

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

CASE NO.: 50-2021-CA-008718-XXXX-MB

NATIONAL SENIOR INSURANCE, INC.
D/B/A SEEMAN HOLTZ,
MARSHAL SEEMAN,
CENTURION INSURANCE SERVICES GROUP, LLC,
BRIAN J. SCHWARTZ,
EMERALD ASSETS 2018, LLC,
INTEGRITY ASSETS 2016, LLC,
INTERGRITY ASSETS, LLC,
PARA LONGEVITY 2014-5, LLC,
PARA LONGEVITY 2015-3, LLC,
PARA LONGEVITY 2015-5, LLC,
PARA LONGEVITY 2016-3, LLC,
PARA LONGEVITY 2016-5, LLC,
PARA LONGEVITY 2018-3, LLC,
PARA LONGEVITY 2018-5, LLC,
PARA LONGEVITY 2019-3, LLC,
PARA LONGEVITY 2019-5, LLC,
PARA LONGEVITY 2019-6, LLC,
PARA LONGEVITY VI, LLC,
SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,
ALTRAI GLOBAL, LLC A/K/A ALTRAI HOLDINGS, LLC,
VALENTINO GLOBAL HOLDINGS, LLC,
AMERITONIAN ENTERPRISES, LLC,
SEEMAN-HOLTZ CONSULTING CORP.,
CENTURION ISG Holdings, LLC,
CENTURION ISG Holdings II, LLC,
CENTURION ISG (Europe) Limited,
CENTURION ISG SERVICES, LLC,
CENTURION ISG FINANCE GROUP, LLC,
CENTURION FUNDING SPV I LLC,
CENTURION FUNDING SPV II LLC,
GRACE HOLDINGS FINANCIAL, LLC,
PRIME SHORT TERM CREDIT INC.,

Defendants.

THE ESTATE OF ERIC CHARLES HOLTZ,

SEEMAN HOLTZ PROPERTY AND CASUALTY, LLC
F/K/A SEEMAN HOLTZ PROPERTY AND CASUALTY, INC.,
SHPC HOLDINGS I, LLC,

Relief Defendants.

/

CORPORATE MONITOR, DANIEL J. STERMER'S UNOPPOSED MOTION FOR APPROVAL OF EMPLOYMENT OF E-FORENSICS INCORPORATED TO PROVIDE DIGITAL FORENSICS/E-DISCOVERY AND CYBERSECURITY SERVICES TO THE CORPORATE MONITOR, EFFECTIVE AS OF SEPTEMBER 14, 2021

Daniel J. Stermer, as Court-appointed Corporate Monitor (the "Corporate Monitor") for the property, assets, and business of the twenty-seven (27) corporate-entity Defendants identified below (collectively, the "Consenting Corporate Defendants"), pursuant to the Court's *Agreed Order Granting Plaintiff's Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief*, dated September 14, 2021, respectfully moves for entry of an agreed Order approving the employment of the e-Forensics Incorporated ("EFI") to provide digital forensics/e-discovery and cybersecurity services to the Corporate Monitor. In support of this Motion, the Corporate Monitor states:

1. On September 10, 2021, the Plaintiff, State of Florida, Office of Financial Regulation (the "Plaintiff" or "OFR") filed a *Consent Motion for Appointment of Corporate Monitor*, seeking the appointment of the Corporate Monitor for the property, assets, and business of the Consenting Corporate Defendants listed below, as well as a temporary injunction against the Consenting Corporate Defendants and two natural-person Defendants, Marshal Seeman and Brian J. Schwartz (the "Consenting Individual Defendants"):

1. NATIONAL SENIOR INSURANCE, INC. D/B/A SEEMAN HOLTZ,
2. CENTURION INSURANCE SERVICES GROUP, LLC,
3. EMERALD ASSETS 2018, LLC,
4. INTEGRITY ASSETS 2016, LLC,
5. INTERGRITY ASSETS, LLC,
6. PARA LONGEVITY 2014-5, LLC,
7. PARA LONGEVITY 2015-3, LLC,
8. PARA LONGEVITY 2015-5, LLC,

