

**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, *et al.*,

Defendants.

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**TOM ECHOLD'S REPLY TO TELEIOS LS HOLDINGS IV DE, LLC, AND  
TELEIOS LS HOLDINGS V DE, LLC'S LIMITED OBJECTION**

TOM ECHOLDS ("Mr. Echolds"), by and through his undersigned attorneys, herein replies to the *Limited Objection and Reservation of Rights of Teleios LS Holdings IV DE, LLC, and Teleios LS Holdings V DE, LLC to Echold's Motion to Intervene* file by non-parties, Teleios LS Holdings V DE, LLC ("Teleios V"), and Teleios LS Holdings IV DE, LLC ("Teleios IV") (collectively, "Teleios" or "Teleios Parties"), on July 22, 2022 ("Teleios Objection" or "Objection"), as follows:

**INTRODUCTION**

1. On June 2, 2022, Mr. Echolds filed *Intervenor Tom Echolds' Limited Objection and Motion to Intervene and Incorporated Memorandum of Law* ("Motion to Intervene"). See **Doc. No. 104.**

2. In brief, Mr. Echolds' Motion to Intervene requests that the Court allow Mr. Echolds to intervene in the above-captioned case and assert his security interest in proceeds, if any, derived from specific and identifiable collateral pledged to Mr. Echolds as security.

3. Although the Teleios Parties foreclosed on the collateral subject of the Motion to Intervene, the nature of Mr. Echolds' objection and his right to due process under the United States Constitution and the Constitution of the State of Florida remain intact. To that end, Mr. Echolds states the following:

**PROCEDURAL AND FACTUAL BACKGROUND**

4. On April 22, 2022, the Court entered its *Order Granting Corporate Monitor, Daniel J. Stermer's Motion for Entry of an Order Approving (I) a Marketing Process to Refinance Existing Secured Debt Obligations or Sell Assets, (II) Bid Procedures, (III) the Retention of MapleLife Analytics, LLC and (IV) the Agreement with Teleios, Including Authorizing Teleios (A) To Commence a Public Foreclosure Process, and (B) To Exercise Certain Remedies* (the "Bid Procedures Order"<sup>1</sup>). See **Doc. No. 77**.

5. Pursuant to the Bid Procedures Order, among other things, (i) the Corporate Monitor was authorized to commence a sale process for the Collateral (the "Monitor Refi/Sale Process"), (ii) in parallel, Teleios was authorized to commence a public sale process of the Collateral under Section 9-610 of the New York Uniform Commercial Code (the "NYUCC Sale Process"), and (iii) if no Qualified Bids were received by the Bid Deadline for the Monitor Refi/Sale Process or the Release Price was not satisfied in full in cash on or prior to the Outside Date, Teleios was authorized to exercise remedies, including completing the NYUCC Sale Process and foreclosing on its Collateral pursuant to an NYUCC Sale and the Entitlement Order in each

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Bid Procedures Motion.

case, in accordance with the Bidding Procedures Order and the Bid Procedures without further order of the Court. *See Doc. No. 77 at ¶¶ 37-39; Doc. No. 119 at ¶ 8.*

6. Accordingly, on June 27, 2022, the Corporate Monitor filed the *Corporate Monitor's Notice of No Qualified Bids, Cancellation of Auction and Conclusion of Monitor Refinance/Sale Process* (the "Notice of Cancellation of Sale") which, among other things, concluded the Monitor Refi/Sale Process and cancelled the Monitor Auction and the Refinance/Sale Hearing. *See Doc. No. 119, ¶¶ 7, 9.*

7. Purportedly, in connection with the NYUCC Sale Process, on May 6, 2022, Teleios served a Notice of Disposition of Collateral and, at the completion of the NYUCC Sale Process, on June 28, 2022, Teleios served a Notice of Default and held an auction for the Collateral at which Teleios was the successful bidder for the Collateral pursuant to a Credit Bid of a portion of the outstanding Obligations under the Credit Agreement. The NYUCC Sale closed on June 28, 2022.

