

**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,
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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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JOINT MOTION TO APPOINT RECEIVER

Daniel J. Stermer, as Court-appointed Corporate Monitor (the “Corporate Monitor”) for the property, assets, and business of the thirty-two (32) corporate entities¹ (collectively, the “Consenting Corporate Defendants”), and Plaintiff, State of Florida Office of Financial Regulation (“OFR”), seek entry of an order appointing the Corporate Monitor as receiver for the Consenting Corporate Defendants and state in support hereof:

A. Summary of Relief Requested.

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, and the *Agreed Order Granting Corporate Monitor, Daniel J. Stermer’s Unopposed Motion to Expand Corporate Monitorship Estate*, dated January 6, 2022, and with the consent of OFR, the Corporate Monitor asserts that, for the benefit of the Consenting Corporate Defendants, shareholders,

¹ The Consenting Corporate Defendants include: NATIONAL SENIOR INSURANCE, INC. D/B/A SEEMAN HOLTZ, CENTURION INSURANCE SERVICES GROUP, LLC, 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, PARA GLOBAL 2019, LLC, ALLOY ASSETS, LLC, SEEMAN HOLTZ WEALTH MANAGEMENT, INC., AGENCY ACQUISITION FUNDING, LLC, and AMERICA’S FAVORITE INSURANCE SERVICES LLC.

members, investors, and creditors, converting this monitorship into a receivership is necessary and appropriate to facilitate the wind up of the Consenting Corporate Defendants' affairs, including the liquidation of assets, disposition and prosecution of claims, and to facilitate litigation against third-parties.

B. Background.

1. On July 12, 2021, the OFR filed a *Complaint for Temporary and Permanent Injunction, Appointment of Receiver, Restitution, Civil Penalties, and Other Statutory and Equitable Relief* (the "Complaint") against the Consenting Corporate Defendants, certain individuals and other entities, and Relief Defendants (the "OFR Action"). The Complaint seeks entry of a judgment to restrain acts and practices of the Defendants, including the Consenting Corporate Defendants, from violations of various provisions of Chapter 517, Florida Statutes, including sections 517.301, 517.12 and 517.07. The Complaint also seeks entry of a judgment against the Consenting Corporate Defendants in the form of the appointment of a receiver, restitution, an award of civil penalties, and disgorgement of ill-gotten gains and unjust enrichment.

2. The Complaint alleges that Seeman and Holtz were assisted in the scheme and enterprise (the "SH Enterprise") by Defendant, Brian J. Schwartz ("Schwartz"), who allegedly acted as the SH Enterprise's untitled chief financial officer. The Complaint further alleges that the SH Enterprise raised more than \$400 Million in capital since 2011.²

3. On September 10, 2021, the OFR filed a *Consent Motion for Appointment of Corporate Monitor*, seeking the appointment of the Corporate Monitor for the property, assets,

² The Corporate Monitor is aware that the Individual Defendants dispute the allegations. Further, the Consenting Corporate Defendants, while they consented to the entry of the Order, did not admit the allegations in the Complaint. *See* Order at ¶ 62 ("Nothing in this Order shall be construed as an admission by the Consenting Defendants, including but not limited to the Consenting Individual Defendants, to any of the allegations in the Complaint, nor shall in any way preclude the Consenting Defendants from contesting Plaintiff's claims and allegations or raising any defenses and affirmative defenses to the same.")

and businesses of the initial Consenting Corporate Defendants, 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”).

4. 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. On January 6, 2022, the Court entered an agreed order expanding the scope of the corporate monitorship to include five (5) additional corporate entities as Consenting Corporate Defendants (the “January 6, 2022 Order”).

5. The Corporate Monitor and his court-approved professionals, as part of their duties and responsibilities under the September 14, 2021 Order, have made good faith efforts to analyze and continue to analyze the books and records of the Consenting Corporate Defendants and have participated in discussions, reviews, and analysis of the Consenting Corporate Defendants in an effort to fully understand the ongoing viability of the Consenting Corporate Defendants.

6. Further, the Corporate Monitor has filed six interim reports reporting his findings (October 14, 2021, January 12, 2022, April 12, 2022, July 1, 2022, October 3, 2022 and January 3, 2023), the status of the operations of the Consenting Corporate Defendants, and the financial affairs of the monitorship estate of the Consenting Corporate Defendants (the “Corporate Monitorship Estate”). The Corporate Monitor has also prepared, distributed, and posted updates to Noteholders and other parties in interest (October 6, 2021, October 22, 2021, December 22, 2021, January 25, 2022, February 28, 2022, July 17, 2022, August 2, 2022, August 15, 2022, August 26, 2022, August 31, 2022, and November 18, 2022).

7. On June 17, 2022, the Corporate Monitor filed a motion seeking approval of certain proposed noticing and claims administration procedures and the form of the notice to be sent to potential claimants (the “Claim Motion”). Pursuant to the Claim Motion, the Corporate Monitor sought and obtained the approval of (a) a legal notice that will apprise potential claimants of how the claims process was created, who is eligible to submit a claim in order to potentially receive a monetary distribution³ from the Corporate Monitorship estate, the process by which eligible claimants can submit a claim, and the process by which the Corporate Monitor will determine which eligible claimants have allowed claims and are thus entitled to receive a *pro rata* distribution, if any, from the Corporate Monitorship estate, (b) a bar date notice that will notify the potential claimants of the deadline to file claims and advise claimants that they will be forever barred and permanently enjoined from asserting a claim against the Consenting Corporate Defendants should they fail to timely file a proof of claim, (c) a form Proof of Claim.

