

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

**CASE NO.** \_\_\_\_\_

**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.**

**4-1-1 GROUP, INC., d/b/a 4-1-1 Hitting  
Group, Inc., a Virginia corporation,  
CERTIFIED TAX EXPERTS, INC., a  
Florida corporation,  
MICHAEL FURFARO, an individual, and  
MAF GIANTS, INC., a Florida  
corporation,**

**Defendants.**

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**COMPLAINT**

Plaintiff James D. Sallah, Esq. (“Plaintiff,” “Mr. Sallah,” or the “Receiver”), not individually, but solely in his capacity as Court-Appointed Receiver for JCS Enterprises Inc., d/b/a JCS Enterprises Services Inc. (“JCS”), T.B.T.I. Inc. (“TBTI”), My Gee Bo, Inc. (“Gee Bo”), JOLA Enterprise Inc. (“JOLA”), and PSCS Holdings, LLC (“PSCS”) (collectively, the “Receivership Entities” or the “Receivership Estate”), by and through undersigned counsel, hereby sues 4-1-1 Group, Inc., d/b/a 4-1-1 Hitting Group, Inc., (“411”), Certified Tax Experts, Inc., a Florida corporation (“CTE”), Michael Furfaro, an individual (“Furfaro”), and MAF Giants, Inc., a Florida corporation (“MAF Giants”), (collectively, “Defendants”) and alleges as follows:

**I. PARTIES AND OTHER RELEVANT PERSONS**

**A. THE RECEIVER, JAMES D. SALLAH, ESQ.**

1. On April 7, 2014, the United States Securities and Exchange Commission (the “SEC”) commenced an action against JCS, TBTI, and two individuals, Joseph Signore (“Joseph Signore”) and Paul L. Schumack, II (“Schumack”) in the case styled, *Securities and Exchange Commission v. JCS Enterprises, Inc., d/b/a JCS Enterprises Services, Inc., T.B.T.I. Inc., Joseph Signore, and Paul L. Schumack, II.*, Case No. 14-CV-80468-MIDDLEBROOKS/BRANNON (S.D. Fla. Apr. 7, 2014) (the “SEC Case”).

2. On April 7, 2014, the Honorable Donald M. Middlebrooks, United States District Court Judge, issued an Amended Receivership Order and appointed Mr. Sallah as Receiver over JCS and TBTI.

3. On April 14, 2014, the Court expanded the Receivership over Gee Bo. On December 12, 2014, the Court expanded the Receivership over JOLA and PSCS.

4. On December 15, 2014, the Court reappointed Mr. Sallah as Receiver for the Receivership Entities (the “Reappointment Order”). A copy of the Reappointment Order is attached hereto as **Exhibit A**.

5. In the Reappointment Order, the Court has directed the Receiver to:

Investigate the manner in which the affairs of the Receivership Entities were conducted and institute such actions and legal proceedings, for the benefit and on behalf of the Receivership Entities and their investors and other creditors as the Receiver deems necessary against those individuals, corporations, partnerships, associations and/or unincorporated organizations, which the Receiver may claim have wrongfully, illegally or otherwise improperly misappropriated or transferred monies or other proceeds directly or indirectly traceable from investors in the Receivership Entities, including their officers, directors, employees, affiliates, subsidiaries, or any persons acting in concert or participation with them, or against any transfers of money or other proceeds directly or indirectly traceable from investors in the

Receivership Entities; provided such actions may include, but not be limited to, seeking imposition of constructive trusts, disgorgement of profits, recovery and/or avoidance of fraudulent transfers under Florida Statute §726.101, *et seq.* or otherwise, rescission and restitution, the collection of debts, and such orders from this Court as may be necessary to enforce this Order.

6. In accordance with 28 U.S.C. §754, the Receiver filed a copy of the Complaint in the SEC Case and a copy of the Amended Receivership Order in the United States District Courts for the Eastern District of Virginia, where Defendant 411 maintains its principal place of business, within ten (10) days of issuance.

7. In accordance with the Amended Receivership Order and the Reappointment Order, Mr. Sallah has brought this action, not in his individual capacity, but solely in his capacity as Court-Appointed Receiver, to recover money transferred to Defendants from the Receivership Entities in excess of Defendant's principal investment.