#### **MR. ECHOLDS' SPECIFIC RESPONSES AND OBJECTIONS**

##### ***A. Teleios not Parties Under Florida Rules of Civil Procedure***

8. To start, the Teleios Parties are not actual parties to this action and are thus without standing to assert any objection to Mr. Echolds' Motion to Intervene. *See Mingo v. Sugar Cane Growers Co-op. of Fla.*, 864 F.2d 101, 102 (11th Cir. 1989) ("The district court possesses the inherent power to police its docket."). Furthermore, "[w]here non-parties file unauthorized documents, as here, courts have found that this authority extends to striking the offending documents." *Commodity Futures Trading Comm'n v. Oasis Int'l Group, Ltd.*, 8:19-CV-886-VMC-SPF, 2022 WL 1136571, at \*3 (M.D. Fla. Apr. 18, 2022) (citing *DRFP, LLC v. Republica Bolivariana de Venezuela*, No. 2:04-CV-793, 2012 WL 995288, at \*2 (S.D. Ohio Mar. 22, 2012) (writing that it is "clearly" within a district court's discretion to strike non-party filings); *see also Dixon v. Williams*,

No. 2:09-CV-0066-PMP-PAL, 2010 WL 3724884, at \*1 (D. Nev. Sept. 17, 2010), *reversed on other grounds*, 750 F.3d 1027 (9th Cir. 2014) (striking letters filed by non-parties “as inappropriate and unauthorized filings”). *But see United States Sec. & Exch. Comm'n v. Ahmed*, No. 3:15-CV-675 (JBA), 2021 WL 1840276, at \*1–2 (D. Conn. Mar. 9, 2021) (although finding that striking such filings to be well within its discretion, opting instead to disregard them).

9. Accordingly, should the Teleios Parties wish to formally object to Mr. Echolds’ Motion to Intervene, the proper method to do so is through a motion to intervene pursuant to Fla. R. Civ. P. 1.230.

**B. Commercial Reasonableness of Teleios Article 9 Sale**

**(i) Teleios Credit Agreement(s)**

10. According to the Corporate Monitor’s Initial Report, Teleios LS Holdings V DE, LLC, and Teleios LS Holding VI DE, LLC (hereinafter, “Teleios”) entered into a Credit Agreement (hereinafter, “CA”) with Centurion Funding SPV II, LLC, which, *inter alia*, “contemplated a loan of \$22.5 Million to be advanced in 4 tranches and sale and issuance up to 7,500,000 preferred membership interests in Centurion Funding SPV II, LLC, for an aggregate purchase price of \$7,500,000” (hereinafter, “PUPA”). *See Initial Report* at pages 13-14.

11. The Corporate Monitor’s Initial Report goes on to state, *inter alia*, that “[b]oth agreements (CA and PUPA) provided for 4 tranches, namely, 4 loan advances and 4 issuances of preferred units; however, only one loan advance of \$7.5 Million under the CA and 1 issuance of 2.5 million preferred units in exchange for \$2.5 Million actually took place.” *See id.* at page 14.

12. Thus, under the CA and PUPA, Teleios only advanced funds in an amount no greater than \$10 Million. The remaining funds, if any, which Teleios lent to Centurion Funding

SPV II, LLC (hereinafter, “Centurion II”) were advances used to pay the premiums on the life insurance policies comprising the Centurion Portfolio. *See id.* at page 14.

13. In the Corporate Monitor’s Second Report, as of January 31, 2021, the balance of the Teleios debt had risen to \$30,494,494.91 under the CA and risen to approximately \$10 Million under the PUPA. The Corporate Monitor did not reveal the amount due and owing in his third report and instead redacted the amount from view.

14. Then, in the Corporate Monitor’s Fourth Report, the Corporate Monitor states that the Teleios debt had risen to approximately \$80 Million, without any explanation as to how the debt rose to such a significant sum.

15. This raises two primary concerns: (1) the Teleios debt should be limited to principal and interest up to appointment of the Corporate Monitor; and (2) the amendments prejudiced all other lienholders, such as Mr. Echolds, and should therefore be subordinated by the Court.

16. Generally, the extent to which a creditor may participate in receivership assets is determined by the value of the claim at the time the receiver is appointed. 75 C.J.S. Receivers § 267. Interest on a claim “is usually allowed only up to the date of appointment.” *Bankers Trust Co. v. Florida East Coast Ry. Co.*, 31 F. Supp. 961, 963 (S.D. Fla. 1940). However, if the assets of the receivership are sufficient, however, interest as well as principal may be paid. *Id.* The Florida Supreme Court has been held that compound interest is not allowed. *Overstreet v. Voorhies*, 127 Fla. 333, 173 So. 710 (1937).