8. On June 27, 2022,⁴ the Court entered an order granting the Claim Motion in its entirety.⁵

9. Relatedly, as reported in the Corporate Monitor’s Fifth Report, the Corporate Monitor has recovered \$2,250,00.00 in a settlement from a third-party, Seeman Holtz Property and Casualty, LLC f/k/a Seeman Holtz Property and Casualty, Inc. (“SHPC”). On August 17, 2022, the Court entered an *Order Granting Corporate Monitor, Daniel J. Stermer’s Motion to Approve*

³ The Claim Motion sought to commence the process of reconciling claims, so that if funds become available for distribution, the process is in place.

⁴ On June 29, 2022, the Court entered an Amended Agreed Order Approving the Noticing and Claims Administration Process and same has been posted on the Corporate Monitor’s website.

⁵ Per the June 27, 2022 and June 29, 2022 Orders entered by the Court, the Claims Bar Date was set as August 31, 2022. The Claims Bar Date was extended until October 31, 2022 pursuant to an Order entered by the federal court in the *Millstein, et al. v. Marshal Seeman, et al.* matter.

Stipulation of Settlement With SHPC and Hudson Lender Parties, which approved the “SHPC Settlement.” These funds may be used to fund the claims process, in part.

10. As also reported in the Corporate Monitor’s Fifth Report, the Corporate Monitor will also serve as the “Settlement Administrator” of the \$650,000 in settlement funds obtained from the class action *Millstein, et al. v. Marshal Seeman, et al.*, 21-CV-61179-RAR (S.D. Fla. 2021); *see also* <https://nationalseniormonitorship.com/shpc>.⁶

C. Summary of Relief Requested.

Based upon his investigation and exercise of business judgment, and in consultation with his Counsel and other Professionals, the Corporate Monitor has concluded that, after administering the initial aspects of the claim process described above and in the Corporate Monitor’s Reports filed with the Court, the Consenting Corporate Defendants will have virtually no physical or tangible assets upon which there could be any collection by the OFR in its litigation against the Consenting Corporate Defendants. The remaining assets of the Consenting Corporate Defendants will be intangible and include litigation claims, clawback claims, and other possible forms of recovery against third-parties. The Corporate Monitor asserts that vesting him with the powers of a **receiver** to commence litigation is in the best interest of the Consenting Corporate Defendants, shareholders, members, investors and creditors. Moreover, given the utility of the approved claim process, the Corporate Monitor asserts that he would be in the best position to administer any restitution that may be obtained by the OFR.

⁶ The additional net settlement funds received from the Class Settlement shall be included as part of any upcoming pro rata distribution that the Corporate Monitor will ultimately propose to the Court for consideration, which should, after retention by Class Action Counsel of their approved fees, result in approximately \$450,000.00 being forwarded to the Corporate Monitor in his capacity as Settlement Administrator.

Accordingly, the Corporate Monitor submits that the Court should appoint the Corporate Monitor as a receiver (the “Receiver”)⁷ of the Consenting Corporate Defendants⁸ to wind up and liquidate, dispose of all assets, bring suits in his own name as Receiver or in the name of the Consenting Corporate Defendants in all courts, administer any restitution that may be obtained by the OFR, and exercise all rights afforded to a receiver pursuant to Florida law, as may be authorized and amended by the Court in its discretion.

D. Memorandum of Law.

Florida courts routinely appoint receivers to manage the wind up and liquidation of companies. For example, both the Florida Revised Limited Liability Company Act, § 605.0704, Florida Statutes, and the Florida Business Corporation Act, § 607.1432(1), Fla. Stat., both prescribe the appointment of a receiver for these purposes:

- (1) A court in a judicial proceeding brought to dissolve a limited liability company may appoint one or more receivers to wind up and liquidate or one or more custodians to manage the business and affairs of the limited liability company.

§ 605.0704 (1), Fla. Stat.

- (1) A court in a judicial proceeding brought under s. 607.1430 may appoint one or more receivers to wind up and liquidate, or one or more custodians to manage, the business and affairs of the corporation.

§ 607.1432(1), Fla. Stat.

While the appointment of the Corporate Monitor was appropriate, previously, to manage the business and affairs of the Consenting Corporate Defendants, based on the status of these entities’ business operations, the businesses’ operations have, for all intents and purposes, ceased.

⁷ A receiver is “[a] disinterested person appointed by a court, or by a corporation or other person, for the protection or collection of property that is the subject of diverse claims.” *Black’s Law Dictionary* (10th ed. 2014).

⁸ Should the Court appoint the Corporate Monitor as Receiver, the then Receiver reserves the right to seek further instruction(s) and/or file any motion(s) as may be necessary in order to allow the then Receiver to exercise any and all rights and/or seek any remedy that may be advisable, including further expansion of the Consenting Corporate Defendants.

As such, vesting the Corporate Monitor with the powers of Receiver is appropriate at this time, under the specific facts and circumstances in this rather complex matter, to facilitate the orderly wind up of the businesses, bring claims, and distribute proceeds to the Noteholders and creditors, consistent with the existing claim process.

1. Appointing a Receiver Will Assist in the Distribution of Restitution to Noteholders and Creditors as Authorized by § 517.191, Florida Statutes.

Notably, Chapter 517, Florida Statutes, expressly authorizes the Court to appoint a receiver, as requested by the OFR in the original Complaint, and to administer restitution that the OFR may recover. *See* Complaint; *see also* § 517.191(2) (“In addition to all other means provided by law for the enforcement of any temporary restraining order, temporary injunction, or permanent injunction issued in any such court proceedings, the court shall have the power and jurisdiction, upon application of the office, to impound and to appoint a receiver or administrator for the property, assets, and business of the defendant...”); § 517.191(3). Further, such **restitution shall, at the option of the court, be payable to the administrator or receiver appointed pursuant to this section** or directly to the persons whose assets were obtained in violation of this chapter.”) (emphasis added).

