

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

CASE NO.: 9:14-80468-DMM

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

**JCS ENTERPRISES, INC. , d/b/a JCS
ENTERPRISES SERVICES, INC., T.B.T.I. INC.,
JOSEPH SIGNORE, and PAUL L. SCHUMACK, II,**

Defendants.

**DEFENDANTS JCS ENTERPRISES, INC., d/b/a JCS ENTERPRISES SERVICES, INC.
AND T.B.T.I. INC.'S CONSENT TO PRELIMINARY INJUNCTION
AND OTHER RELIEF**

1. Receiver James D. Sallah, on behalf of Defendants JCS Enterprises, Inc., d/b/a JCS Enterprises Services, Inc. and T.B.T.I., Inc. (collectively, the "Defendants"), acknowledges having been served with the summons and the complaint in this action, enters a general appearance, and admits the Court's jurisdiction over the Defendants and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as to personal and subject matter jurisdiction, which Defendants admit), Defendants hereby consent to the entry of the preliminary injunction and other relief in the form attached hereto (the "Preliminary Injunction") and incorporated by reference herein.

3. Defendants enter into this Consent voluntarily and represent that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendants to enter into this Consent.

4. JCS and T.B.T.I. agree that this Consent shall be incorporated into the Preliminary Injunction with the same force and effect as if fully set forth herein.

5. Defendants agree the Commission may present the attached proposed Preliminary Injunction to be entered by this Court in this action, and further agrees the Court shall retain jurisdiction over him.

6. Defendants state they understand the Commission does not confer on them or any other person or entity immunity from any criminal proceedings against him or other persons or entities for any actions related to or arising from this or any other matter.

7. Defendants waive any right they may have to appeal from the entry of this Preliminary Injunction.

8. JCS and T.B.T.I. understand and agree to comply with the terms of 17 C.F.R. §202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint or order for proceedings" and "a refusal to admit the allegations is equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies the allegations." As part of JCS and T.B.T.I.'s agreement to comply with the terms of Section 202.5(e) they: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; (ii) will not make or permit to be made any public statement to the effect that JCS or T.B.T.I. does not admit the allegations in the complaint, or that this Consent contains no admissions of allegations, without also stating it does not deny the allegations; and (iii) upon the filing of this Consent, JCS and T.B.T.I. hereby withdraw any papers filed in this action to the extent that they

deny allegations in the Complaint. If JCS or T.B.T.I. breaches this agreement, the Commission may petition the Court to vacate the Preliminary Injunction. Nothing in this paragraph affects JCS or T.B.T.I.'s (i) testimonial obligations, or (ii) right to take legal or factual positions in litigation or other legal proceedings which the Commission is not a party.

9. Defendants waive service of the Preliminary Injunction and agree the entry of the Preliminary Injunction by the Court and filing with the Clerk in the Southern District of Florida will constitute notice to Defendants of the terms and conditions of such Preliminary Injunction.

10. Defendants agree they will not oppose the enforcement of the Preliminary Injunction on the ground that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and waive any objection based thereon.

I, James D. Sallah, as Receiver of Defendants JCS Enterprises, Inc., d/b/a JCS Enterprises Services, Inc. and T.B.T.I., Inc. consent to the Court's entry of the foregoing Order of Preliminary Injunction and Other Relief against these Defendants.

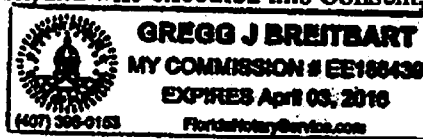

James D. Sallah
Receiver, on behalf of JCS and T.B.T.I.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

On this 11th day of APRIL, 2014, before me personally appeared JAMES D. SALLAH who is personally known to me or _____ who produced a _____ driver's license bearing his name and photograph as identification, and who executed this Consent, and she acknowledged to me that he executed the same.



Notary Public



Commission Expires