17. Thus, the Teleios debt should be limited to the principal invested, and interest and penalties should be disregarded in calculating the amount owed to the Teleios Parties.

18. Notably, the Corporate Monitor states in his initial report that “[t]here are no recent valuations of the Centurion Portfolio but, according to a valuation performed as of December 31,

2018, the 61 policies had a then present value of approximately \$92 Million...” See *Initial Report* at pages 11-12.

19. However, according to filings on record in *American Express National Bank v. Marshal Seeman* currently pending in the Circuit Court in and for Palm Beach County, it appears that there were valuations performed on the policies as late as May of 2020. See Composite Exhibit B attached hereto.<sup>2</sup>

20. According to Article 9 of the New York Uniform Commercial Code (“NYUCC”), “[e]very aspect of a disposition of collateral, including the method, manner, time, place, and other terms, must be commercially reasonable.” *SpecFin Mgmt. LLC v. Elhadidy*, 201 A.D.3d 31, 39, 158 N.Y.S.3d 366, 372 (2021).

21. Given the appearance of potential conflicts of interest, Mr. Echolds has doubts as to the commercial reasonableness of the Bid Procedures and the subsequent foreclosure sale of the collateral by the Teleios Parties. Specifically, Mr. Echolds seeks to focus the Court’s attention on the reasonableness of the bid amount, the determination of the amount Teleios is owed by certain Consenting Corporate Defendants, and the priority of their interest.

22. According to the affidavit<sup>3</sup> of Justin Finemel (“Mr. Finemel”), authorized signatory for the Teleios Parties, Teleios V and Teleios IV are “special purpose entities” formed for the specific purpose of acquiring and disposing of all rights and interests in purported premium finance loans originally extended by debt distressed companies, such as the Corporate Defendants. A true and correct copy of the Justin Finemel’s affidavit is attached hereto as “**Exhibit A**” (hereinafter, “Finemel Affidavit”).

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<sup>2</sup> Composite Exhibit B is comprised of: (1) a valuation performed on one of the 61 policies in the portfolio; and (2) AMEX bills for services performed by the same vendor.

<sup>3</sup> See *26th LS Series Ltd. V. Brooks, et al.*, 0651566 (N.Y. Sup. Ct. 2012) (Doc. No. 278).

23. Additionally, according to filings on record with the United States Securities and Exchange Commission (“SEC”), the Teleios Parties generate income through the purchase, monitoring, maintenance, and maturity of life insurance policies and operate as, *inter alia*, hedge funds in which Oaktree Capital Management L.P. or one of its affiliates (hereinafter, “OAKTREE”) were a “controlling investor” (as defined in federal securities laws).<sup>4</sup>

24. OAKTREE and its affiliates are headquartered at 333 South Grand Avenue, 28<sup>th</sup> Floor, Los Angeles, CA 90071.

25. Likewise, Co-Counsel for the Teleios Parties, Winston & Strawn LLP (hereinafter, “W&S”), maintain an office at 333 South Grand Avenue, 33<sup>rd</sup> Floor, Los Angeles, CA 90071.<sup>5</sup>

26. Notably, the consulting firm that has acted as the Corporate Monitor’s financial adviser throughout the pendency of this litigation and for which the Corporate Monitor works for as “Managing Director,” Development Specialist, Inc. (hereinafter, “DSI”), also maintains office space(s) at 333 South Grand Avenue, Suite 4100, Los Angeles, CA 90071.

27. In addition, Wells Fargo, N.A. (hereinafter, “WELLS FARGO”), the securities intermediary holding most or all of the Centurion and Centurion Related insurance policies and insurance related assets since at least December 2018, and which entered into an agreement with the Consenting Corporate Defendants and Teleios Parties, also maintains office(s) at 333 South Grand Avenue, Los Angeles, CA 90071, also known as the “Wells Fargo Center.”

28. Thus, Mr. Echolds respectfully requests the Court allow him to intervene in this action and to require the Teleios Parties to establish the commercial reasonableness, if any, of their purported Article 9 UCC sale which occurred June 28, 2022.

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<sup>4</sup> Banc of California, Quarterly Report (Form 10-Q) (March 31, 2018) at pages 67-68.

<sup>5</sup> Upon information and belief, the Teleios Parties and WINSTON & STRAWN have been intimately involved in the preparation and drafting of motions and orders filed in this Action despite their status as non-parties.