**B. THE RECEIVERSHIP ENTITIES**

8. JCS is a Delaware corporation, incorporated in 2010, with its principal place of business in Jupiter, Florida. Joseph Signore was the Chairman and President of JCS, and Laura Signore ("Laura Signore") was Vice Chairperson and Vice President.

9. TBTI is a Florida corporation, incorporated in 2001, with its former principal place of business in Coconut Creek, Florida. Schumack was Vice President of TBTI, and Christine Schumack ("Christine Schumack") was its President.

10. Gee Bo is a Florida corporation, incorporated in 2013, with its former principal place of business in Jupiter, Florida. Defendant Joseph Signore was Gee Bo's President and Defendant Laura Signore was its Treasurer and Secretary.

11. JOLA is a Florida corporation, incorporated in 2013, with its former principal place of business in Jupiter, Florida.

12. PSCS is a limited liability company organized under the laws of the State of Florida in 2013 with its former principal place of business in Highland Beach, Florida.

**C. DEFENDANTS**

13. Upon information and belief, Defendant 4-1-1 Group, Inc., d/b/a 4-1-1 Hitting Group, Inc., is a Virginia corporation with its principal place of business in Mechanicsville, Virginia. Upon information and belief, the controlling shareholder of 411 was Stephen Walton during the relevant time period.

14. Upon information and belief, Defendant Certified Tax Experts, Inc., is a Florida corporation with its principal place of business in Boca Raton, Florida. Upon information and belief, the controlling shareholder of CTE was William Tyler during the relevant time period.

15. Upon information and belief, Defendant Michael Furfaro is a citizen of Florida who resides in Jupiter, Florida.

16. Upon information and belief, Defendant MAF Giants, Inc., is a Florida corporation with its principal place of business in Jupiter, Florida. Upon information and belief, the controlling shareholder of CTE was Michael Furfaro during the relevant time period.

**II. JURISDICTION AND VENUE**

17. The Court has subject matter jurisdiction over this matter pursuant to 15 U.S.C. § 78aa, 28 U.S.C. § 754, and principles of ancillary or supplemental jurisdiction under 28 U.S.C. § 1367. This Complaint is brought to accomplish the objectives of the Receivership Order, and thus this matter is ancillary to the Court's exclusive jurisdiction over the Receivership Estate.

18. The Court has personal jurisdiction over Defendants pursuant to 28 U.S.C. §§ 754 and 1692.

19. Venue in this District and Division is proper under 28 U.S.C. § 754 as this action is related to the SEC Case pending in this District, and the Receiver was appointed in this District.

### **III. FACTS RELEVANT TO THE RECEIVER'S CLAIMS**

#### **A. THE JCS-TBTI PONZI SCHEME**

20. JCS manufactured and marketed virtual concierge machines ("VCMs"), which are free-standing or wall-mounted, ATM-like machines that were promised to be placed at various locations to enable businesses to advertise their products and services via touch screen and printable tickets or coupons which were dispensed from the VCMs.

21. In 2011, JCS and TBTI entered into an agreement whereby TBTI would be the sales agent for JCS and its Virtual Concierge program.

22. From at least as early as 2011 through April 7, 2014, Joseph Signore operated JCS.

23. From at least as early as 2011 through April 7, 2014, Schumack operated TBTI.

24. Joseph Signore and Schumack offered and sold investments in JCS's VCMs, which would purportedly pay income to investors from advertising revenues generated by the VCMs.

25. JCS and TBTI, combined, raised approximately \$80.8 million from at least 1,800 investors by selling contracts for more than 22,500 VCMs.

26. These sales to investors were documented through contracts with JCS and TBTI, and those contracts represented that advertising revenue would provide investors with a return of \$300 per month for thirty-six (36) to forty-eight (48) months, or a return of at least \$10,800 over a 36 month period.

27. However, advertising revenues were insufficient to pay the promised returns to investors.

28. During the relevant time period from 2011 through April 7, 2014, JCS and TBTI, combined, earned a total of approximately \$21,000 in advertising revenue from these machines.

