

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

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

**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 Enterprise Inc., and PSCS  
Holdings, LLC,**

**Plaintiff,**

**-vs.-**

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

**Defendants.**

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**RECEIVER'S POST-JUDGMENT MOTION TO APPROVE POWER OF ATTORNEY  
JOSEPH GRANDE TO SIGN QUIT CLAIM DEED TO RECEIVER FOR  
FORMER SIGNORE RESIDENCE WITH SUPPORTING MEMORANDUM OF LAW**

James D. Sallah, Esq., not individually, but solely in his capacity as the Court-Appointed Receiver (the "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"), through undersigned counsel, hereby moves this Court to approve Defendant/Judgment Debtor Joseph Signore's Power of Attorney, Joseph Grande, to sign a Quit Claim Deed to the Receiver for the real property located at 14161 64<sup>th</sup> Drive North, Palm Beach Gardens, Florida (the "Signore Residence")<sup>1</sup> that the Receiver already owns by virtue of this

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<sup>1</sup> This Motion only involves the Signore Residence. This Motion does not involve the other real property located at 77 Trail North, Palm Beach Gardens, Florida 33418 (the "Vacant Lot"). The Vacant Lot was the subject of the prior contempt briefing (DE 148, 149, 152, 154, 155, 156), in which Mr. Grande complied and cured the contempt issue by signing a corrective Quit Claim Deed

*Court's self-executing deed in the form of the Final Judgment against Defendants Joseph Signore and Laura Signore*<sup>2</sup> (DE 131). However, and as explained further below, a specific Quit Claim Deed is now required by the title insurer for the Receiver to ultimately sell – as required by the Final Judgment – the subject property for the benefit of the Court-approved creditors of the Receivership Estate.<sup>3</sup>

## **BACKGROUND**

### **A. The Monetary Judgment Amounts**

On December 7, 2016, this Court entered its Final Judgment against Defendants Joseph Signore and Laura Signore (DE 131).<sup>4</sup> Pursuant to paragraph no. 4 of the Final Judgment, the principal judgment amount against Defendant/Judgment Debtor Joseph Signore was \$2,723,397.00, of which \$1,604,672.55 is liable jointly and severally with Defendant/Judgment Debtor Laura Signore. Pursuant to paragraph no. 3 of the Final Judgment, the principal judgment amount against Defendant/Judgment Debtor Laura Signore was \$2,834,849.54, of which \$1,604,672.55 is liable jointly and severally with Defendant/Judgment Debtor Joseph Signore.

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regarding the Vacant Lot to the Receiver. The Receiver recently filed a Motion for Approval of: (1) Private Sale of Real Property (Located at 77 Trail North, Palm Beach Gardens, FL 33418) Free and Clear of Liens, Claims, and Encumbrances; and (2) Form and Manner of Notice of Sale, Bidding, and Auction Procedures (DE 181), which is pending.

<sup>2</sup> Laura Signore is now known as Laura Grande.

<sup>3</sup> There is currently no prohibition on the Receiver's right to file this Motion. The only current prohibition on the Receiver is the Court's Endorsed Order (DE 167) dated August 16, 2017, which required the Receiver to temporarily not move forward with selling the property specified in the previously-issued three Writs of Execution (DE 160-162) (including the box truck, Rolls Royce and personalty in the Signore Residence (defined below)). Those issues are still pending, but are fully briefed, in Signore's Motion to Reconsider (DE 165) and Signore's Motion to Stay (DE 166), to which the Receiver responded (DE 170-171).

<sup>4</sup> Both Joseph Signore and Laura Signore, n/k/a Laura Grande, were convicted for their role in the JCS Ponzi scheme and are currently serving significant time in federal prison.

Pursuant to paragraph no. 6 of the Final Judgment, the Court impressed an equitable lien in the total amount of at least \$552,695.03 on the Signore Residence.