2. Appointing a Receiver Will Streamline Litigations Against Third-Parties.

Further, for purposes of efficiency in litigation, Chapter 517, Florida Statutes, also allows the Court to appoint a receiver and direct that all suits involving the receivership to be assigned to the Court:

In addition to all other means provided by law for the enforcement of any temporary restraining order, temporary injunction, or permanent injunction issued in any such court proceedings, **the court shall have the power and jurisdiction**, upon application of the office, to impound and **to appoint a receiver** or administrator for the property, assets, and business of the defendant, including, but not limited to, the books, records, documents, and papers appertaining thereto. **Such receiver or administrator, when appointed and qualified, shall have all powers and**

duties as to custody, collection, administration, winding up, and liquidation of said property and business as shall from time to time be conferred upon her or him by the court. **In any such action, the court may issue orders and decrees staying all pending suits and enjoining any further suits affecting the receiver's or administrator's custody or possession of the said property, assets, and business or, in its discretion, may with the consent of the presiding judge of the circuit require that all such suits be assigned to the circuit court judge appointing the said receiver or administrator.**

§ 517.191(2), Fla. Stat. (emphasis added).

Currently, there are several cases against the Consenting Corporate Defendants pending in other divisions of the Palm Beach County Circuit Court which the Corporate Monitor asserts could be transferred to this Court if the Court appoints him as the Receiver.⁹ If appointed, the Receiver could seek authority to streamline all of the litigation claims he would bring against third-parties, if any, before the Court, as well.

3. Appointing a Receiver Will Lift the Stay of Litigation and Allow for the Receiver to Commence Claims Against Third-Parties.

Pursuant to the September 14, 2021 Order, Section XVI. Stay of Litigation, “the following State Court proceedings are stayed pursuant to section 517.191(2), Florida Statutes, until further Order of this Court:

All past, present and future civil legal proceedings of any nature, including, but not limited to, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature involving: (a) the Corporate Monitor, in the Corporate Monitor's capacity as such; (b) any of the Consenting Corporate Defendants' property or property derived from the Consenting Corporate Defendants' or their investors' funds, wherever located; (c) the Consenting Corporate Defendants, including subsidiaries, successors, assigns, and entities owned or controlled by the Consenting Corporate Defendants; or (d) the Consenting Corporate Defendants, including any of the Consenting Corporate Defendants' past or present officers, directors, member managers, shareholders, employees, affiliates, agents, servants, attorneys, and custodians sued for, or in connection with, any action taken by them while acting in such capacity of any nature, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings are hereinafter referred to as “Ancillary Proceedings”).”

⁹ In addition to the currently pending matters in the Palm Beach County Circuit Court, there are other matters pending in the Collier County Circuit Court and courts in other jurisdictions outside of Florida.

September 14, 2021 Order at ¶ 42. The Court further ordered:

43. The parties to any and all Ancillary Proceedings are enjoined from commencing or continuing any such legal proceeding, or from taking any action, in connection with any such proceeding, including, but not limited to, the issuance or employment of process.

44. All Ancillary Proceedings are stayed in their entirety, and all courts, arbitration tribunals or other fora having any jurisdiction thereof are enjoined from taking or permitting any action until further Order of this Court. Further, as to a cause of action accrued or accruing in favor of the Consenting Corporate Defendants against a third person or party, any applicable statute of limitation is tolled during the period in which this injunction against commencement of legal proceedings is in effect as to that cause of action.

45. This litigation stay/injunction shall cease upon termination of the monitorship by Order of this Court.

As such, the Corporate Monitor is currently unable to assert claims on behalf of the Consenting Corporate Defendants while the monitorship is in place. Converting the monitorship into a receivership will allow the Receiver to investigate claims and commence actions against third-parties.

4. Appointing a Receiver Will Give the Receiver Standing to Assert Claims Against Third-Parties and Avoid the Defenses that Might Otherwise Be Raised Against the Consenting Corporate Defendants.

Moreover, if appointed Receiver, the Receiver of one or more of the Consenting Corporate Defendants will not be affected by the acts of prior management, including through the defense of *in pari delicto* that any third-party may assert in litigation with the Receiver. Although the September 14, 2021 Order tolls all claims held by the Consenting Corporate Defendants, if appointed Receiver, any statutes of limitations and/or statutes of repose would restart in favor of maintaining the claims that may exist and/or are yet to be discovered. Thus, that period of time from September 14, 2021 through the date of the entry of the Receivership Order should be excluded from the computation of any statute of limitations applicable to a cause of action accrued or accruing in favor of the Receivership Defendants against a third person or party during the period in which an injunction against commencement of legal proceedings was in effect as to that

cause of action. The timing of the Receiver's knowledge, discovery, or duty to discover facts for purposes of third-party claims would commence upon the entry of the order appointing the Receiver.

5. Equity Supports the Appointment of a Receiver.

The statutory bases for the appointment of the Receiver, under Chapters 517, 605, and 607, Florida Statutes, are also supported by the facts and circumstances under common law to appoint an equity receiver. Florida common law also provides substantial authority to appoint the Receiver under the facts and circumstances of this case. The appointment of a receiver lies in the equity jurisdiction of the Court and is an exercise of the sound discretion of the Court. *Insurance Management, Inc. v. McLeod*, 194 So. 2d 16, 17 (Fla. 3d DCA 1967) (“The power to appoint a receiver is inherent in equity jurisdiction and its exercise lies in the sound discretion of the chancellor to be granted or withheld according to the facts and circumstances of the particular case.”); *see also* Fla. R. Civ. P. 1.620. “The power to appoint a receiver has long been recognized as one that is inherent in a court of equity, which ‘lies in the sound discretion of the chancellor to be granted or withheld according to the facts and circumstances of the particular case.’” *Granada Lakes Villas Condo. Ass'n, Inc. v. Metro-Dade Investments Co.*, 125 So. 3d 756, 758 (Fla. 2013). The Supreme Court of Florida made clear “that a court’s inherent equitable power to appoint a receiver [] is not limited to the enumerated categories set forth in” the Florida Statutes. *Id.* at 760. That is, the Court can appoint a receiver under either or both bases, a statutory basis or a common law basis. Here, both support the appointment of the Receiver.