**RESERVATION OF RIGHTS**

29. Mr. Echolds reserves any and all rights and claims with respect to the Motion to Intervene and the Teleios Objection, including, but not limited to, the right to raise any such right, claim, or objection during the hearing on the Motion to Intervene and particularly the right to reply to Teleios' Objection on a substantive basis. Mr. Echolds further reserves his rights to amend, update, and/or supplement this reply at any time and in any respect.

Respectfully submitted, July 25, 2022.

**VERNON LITIGATION GROUP**  
*Attorneys for Tom Echolds*

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**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on July 25, 2022, 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.



# EXHIBIT

# A

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

26TH LS SERIES LTD.,

Plaintiff,

-against-

AUDRIE BROOKS, IRWIN BROOKS, GARY C. SICKLER, THE AUDRIE BROOKS LIT, THE AUDRIE BROOKS ILIT, BEDIS ZORMATI, EDGAR MARIN, JAFFA GROUP LLC, AND ABDELRAHMAN FARAJ,

Defendants.

Index No: 651566/2012

**AFFIDAVIT OF JUSTIN FINEMEL**

STATE OF CALIFORNIA    )  
  ) ss.:  
COUNTY OF LOS ANGELES    )

Justin Finemel, being duly sworn, deposes and says:

1. I am an authorized signatory for Teleios PF Loans DE, LLC ("Teleios"). The following is based on my personal knowledge, except where otherwise indicated.

2. Teleios is a special purpose entity formed to acquire and dispose of all rights and interests in certain premium finance loans originally extended by HM Ruby Fund L.P. ("HM Ruby").

3. On or around November 2, 2011, Teleios and its affiliate, Teleios LS Holdings DE, LLC (collectively, the "Teleios Parties"), entered into an Asset Purchase Agreement with Gorham Holdings, LLC, Quantlife, LLC, Himelsein Mandel Offshore Limited, and HM Ruby Fund, L.P. (collectively, the "HM Parties"). A redacted copy of this agreement is attached hereto as **Exhibit A**.

4. On terms set forth in the Asset Purchase Agreement the Teleios Parties acquired certain of the assets of the HM Parties, including a portfolio of loans and life insurance policies.

5. Among other assets conveyed by the Asset Purchase Agreement, HM Ruby assigned to Teleios all of its right, title, and interest in premium finance loans listed in Schedule 7 of the Asset Purchase Agreement, including all right, title, and interest in credit agreements, promissory notes, guarantee agreements, and any and all other documents related to the acquired loans.

6. The premium finance loans listed in Schedule 7 included two loans (the "Brooks Loans") extended to the Audrie Brooks LIT and Audrie Brooks ILIT, each secured by an insurance policy on the life of Audrie Brooks.

7. In connection with the transfer of the Brooks Loans from HM Ruby to Teleios, and as a condition to the closing of the transaction, Teleios received all documents that it deemed material to the transferred loans, including specifically, the original loan documents executed by HM Ruby, Gary Sickler, in his capacity as trustee of the Audrie Brooks LIT and Audrie Brooks ILIT (collectively, the "Brooks Trusts"), as well as Audrie and Irwin Brooks (collectively the "Original Loan Documents"). The Original Loan Documents included:

- a. two notarized Credit Agreements, dated August 27, 2008, and bearing the signatures of Gary Sickler (in his capacity as trustee of the Brooks Trusts), Wayne Himelsein (as General Partner of HM Ruby), and Audrie and Irwin Brooks.
- b. Two notarized promissory notes (also dated August 27, 2008) and bearing the signature of Gary Sickler, in his capacity as trustee of the Brooks Trusts.
- c. Two notarized guaranties (also dated August 27, 2008) bearing the signature of Audrie Brooks.

- d. Two notarized guaranties (also dated August 27, 2008) bearing the signature of Irwin Brooks, Mrs. Brooks' spouse.
- e. The original life insurance policies issued to the Brooks Trusts by ReliaStar Life Insurance Company of New York and Union Central Life Insurance Company, and pledged as collateral to secure the Brooks Loans.

8. True and correct copies of these Original Loan Documents are attached hereto as

**Exhibits B-K.**

9. Teleios retained the Original Loan Documents and closed on the acquisition of the Brooks Loans, along with certain of HM Ruby's other assets, in or around November 2011. To my knowledge, all conditions precedent to be satisfied and performed by the parties in connection with the transfer were satisfied or performed.