**B. The Final Judgment Vested Title to the Signore Residence in the Receiver's Name, So the Receiver Could Sell It in Partial Satisfaction of the Final Judgment**

Pursuant to paragraph no. 8 of the Final Judgment, the Final Judgment expressly vested title and transferred title to the Signore Residence from the Signores, thereby extinguishing title in their names, to the Receiver, to be sold for the benefit of the Receivership Estate and in partial satisfaction of the Final Judgment. Also in paragraph no. 8, the Final Judgment expressly provides that it constituted a self-executing deed and that no further transfer of title would be required. This Court did all of this so the Signore Residence could “be sold [by the Receiver] for the benefit of the Receivership Estate.” The Receiver has recorded the Final Judgment in the public records for, among other reasons, to record the Receiver’s interest as the owner of the Signore Residence.

In paragraph no. 10(a) of the Final Judgment, this Court retained jurisdiction to “[e]nter such other and further orders as may be necessary or appropriate, including without limitation, writs of possession, execution or otherwise . . . .” The purpose of this language was to allow the Receiver to file post-judgment motions (such as this Motion) for anything that was necessary in order to enforce the Final Judgment, allow the Receiver to collect against Defendants, and ultimately to secure relief for the benefit of the Receivership Estate.

**C. The Title Insurer's Requirement of a Specific Deed**

The Receiver has begun the steps to market and ultimately sell the Signore Residence, including addressing title-related issues to ensure the title insurer for the closing provides title insurance to a future buyer. The Receiver’s closing agent has notified the Receiver that Quit Claim Deeds from Joseph and Laura Signore, or their respective Powers of Attorney, to the Receiver are

necessary for title insurance purposes to close the Receiver's future sale of the Signore Residence.<sup>5</sup> In other words, the title insurer is refusing to accept the Final Judgment as a self-executing deed for purposes of issuing title insurance in the Receiver's future sale to a buyer, despite the unequivocal self-executing deed language in paragraph no. 8 of the Final Judgment (and support for same under Federal Rule 70(b) and related case law).<sup>6</sup> The title commitment that the Receiver obtained also confirms the need for the requested Quit Claim Deed from Joseph and Laura Signore, or their respective Powers of Attorney.

Attached as Exhibit A is the Declaration of Sasha Katz, Esq., the Receiver's closing agent, confirming the above.<sup>7</sup> In the Declaration, Ms. Katz attests that (1) Quit Claim Deeds from Joseph and Laura Signore, or their respective Powers of Attorney, to the Receiver are necessary for the title insurer to provide title insurance for the benefit of the future buyer of the Signore Residence; and (2) the title insurer will not accept the Final Judgment in lieu of such Quit Claim Deeds.<sup>8</sup>

#### **D. Requested Relief**

As stated above and as attested to herein, the Receiver's closing agent has notified him that Quit Claim Deeds must be signed by Joseph and Laura Signore, or their respective Powers of Attorney, for the Receiver to ultimately sell the Signore Residence as required by the Final

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<sup>5</sup> As discussed at the end of this Motion, Laura Signore, n/k/a Laura Grande, through her Power of Attorney, has consented to sign and has already signed a Quit Claim Deed to the Receiver.

<sup>6</sup> Federal Rule 70(b) provides that "[i]f the real or personal property is within the district, the court – instead of ordering a conveyance – may enter a judgment divesting any party's title and vesting it in others. That judgment has the effect of a legally executed conveyance."

<sup>7</sup> A copy of the title commitment is attached as an exhibit to Ms. Katz's Declaration.

<sup>8</sup> A signature by a Power of Attorney is equally acceptable to the title insurer for purposes of providing title insurance for a future sale of the Signore Residence by the Receiver. It is standard protocol in the real estate and title industries for a Power of Attorney to sign a deed and/or other closing documents to sell or buy real property.