Indeed, the appointment of a receiver lies in the equity jurisdiction of the Court and is an exercise of the sound discretion of the Court. *Insurance Management, Inc. v. McLeod*, 194 So. 2d 16, 17 (Fla. 3d DCA 1967) (“The power to appoint a receiver is inherent in equity jurisdiction and its exercise lies in the sound discretion of the chancellor to be granted or withheld according to the

facts and circumstances of the particular case.”); *see also* Fla. R. Civ. P. 1.620. A motion for the appointment of a receiver is generally adjudicated at the discretion of the trial court. *Carolina Portland Cement Co. v. Baumgartner*, 128 So. 241 (1930).

Prior to the filing of this Motion, the Corporate Monitor’s counsel communicated with counsel for each of the Consenting Individual Defendants, and has been advised that Marshal Seeman has no objection to the relief requested herein, and Brian J. Schwartz takes no position as to the relief requested herein.

E. Conclusion

For the foregoing reasons, the Corporate Monitor and OFR respectfully request the Court order that (i) Daniel J. Stermer is the Receiver over the Consenting Corporate Defendants, with all rights and powers of an equity receiver under Florida law, without bond (ii) the Stay of Litigation set forth in the September 14, 2021 Order is lifted such that the Receiver may investigate and bring claims against third-parties, (iii) all such litigations be assigned to the Court for adjudication, (iv) the Corporate Monitor is discharged while permitting the Receiver to maintain agreements and the retentions of professionals previously authorized by the Court, (v) all of the existing rights in the Corporate Monitor are vested in the Receiver, and (vi) grant all such other relief as the Court deems just and proper.

WHEREFORE, the Corporate Monitor and OFR respectfully request entry of the proposed Order Appointing Receiver in the form attached hereto as **Exhibit “A”** granting the relief requested herein, appointing the Daniel Stermer as the Receiver of the Consenting Corporate

Defendants, and granting such other and additional relief as the Court deems just and proper.

Dated: March 23, 2023

<p>Respectfully submitted,</p> <p>By: <u>/s/ Brian G. Rich</u> Brian G. Rich, FBN 38229 brich@bergersingerman.com Gavin C. Gaukroger, FBN 76489 ggaukroger@bergersingerman.com Michael J. Niles, FBN 107203 mniles@bergersingerman.com BERGER SINGERMAN LLP 525 Okeechobee Boulevard Suite 1250 West Palm Beach, FL 33401 Tel. (561) 241-9500</p> <p><i>Attorneys for Corporate Monitor</i></p>	<p>Respectfully submitted,</p> <p>By: <u>/s/ A. Gregory Melchior</u> A. Gregory Melchior, FBN 0407290 Executive Senior Attorney Greg.Melchior@flofr.gov OFFICE OF GENERAL COUNSEL FLORIDA OFFICE OF FINANCIAL REGULATION 200 East Gaines Street Tallahassee, Florida 32309 Tel. (813) 218-5327</p> <p><i>Attorney for Plaintiff</i></p>
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 23, 2023, 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 on the attached Service List.

By: /s/ Brian G. Rich
 Brian G. Rich

SERVICE LIST

<p>A. Gregory Melchior, Esq., Chief Counsel George C. Bedell, III, Esq., Chief Counsel <i>Office of General Counsel</i> <i>Florida Office of Financial Regulation</i> 200 East Gaines Street Tallahassee, FL 32309 Greg.Melchior@flofr.gov George.Bedell@flofr.gov Jessica.McPike@flofr.gov <i>Counsel for Plaintiff</i></p>	<p>Scott Alan Orth, Esq. <i>Law Offices of Scott Alan Orth</i> 3860 Sheridan Street, Ste. A Hollywood, FL 33021 scott@orthlawoffice.com service@orthlawoffice.com eserviceSAO@gmail.com <i>Attorney for Defendant Marshal Seeman, Twenty-six Defendant Entities</i></p>
<p>Jeffrey H. Sloman, Esq. <i>Stumphauzer Foslid Sloman & Kolaya, PLLC</i> One Biscayne Tower 2 South Biscayne Boulevard, Suite 1600 Miami, FL 33131 jsloman@sflslaw.com <i>Attorneys for Defendants Brian J. Schwartz and Ameritonian Enterprises, LLC</i></p>	<p>Daniel J. Stermer, Esq. <i>Development Specialists, Inc.</i> 500 W. Cypress Creek Road, Suite 400 Fort Lauderdale, Florida 33309 dsterner@DSIConsulting.com <i>Corporate Monitor</i></p>
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<p>Adam J. Ruttenberg, Esq. Arent Fox Schiff, LLP 800 Boylston Street, 32nd Floor Boston, MA 02199 Adam.ruttenberg@afslaw.com <i>Attorney for Pelican Capital Management, LLC</i></p>	<p>Christopher R. Murray, Esq. Murray Legal, PLLC 170 Old Country Road, Suite 608 Mineola, New York 11501 Tel: (516) 260-7367 E-Mail: cmurray@murraylegalpllc.com <i>Attorneys for Business Advance Team LLC d/b/a Everyday Capital</i></p>

EXHIBIT A

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Defendants.

THE ESTATE OF ERIC CHARLES HOLTZ,
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Relief Defendants.