29. To put things into perspective, the advertising revenue actually generated by VCMs would not even have supported the obligations for two (2) VCMs that were sold under the shorter, 36-month contracts, let alone more than 22,000 VCMs. Moreover, based on a conservative calculation assuming that the payment stream would be limited to 36 months, JCS and TBTI would have been obligated to pay more than \$243.4 million to investors during the duration of these investment contracts, or \$6.75 million per month.

30. Besides approximately \$21,000 in advertising revenue, JCS and TBTI generated no other meaningful source of revenue or cash inflows from which to pay investors.

31. In order to maintain the fiction that the investment was valid and make these payments to investors, Joseph Signore and Paul Schumack caused JCS and TBTI, respectively, to use new investor funds to make so-called “returns” to earlier investors in the total amount of \$49.7 million.

32. While Joseph Signore operated JCS and Paul Schumack operated TBTI, they caused JCS and TBTI to transfer monies: (a) as returns and/or redemptions to earlier investors; (2) for commissions paid to agents who perpetuated their scheme; and (3) for their own use, including diverting funds to themselves or other companies they controlled.

33. These transfers were made almost exclusively from: (1) principal money from new investors; (2) existing investors’ principal investment money; and/or (3) additional principal investment money from existing investors.

34. All transfers that Joseph Signore wrongfully caused JCS to make as returns and/or redemptions to investors and as commissions paid to agents were diverted and misappropriated by Joseph Signore in furtherance of his scheme.

35. All transfers that Paul Schumack wrongfully cause TBTI to make as returns and/or redemptions to investors and as commissions paid to agents were diverted and misappropriated by Paul Schumack in furtherance of his scheme.

36. As a result, Joseph Signore operated JCS as a Ponzi scheme.

37. As a result, Paul Schumack operated TBTI as a Ponzi scheme.

38. Indeed, regarding this Ponzi scheme, on December 7, 2015, a jury sitting in the United States District Court for the Southern District of Florida found Joseph Signore and Paul Schumack guilty of multiple crimes, including conspiracy to commit wire or mail fraud; mail fraud; wire fraud; conspiracy to commit money laundering; promotional money laundering; concealment money laundering; and transactional money laundering. *See United States of America v. Joseph Signore, Paul Lewis Schumack II, and Laura Grande-Signore, Jury Verdicts (DE 677, 678), Case No. 9:14-cr-80081-HURLEY (S.D. Fla. Dec. 7, 2015).*

39. Further, on November 18, 2016, the Honorable Donald M. Middlebrooks entered summary judgment against Joseph Signore, finding that “[Joseph] Signore and [Paul] Schumack operated JCS and TBTI, respectively, as part of a single, continuous Ponzi scheme.” *James D. Sallah, as Receiver v. Joseph Signore, et al., Order Granting Summary Judgment, DE 125, Case No. 15-cv-80946-MIDDLEBROOKS (S.D. Fla. Nov. 18, 2016).*

**B. SCHUMACK CAUSED TBTI TO TRANSFER FUNDS FRAUDULENTLY TO 411**

40. Schumack caused TBTI to make commission payments (“Commission Payments”) to Defendant 411 in exchange for selling VCM contracts to investors, including the following payments:

<b>Date</b>	<b>Amount</b>
5/9/13	\$13,200.00
5/20/13	4,200.00
6/20/13	3,000.00
7/9/13	11,450.00
7/29/13	1,500.00
8/13/13	16,800.00
8/22/13	1,500.00
8/22/13	8,400.00
9/5/13	3,600.00
9/26/13	1,500.00
10/8/13	9,600.00
10/21/13	1,500.00
11/25/13	18,600.00
11/26/13	1,500.00
12/16/13	22,800.00
1/3/14	1,500.00
1/3/14	9,600.00
1/6/14	34,800.00
2/10/14	12,600.00
2/10/14	3,000.00
<b><u>Total:</u></b>	<b><u>\$180,650.00</u></b>

41. Schumack caused TBTI to make these Commission Payments with actual intent to hinder, delay, or defraud TBTI.

42. TBTI did not receive a reasonably equivalent value in exchange for these transfers of purported commission payments to Defendant 411.

43. At the time of these transfers, Paul Schumack was engaged, or was about to engage, in a business or a transaction for which his remaining assets were unreasonably small in relation to the business or transaction.