Judgment. Such a sale would be to liquidate the equitable lien amount of at least \$552,695.03, and thus would be in partial satisfaction of the Final Judgment, for the benefit of the Receivership Estate.<sup>9</sup>

Joseph Signore is currently in federal prison serving a 20-year sentence. Requesting and expecting that Signore signs the necessary Quit Claim Deed is not the most efficient, best or most probable course of action for a few reasons. First, federal prisons do not provide inmates with immediate access to notaries and/or witnesses for executing deeds or other legal documents (which is why inmates (such as Signore) have a power of attorney (such as Mr. Grande)). Second, and in all probability, Signore would not agree to sign the necessary Quit Claim Deed because he is still contesting the Receiver's actions in repeated filings or letters, and previously opposed the Receiver's Motion for Summary Judgment in this case, which this Court granted and which led to the issuance of the subject Final Judgment. Signore has also opposed the Receiver in his collection efforts, including recently deeding the other real property (the Vacant Lot) to Mr. Grande (his Power of Attorney), which created a cloud on title on that property and led to the prior, but now moot, contempt issue. Therefore, the Receiver does not believe that Signore is the most efficient, best or most probable remedy for obtaining the necessary Quit Claim Deed for title insurance purposes.

On the other hand, the most efficient, best and most probable way to remedy this issue is for Mr. Grande, as Power of Attorney for Signore, to sign the necessary Quit Claim Deed. Mr. Grande previously cooperated with signing the Quit Claim Deed for the Vacant Lot and has confirmed with the Receiver that, assuming this Court grants this Motion, he will cooperate with

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<sup>9</sup> At the appropriate time in the future, and once a buyer is secured, the Receiver will be filing a separate motion to confirm or approve the sale of the Signore Residence.

signing the necessary Quit Claim Deed for the Signore Residence.

**MEMORANDUM OF LAW**

**A. The Final Judgment Appropriately Contains  
a Standard Reservation of Jurisdiction**

It is standard and acceptable procedure in the Southern District of Florida for a Final Judgment to include language that expressly reserves jurisdiction with the District Court Judge to issue Orders in response to post-judgment motions or applications, for the ultimate purpose of enforcing the Final Judgment and rendering full and effective relief contemplated by the Final Judgment. *See, e.g., United States v. Antoine*, Case No. 14–81199–CV–Middlebrooks/Brannon, 2016 WL 617125, at \*3 (S.D. Fla. Jan. 22, 2016) (“The Court retains jurisdiction over Wilfrid Antoine and over this action to enforce the Judgment and Order of Permanent Injunction and Disgorgement entered against him. . . .”); *Azam-Qureshi v. Colony Hotel, Inc.*, 540 F. Supp. 2d 1293, 1296 (S.D. Fla. 2008) (“On December 7, 2007, the Court awarded judgment to Plaintiff in the amount of \$153.84 against Defendant and noted that it would ‘retain jurisdiction for the purpose of enforcing the judgment and awarding attorney’s fees’ (DE 19).”); *United States v. One Single Family Residence at 2200 SW 28<sup>th</sup> Avenue, Fort Lauderdale, Florida*, 204 F. Supp. 2d 1361, 1366 (S.D. Fla. 2002) (“The Clerk may close the case, the Court retaining jurisdiction for any appropriate post-judgment motions.”).

As stated above, in paragraph no. 10(a) of the Final Judgment, this Court retained jurisdiction to “[e]nter such other and further orders as may be necessary or appropriate, including without limitation, writs of possession, execution or otherwise . . . .” This is standard, acceptable language reserving jurisdiction for the Receiver to file post-judgment motions when the circumstances warrant necessary post-judgment relief (such as here).

