfers in Exhibits D of the Complaint.

101. JCS did not receive reasonably equivalent value in exchange for each of the transfer(s) of funds it made to you, directly or indirectly for your benefit, including each of the transfers listed in Exhibits A, B, and D to the Complaint.

102. JCS did not receive reasonably equivalent value in exchange for the transfers of funds listed in Exhibits A, B, C, and D to the Complaint that you caused it, directly or indirectly, to make to third parties.

103. JCS did not receive reasonably equivalent in exchange for the transfer of funds it made for the purchase of real estate on your behalf.

104. JOLA did not receive reasonably equivalent value in exchange for the transfer of funds that JOLA made for the purchase of real estate on your behalf.

105. The Receivership Entities did not receive reasonably equivalent value in exchange for the transfer of funds from your former wife, Laura Signore, for the purchase of real estate on your behalf.

106. The Receivership Entities did not receive reasonably equivalent value in exchange for any funds, goods, and/or services that you received from them.

107. JOLA did not receive reasonably equivalent value in exchange for the transfer of funds it received from TBTI.

108. Investors' funds in VCMs were the ultimate source of funds used to purchase real property located at 14161 64th Drive North, Palm Beach Gardens, Florida 33418-7212 and a parcel of land in Section 16, Township 41 South, Range 42 East, in Palm Beach County, Florida.

109. The transfers listed in Exhibits A, B, C, and D to the Complaint were not made in good faith.

110. You did not tell investors in VCMs that you spent their money on other business ventures.

111. You did not tell investors in VCMs that you spent their money on recreational purposes.

112. You did not tell investors in VCMs that you spent their money in order to satisfy financial obligations.

113. You did not tell investors in VCMs that you used their money to pay out earlier investors.

114. You were the authorized signatory and ultimately had control over American Express account number 5-66003 in the name of JCS Enterprises, Inc./Joseph Signore.

115. You were the authorized signatory and ultimately had control over American Express account number 5-65005 in the name of JCS Enterprises, Inc./Joseph Signore.

116. You were the authorized signatory and ultimately had control over American Express account number 5-64008 in the name of JCS Enterprises, Inc./Joseph Signore.

117. You were the authorized signatory and ultimately had control over American Express account number 5-63000 in the name of JCS Enterprises, Inc./Joseph Signore.

118. You were the authorized signatory and ultimately had control over American Express account number 5-62010 (*5-62002) in the name of JCS Enterprises, Inc./Joseph Signore.

119. You were the authorized signatory and ultimately had control over American Express account number 5-62002 in the name of JCS Enterprises, Inc./Malcolm Swasey.

120. You were the authorized signatory and ultimately had control over BB&T Bank account number 241915654 in the name JCS Enterprises, Inc.

121. You were the authorized signatory and ultimately had control over BB&T Bank account number 0000240191024 in the name My Gee Bo, Inc.

122. You were the authorized signatory and ultimately had control over Regions Bank account number 0185140589 in the name JOLA Enterprises Inc.

123. You were the authorized signatory and ultimately had control over Regions Bank account number 0185140546 in the name JOLA Enterprises, Inc.

124. You were the authorized signatory and ultimately had control over Regions Bank account number 0171104372 in the name Joseph Signore.

125. You were the authorized signatory and ultimately had control over Regions Bank safe box account 009247990010150.

126. Admit that you were the authorized signatory and ultimately had control over Scottrade account number 57443916 in the name of MY GEE BO, Inc.

127. You were the authorized signatory and ultimately had control over Scottrade account number 400001312309 in the name of Joseph Signore.

128. You were the authorized signatory and ultimately had control over Scottrade account number 400001312815 in the name of Joseph/Laura Signore.

129. You were the authorized signatory and ultimately had control over Scottrade account number 73300583 in the name of Joseph Signore.

130. You were the authorized signatory and ultimately had control over Scottrade account number 73300584 in the name of Joseph Signore Laura Signore JT Ten.

131. You were the authorized signatory and ultimately had control over Scottrade account number 67676374 in the name of JCS Enterprises, Inc.

132. You were the authorized signatory and ultimately had control over Seacoast National Bank account number 4367111921 in the name of JCS Enterprises Services, Inc.

133. You were the authorized signatory and ultimately had control over Seacoast National Bank account number 4367112061 in the name of JCS Enterprises Services, Inc.

134. You were the authorized signatory and ultimately had control over Seacoast National Bank account number 4367112141 in the name of JCS Enterprises Services, Inc. "M" Account.

135. You were the authorized signatory and ultimately had control over Seacoast National Bank account number 4367114001 in the name of JCS Enterprises Services, Inc.

136. You were the authorized signatory and ultimately had control over SunTrust account number 1000164563602 in the name of JCS Enterprises, Inc.

137. You were the authorized signatory and ultimately had control over SunTrust account number 1000164563610 in the name of JCS Enterprises, Inc. Manufacturer.

138. You were the authorized signatory and ultimately had control over SunTrust account number 1000164563628 in the name of JOLA Enterprises, Inc.

139. You were the authorized signatory and ultimately had control over SunTrust account number 1000164563636 in the name of My Gee Bo, Inc.