44. At the time of these transfers, Paul Schumack intended to incur, or believed or reasonably should have believed that he would incur, debts beyond his ability to pay as they became due.

45. TBTI was harmed by this unauthorized course of conduct, which was effectuated by Paul Schumack, individually, or through his control of TBTI.

46. This conduct dissipated TBTI's assets.

47. Accordingly, Paul Schumack is a debtor under Fla. Stat. §726.102(6), and the Receiver, on behalf of the Receivership Entities, is a creditor of Paul Schumack for the recovery of wrongful transfers he made to third parties, including the Commission Payments made to Defendant 411 for the sale of VCM contracts.

**C. JOSEPH SIGNORE CAUSED JCS TO TRANSFER FUNDS FRAUDULENTLY TO CTE, FURFARO AND MAF GIANTS**

48. Joseph Signore caused JCS to make commission payments ("Commission Payments") to Defendant CTE in exchange for selling VCM contracts to investors, including the following payments:

<b>Date</b>	<b>Amount</b>
5/8/13	\$1,500.00
5/10/13	2,500.00
6/19/13	5,000.00
7/11/13	1,000.00
8/8/13	500.00
8/8/13	1,000.00
8/13/13	7,500.00
8/27/13	5,000.00
8/27/13	7,000.00
9/5/13	2,500.00
9/5/13	5,000.00
9/13/13	7,500.00
9/24/13	5,000.00
10/2/13	10,000.00
10/16/13	4,000.00

1/7/14	500.00
1/7/14	14,500.00
3/5/14	12,500.00
<b>Total:</b>	<b><u>\$92,500.00</u></b>

49. Joseph Signore caused JCS to make commission payments (“Commission Payments”) to Defendant Furfaro in exchange for selling VCM contracts to investors, including the following payments:

<b>Date</b>	<b>Amount</b>
9/17/13	\$1,600.00
9/17/13	4,000.00
9/27/13	4,000.00
10/3/13	9,600.00
10/18/13	1,600.00
10/23/13	1,600.00
11/4/13	8,000.00
11/13/13	8,000.00
11/20/13	6,400.00
12/6/13	5,600.00
12/24/13	3,600.00
12/27/13	7,600.00
1/13/14	8,800.00
1/14/14	800.00
<b>Total:</b>	<b><u>\$71,200.00</u></b>

50. Joseph Signore caused JCS to make commission payments (“Commission Payments”) to Defendant MAF Giants in exchange for selling VCM contracts to investors, including the following payments:

<b>Date</b>	<b>Amount</b>
1/14/14	\$3,600.00
1/22/14	1,200.00
3/4/14	2,400.00
3/6/14	2,400.00
4/3/14	2,400.00
<b>Total:</b>	<b><u>\$12,000.00</u></b>

51. Joseph Signore caused JCS to make these Commission Payments to Defendants CTE, Furfaro and MAF Giants with actual intent to hinder, delay, or defraud JCS.

52. JCS did not receive a reasonably equivalent value in exchange for these transfers of purported commission payments to Defendants CTE, Furfaro and MAF Giants.

53. At the time of these transfers, Joseph Signore was engaged, or was about to engage, in a business or a transaction for which his remaining assets were unreasonably small in relation to the business or transaction.

54. At the time of these transfers, Joseph Signore intended to incur, or believed or reasonably should have believed that he would incur, debts beyond his ability to pay as they became due.

55. JCS was harmed by this unauthorized course of conduct, which was effectuated by Joseph Signore, individually, or through his control of JCS.

56. This conduct dissipated JCS's assets.

57. Accordingly, Joseph Signore is a debtor under Fla. Stat. §726.102(6), and the Receiver, on behalf of the Receivership Entities, is a creditor of Joseph Signore for the recovery of wrongful transfers he made to third parties, including the Commission Payments made to Defendants CTE, Furfaro and MAF Giants for the sale of VCM contracts.