10. As the purchaser of the loans, Teleios made premium payments to preserve its collateral. Specifically, Teleios paid \$60,000 in premiums on January 3, 2012 with respect to the Audrie Brooks LIT loan and Teleios paid \$52,000 in premiums on January 3, 2012 with respect to the Audrie Brooks ILIT loan.

11. The Teleios Parties have ongoing obligations to the HM Parties under the Asset Purchase Agreement.

12. The HM Parties have never challenged the transfer of the Brooks Loans to Teleios.

13. At the time that Teleios acquired the Brooks Loans from HM Ruby, there was some confusion regarding the identity of the trustee of the Brooks Trusts. Accordingly, HM Ruby (at Teleios's request) informed both Alan Rubenstein and Gary Sickler of the transfer of the Brooks Loans to Teleios. I understand that HM Ruby notified Mr. Sickler of the transfer by

letters dated January 20, 2012, copies of which are attached hereto as Exhibit L and Exhibit M.

Teleios received copies of these letters.

14. Because the Brooks Loans had been in default for some time and the prospects for repayment were uncertain, Teleios made the decision to sell its interests in the Brooks Loans to a third party at a substantial discount from the outstanding amounts due on the loan.

15. In February 2012, Teleios assigned all of its right, title, and interest in the Brooks Loans, and all related loan documents (including the Original Loan Documents), to 26th LS Series Ltd.

16. Shortly after the transfer of Teleios's right, title, and interest in the Brooks Loans to 26th LS Series Ltd., Teleios caused the Original Loan Documents to be delivered to 26th LS Series Ltd.

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

  
\_\_\_\_\_  
JUSTIN FINEMEL

Sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 2014.

SEE ATTACHED CERTIFICATE

DATE 10/29/14 NOTARY INITIALS [Signature]

Notary Public-State of California

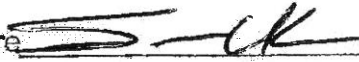
State of California  
County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 29  
day of October, 2014, by Justin Finemel

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

(Seal)

Signature



# COMPOSITE EXHIBIT

## B



**Scenario Results**

**Insured Last Name** McDougal  
**Case Description** 8036 Security Life of Denver  
**Mortality Table** 2015 VBT Final ALB  
**Valuation Date** 8/15/2019  
**Premium Projection Date** 3/27/2017  
**Mortality Improvement** No Improvement  
**Mortality Duration Adjustment** No Adjustment

**Primary Insured Census Information**  
 Primary Insured: McDougal, Delbert  
 Gender: Male  
 Smoking Class: Non-Smoker  
 Birthdate: 1/29/1937  
 Insurance Age: 82

**Policy Values on Valuation Date \***  
 Face Amount: 10,000,000  
 Net Death Benefit: 10,000,000  
 Initial Seller Death Benefit: 0  
 Investor Death Benefit: 10,000,000  
 Unloaned Account Value: 0  
 Loan Balance: 0

**Assumed Investment on Valuation Date**  
 IRR: 8.00%  
 Assumed Investment: 3,434,246  
 Percent of Face: 34.3%

**Assumed Investment on Valuation Date**  
 IRR: 8.00%  
 Assumed Investment: 3,434,246  
 Percent of Face: 34.3%

**Primary Insured Life**  
 Input: Life Exp 88.0, 8/30/2018; Aged Life Exp 78.2, 8/30/2018; Primary Life Exp 78.2, 8/30/2018  
 Mortality Factor: 289.2, 289.2, 289.2

**Underwriter**  
 TWENTY\_FIRST: 50.0  
 AVS: 50.0

**Relative Risk Weight**  
 TWENTY\_FIRST: 50.0  
 AVS: 50.0

**Weighted Average**  
 8/30/2018: 78.2, 289.2  
 3,434,246

\* Note that the Valuation Date is offset from the Premium Projection date. The model may have included projected premiums prior to the Valuation Date in its final price. Please examine the Projected Illustration report to verify that such premiums are appropriate.