9. PARA LONGEVITY 2016-3, LLC,
10. PARA LONGEVITY 2016-5, LLC,
11. PARA LONGEVITY 2018-3, LLC,
12. PARA LONGEVITY 2018-5, LLC,
13. PARA LONGEVITY 2019-3, LLC,
14. PARA LONGEVITY 2019-5, LLC,
15. PARA LONGEVITY 2019-6, LLC,
16. PARA LONGEVITY VI, LLC,
17. SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,
18. VALENTINO GLOBAL HOLDINGS, LLC,
19. AMERITONIAN ENTERPRISES, LLC,
20. SEEMAN-HOLTZ CONSULTING CORP.,
21. CENTURION ISG Holdings, LLC,
22. CENTURION ISG Holdings II, LLC,
23. CENTURION ISG (Europe) Limited,
24. CENTURION ISG SERVICES, LLC,
25. CENTURION ISG FINANCE GROUP, LLC,
26. CENTURION FUNDING SPV I LLC, and
27. CENTURION FUNDING SPV II LLC,

2. On September 14, 2021, the Court entered an *Agreed Order Granting Plaintiff's Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief* (the "September 14, 2021 Order"), thereby approving and appointing, *inter alia*, Daniel J. Stermer as the Corporate Monitor for the Consenting Corporate Defendants and their affiliates, subsidiaries, successors and assigns, until further Order of the Court.

3. Paragraph 13U of the September 14, 2021 Order provides that the Corporate Monitor is authorized "[t]o choose, engage, and employ attorneys, accountants and other reasonable agents or professionals, as the Corporate Monitor deems advisable or necessary in the performance of the Corporate Monitor's duties and responsibilities", and that "[t]he Corporate Monitor and Corporate Monitor's professionals shall be entitled to reasonable compensation from the assets now held by the Consenting Corporate Defendants or ultimately secured by the Corporate Monitor", and that "[s]aid compensation shall be commensurate with their duties and obligations under the circumstances, and subject to approval of this Court."

4. The Corporate Monitor seeks Court approval to retain EFI, a digital forensics/e-discovery/cybersecurity corporation with offices located at 2000 S. Dixie Highway, #206, Miami, FL 33133, to perform certain services to the Corporate Monitor pursuant to the terms of the Forensic Services Agreement (the “Agreement”) proposed and attached hereto as **Exhibit “A”**.

5. As set forth in the Agreement,¹ EFI agrees to put forth its best efforts to supply the professional services to perform the following scope of work (collectively, the “Services”), and the Corporate Monitor has agreed to utilize EFI, subject to the approval of this Court, to perform such services:

a. Gather key domain name information to assist in the identification of cloud-based repositories. With the cloud services identified, along with pertinent contact information, update the authorized contacts to take control of the services;

b. Forensically preserve cloud content;

c. Assess computer assets and infrastructure, and prepare inventory of computer assets;

d. Confirm there is no wireless or internet connectivity into the network;

e. Forensically image workstations, and servers, and create a backup copy, and prepare imaging/COC documentation;

f. To the extent required, identify, and recover deleted documents, e-mails and financial databases;

g. Ongoing general ESI/IT advisory and support services including ad-doc requests to search and stage files;

¹ The following is a summary of the terms of the Agreement. The terms of the Agreement shall control, and parties are urged to review the Agreement for its complete terms.

h. Assis the Corporate Monitor in the performance of his duties to the Court;
and

i. Be available to provide expert or fact witness testimony.

6. As set forth in the Agreement, EFI has agreed to perform the Services, according to the following rate structure:

a. \$255.00 per hour for computer forensics, electronic discovery or incident response services (\$300.00 per hour on weekends or holidays);

b. \$255.00 per hour for policy development and implementation;

c. \$127.50 (50% of standard hourly rate) per hour for non-working travel time;

and

d. \$382.50 per hour for testimony/deposition (four hour daily appearance minimum).