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ORDER APPOINTING RECEIVER

THIS CAUSE came before the Court for hearing on _____, 2023, in West Palm Beach, Florida upon the *Joint Motion to Appoint Receiver* (the “Motion”)¹ filed by the Court-appointed Corporate Monitor Daniel J. Stermer (the “Corporate Monitor”) and the State of Florida, Office of Financial Regulation (“OFR”). The Motion seeks the appointment of the Corporate Monitor, Daniel J. Stermer, as the receiver of the Consenting Corporate Defendants (the “Receiver”). The Court finds that based on the entirety of the record in these proceedings and the pending Motion: (i) the appointment of the Receiver for the Consenting Corporate Defendants (hereinafter the “Receivership Defendants”)² in the above captioned action is necessary and appropriate to wind up, liquidate and dispose of all of the Receivership Defendants’ assets, provide authority to the Receiver to bring lawsuits in the Receiver’s name or the name of the Receivership Defendants in all courts to recover monies or assets for the benefit of the Receivership Defendants’ creditors, and ensure that said creditors are repaid in a fair and equitable manner; (ii) good and

¹ Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Motion.

² The Consenting Corporate Defendants which, herein, are collectively defined as the Receivership Defendants, include: NATIONAL SENIOR INSURANCE, INC. D/B/A SEEMAN HOLTZ, CENTURION INSURANCE SERVICES GROUP, LLC, 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, 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, PARA GLOBAL 2019, LLC, ALLOY ASSETS, LLC, SEEMAN HOLTZ WEALTH MANAGEMENT, INC., AGENCY ACQUISITION FUNDING, LLC, and AMERICA’S FAVORITE INSURANCE SERVICES LLC.

sufficient notice of the Motion has been given to the Receivership Defendants and all parties in interest; (iii) this Court has subject matter jurisdiction over this action, personal jurisdiction over the Receivership Defendants and venue properly lies in this Court; (iv) movants have made a showing of sufficient merit to warrant the appointment of the Receiver, which relief was sought by the OFR in Count XIII of the Complaint (defined below) and is authorized pursuant to Chapters 517, 605 and 607, Florida Statutes, including § 517.191(2), § 605.0703, § 605.0704, § 605.0709, § 607.1405, § 607.1432, § 607.1434 and the Court's inherent equitable power to appoint the Receiver; and (v) the appointment of the Receiver is in the best interests of the Receivership Defendants and their respective shareholders, members, investors, and creditors. Accordingly, the Court, having duly considered the Motion and having reviewed the entire Court file, and being otherwise duly advised in the premises, concludes that the Motion is well-taken and should be granted as set forth below:

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT THE MOTION IS GRANTED, AS FOLLOWS:

Appointment of the Receiver

1. Until further Order of this Court, **Daniel J. Stermer c/o Development Specialists, Inc., 500 West Cypress Creek Road, Fort Lauderdale, FL 33309, (305) 374-2717, DStermer@DSIConsulting.com**, is hereby appointed to serve without bond as Receiver for the Receivership Defendants and their respective affiliates, subsidiaries, successors, and assigns (individually, each is a "Receivership Estate", and collectively, the "Receivership Estates").

2. The Receiver may seek authority to expand the scope of the receivership over other entities that (1) conducted any business or personal affairs related to or arising from the Receivership Estates, (2) commingled or pooled assets with the Receivership Defendants, or (3)

otherwise participated in the transfer or receipt of assets stemming from the Receivership Defendants or from any business or personal activity that is the subject to the *Complaint for Temporary and Permanent Injunction, Appointment of Receiver, Restitution, Civil Penalties, and Other Statutory and Equitable Relief* filed by the OFR on July 12, 2021 (“Complaint”).

Assets Subject to Receivership

3. This Court hereby takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the Receivership Defendants and the Receivership Estates for the purpose of preserving those assets for the benefit of Receivership Estates’ creditors.

4. Except as otherwise specified herein, all assets of the Receivership Defendants and the Receivership Estates are frozen until further Order of this Court. Accordingly, all persons and entities with direct or indirect control over any assets of the Receivership Defendants or the Receivership Estates, other than the Receiver, are hereby restrained and enjoined from directly or indirectly transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating, or otherwise disposing of, or withdrawing, such assets. This freeze shall include, but shall not be limited to, assets of the Receivership Defendants or the Receivership Estates that are on deposit or in safe deposit boxes with financial institutions such as banks, cryptocurrency exchanges, brokerage firms, clearing firms, financial institutions or any other third party. To be clear, any and all account(s) under the direct care, custody, and control of the Receiver/Receivership Estates shall not be frozen and can be utilized by the Receiver as necessary to perform his duties as determined by the Receiver and as authorized by this Court.

General Powers and Duties of the Receiver

5. The Receiver shall have all powers, authorities, rights and privileges heretofore possessed or controlled by (or otherwise under the possession, control or direction, directly or

indirectly, of) officers, managers, partners and/or directors of the Receivership Defendants under applicable state and federal law, as well as by the governing charters, by-laws, articles and/or agreements of the Receivership Defendants, in addition to all powers and authority of a receiver at equity, and all powers conferred upon a receiver under Florida law, and/or pursuant to Orders entered by this Court.

6. The powers of the officers, directors, managers, employees, partners, representatives, agents, and shareholders of the Receivership Defendants are hereby suspended. Such persons and entities shall have no authority with respect to the operations or assets of the Receivership Defendants, except to the extent as may hereafter be expressly granted by the Receiver. The Receiver shall assume and control the operations of the Receivership Defendants and shall pursue and preserve all of their respective claims.

7. No person holding or claiming any position of any sort with the Receivership Defendants shall possess any authority to act by or on behalf of the Receivership Defendants unless that authority has expressly been conferred on that person by the Receiver as authorized by this Court.

