

**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.

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### **STIPULATED PROTECTIVE ORDER**

The parties to this Stipulated Protective Order (the “Order”) have agreed to the terms of this Order; accordingly, it is ORDERED:

1. **Scope.** This Order is entered in connection with the Subpoena *Duces Tecum* Without Deposition dated October 13, 2021 (the “**Subpoena**”) and the Supplemental Subpoena *Duces Tecum* Without Deposition dated November 19, 2021 (the “**Supplemental Subpoena**”) issued by the Court and served upon Wells Fargo Bank, N.A. (“**Wells Fargo**”) by the **Corporate Monitor** appointed in the above-captioned case to facilitate the production of non-public, confidential, or proprietary information required by the Corporate Monitor to perform his duties to the Court (the “**Purpose**”) 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 (the “**Order**”).

2. The terms “**Producing Party**” or “**Disclosing Party**” as used in this Order shall mean any party or non-party producing documents in this action under this Order.

3. The terms “**Recipient**” or “**Receiving Party**” as used in this Order shall mean any party or non-party receiving documents in this action under this Order.

4. **Confidential Information.** Except as set forth below, “**Confidential Information**” means all non-public, confidential, or proprietary information disclosed on or after the Effective Date, by the Disclosing Party to the Recipient or its affiliates, or to any of such Recipient’s or its affiliates’ employees, officers, directors, partners, shareholders, agents,

attorneys, accountants, or advisors (collectively, "**Representatives**"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and so long as such information is designated as "Confidential" by the Disclosing Party, it includes, without limitation:

(a) information concerning the Disclosing Party's and its/their affiliates', and their customers', and other third parties', past, present, and future business affairs including, without limitation, communications, finances, tax filings, customer information, estimates, appraisals, organizational structure and internal practices, notes, memoranda, analyses, compilations, forecasts, data, statistics, summaries, interpretations, and other financial results, records and budgets, and business, marketing, development, sales, and other commercial strategies;

(b) third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Recipient or its Representatives, including non-parties' personally identifiable information ("**PII**");

(c) other information that would reasonably be considered non-public, confidential, or proprietary given the nature of the information and the Parties' businesses; and

(d) notes, memoranda, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials prepared by or for the Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived, in whole or in part, from any of the foregoing.

Confidential Information other than oral deposition testimony shall be designated by the Disclosing Party as such by marking each such page "Confidential". Such markings should not obliterate or obscure the content of the material that is produced. Native file documents may be designated as "Confidential" by including such terms (or similar terms) in the file name thereof or on a slip sheet attached thereto. A Party that was not the Disclosing Party may designate Confidential Information by providing written notice to all Parties that such Discovery Material is "Confidential". Nothing in this Order shall prevent the Parties from redacting non-parties' PII.

5. **Exclusions from Confidential Information.** Except as required by applicable federal, state, or local law or regulation, the term "Confidential Information" as used in this Order shall not include information that:

(a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, act or omission by the Recipient or any of its Representatives;

(b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by any legal, fiduciary, or contractual obligation;

(c) was known by or in the possession of the Recipient, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Order;

(d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information;

(e) was or is a business record of the Recipient; or

(f) is deemed by a Court to not constitute Confidential Information.

**6. Recipient Obligations.** The Recipient shall:

(a) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose or any related transactions between the Parties;

(c) not disclose any such Confidential Information to any person or entity, except to (A) courts of competent jurisdiction, including appellate court(s), the Court's personnel, jurors, alternate jurors, and qualified persons (including necessary clerical personnel) recording, taking, or transcribing testimony or argument at any deposition, hearing, trial, or appeal (B) court reporters, (C), counsel and the Recipient's Representatives, or (C) expert or other non-party fact witnesses who:

(i) need to know the Confidential Information to assist the Recipient, or act on its behalf, in relation to the Purpose;

(ii) are informed in writing by the Recipient of the confidential nature of the Confidential Information;

(iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Order; and/or

(iv) when such disclosure is reasonably necessary for the purpose of deposition or trial preparation;

(d) immediately notify the Disclosing Party of any unauthorized disclosure of Confidential Information by the Recipient or its Representatives of which the Recipient has knowledge;

(e) fully cooperate with the Disclosing Party in any effort undertaken by the Disclosing Party to enforce its rights related to any such unauthorized disclosure.

7. **Required Disclosure.** Any disclosure by the Recipient or its Representatives of any of the Disclosing Party's Confidential Information pursuant to applicable federal, state, or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (a "**Legal Order**") shall be subject to the terms of this Section. Except with respect to disclosures to the Court which may be required by the Court from time to time, prior to making any disclosure, the Recipient shall provide the Disclosing Party with:

(a) prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other remedy; and/or

(b) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Recipient remains subject to a Legal Order to disclose any Confidential Information, the Recipient shall disclose, and, if applicable, shall require its Representatives or other persons to whom such Legal Order is directed to disclose, no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, such Legal Order specifically requires and shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

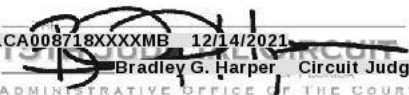
Notwithstanding the foregoing, Recipient may disclose Confidential Information to a court of competent jurisdiction in furtherance of the Purpose upon written notice to the Disclosing Party. Recipient shall seek to file any such Confidential Information under seal, when practicable.

8. **Order Subject to Modification.** This Order shall be subject to modification by the Court on its own motion or on motion of a party or any other person with standing concerning the subject matter.

9. **No Prior Judicial Determination.** This Order is entered based on the representations and agreements of the parties and for the purpose of facilitating discovery. Nothing herein shall be construed or presented as a judicial determination that any documents or information designated for protection under this Order by counsel or the parties is subject to protection or otherwise until such time as the Court may rule on a specific document or issue.

10. **Persons Bound.** This Order shall take effect when entered and shall be binding upon all counsel and their law firms, the parties, and persons made subject to this Order by its terms.

**DONE AND ORDERED**, in Chambers at West Palm Beach, Florida.



502021CA008718XXXXMB 12/14/2021  
Bradley G. Harper Circuit Judge  
ADMINISTRATIVE OFFICE OF THE COURT

502021CA008718XXXXMB 12/14/2021  
Bradley G. Harper  
Circuit Judge

Copies to: Counsel of Record and Corporate Monitor

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