## **B. Requested Relief**

A defendant can be ordered to deed or convey property to a plaintiff pre- or post-judgment, including the authority cited by the Receiver in his Motion for Final Judgment (DE 130) and Federal Rule 70. The Final Judgment did not order the Signores to deed or convey the Signore Residence to the Receiver because this Court ordered the alternative, and more efficient, remedy of entering judgment divesting the Signores of title and vesting title to the Signore Residence in the Receiver's name as a self-executing deed.<sup>10</sup>

The current scenario is an example where post-judgment relief is necessary. As attested by the Receiver's closing agent, the title insurer is requiring Quit Claim Deeds from the Signores, or their Powers of Attorney, as a condition precedent before the Receiver can sell the Signore Residence to a qualified, approved buyer. The Final Judgment requires the Receiver to sell the Signore Residence, but he cannot because he needs the subject requisite Quit Claim Deeds.<sup>11</sup>

For the reasons stated above, the most efficient and best way to solve the current title insurance issue is for Mr. Grande, as Signore's Power of Attorney, to sign the necessary Quit Claim Deed for the Signore Residence. The Receiver has contacted Mr. Grande regarding this Motion, and, assuming this Court grants this Motion, Mr. Grande has agreed to sign the Quit Claim Deed, the form(s) of which the Receiver will provide, regarding the Signore Residence.<sup>12</sup>

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<sup>10</sup> The Receiver had no idea at the time of requesting the Final Judgment that the title insurer would require such separate Quit Claim Deeds from the Signores (or their Powers of Attorney), especially considering that the Judgment constituted a self-executing deed under its express terms.

<sup>11</sup> As stated above, the proposed sale to a buyer will be the subject of a future motion.

<sup>12</sup> In this context as Power of Attorney for Signore, Joseph Grande is expressly subject to this Court's Orders on behalf of Signore, a party in this case. In addition, even if Grande were a non-party in this context, he would still be subject to the Court's Orders for the reasons stated in the previously-issued Order to Show Cause (DE 149).

The Receiver is filing this Motion for purposes of full transparency, as opposed to contacting Mr. Grande and demanding that he sign the requested Quit Claim Deed without any motion and without this Court's approval. If granted, this Motion would enforce the Final Judgment, because such would allow the Receiver to sell the Signore Residence as required by, and in partial satisfaction of, the Final Judgment. A proposed Order on this Motion is attached as Exhibit B.<sup>13</sup>

### **C. Consent of Laura Signore**

Defendant Laura Signore, n/k/a Laura Grande, is also a title owner of the Signore Residence. Ms. Grande, through her Power of Attorney, has already signed a Quit Claim Deed regarding the Signore Residence to the Receiver, and thus has transferred her interest in the property to the Receiver. Therefore, Ms. Grande will not undermine the relief requested herein.

### **CONCLUSION**

WHEREFORE, the Receiver respectfully requests that this Court enter the proposed attached Order which (1) approves Signore's Power of Attorney, Joseph Grande, to sign a Quit Claim Deed, the form(s) of which the Receiver will provide to Mr. Grande, regarding the Signore Residence to the Receiver; and (2) enters such other and further relief as this Court deems just and proper.

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<sup>13</sup> Assuming this Court grants this Motion, the Receiver will immediately retain a realtor, market the property, find a qualified buyer, and move for confirmation of the proposed sale.



Dated: January 2, 2018

Respectfully submitted,

**SALLAH ASTARITA & COX, LLC**  
*Counsel for the Receiver*  
One Boca Place  
3010 North Military Trail, Ste. 210  
Boca Raton, FL 33431  
Tel.: (561) 989-9080  
Fax: (561) 989-9020

/s/Patrick J. Rengstl  
**Jeffrey L. Cox, Esq.**  
Fla. Bar No. 0173479  
Email: [jlc@sallahlaw.com](mailto:jlc@sallahlaw.com)  
**Patrick J. Rengstl, P.A.**  
Fla. Bar No. 0581631  
Email: [pjr@sallahlaw.com](mailto:pjr@sallahlaw.com)  
**Joshua A. Katz, Esq.**  
Fla. Bar No. 0848301  
Email: [jak@sallahlaw.com](mailto:jak@sallahlaw.com)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on 2<sup>nd</sup> of January, 2018, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system. I further certify that the foregoing document and the notice of electronic filing are being served via U.S. Mail, prepaid postage to the following non-CM/ECF participants:

JOSEPH SIGNORE, *Pro Se* Defendant  
Register Number 05081-104  
FMC Lexington  
Federal Medical Center  
3301 Leestown Road  
Lexington, KY 40511

JOSEPH P. GRANDE,  
as Power of Attorney for Joseph Signore  
1837 SE Van Kleff Ave.  
Port St. Lucie, FL 34952

LAURA GRANDE-SIGNORE, *Pro Se* Defendant  
Register Number 05259-104  
FCI Coleman Medium

Federal Correctional Center  
P.O. Box 1032  
Coleman, FL 33521

DONNA LATELLA-TUZZEO  
as Power of Attorney for Laura Grande-Signore  
158 Catrock Lane  
Jupiter, FL 33458

/s/Patrick J. Rengstl

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

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

**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 Enterprise Inc., and PSCS  
Holdings, LLC,**

**Plaintiff,**

**-vs.-**

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

**Defendants.**

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**DECLARATION OF SASHA KATZ, ESQ.**

Pursuant to Title 28, United States Code, Section 1746, the undersigned states as follows:

1. My name is Sasha Katz, Esq., and I am over 21 and have personal knowledge of the matters set forth herein. I am an attorney in good standing with the Florida Bar and am the managing partner of the Law Offices of Sasha Katz, PL.
2. My overall practice includes all aspects of real estate law, and I typically serve as a closing and/or title agent for real estate closings throughout South Florida. One of the title insurance companies for which I am a title agent is Old Republic National Title Insurance Company ("Old Republic").
3. I have served as the Receiver's closing agent in the Receivership regarding the Receiver's prior Court-approved sales of certain properties.

4. I am aware that the Court issued a Final Judgment (DE 131) in this case regarding the real property located at 14161 64<sup>th</sup> Drive North, Palm Beach Gardens, Florida (the "Signore Residence"). I am also aware that the Receiver has recorded the Final Judgment in the public records.

5. I have reviewed the Final Judgment and have also provided it to Old Republic for purposes of Old Republic's ability to provide title insurance for the benefit of the future buyer of the Signore Residence.

6. The Receiver, through one of his attorneys Robert G. Carey, Esq., requested an updated title commitment regarding the Signore Residence.

7. My office provided the requested title commitment from Old Republic. A copy of the title commitment is attached as Exhibit 1.

8. The title commitment provides that Quit Claim Deeds from Joseph and Laura Signore to the Receiver are necessary for Old Republic to provide title insurance for the benefit of the future buyer of the Signore Residence.

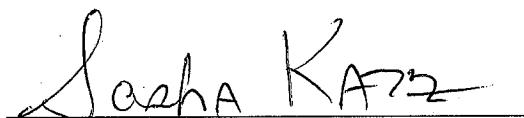
9. In addition, a signature by a Power of Attorney on behalf of Joseph and Laura Signore is equally acceptable to the title insurer for purposes of providing title insurance for a future sale of the Signore Residence by the Receiver. It is standard protocol in the real estate and title industries for a Power of Attorney to sign a deed and/or other closing documents to sell or buy real property.

10. Therefore, Old Republic will not accept the Final Judgment (DE 131) for title insurance purposes in lieu of such Quit Claim Deeds.

11. I have notified the Receiver of the above facts.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this

2<sup>nd</sup> day of January 2018.

A handwritten signature in black ink that reads "Sasha Katz". The signature is written in a cursive style with a horizontal line underneath it.

Sasha Katz, Esq.