8. The Receiver shall have the following general powers and duties to perform in good faith, with reasonable diligence, and with reasonable discretion:

- a. Use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants of any nature or kind whatsoever, including, but not limited to, equipment, inventory, monies, funds, securities, cryptocurrencies, credits, insurance, effects, goods, chattels, lands, premises, leases, claims, rights, and other assets, together with all rents, profits, dividends, interest or other income attributable thereto, of whatever kind, which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly;
- b. Immediately take custody, control and possession of any and all of the property of the Receivership Defendants and records relevant thereto; to sue for and collect, recover, receive and take into possession from third parties

property of the Receivership Defendants and records relevant thereto, including, but not limited to, assuming control of, and be named the authorized signatory for, all accounts at any bank, brokerage firm or financial institution which has possession, custody, or control of any assets or funds, wherever situated, of any of the Receivership Defendants and, upon order of this Court, of any of their subsidiaries or affiliates, provided the Receiver deems it necessary;

- c. Manage, control, operate and maintain the Receivership Defendants and hold in the Receiver's possession, custody and control all property of the Receivership Defendants, pending further Order of this Court;
- d. To disburse funds to investors, creditors and/or holders of allowed claims, only upon further Order of this Court;
- e. Use property of the Receivership Defendants, making payments and disbursements and incurring expenses as may be necessary or advisable in discharging the Receiver's duties as Receiver;
- f. Take any action which, prior to the entry of this Order, could have been taken by the officers, directors, managers, employees, partners, representatives, trustees, and agents of the Receivership Defendants with respect to maintaining their respective ordinary operations;
- g. Continue the normal operations of the Receivership Defendants or alternatively to suspend, winddown or stop the operations of the Receivership Defendants;
- h. Take such action as necessary and appropriate for the preservation of property of the Receivership Defendants or to prevent the dissipation or concealment of property of the Receivership Defendants;
- i. Pursue, resist, defend and settle all suits, actions, claims and demands which may now be pending or which may be brought by or asserted against the Receivership Defendants;
- j. Take immediate and exclusive custody, control and possession of all equipment, inventory or financing relating to the foregoing, monies, funds, cryptocurrencies, property, and other assets in the possession of, or under the control of the Receivership Defendants, wherever situated that the Receiver has a reasonable basis to believe is related to the claims that are the subject of the Complaint. The Receiver shall have full power to sue for, collect, receive and take possession of all goods, chattels, rights, credits, moneys, effects, land, leases, books, records, work papers, and records of accounts, including computer-maintained information and digital data and other papers and documents. Title to all of the above items wherever

located are vested by operation of law in the Receiver and/or Receivership Estates, as appropriate;

- k. Enter and inspect the business premises of the Receivership Defendants and to take documents or other property relating to the Receivership Defendants;
- l. Preserve, hold and manage all receivership assets, and perform all acts necessary to preserve the value of those assets, in order to prevent any loss, damage or injury to creditors of Receivership Defendants;
- m. To take such action as deemed necessary and appropriate by the Receiver for the preservation of property of the Receivership Defendants or to prevent the dissipation or concealment of property of the Receivership Defendants by any Defendant or other natural person or corporate entity, to include, but not be limited to, seeking an asset freeze, injunction or other remedy;
- n. Prevent the withdrawal or misapplication of funds entrusted to the Receivership Defendants, and otherwise protect the interests of creditors of the Receivership Defendants;
- o. Collect all money owed to the Receivership Defendants;
- p. To pursue, resist and defend, as deemed necessary and appropriate, all suits, actions, claims and demands which may now be pending or which may be brought by or asserted against the Receivership Defendants;
- q. To seek permission and obtain approval from the Court before effectuating any settlement, consent judgment or allowing any default or default judgment against the Receivership Defendants, or before releasing legal claims or causes of action the Receivership Defendants may have against other parties;
- r. Investigate the manner in which the affairs of any of the Receivership Defendants were conducted and bring such legal actions based on law or equity in any state, federal, or foreign court in relation to any property of the Receivership Defendants as the Receiver deems necessary or appropriate in discharging the duties as Receiver;
- s. Initiate, defend, compromise, adjust, intervene in, dispose of, or become a party to any lawsuits or arbitrations in state, federal or foreign jurisdictions necessary to preserve or increase the assets of the Receivership Defendants and/or on behalf of the Receivership Defendants and for the benefit of its creditors against: (1) those individuals and/or entities which the Receiver may claim have wrongfully, illegally or otherwise improperly misappropriated, transferred or received any assets, properties, equipment,

inventory, or financing relating to the foregoing, monies, proceeds or other items of value directly or indirectly traceable from the Receivership Defendants, including but not limited to each of their respective officers, directors, managers, employees, partners, representatives, agents, brokers, advisors or any persons acting in concert or participation with them; or (2) any transfers of assets, properties, equipment, inventory, or financing relating to the foregoing, monies, proceeds or other items of value directly or indirectly traceable from the creditors of the Receivership Defendants. Such actions may include, but not be limited to, seeking imposition of constructive trusts, seeking imposition of equitable liens, unjust enrichment, breach of fiduciary duties, disgorgement of commissions and/or profits, recovery and/or avoidance of fraudulent transfers under Florida Statute § 726.101, *et seq.* or otherwise, rescission and restitution, the collection of debts, and such Orders or other relief supported in law or equity from this Court as may be necessary to enforce this Order;