**Notice on Mortality and Volatility**  
 Parties engaged in life settlements commonly obtain and use "life expectancies" in their considerations. While life expectancies are provided for individuals, they are developed from expected patterns of mortality of large groups of similar individuals. No one knows exactly when any one individual will die, nor is a life expectancy intended to suggest the time until death will be near the life expectancy. Any one individual may live much longer than his or her estimated life expectancy or that projected by applying a mortality rating to any particular mortality table. Even for a large group of lives, the actual mortality for the group may be less than expected for a variety of reasons (such as improvements in medical technology, unanticipated general mortality improvement, or mis-estimation of the life expectancy). Stochastic simulation and sensitivity testing can help to quantify these risks, but such tests should not be interpreted as a guarantee of any particular financial outcome. Investors will earn less than expected on the policy of any individual who lives longer than his life expectancy.



## Detail Continued

				Amount
05/03/20	BATCHGEO 5035759127	SEATTLE	WA	\$99.00
05/03/20	INTUIT QUICKBOOKS T1-748A9C8-1CA 94043	800-446-8848	CA	\$40.00
05/03/20	ZOHO-DESK +19259249500	PLEASANTON	CA	\$225.00
05/03/20	INTUIT QUICKBOOKS T1-748A9C8-7B8 94043	800-446-8848	CA	\$40.00
05/03/20	MSFT * <E0400AUWQR> Z312YOPGUTN0 98052	REDMOND		\$125.00
05/03/20	MSFT * <E0400AUZXH> Z312YQQ0U3VK 98052	REDMOND		\$610.50
05/03/20	MSFT * <E0400AUU83> Z313YOQKUDTG 98052	REDMOND		\$5.00
05/03/20	MSFT * <E0400AV1SM> Z313YOQKUDGO 98052	REDMOND		\$45.00
05/03/20	STAMPS.COM 855-608-2677	(855)608-2677	CA	\$17.99
05/03/20	MSFT * E0400AVM06 0000 Z312YQV6RJWD 33432 QV6RJWD Z312YQV6RJW	MSBILL.INFO	WA	\$2,332.08
05/03/20	EIG*CONSTANTCONTACT.COM 1123721182571 02451 CONSTANT CONTACT	855-229-5506	MA	\$325.00
05/04/20	LOGMEIN*GOTOWEBINAR ONLINE SVCS	LOGMEIN.COM	MA	\$91.43
05/04/20	ACCESS DIRECT 9135996500	SHAWNEE MISSION	KS	\$39.95
05/04/20	eFAX.COM SERVICES INTERNET SVC	800-958-2983	CA	\$16.95
05/04/20	DELAWARE CORP & TAX WEB 0110 302-739-3073	DOVER	DE	\$500.00
05/04/20	BDS COURIER COURIER SERV	561-419-5933	FL	\$57.93
05/04/20	Fedex 513719728 38132 XPONENT EMPLOYER SOLUTIONS AZ DIRECT BILLING TRANSACTION FEDEX INV# 000513719728 FEDEX #1-800-622-1147	800-463-3339	TN	\$8.72
05/05/20	INTUIT QUICKBOOKS T1-748BCCC-136 94043	800-446-8848	CA	\$75.00
05/05/20	VELOCIFY 8888431777	EL SEGUNDO	CA	\$4,828.83
05/05/20	MODEL ACTUARIAL PRICING 01560000052679 212-294-7958	NEW YORK	NY	\$3,700.00
05/06/20	INTUIT QUICKBOOKS IGS_110614564738 94043	800-446-8848	CA	\$12.00
05/06/20	BOINGO WIRELESS BOINGO WIRELESS	8008804117	CA	\$14.99
05/06/20	GRAN QUARTZ NORCROSS 000000001 8324670400	NORCROSS	GA	\$169.77
05/06/20	TRUSTEDCHOICE.COM 8553720070	MINNEAPOLIS	MN	\$128.00