**LAW OFFICES OF SASHA KATZ**  
**800 W. Cypress Creek Road**  
**Suite 270**  
**Ft. Lauderdale, FL 33309**  
**Phone: 954-340-5310**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

*Transaction Identification Data for reference only:*

Issuing Agent: <b>LAW OFFICES OF SASHA KATZ</b>	ALTA Universal ID:	Commitment Number:	Issuing Office File Number: <b>SK8505A</b>
Issuing Office: <b>800 W. Cypress Creek Road</b> <b>Suite 270</b> <b>Ft. Lauderdale, FL 33309</b>	Loan Number:	Revision Number:	Property Address: <b>14161 64th Drive N, Palm</b> <b>Beach Gardens, FL</b> <b>33418</b>

**SCHEDULE A**

FILE NO.: 16128219  
Examiner - Maria Sayus  
msayus@oldrepublictitle.com

County: Palm Beach

1. Commitment Date: December 12, 2017 at 8:00am

2. Policy to be issued:	Proposed Amount of Insurance:
(a) ALTA 2006 OWNER'S POLICY (with Florida Modifications) Proposed Insured:  To Be Determined	Amount: To Be Determined

(b) ALTA 2006 LOAN POLICY (with Florida Modifications) Proposed Insured:  N/A	Amount: N/A
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3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Joseph Signore and Laura Signore

FILE NO.: 16128219

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5. The Land is described as follows:

Parcel Z-217

A parcel of land in Section 22, Township 41 South, Range 42 East, in Palm Beach County, Florida, and more particularly described as follows:

The East 244 feet of a certain part of the North 235 feet of the South 770 feet of said Section 22, with the East line of said certain part being at right angles to the South line of said Section, and so located that the Northerly projection of said East line intercepts the North line of the South 1250 feet of said section at a point 2720 feet East of the intersection of said North line with West section line; and with all indicated dimensions being measured along lines parallel to the West and South lines of Section 22. Subject to and together with easements of record, including a road easement for ingress and egress over the South 30 feet and East 30 feet thereof.

Issued through the Office of:  
LAW OFFICES OF SASHA KATZ  
800 W. Cypress Creek Road  
Suite 270  
Ft. Lauderdale, FL 33309  
Phone: 954-340-5310



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Authorized Signature

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*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

FILE NO.: 16128219

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**SCHEDULE B - I**  
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
  2. Pay the agreed amount for the estate or interest to be insured.
  3. Pay the premiums, fees, and charges for the Policy to the Company.
  4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
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1. Payment of the full consideration to, or for the account, of, the grantors or mortgagors.
  2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
    - a) Warranty Deed from Joseph Signore and Laura Signore, a single person(s) or joined by spouse(s), if married, or non-homestead language, to the proposed insured.
  3. Other instruments which must be properly executed, delivered and duly filed for record, and/or other matters which must be furnished to the company:
  5. NOTE: Verify with the current owner that there are no open mortgages that would affect the subject property as a search of the Public Records does not reveal one/any.
  6. Proof of payment of taxes for the year 2014, 2015, 2016 and 2017 must be furnished.
  7. Redemption of outstanding Tax Certificate(s) numbered 2016:2400 for unpaid taxes against tax parcel number(s) 00-42-41-22-00-000-8140 .
  8. Prior to closing, verify that a tax deed has not been issued and that the tax collector will accept payment of all outstanding tax certificates. Thereafter, redeem all outstanding tax certificates and verify that any pending tax sale has been cancelled.
  9. Review and record a certified copy of the divorce decree and property settlement agreement, if any, between Joseph Signore and Laura Signore. Further requirements may be necessary upon the review thereof.
  10. Release(s) of that certain Order recorded in O.R. Book 26735, Page 110, O.R. Book 26735, Page 112, O.R. Book 26735, Page 124, O.R. Book 27970, Page 329, O.R. Book 28754, Page 1513 and O.R. Book 29079, Page 833. Alternatively, release of the lien as to the subject property.
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*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*



**FILE NO.: 16128219**

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11. Dismissal of court action with prejudice and discharge of Lis Pendens recorded in O.R. Book 29085, Page 1267 in that certain Case of James D. Sallah, Esq. (Plaintiff) vs. Joseph Signore and Laura Signore (Defendant) and being Case No. 15-80946-CV-MIDDLEBROOKS in the Circuit Court of Palm Beach County, Florida.
12. Satisfactory survey, in conformity with the minimum standards for land surveys made for title insurance purposes, certified to the company and/or its agents, through a current date, disclosing the nature and extent of any encroachments, overlaps, boundary line discrepancies, or other matters adversely affecting title to the property to be insured. Additional requirements and/or exceptions will be made for matters disclosed by the survey.
13. Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.
14. Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection, if any, are paid.
15. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit, when properly executed at closing by the seller(s) if any and mortgagor's herein will serve to delete the standard lien and possession exceptions for the policy(ies) to be issued.