**D. JOSEPH SIGNORE CAUSED JCS TO TRANSFER INCOME PAYMENTS FRAUDULENTLY TO FURFARO**

58. Defendant Furfaro invested \$27,104.80 in VCM contracts with JCS in the amounts indicated in the table, below, and received \$111,000.00 in income payments ("Income Payments") from JCS for their respective investments. **Exhibit B**, attached hereto, details the date and amount of each such transfer from and to Defendant Furfaro, Defendant Furfaro invested \$27,104.80 in VCM contracts and received \$111,000.00 in Income Payments from JCS.

59. Joseph Signore caused JCS to make these Income Payments with actual intent to hinder, delay, or defraud JCS.

60. JCS did not receive a reasonably equivalent value in exchange for any Income Payments that were made to Defendant Furfaro in excess of the amounts Furfaro invested (the "Excess Income Payments").

61. At the time of these transfers, Joseph Signore was engaged, or was about to engage, in a business or a transaction for which his remaining assets were unreasonably small in relation to the business or transaction.

62. At the time of these transfers, Joseph Signore intended to incur, or believed or reasonably should have believed that he would incur, debts beyond his ability to pay as they became due.

63. JCS was harmed by this unauthorized course of conduct, which was effectuated by Joseph Signore, individually, or through his control of JCS.

64. This conduct dissipated JCS's assets.

65. Accordingly, Joseph Signore is a debtor under Fla. Stat. §726.102(6), and the Receiver, on behalf of the Receivership Entities, is a creditor of Joseph Signore.

**E. DEFENDANTS' RETENTION OF THE BENEFITS CONFERRED BY  
THE RECEIVERSHIP ESTATE**

66. TBTI and JCS conferred benefits on Defendants, respectively, including the transfers to Defendants of funds of the Commission Payments and the excess Income Payments made to Furfaro.

67. Defendants accepted these benefits willfully and voluntarily.

68. Defendants continue to retain the benefits conferred on them by JCS or TBTI, as applicable.

69. To allow the Defendants to retain these funds would be inequitable and unjust, including to investors in the Receivership Entities.

**CONDITIONS PRECEDENT**

70. All conditions precedent for asserting the claims herein have been satisfied, executed or waived.

**COUNT I**  
**SECTION 726.105(1)(a), FLA. STAT.:**  
**UNIFORM FRAUDULENT TRANSFER ACT**  
**(AGAINST DEFENDANT 411 FOR THE COMMISSION PAYMENTS)**

71. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 70.

72. This claim is asserted in the alternative to Counts II, III, and X.

73. Paul Schumack, a debtor, caused TBTI to transfer Commission Payments to Defendant 411, directly or indirectly, with actual intent to hinder, delay or defraud the Receiver, a creditor.

74. The Receiver is entitled to avoid the fraudulent transfers of the Commission Payments from TBTI to Defendant 411, as set forth in Paragraph 40, pursuant to Section 726.105(1)(a), FLA. STAT.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant 4-1-1 Group, Inc., d/b/a 4-1-1 Hitting Group, Inc., for the Commission Payments listed in Paragraph 40, above, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT II**  
**SECTION 726.105(1)(b), FLA. STAT.:**  
**UNIFORM FRAUDULENT TRANSFER ACT**  
**(AGAINST DEFENDANT 411 FOR THE COMMISSION PAYMENTS)**

75. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 70.

76. This claim is asserted in the alternative to Counts I, III, and X.

77. TBTI did not receive a reasonably equivalent value in exchange for the transfer of the Commission Payments made to Defendant 411.

78. When these transfers were made, Paul Schumack was engaged in a business or transaction for which the remaining assets were unreasonably small in relation to the business or transaction.

79. When these transfers were made, Paul Schumack intended to incur, or believed or reasonably should have believed that he would incur, debts beyond his ability to pay as the debt became due.

80. The Receiver is entitled to avoid the transfers of Commission Payments made from TBTI to Defendant 411, as set forth in Paragraph 40, pursuant to Section 726.105(1)(b), FLA. STAT.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant 4-1-1 Group, Inc., d/b/a 4-1-1 Hitting Group, Inc., for the Commission Payments listed in Paragraph 40, above, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT III**  
**SECTION 726.106(1), FLA. STAT.:**  
**UNIFORM FRAUDULENT TRANSFER ACT**  
**(AGAINST DEFENDANT 411 FOR THE COMMISSION PAYMENTS)**

81. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 70.