Continued on next page



Centurion® Card

MARSHAL SEEMAN  
Closing Date 03/17/20

Account Ending

Detail Continued

				Amount
03/04/20	FAENA HOTEL VALET 0684 516-850-1274	MIAMI	FL	\$35.00
03/04/20	EXXONMOBIL CAT OUTSIDE 561-395-2712	(800) 243-9966	TX	\$56.59
03/04/20	FAENA HOTEL VALET 0684 516-850-1274	MIAMI	FL	\$35.00
03/04/20	AplPay UBER TRIP TRANSPORTATN	866-576-1039	CA	\$3.00
03/04/20	AplPay UBER TRIP TRANSPORTATN	866-576-1039	CA	\$6.92
03/04/20	MSFT * E0400ADKB2 0000 Z310V1N6JY2M 33432 1N6JY2M Z310V1N6JY2	MSBILL.INFO	WA	\$2,155.18
03/04/20	AplPay UBER TRIP TRANSPORTATN	866-576-1039	CA	\$3.00
03/04/20	AplPay UBER TRIP TRANSPORTATN	866-576-1039	CA	\$6.92
03/04/20	FEDEX 508063731 FedEx 508063731 38132 SENIOR ADVISORY GROUP AZ DIRECT BILLING TRANSACTION FEDEX INV# 000508063731 FEDEX #1-800-622-1147	MEMPHIS	TN	\$16.82
03/05/20	NIPR* 3Y2W97V1C +18556746477	KANSAS CITY	MO	\$96.18
03/05/20	NIPR* YZCMZMHCS +18556746477	KANSAS CITY	MO	\$96.18
03/05/20	NIPR* 3Y2WQ5GJ8 +18556746477	KANSAS CITY	MO	\$47.36
03/05/20	NIPR* SNDKF5LN9 +18556746477	KANSAS CITY	MO	\$217.54
03/05/20	AplPay APPLE.COM/BILL RECORD STORE	INTERNET CHARGE	CA	\$14.43
03/05/20	MODEL ACTUARIAL PRICING 01560000052679 212-294-7958	NEW YORK	NY	\$3,700.00
03/05/20	FEDEX 508165219 FedEx 508165219 38132 SENIOR ADVISORY GROUP AZ DIRECT BILLING TRANSACTION FEDEX INV# 000508165219 FEDEX #1-800-622-1147	MEMPHIS	TN	\$47.88
03/06/20	NIPR* V2QDV5DPY +18556746477	KANSAS CITY	MO	\$16.18
03/06/20	BOINGO WIRELESS BOINGO WIRELESS	8008804117	CA	\$14.99
03/06/20	TRUSTEDCHOICE.COM 8553720070	MINNEAPOLIS	MN	\$128.00
03/06/20	AMAZON.COM*OS3T166M3 MERCHANDISE	AMZN.COM/BILL	WA	\$12.68
03/06/20	PUBLIX 5614172445	BOCA RATON	FL	\$15.16
03/06/20	AMZN MKTP US*Z13MQ6ND3 BOOK STORES	AMZN.COM/BILL	WA	\$11.90
03/07/20	DRAFTSHARKS.COM 0341 833-333-7238	PENFIELD	NY	\$24.00

Continued on reverse

## Detail Continued

					Amount
08/03/19	BLOOMINGDALES BOCA RATON 000000002 8665932540	BOCA RATON	FL		\$970.00
08/03/19	FEDEX 486254900 FedEx 486254900 38132 SENIOR ADVISORY GROUP AZ DIRECT BILLING TRANSACTION FEDEX INV# 000486254900 FEDEX #1-800-622-1147	MEMPHIS	TN		\$129.34
08/03/19	PUBLIX 5614172445	BOCA RATON	FL		\$3.63
08/03/19	WALGREENS 8002892273	BOCA RATON	FL		\$10.50
08/03/19	STAMPS.COM 855-608-2677	(855)608-2677	CA		\$17.99
08/03/19	EIG*CONSTANTCONTACT.COM 30579255 02451 CONSTANT CONTACT	855-229-5506	MA		\$325.00
08/03/19	MSFT * E04008R1CS 0000 800-642-7676	MSBILL.INFO	WA		\$981.75
08/03/19	GODIVA CHOCOLTR 800-946-3482	BOCA RATON	FL		\$10.11
08/04/19	IN *AFFORDABLE QUALITY MOVING & STORAG 315457 91350	SANTA CLARITA	CA		\$200.00
08/04/19	eFAX.COM SERVICES INTERNET SVC	800-958-2983	CA		\$16.95
08/04/19	A1010BUSD01*MSFT *<E04008R7HV> COMPUTERS & EQUIPMENT	REDMOND			\$15.00
08/04/19	A1010BUSD01*MSFT *<E04008ROU5> COMPUTERS & EQUIPMENT	REDMOND			\$12.00
08/04/19	LOGMEIN GOTOMEETING SERVICES/SW	LOGMEIN.COM	CA		\$91.43
08/04/19	THE CUTTING LOUNGE LLC 0000 754-214-5077	BOCA RATON	FL		\$35.00
08/04/19	AGENCYEQUITY.COM 000971000010294 BOOKS & NEWSPAPERS	650-3449660	CA		\$169.95
08/04/19	INTUIT *CHECKS / FORMS 235506937 33432-	800-446-8848	CA		\$139.12
08/05/19	AMZN MKTP US*MA7YR30S0 BOOK STORES	AMZN.COM/BILL	WA		\$45.62
08/05/19	GETRESPONSE SP. Z.O.O. INTERNET_ORDER OFFICE@IMPLIX.COM	GDANSK	PL		\$45.00
08/05/19	DATALOT INC 1565032248G7WD7BG11201	BROOKLYN	NY		\$1,000.00
08/05/19	MercedesBenz Mbrace SUBSCRIPTION	(866)990-9007	GA		\$29.96
08/05/19	SUN SENTINEL SUBSCRIPTIO 954-375-2018	LEWISVILLE	TX		\$15.96
08/05/19	ANCHOR DIRECT 948907957746466 14346 33432	BOCA RATON	FL		\$1,660.16
08/05/19	ORANGE HILL 000000001 7142796100	ORANGE	CA		\$646.86
08/05/19	COURTYARD 27R Arrival Date 08/05/19 00000000 LODGING	Westbury	NY	Departure Date 08/05/19	\$1.00
08/05/19	MODEL ACTUARIAL PRICING 01560000052679 212-294-7958	NEW YORK	NY		\$3,700.00