- t. Request permission from this Court to extend the receivership over any person or entity who received transfers of assets, properties, equipment, inventory, or financing relating to the foregoing, monies, proceeds or other items of value derived from the Receivership Defendants or their respective creditors and to give the Receiver possession of such;
- u. To seek a stay of any court proceeding or order transferring, liquidating, disposing or impacting any of the Defendants' assets, properties, life settlement insurance policies, monies, proceeds or other items of value derived from the Receivership Defendants or their investors;
- v. To seek an injunction prohibiting the sale, transfer, liquidation, disposition or other activity impacting any of the Defendants' assets, properties, life settlement insurance policies, monies, proceeds or other items of value derived from the Receivership Defendants or their investors;
- w. Choose, engage and employ persons with prior approval of this Court in the Receiver's discretion to assist in carrying out the duties and responsibilities hereunder, including, but not limited to, private security firms, accountants, attorneys, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers. The Receiver and the Receiver's professionals shall be entitled to fix and pay from the assets now held by the Receivership Defendants or ultimately secured by the Receiver, reasonable compensation and reasonable expenses commensurate with their respective duties and obligations under the circumstances, as well as all reasonable expenses of taking possession of the assets and business of the Receivership Defendants, subject to approval by this Court. Any professionals previously approved by this Court to provide the Corporate Monitor with services shall be automatically engaged to continue to provide the Receiver with said services without the need for the filing of new applications to retain said

professionals, namely Berger Singerman, LLP, Development Specialists, Inc., and e-Forensics, Inc.;

- x. Issue subpoenas to obtain documents or to compel testimony of persons pertaining to the receivership and to conduct discovery in this action on behalf of the Receivership Estates. The Receiver is authorized to take expedited discovery from parties and nonparties. Parties shall produce documents, answer interrogatories and/or answer requests for admissions within three (3) calendar days of service of the Receiver's discovery requests. Parties shall sit for deposition within five (5) calendar days of the Receiver's notice. The Receiver is authorized to serve subpoenas on nonparties through electronic means (including electronic mail and/or facsimile transmission), U.S. Mail, Federal Express, other commercial overnight service, or personal service to expedite the requested discovery. Documents from nonparties shall be produced to the Receiver within three (3) calendar days of service of the subpoena. Nonparties shall sit for deposition within five (5) calendar days of the Receiver's notice;
- y. Open one or more bank account(s) or any other type of account as designated depositories for funds of any of the Receivership Defendants or the Receivership Estates. The Receiver shall deposit all funds of any of the Receivership Defendants or the Receivership Estates in such designated accounts and shall make all payments and disbursements from the Receivership Estates from such accounts. To the extent there are existing bank account(s) in the Corporate Monitor's name in connection with the Corporate Monitor's administration of the prior corporate monitorship, said bank account(s) shall automatically be retitled in the Receiver's name in connection with the Receiver's administration of the Receivership Estates upon the Receiver providing a copy of this Order to the subject bank(s). The Receiver is authorized to invest receivership funds in U.S. Treasury securities, money market funds or other interest-bearing accounts as appropriate in the Receiver's judgment;
- z. Make payments and disbursements from the Receivership Estates that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order;
- aa. Exclusively control (with sole discretion to waive as set forth in paragraph 62 herein) any and all applicable privileges of the Receivership Defendants including, but not limited to, the attorney/client and accountant/client privileges;
- bb. Other than the existing website established by the Corporate Monitor in connection with his administration of the prior corporate monitorship, which may be continued to be updated and maintained by the Receiver in connection with his administration of the Receivership Estates ("Receiver Website"), close, disable or otherwise shut down any current website of the

Receivership Defendants and redirect any such website to the Receiver Website;

- cc. To apply to this Court for authority to enter contracts consistent with the authority granted by this Order;
- dd. To cooperate with regulatory and other government authorities with regard to any inquiry and to provide access and produce records upon request with or without subpoena;
- ee. All powers and duties granted to the Corporate Monitor (now Receiver) contained in the *Agreed Order Granting Plaintiff's Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief* dated September 14, 2021, which are adopted and incorporated herein in their entirety;
- ff. All powers and duties granted to the Corporate Monitor (now Receiver) contained in the *Agreed Order Granting Corporate Monitor, Daniel J. Stermer's Unopposed Motion to Expand Corporate Monitorship Estate* dated January 6, 2022, which are adopted and incorporated herein in their entirety;
- gg. Advise this Court should it be determined that additional powers are necessary to protect the interests of the Receivership Defendants, the Receivership Estates or for the benefit of their respective creditors under the circumstances; and
- hh. Take such other action as may be approved by this Court.

Access to Information

9. The Receivership Defendants and their respective past and/or present officers, directors, managers, agents, general and limited partners, employees, trustees, attorneys, accountants, and other professionals, as well as those acting in their place, are hereby ordered and directed to preserve and turn over to the Receiver forthwith all paper and electronic information of, and/or relating to, the Receivership Defendants and/or the property of the Receivership Defendants; such information shall include, but not be limited to, books, records, documents, accounts, electronically stored information, passcodes, and all other instruments and papers.

10. Without limiting the generality of the foregoing, (a) any employee, officer, representative, or agent of the Receivership Defendants in possession or control (or otherwise with the ability to access) any information relating to any receivership property, including, without limitation, books, records, documents, accounts, or other instruments, and regardless of the manner in which such information is maintained or stored, shall provide such access to the Receiver, including, without limitation, by providing the Receiver with any pertinent computer passwords and with keys or access codes to any physical location, and (b) this shall include, without limitation, any keys and combination to any locks which must be opened for access to the offices or other locations (including any storage units) of any of the Receivership Defendants or which are otherwise needed to obtain access to any deposit box, safe, or other place for the safekeeping of records, money, or other property consisting of or otherwise relating to any property of the Receivership Defendants.

11. The Receivership Defendants and their past and/or present officers, directors, agents, attorneys, managers, shareholders, employees, accountants, debtors, creditors, managers and general and limited partners (if any), and other appropriate persons or entities shall answer under oath all questions which the Receiver may put to them and produce all documents as required by the Receiver regarding the business of the Receivership Defendants, or any other matter relevant to the operation or administration of the receivership or the collection of funds due to the Receivership Defendants. This requirement does not impinge on any natural person's right to assert applicable privileges and nothing in this requirement shall be construed to require that any natural person abandon or waive any constitutional or legal privilege which they may have available to them.