82. This claim is asserted in the alternative to Counts I, II, and X.

83. TBTI's claim arose before Paul Schumack caused TBTI to transfer the Commission Payments to Defendant 411.

84. TBTI did not receive a reasonably equivalent value in exchange for the transfer of the Commission Payments made to Defendant 411.

85. Paul Schumack was insolvent at the time of the transfers or became insolvent as a result of the transfers.

86. The Receiver is entitled to void these transfers of Commission Payments from TBTI to Defendant 411, as set forth in Paragraph 40, pursuant to Section 726.106(1) FLA. STAT.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant 4-1-1 Group, Inc., d/b/a 4-1-1 Hitting Group, Inc., for the Commission Payments listed in Paragraph 40, above, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT IV**  
**SECTION 726.105(1)(a), FLA. STAT.:**  
**UNIFORM FRAUDULENT TRANSFER ACT**  
**(AGAINST DEFENDANTS CTE, FURFARO AND MAF GIANTS FOR THE COMMISSION PAYMENTS)**

87. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 70.

88. This claim is asserted in the alternative to Counts V, VI, and X.

89. Joseph Signore, a debtor, caused JCS to transfer Commission Payments to Defendants CTE, Furfaro and MAF Giants, as set forth in Paragraphs 48-50, with actual intent to hinder, delay or defraud the Receiver, a creditor.

90. The Receiver is entitled to avoid these fraudulent transfers of Commission Payments from JCS to Defendants CTE, Furfar and MAF Giants, pursuant to Section 726.105(1)(a), FLA. STAT.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendants CTE, Furfar and MAF Giants avoiding all transfers of Commission Payments made by JCS to Defendants, respectively, directly or indirectly, as set forth in Paragraphs 48-50, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT V**

**SECTION 726.105(1)(b), FLA. STAT.:**

**UNIFORM FRAUDULENT TRANSFER ACT**

**(AGAINST DEFENDANTS CTE, FURFARO AND MAF GIANTS FOR THE COMMISSION PAYMENTS)**

91. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 70.

92. This claim is asserted in the alternative to Counts IV, VI and X.

93. JCS did not receive a reasonably equivalent value in exchange for the transfer of Commission Payments made to Defendants CTE, Furfaro and MAF Giants, as set forth in Paragraphs 48-50, respectively.

94. When these transfers were made, Joseph Signore was engaged in a business or transaction for which the remaining assets were unreasonably small in relation to the business or transaction.



95. When the transfers of Commission Payments were made, Joseph Signore intended to incur, or believed or reasonably should have believed that he would incur, debts beyond his ability to pay as the debt became due.

96. The Receiver is entitled to avoid the Commission Payments made from JCS to Defendants CTE, Furfaro and MAF Giants, pursuant to Section 726.105(1)(b), FLA. STAT.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendants CTE, Furfar and MAF Giants avoiding all transfers of Commission Payments made by JCS to Defendants, respectively, directly or indirectly, as set forth in Paragraphs 48-50, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT VI**  
**SECTION 726.106(1), FLA. STAT.:**  
**UNIFORM FRAUDULENT TRANSFER ACT**  
**(AGAINST DEFENDANTS CTE, FURFARO AND MAF GIANTS FOR THE COMMISSION PAYMENTS)**

97. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 70.

98. This claim is asserted in the alternative to Counts IV, V and X.

99. JCS's claim arose before Joseph Signore caused JCS to transfer the Commission Payments to Defendants CTE, Furfaro and MAF Giants, respectively.

100. JCS did not receive a reasonably equivalent value in exchange for the transfer of the Commission Payments made to Defendants CTE, Furfaro and MAF Giants, as set forth in Paragraphs 48-50, respectively.

101. Joseph Signore was insolvent at the time of the transfers or became insolvent as a result of the transfers.

102. The Receiver is entitled to avoid the Commission Payments transferred from JCS to Defendants CTE, Furfaro and MAF Giants, respectively, pursuant to Section 726.106(1) FLA. STAT.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendants CTE, Furfar and MAF Giants avoiding all transfers of Commission Payments made by JCS to Defendants, respectively, directly or indirectly, as set forth in Paragraphs 48-50, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT VII**  
**SECTION 726.105(1)(a), FLA. STAT.:**  
**UNIFORM FRAUDULENT TRANSFER ACT**  
**(AGAINST DEFENDANT FURFARO FOR THE INCOME PAYMENTS)**

103. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 70.