7. In addition to EFI's hourly rates as set forth above, ESI will also charge a monthly media fee, to be assessed starting ninety (90) days after commencing the engagement. As set forth in the Agreement, media will not be returned until all outstanding balances are paid and storage fees will apply until the account balance is paid and media is returned. Unpaid balances that are 90 calendar days overdue may result in the disposal of media. In addition to storage fees, all expenses incurred in performing the Services will be submitted to the Corporate Monitor for payment at actual cost. The proposed storage fees to be charged by EFI are as follows:

a. Desktop/laptop: \$100.00 per month

b. Hard-drive/Phone: \$45.00 per month

c. Tape: \$45.00 per month; and

d. DVD/CD: \$5.00 per month

8. At the request of the State of Florida Office of Financial Regulation (“OFR”), the Corporate Monitor has agreed to seek a discount to these billing rates in this regulatory proceeding from EFI.

9. EFI’s policy is to obtain a retainer prior to commencing an assignment. The Corporate Monitor has requested that EFI waive its retainer.

10. EFI has agreed to perform the assignment at the discretion of the Corporate Monitor, and the Corporate Monitor will supply and provide EFI with certain information and materials protected by the attorney-client and work product privileges. EFI agrees to treat as confidential and, where applicable, as privileged this information and any and all information related to the Corporate Monitor engagement and any of its subsidiaries and affiliates, as well as any information related to the engagement.

11. In the event EFI is required to appear before an official tribunal in connection with or as a result of the work performed pursuant to the Agreement, the Corporate Monitor will compensate EFI for all time spent in preparation for the appearance and the appearance itself at EFI’s then current hourly billing rates.

12. The Corporate Monitor warrants to EFI that he is the owner of, and/or has the right to be in possession of, all Digital Artifacts furnished to EFI; that the Corporate Monitor has permission and/or rights to enter and acquire/capture any and all Digital Artifacts from premises where computer evidence may be located; that the Corporate Monitor grants permission and/or rights to EFI to enter and acquire/capture any and all Digital Artifacts from premises; and that the Corporate Monitor will defend, at his expense, indemnify, and hold EFI and its suppliers harmless against any damages or expenses that may occur (including reasonable attorneys’ fees), and pay any cost, damages, or attorneys’ fees awarded against EFI resulting from the Corporate Monitor’s breach of this section (Section 10) of the Agreement.

13. EFI and its CEO and founder, Jesus Peña, the principal of EFI who will be primarily working on this engagement, have provided digital forensics, e-discovery advisory services, and information security auditing and assessments to law firms, corporations, municipalities and federal agencies since 2000. Mr. Peña has over twenty (20) years of experience providing Windows, OS X, Linux, iOS and Android digital forensics, expert witness testimony, e-discovery advisory, and information security auditing and assessment services, and his digital forensics experience includes evidence acquisition, and evidence analysis and reporting, and expert witness testimony as it applies to electronically stored information found on mobile devices, PCs, virtual and physical servers, routing and filtering devices, and Cloud environments.

14. The Corporate Monitor believes that employing EFI is in the best interests of the estate because EFI has the experience and resources to efficiently and effectively provide the services as set forth in the Agreement.

WHEREFORE, Daniel J. Stermer, as Corporate Monitor, respectfully requests entry of the proposed agreed Order attached as **Exhibit “B”**, approving the employment of EFI, effective as of September 14, 2021, to provide the services set forth herein and in the Agreement, and, and for such other and additional relief as the Court deems just and proper.