Note: Taxes for the year 2018 became a lien on the land January 1st although not due or payable until November 1st of said year. Taxes for the year 2017 in the amount of \$13,283.47 are NOT PAID. Tax ID Number 00-42-41-22-00-000-8140 .

**NOTE:** All recording references in this commitment/policy shall refer to the Public Records of Palm Beach County, unless otherwise noted.

**SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE**

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*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

FILE NO.: 16128219

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**SCHEDULE B - II**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Certificate as recorded in Official Records Book 7823, Page 173.
2. County Deed recorded in Official Records Book 10801, Page 352.
3. Easement as recorded in Official Records Book 1871, Page 1196, as amended in Official Records Book 8435, Page 1238.
4. Restrictions and Easements contained in instrument recorded at Official Records Book 2833, Page 444.
5. Notice of Lien Rights by Loxahatchee River Environmental Control District contained in instrument recorded at Official Records. Book 4984, Page 1254.; revised in Official Records. Book 7048, Page 655 and Official Records. Book 7187, Page 1712.
6. Oil, gas and mineral right reservations, if any.
7. Interlocal Agreement between the Town of Jupiter and the South Indian River Water Control District recorded in Official Records Book 18879, Page 1926, amended in Official Records Book 25172, Page 474.
8. Restrictions and easements as contained in Warranty Deed from Palm Beach Development & Sales Corp. of Florida filed for record in O.R. Book 2516, Page 926, of the Public Records of Palm Beach County, Florida.
9. Declaration of Easement dated November 4, 1970, and filed for record on February 3, 1971, in O.R. Book 1871, Page 1196, Amended Declaration of Easement dated December 9, 1993, and recorded September 21, 1994, in O.R. Book 8435, Page 1238 of the Public Records of Palm Beach County, Florida.
10. Declaration of Restrictive Covenants as recorded in O.R. Book 23101, Page 190, of the Public Records of Palm Beach County, Florida.
11. Easement Deed dated March 15, 1971, and filed for record on April 1, 1971, in O.R. Book 1886, Page 1416, of the Public Records of Palm Beach County, Florida.
12. Judgment reconstructing the Record on File in the Office of the Clerk of the Circuit Court Pertaining to South Indian River Water Control District recorded in O.R. Book 3417, Page 407, of the Public Records of

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**FILE NO.: 16128219**

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Palm Beach County, Florida.

13. Judgment Extending Corporate Life of South Indian River Water Control District recorded in O.R. Book 3417, Page 412, of the Public Records of Palm Beach County, Florida.
14. Affidavit of Exemption of Palm Beach County Subdivision and Platting Regulation recorded in O.R. Book 3329, Page 342, of the Public Records of Palm Beach County, Florida.
15. Affidavit with attached copy of Ordinance 83-23 which in Section 8 of said Ordinance transfers the assets of the listed Fire Control Taxing Districts to Palm Beach County, as recorded in O.R. Book 8340, Page 1168, of the Public Records of Palm Beach County, Florida.
16. Easement granted by instrument filed in Official Records Book 22003, at page 46, of the Public Records of Palm Beach County, Florida.
17. Agreement filed in Official Records Book 26910, at page 400, of the Public Records of Palm Beach County, Florida.
18. Declaration of Covenants, Restrictions and Easements (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), filed in Official Records Book 26961, at page 1317, of the Public Records of Palm Beach County, Florida.
19. Mineral Reservation, as recorded in Official Records Book 4798, Page 1786, Non-Use Agreement, filed in Official Records Book 4864, Page 172, of the Public Records of Palm Beach County, Florida.
20. Declaration of Easement by instrument filed in Official Records Book 1787, page 507, as modified in Official Records Book 6356, Page 1084, of the Public Records of Palm Beach County, Florida.
21. Notice Re: Septic Tank Permits as recorded in Official Records Book 4846, Page 1542 and Approval Notice, filed in Official Records Book 4846, Page 1544, of the Public Records of Palm Beach County, Florida.
22. Easement granted to Southern Bell Telephone and Telegraph Company, by instrument filed in Official Records Book 2510, page 361 of the Public Records of Palm Beach County, Florida.
23. Oil, Gas, and Mineral Lease, as recorded in Official Records Book 1244, Page 504, of the Public Records of Palm Beach County, Florida.
24. Riparian and littoral rights, if any, are neither guaranteed nor insured.
25. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands and lands accreted to such lands.
26. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Palm Beach County, unless otherwise noted.