104. This claim is asserted in the alternative to Counts VIII, IX, and X.

105. Joseph Signore, a debtor, caused JCS to transfer Income Payments to Defendant Furfaro, as set forth in Exhibit B, with actual intent to hinder, delay or defraud the Receiver, a creditor.

106. The Receiver is entitled to avoid these fraudulent transfers of Income Payments from JCS to Defendant Furfaro, pursuant to Section 726.105(1)(a), FLA. STAT.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Furfaro avoiding all transfers of Income Payments made by JCS to Defendant Furfaro, directly or indirectly, as set forth in Exhibit B, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT VIII**  
**SECTION 726.105(1)(b), FLA. STAT.:**  
**UNIFORM FRAUDULENT TRANSFER ACT**  
**(AGAINST DEFENDANT FURFARO FOR THE EXCESS INCOME PAYMENTS)**

107. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 70.

108. This claim is asserted in the alternative to Counts VII, IX, and X.

109. JCS did not receive a reasonably equivalent value in exchange for the transfer of the Income Payments made to Defendant Furfaro in excess of the amounts he invested with JCS (the “Excess Income Payments”).

110. When these transfers were made, Joseph Signore was engaged in a business or transaction for which the remaining assets were unreasonably small in relation to the business or transaction.

111. When the transfers of Excess Income Payments were made, Joseph Signore intended to incur, or believed or reasonably should have believed that he would incur, debts beyond his ability to pay as the debt became due.

112. The Receiver is entitled to avoid the Excess Income Payments made from JCS to Defendant Furfaro, as set forth in Exhibit B, pursuant to Section 726.105(1)(b), FLA. STAT.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Furfaro avoiding all transfers of Income Payments made by JCS to Defendant Furfaro, directly or indirectly, as set forth in Exhibit B, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT IX**  
**SECTION 726.106(1), FLA. STAT.:**  
**UNIFORM FRAUDULENT TRANSFER ACT**  
**(AGAINST DEFENDANT FURFARO FOR THE EXCESS INCOME PAYMENTS)**

113. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 70.

114. This claim is asserted in the alternative to Counts VII, VIII and X.

115. JCS's claim arose before Joseph Signore caused JCS to transfer the Excess Income Payments to Defendant Furfaro.

116. JCS did not receive a reasonably equivalent value in exchange for the transfer of the Excess Income Payments made to Defendant Furfaro, as set forth in Exhibit B.

117. Joseph Signore was insolvent at the time of the transfers or became insolvent as a result of the transfers.

118. The Receiver is entitled to avoid the Excess Income Payments transferred from JCS to Defendant Furfaro, pursuant to Section 726.106(1) FLA. STAT.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Furfaro avoiding all transfers of Income Payments made by JCS to Defendant Furfaro, directly or indirectly, as set forth in Exhibit B, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT X**  
**UNJUST ENRICHMENT**  
**(AGAINST ALL DEFENDANTS)**

119. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 70.

120. This unjust enrichment claim is asserted in the alternative to Counts I through IX in the event the remaining claims pleaded provide an inadequate remedy at law.

121. Defendants received benefits from TBTI and JCS, respectively.

122. Defendants, respectively, knowingly and voluntarily accepted and retained these benefits.

123. The circumstances alleged in this complaint render the retention of those respective benefits by Defendants inequitable and unjust, including to the investors of TBTI, JCS and the Receivership as a whole, so Defendants must pay the Receiver, acting on behalf of JCS, the value of the benefits respectively received.

124. Defendants, respectively, have been unjustly enriched at the expense of TBTI and JCS (and, ultimately, its investors) in the amount of the transfers to Defendants received in excess of the monies they received, and the Receiver is entitled to judgment in that amount.

125. The Receiver, on behalf of TBTI and JCS, is entitled to the return of that money through disgorgement or any other applicable remedy.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendants for the value of the benefits conferred on them, respectively, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

Respectfully submitted,

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individually, but solely in his capacity as  
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