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Centurion® Card

MARSHAL SEEMAN  
Closing Date 07/17/19

Account Ending

Detail Continued

				Amount
07/04/19	PwP AMERICAN EXPRESS TRAVEL DELTA AIR LINES From: NEW YORK LA GUARDI To: FT LAUDERDALE/HOLL Ticket Number: 00673773911985 Passenger Name: SEEMAN/KAREN DOROTHY Document Type: PASSENGER TICKET	CHICAGO	IL	\$443.30
07/04/19	EXPEDIA 7450092007408 0 33019 ALISON KESSLER CARIBBEAN RESORT BY THE OCEAN,HOLLYWOOD	EXPEDIA.COM	WA	\$288.16
07/04/19	eFAX.COM SERVICES INTERNET SVC	800-958-2983	CA	\$16.95
07/04/19	ANTHONY'S COAL FIRED PI 01044 561-338-3028	BOCA RATON	FL	\$33.10
07/04/19	MARATHON PETROLEUM GAS SALES 561-338-1717	866-462-7284	OH	\$73.87
07/04/19	LOGMEIN GOTOMEETING SERVICES/SW	LOGMEIN.COM	CA	\$91.43
07/04/19	FEDEX 483505958 FedEx 483505958 38132 SENIOR ADVISORY GROUP AZ DIRECT BILLING TRANSACTION FEDEX INV# 000483505958 FEDEX #1-800-622-1147	MEMPHIS	TN	\$73.59
07/04/19	PUBLIX 5614172445	BOCA RATON	FL	\$22.45
07/05/19	DATALOT INC 1562359029G7WD7BG11201	BROOKLYN	NY	\$1,000.00
07/05/19	MercedesBenz Mbrace SUBSCRIPTION	(866)990-9007	GA	\$242.89
07/05/19	ITUNES.COM/BILL RECORD STORE	INTERNET CHARGE	CA	\$27.98
07/05/19	MODEL ACTUARIAL PRICING 01560000052679 212-294-7958	NEW YORK	NY	\$3,700.00
07/06/19	GETRESPONSE SP. Z O.O. INTERNET_ORDER OFFICE@IMPLIX.COM	GDANSK	PL	\$45.00
07/06/19	PQ*Plastic Bill Payment GOVERNMENT SERVICE	San Francisco	CA	\$1,165.19
07/06/19	BOINGO WIRELESS BOINGO WIRELESS	8008804117	CA	\$14.99
07/06/19	TRUSTEDCHOICE.COM 8553720070	MINNEAPOLIS	MN	\$12.00
07/06/19	HERTZ CAR RENTAL Location: LOS ANGELES CA Rental: LOS ANGELES CA Return: SANTA ANA CA Agreement Number: 819891133 Renter Name: HOLTZ /ERIC	800-654-4173	CA	\$1,220.20
07/06/19	BESTSHINE CAR WASH 000000001 542867214050001 33431	BOCA RATON	FL	\$8.56
07/06/19	BESTSHINE CAR WASH 000000001 442853451490001 33431	BOCA RATON	FL	\$8.56

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