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**ORT Form 4690 FL 8-1-16  
ALTA Commitment for Title Insurance with Florida Modifications**

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

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

**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 Enterprise Inc., and PSCS  
Holdings, LLC,**

**Plaintiff,**

**-vs.-**

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

**Defendants.**

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**ORDER GRANTING RECEIVER'S POST-JUDGMENT MOTION  
TO APPROVE POWER OF ATTORNEY JOSEPH GRANDE TO SIGN QUIT  
CLAIM DEED TO RECEIVER FOR FORMER SIGNORE RESIDENCE**

This CAUSE comes before the Court on the Receiver's Post-Judgment Motion to Approve Power of Attorney Joseph Grande to Sign Quit Claim Deed to Receiver for Former Signore Residence by James D. Sallah, Esq., the 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, their principals, affiliates, subsidiaries, successors and assigns (DE 188) (the "Motion"), filed January 2, 2018.

Having reviewed the Motion and its exhibits (DE 188), this Court's Final Judgment (DE 131), and otherwise being advised in the matter, it is hereby

**ORDERED AND ADJUDGED** that the Motion is **GRANTED** as follows:

1. Signore's Power of Attorney, Joseph Grande, shall promptly execute a Quit Claim Deed to the Receiver, the form(s) of which shall be provided by the Receiver, regarding the real property located at 14161 64<sup>th</sup> Drive North, Palm Beach Gardens, Florida (the "Signore Residence").

2. The Receiver shall serve this Order and the Motion on Joseph Signore, Laura Signore and their Powers of Attorney, either personally, by overnight courier or by placing it in the U.S. Mail within five (5) days of the date of this Order.

3. The Receiver shall file proof of service of this Order and the Motion within seven (7) days of effectuating service as described in paragraph 2 above.

4. The Receiver shall file a notice of Mr. Grande's compliance with this Order within seven (7) days of compliance.

**DONE AND ORDERED** in Chambers at West Palm Beach, Florida this \_\_\_\_ day of \_\_\_\_\_, 2018.

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DONALD M. MIDDLEBROOKS  
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record

JOSEPH SIGNORE, *Pro Se* Defendant  
Register Number 05081-104  
FMC Lexington  
Federal Medical Center  
P.O. Box 14500  
Lexington, KY 40512

JOSEPH SIGNORE, *Pro Se* Defendant  
14161 64th Drive North  
Palm Beach Gardens, FL 33418

JOSEPH P. GRANDE  
as Power of Attorney for Joseph Signore  
1837 SE Van Kleff Ave.  
Port St. Lucie, FL 34952

LAURA GRANDE-SIGNORE, *Pro Se* Defendant  
Register Number 05259-104  
FCI Coleman Medium  
Federal Correctional Center  
P.O. Box 1032  
Coleman, FL 33521

DONNA LATELLA-TUZZEO  
as Power of Attorney for Laura Grande-Signore  
158 Catrock Lane  
Jupiter, FL 33458