Dated: September 17, 2021

Respectfully submitted,

By: /s/ Daniel J. Stermer

Daniel J. Stermer, Corporate Monitor
c/o Development Specialists, Inc.
500 W. Cypress Creek Road, Ste. 400
Fort Lauderdale, FL 33309
Tel. (305) 374-2717
dsterner@DSIConsulting.com

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on September 17, 2021, the foregoing was filed using the Florida Court's E-Filing Portal, which served a copy of the foregoing electronically upon all electronic service parties. I further certify that a true and correct copy of the foregoing was served by electronic transmission and first class, U.S. Mail upon all parties on the attached Service List.

BERGER SINGERMAN LLP
Proposed Counsel for Corporate Monitor
525 Okeechobee Boulevard
Suite 1250
West Palm Beach, FL 33401
Tel. (850) 561-3010
Fax (850) 561-3013

By: /s/ *Brian G. Rich*

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500 W. Cypress Creek Road, Suite 400
Fort Lauderdale, Florida 33309
dstermer@DSIConsulting.com
Corporate Monitor

EXHIBIT A



September 13, 2021

Daniel J. Stermer, solely in his capacity as Corporate Monitor,
Managing Director
Development Specialists, Inc.
500 West Cypress Creek Road
Suite 400
Fort Lauderdale, Florida 33309-6156

IN RE: NATIONAL SENIOR INSURANCE, INC

Dear Mr. Stermer

Thank you for the opportunity to provide you with a proposal for professional services. This proposal outlines the scope of the assignment and the costs associated with our services.

This agreement is made September 13, 2021, between Daniel J. Stermer, solely in his capacity as Corporate Monitor (hereinafter referred to as "Client")¹ of in the matter captioned State of Florida, Office of Financial Regulation v. National Senior Insurance Inc. et al, Case No. 2021-CA-008718-XXXX-MB, filed in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida (the "Court"), and e-Forensics Incorporated (hereinafter referred to as "EFI"), a digital forensics/e-discovery/cybersecurity corporation, with its office located at 2000 S. Dixie Highway #206 Miami, Florida 33133.

WHEREAS, EFI agrees to put forth its best effort to supply Client with the professional services to perform the following scope of work (hereinafter "Services"), and Client agrees to utilize EFI for such purposes:

1. Gather key domain name information to assist in the identification of cloud-based repositories. With the cloud services identified, along with pertinent contact information, update the authorized contacts to take control of the services;
2. Forensically preserve cloud content;
3. Assess computer assets and infrastructure, and prepare inventory of computer assets;
4. Confirm there is no wireless or internet connectivity into the network;
5. Forensically image workstations, and servers, and create a backup copy, and prepare imaging/COC documentation;
6. To the extent required, identify, and recover deleted documents, e-mails and financial databases;
7. Ongoing general ESI/IT advisory and support services including ad-doc requests to search and stage files;

¹ This Agreement is not with Development Specialists, Inc. and EFI will not look to Development Specialists, Inc. for payment for any invoice related to this matter.

A handwritten signature in black ink, appearing to be 'DS' or similar initials, located in the bottom right corner of the page.



8. Assist the Corporate Monitor in the performance of his duties to the Court; and
9. Be available to provide expert or fact witness testimony

NOW, THEREFORE, the parties agree as follows:

1. SOLE AGREEMENT

This Forensic Service Agreement (hereinafter "Agreement") shall supersede all prior agreements and understandings between the parties with respect to the subject hereof. Additional agreements and documents between the parties, such as proposals from EFI, written acceptances by the Client, or purchase orders may be attached as addenda to this Agreement. This Agreement may not be changed or terminated verbally by or on behalf of either party.

2. TERM OF AGREEMENT

Either party may terminate this Agreement by giving to the other party at least thirty (30) days prior written notice without incurring any additional charges. Our final statement will include expenses for whatever actions we find necessary to ensure an orderly transition of the matter.

3. STANDARD SERVICES & FEES

EFI shall perform the Services according to the following rate structure.