140. You were the authorized signatory and ultimately had control over SunTrust account number 1000164563594 in the name of Joseph Signore.

141. You were the authorized signatory and ultimately had control over TD Bank account number 426-5818571 in the name of JCS Enterprises, Inc.

142. You were the authorized signatory and ultimately had control over TD Bank account number 426-5396824 in the name of JCS Enterprises, Inc.

143. You were the authorized signatory and ultimately had control over TD Bank account number 425-2486688 in the name of JCS Enterprises, Inc.

144. You were the authorized signatory and ultimately had control over TD Bank account number 426-9187659 in the name of JCS Enterprises, Inc.

145. You were the authorized signatory and ultimately had control over TD Bank account number 426-9613894 in the name of JCS Enterprises Gee Bo Acct.

146. You were the authorized signatory and ultimately had control over TD Bank account number 426-5818109 in the name of JCS Enterprises Manufacturing Account.

147. You were the authorized signatory and ultimately had control over TD Bank account number 426-9614115 in the name of JOLA Enterprise, Inc.

148. You were the authorized signatory and ultimately had control over TD Bank account number 426-0409325 in the name of Joseph Signore.

149. You were the authorized signatory and ultimately had control over TD Bank account number 428-2288715 in the name of Joseph Signore.

150. You were the authorized signatory and ultimately had control over TD Bank account number 425-1846742 in the name of Joseph Signore.

151. You were the authorized signatory and ultimately had control over TD Bank account number 473-3560092 in the name of Joseph Signore.

152. On December 16, 2003, you petitioned for bankruptcy under Chapter 7 of the United States Bankruptcy Code in the District of New Jersey and you were discharged from this bankruptcy on or about March 4, 2004.

153. On February 10, 2006, you were adjudicated guilty per a plea agreement to theft charges emanating from your failure to share proceeds from the sale of an automobile with a charity to which you were legally obligated in the case styled *New Jersey v. Signore*, Case No. 04114261-001 (N.J. Super. Cr. Law Div. February 10, 2006).

154. On February 10, 2006, you were adjudicated guilty per a plea agreement to theft charges emanating from you unlawfully obtaining vehicles owned by Sears Roebuck & Company, selling the vehicles, and retaining the proceeds for yourself in the case styled *New Jersey v. Signore*, Case No. 0411272-001 (N.J. Super. Cr. Law Div. February 10, 2006).

155. You had to pay \$11,475 in restitution to the National Multiple Sclerosis Society, as well as nominal amounts to other organizations, and fees.

156. You were previously sentenced in New Jersey to four years' probation, restitution of \$47,850, and other nominal fines and fees.

157. On December 7, 2015, you were found guilty of conspiracy to commit wire fraud and mail fraud in the case styled *United States v. Signore, et al.*, Case No. 14-80081-CR-DTKH (S.D. Fla April 7, 2014).

158. On December 7, 2015, you were found guilty of fourteen (14) counts of mail fraud in the case styled *United States v. Signore, et al.*, Case No. 14-80081-CR-DTKH (S.D. Fla April 7, 2014).

159. On December 7, 2015, you were found guilty of nine (9) counts of wire fraud in the case styled *United States v. Signore, et al.*, Case No. 14-80081-CR-DTKH (S.D. Fla April 7, 2014).

160. On December 7, 2015, you were found guilty of conspiracy to commit money laundering in the case styled *United States v. Signore, et al.*, Case No. 14-80081-CR-DTKH (S.D. Fla April 7, 2014).

161. On December 7, 2015, you were found guilty of promotional money laundering in the case styled *United States v. Signore, et al.*, Case No. 14-80081-CR-DTKH (S.D. Fla April 7, 2014).

162. On December 7, 2015, you were found guilty of three (3) counts of concealment money laundering in the case styled *United States v. Signore, et al.*, Case No. 14-80081-CR-DTKH (S.D. Fla April 7, 2014).

163. On December 7, 2015, you were found guilty of three (3) counts of transactional money laundering in the case styled *United States v. Signore, et al.*, Case No. 14-80081-CR-DTKH (S.D. Fla April 7, 2014).

Dated: June 7, 2016

Respectfully Submitted,

SALLAH ASTARITA & COX, LLC

By:



Jeffrey L. Cox
Florida Bar No. 173479

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*Counsel for JAMES D. SALLAH, not individually,
but solely in his capacity as Court-Appointed
Receiver for JCS Enterprises Inc., d/b/a JCS
Enterprises Services Inc., T.B.T.I. Inc., My Gee Bo,
Inc., JOLA Enterprise Inc., and PSCS Holdings,
LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 7, 2016, I caused the foregoing Plaintiff's First Request for

Admissions to be served on Defendants via U.S. Mail, postage prepaid:

JOSEPH SIGNORE
Register Number 05081-104
FDC Miami
Federal Detention Center
P.O. Box 019120
Miami, FL 33101; and

LAURA GRANDE-SIGNORE
Register Number 05259-104
FDC Miami
Federal Detention Center
P.O. Box 019120
Miami, FL 33101


Jeffrey L. Cox, Esq.