- \$255/hr: Computer forensics, electronic discovery or incident response services (\$300/hr weekends/holidays)
- \$255/hr: Policy development and implementation
- \$127.50/hr: Non-working travel time
- \$382.50/hr: Testimony/deposition (four-hour daily appearance minimum)

A monthly media storage charge will be assessed starting ninety (90) days after commencing engagement. Media will not be returned until all outstanding balances are paid and storage fee will apply until the account balance is paid and media is returned. Unpaid balances that are 90 calendar days overdue may result in the disposal of media. Storage fees are as follows:

Desktop/Laptop	:	\$ 100/month
Hard-drive/Phone	:	\$ 45/month
Tape	:	\$ 45/month
DVD/CD:	:	\$ 5/month

All expenses incurred performing the Service will be submitted for payment at actual cost.



4. RETAINER & PAYMENT

It is EFI's policy to obtain a retainer prior to commencing any assignment. For this assignment, we understand that this matter is a court appointment in a matter commenced by a governmental agency, and we understand that currently available funds are unknown, we will waive any retainer at this time.

All invoices are due and payable upon receipt understanding that this engagement is subject to Court approval and further understanding that motions will need to be prepared and filed with the Court on a periodic basis in order to have invoices approved and authorizing payment of same. EFI agrees to submit one invoice per month for services rendered, and Client agrees to submit for Court approval the Corporate Monitor's periodic motions to approve professional fees.

If either party terminates this Agreement, all amounts payable to EFI, and all amounts accrued shall immediately be due and payable.

5. CONFIDENTIAL INFORMATION & ENGAGEMENT TERMS

EFI agrees to perform the assignment at the discretion of the Client. You have supplied us and will provide us with certain information and materials protected by the attorney-client and work product privileges. EFI agrees to treat as confidential and, where applicable, as privileged this information and any and all information related to Client and any of its subsidiaries and affiliates, as well as any information related to the engagement.

If any person or entity requests or subpoenas any information or materials relating to the assignment which is within our custody or control (or the custody or control of any of our agents or representatives), we will inform you of such request or subpoena. Should you require us to take any legal action to seek protection against disclosure of such information or materials, Client will retain legal counsel to defend against such legal action if warranted and represent us or will indemnify us for all costs and expenses, including reasonable attorneys' fees and disbursements, resulting from such action.

6. INSTRUCTIONS FROM ATTORNEY

In the case of any Services performed in connection with or anticipation of any legal action, Client agrees that EFI shall take instructions about the Services from Client and/or Client's attorney. In the event that Client is a law firm or attorney and has engaged EFI to perform Services on behalf of a third-party client, EFI shall take instructions with regard to the Services from Client and shall work through Client in performing all such Services.

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7. WORK PRODUCT

All work products developed by EFI specifically for the Client in connection with the Services shall be deemed to be the property of Client. Client acknowledges and agrees that to the extent EFI uses generalized or pre-existing work products (e.g., surveys or computer programs) in the course of performing the Services, EFI shall retain all ownership and title in and to all such work products.

8. WARRANTIES AND REMEDIES

Recovery of data is not guaranteed or warranted in any way by EFI. Each Digital Artifact which will be returned to Client shall be on an “as is” basis without any warranties, express or implied, and specifically excluding any implied warranty of merchantability and fitness for a particular purpose, or for loss or damage thereto in transit or while in EFI’s possession.

9. APPEARANCES

Client agrees that in the event EFI is required to appear before an official tribunal in connection with or as a result of the work performed pursuant to this agreement, Client will compensate EFI for all time spent in preparation for the appearance and the appearance itself at EFI then current hourly billing rates.

10. OWNERSHIP OR RIGHT OF POSSESSION

Client warrants to EFI that it is the owner of, and/or has the right to be in possession of, all Digital Artifacts furnished to EFI; that Client has permission and/or rights to enter and acquire/capture any and all Digital Artifacts from premises where computer evidence may be located; that Client hereby grants permission and/or rights to EFI to enter and acquire/capture any and all Digital Artifacts from premises; and that Client will defend, at its expense, indemnify, and hold EFI and its suppliers harmless against any damages or expenses that may occur (including reasonable attorneys’ fees), and pay any cost, damages, or attorneys’ fees awarded against EFI resulting from Client’s breach of this section.

11. LIABILITY OF EFI AND ITS PERSONNEL

EACH PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE OTHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND PERMITTED ASSIGNS (COLLECTIVELY, “INDEMNIFIED PARTY”) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEFICIENCIES, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, FINES, CAUSES OF ACTION, DAMAGES, LIABILITIES, COSTS, PENALTIES, TAXES, ASSESSMENTS, CHARGES, PUNITIVE DAMAGES AND EXPENSES OF WHATEVER KIND, INCLUDING

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REASONABLE ATTORNEYS' FEES, THAT ARE INCURRED BY INDEMNIFIED PARTY (COLLECTIVELY, "LOSSES") AS A RESULT OF ANY (i) BREACH OR NON-FULFILLMENT OF ANY REPRESENTATION, WARRANTY OR COVENANT UNDER THE AGREEMENT BY INDEMNIFYING PARTY; (ii) NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF INDEMNIFYING PARTY (INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT) IN PERFORMING ITS OBLIGATIONS UNDER THE AGREEMENT; (iii) BODILY INJURY, DEATH OF ANY PERSON OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY (INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT); OR (iv) FAILURE BY INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE OR LOCAL LAWS, REGULATIONS OR CODES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THE AGREEMENT. FOR THE AVOIDANCE OF DOUBT, NEITHER DEVELOPMENT SPECIALISTS, INC. NOR DANIEL J. STERMER AS A HUMAN PERSON ARE AN INDEMNIFYING PARTY HEREUNDER.

12. CONTROLLING LAW AND ARBITRATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any controversy or claim arising out of or relating to this Agreement shall be resolved by the Court.

13. GENERAL PROVISIONS

- A. This agreement does not constitute EFI an agent, partner, or legal representative of Client for any purpose whatsoever; it being understood between the parties hereto that EFI is to act as an independent contractor and is not authorized to make any contract, agreement, warranty, or representation on behalf of the Client.
- B. Failure of either party to act or exercise its rights under this agreement upon the breach of any other terms hereof by the other party shall not be construed as a waiver of such a breach or prevent said party from thereafter enforcing strict compliance with any or all of their terms thereof.
- C. This Agreement contains the entire Agreement between the parties with the exception only of those addenda, which are an integral part of this Agreement. Any representations, promises or conditions not incorporated herein or in the attached addenda shall not be binding upon the respective assigns and successors of Client and EFI. It may not be modified or amended except in writing.
- D. EFI is an equal opportunity employer and fully supports the letter, spirit and intent of Title VII of the 1964 Civil Rights Act and Executive Order 11246 calling for viable, affirmative action programs.

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E. EFI agrees that it will not assign this Agreement without the prior written consent of Client, which consent will not be unreasonably withheld.

F. EFI agrees that, in connection with the performance of its obligations hereunder, it will comply with and observe all laws, rules and regulations applicable to it and, further, it will not make or offer to make any payments to, or confer or offer to confer any benefit upon any employee, agent or fiduciary of any third party (including without limitation, any government agency or instrumentality thereof) with the intent to influence the conduct of such employee, agent or fiduciary in relation to the business or affairs of such third party without the knowledge and consent of such third party. The parties expressly agree that the Client shall not request, and EFI shall not perform, any work involving any unlawful, immoral, or unethical activity. EFI may cancel the work immediately upon notification of any such activity and shall not be liable for consequences in connection therewith.

G. In the event EFI is required to provide testimony arising from this engagement and taken by a third-party that is subject to payment responsibility by the third-party, the rates and terms of this agreement will apply. Any open balances over 60 days will be considered delinquent, and the Client is fully responsible for said amount.

This Agreement supersedes any and all agreements between both parties prior to the date first written above.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date indicated herein.

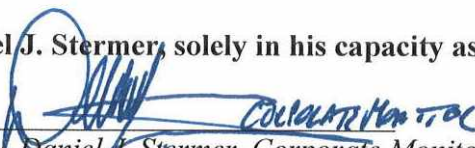
APPROVED AND ACCEPTED

E-Forensics, Inc.

By:  _____
Jesus F. Peña

Date: _____ Sept 13, 2021 _____

Daniel J. Stermer, solely in his capacity as Corporate Monitor as detailed above

By:  _____
Daniel J. Stermer, Corporate Monitor

Date: 9/14/21 _____



EXHIBIT B

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

CASE NO.: 50-2021-CA-008718-XXXX-MB

NATIONAL SENIOR INSURANCE, INC.
D/B/A SEEMAN HOLTZ,
MARSHAL SEEMAN,
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CENTURION ISG SERVICES, LLC,
CENTURION ISG FINANCE GROUP, LLC,
CENTURION FUNDING SPV I LLC,
CENTURION FUNDING SPV II LLC,
GRACE HOLDINGS FINANCIAL, LLC,
PRIME SHORT TERM CREDIT INC.,

Defendants.

THE ESTATE OF ERIC CHARLES HOLTZ,
SEEMAN HOLTZ PROPERTY AND CASUALTY, LLC
F/K/A SEEMAN HOLTZ PROPERTY AND CASUALTY, INC.,
SHPC HOLDINGS I, LLC,

Relief Defendants.

**AGREED ORDER GRANTING CORPORATE MONITOR, DANIEL J. STERMER'S
UNOPPOSED MOTION FOR APPROVAL OF EMPLOYMENT OF E-FORENSICS
INCORPORATED TO PROVIDE DIGITAL FORENSICS/E-DISCOVERY AND
CYBERSECURITY SERVICES TO THE CORPORATE MONITOR,
EFFECTIVE AS OF SEPTEMBER 14, 2021**

THIS CAUSE came before the Court upon the *Corporate Monitor, Daniel J. Stermer's Unopposed Motion for Approval of Employment of E-Forensics Incorporated to Provide Digital Forensics/E-Discovery and Cybersecurity Services to the Corporate Monitor, Effective as of September 14, 2021* (the "Motion") filed by the Court-appointed Corporate Monitor Daniel J. Stermer ("Corporate Monitor"). The Motion seeks to retain e-Forensics Incorporated ("EFI") to provide digital forensics/e-discovery and cybersecurity services to the Corporate Monitor in this case. The Court, having considered the Motion and the Agreement¹ attached thereto as Exhibit "A", and having reviewed the Court file, and being otherwise fully advised in the premises, it is hereupon,

ORDERED AND ADJUDGED that:

1. The Motion is hereby **GRANTED**.
2. The Corporate Monitor is authorized to retain EFI, effective as of September 14, 2021, to provide the Services to the Corporate Monitor, pursuant to the terms of the Agreement attached to the Motion as Exhibit "A".

¹ Capitalized terms used but not defined herein shall have the meanings ascribed in the Motion.

3. The Corporate Monitor will endeavor to obtain a discount to the billing rates in this regulatory proceeding.

4. Compensation paid to EFI shall be in accordance with the rates set forth in the Agreement.

DONE AND ORDERED in Chambers at West Palm Beach, Florida this _____ day of _____, 2021.

ASHLEY ZUCKERMAN
CIRCUIT COURT JUDGE

Copies to: Counsel of Record and Corporate Monitor

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Chief Counsel
George Bedell
Chief Counsel
Office of General Counsel
Florida Office of Financial Regulation
200 East Gaines Street
Tallahassee, Florida 32309
greg.melchior@flofr.gov
george.bedell@flofr.gov

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