12. The Receivership Defendants are required to assist the Receiver in fulfilling the

Receiver's obligations and duties.

Access to Books, Records and Accounts

13. The Receiver is authorized to take immediate possession of any and all assets, accounts, including financial accounts, books and records, electronically stored information, passcodes, and all other documents or instruments relating to the Receivership Defendants or the Receivership Estates. Marshal Seeman and Brian J. Schwartz (“the Individual Defendants”), upon reasonable request and good cause being shown to the Receiver, and as deemed reasonable and appropriate by the Receiver, shall be entitled, to: inspect and copy existing records obtained by and in the possession or control of the Receiver, subject to any applicable privilege or protective order, upon payment of reasonable research and copying costs and subject to other reasonable conditions imposed by the Receiver to assure custody and control of the existing documents.. The Individual Defendants may apply to the Court, upon a showing of good cause, for an Order directing the Receiver to provide periodic or special reports of the operations of the Receiver.

14. The Receivership Defendants, as well as their agents, servants, employees, attorneys, any persons acting for or on behalf of the Receivership Defendants, and any persons receiving notice of this Order by personal service, facsimile transmission or other electronic transmission (including via electronic mail) or otherwise, having possession of the property, business, books, records, accounts, electronically stored information, passcodes, or assets of the Receivership Defendants are hereby directed to deliver the same to the Receiver, the Receiver's agents, the Receiver's attorneys and/or the Receiver's employees.

15. All banks, cryptocurrency exchanges, clearing firms, brokerage firms, financial institutions, and other persons or entities which have possession, custody or control of any assets, equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, funds or

accounts held by, in the name of, or for the benefit of, directly or indirectly, the Receivership Defendants or the Receivership Estates that receive actual notice of this Order by personal service, facsimile transmission or other electronic transmission (including via electronic mail) or otherwise shall:

- a. Not liquidate, transfer, sell, convey or otherwise transfer any assets, equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, securities, funds and/or accounts in the name of, or for the benefit of, the Receivership Defendants, or for the benefit of their respective creditors, except upon instructions from the Receiver;
- b. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any assets, equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, securities, funds, and/or accounts to the Receiver's control without the permission of this Court; and
- c. Cooperate expeditiously in providing information and assets, equipment, inventory, or financing relating to the foregoing, and/or other assets of the Receivership Defendants (including, but not limited to the foregoing assets, monies, cryptocurrencies, funds, and/or accounts) to the Receiver or at the direction of the Receiver.

Access to Personal Property

16. The Receiver is authorized to take immediate possession of all personal property of the Receivership Defendants, wherever located, including, but not limited to, electronically stored information, passcodes, computers, laptops, hard drives, external storage drives, and any other such memory, media or electronic storage devices, books, papers, data processing records, evidence of indebtedness, bank records and accounts, cryptocurrency exchange records and accounts, clearing firm records and accounts, savings records and accounts, brokerage records and accounts, equipment, inventory, or financing relating to the foregoing, cryptocurrencies, certificates of deposit, stocks, bonds, debentures, investments, contracts, mortgages, furniture,

office supplies and equipment. All records of the Receivership Defendants and any other entities constituting the Receivership Estates shall be made available to the Receiver.

17. The Receiver is authorized to open all mail – including electronic mail – directed to or received by or at the offices or post office boxes of any of the Receivership Defendants and of other entities constituting the Receivership Estates, and to inspect all mail opened prior to the entry of this Order, to determine whether items or information therein fall within the mandates of this Order.

Delivery to the Receiver

18. Immediately upon service of this Order upon them, the Receivership Defendants and any other person or entity served with a copy of this Order shall, immediately or within such time as permitted by the Receiver in writing, deliver over to the Receiver:

- a. Possession and custody of all assets, equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, funds and/or accounts belonging to the Receivership Defendants or their respective creditors;
- b. Possession and custody of documents of the Receivership Defendants, including, but not limited to, all books and records of accounts, all financial and accounting records, balance sheets, income statements, bank records (including monthly statements, canceled checks, records of wire transfers, and check registers), investor lists, loan documents, title documents, electronically stored information, and other papers;
- c. All keys, computer passwords, entry codes, PIN numbers and combinations to locks necessary to gain or to secure access to any of the assets, equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, funds, accounts and/or documents of the Receivership Defendants, including, but not limited to, access to business premises, means of communication, accounts, computer systems, websites, or other property; and
- d. Information identifying the accounts, employees, properties or other assets or obligations of the Receivership Defendants.

Cooperation with the Receiver

19. The Receivership Defendants and each of their respective current and former officers, directors, managers, employees, partners, representatives, and all other persons or entities served with a copy of this Order, shall cooperate fully with and assist the Receiver in the performance of the Receiver's duties. This cooperation and assistance shall include, but not be limited to, providing any information to the Receiver that the Receiver deems necessary to exercising the authority and discharging the responsibilities of the Receiver under this Order; and advising all persons who owe money to the Receivership Defendants that all debts should be paid directly to the Receiver. This requirement does not impinge on any natural person's right to assert applicable privileges and nothing in this requirement shall be construed to require that any natural person abandon or waive any constitutional or legal privilege which they may have available to them.

20. Any officers, managers or directors of the Receivership Defendants will be available to assist and advise the Receiver, but will not exercise their traditional functions or assume their traditional duties during the period that the Receiver is appointed.

21. Nothing in this Order shall be read to bar Mr. Scott Orth, Esq. from continuing to serve as counsel for Defendant Marshal Seeman in this or other matters. Similarly, nothing in this Order shall be read to bar Mr. Jeffrey Sloman, Esq. from continuing to serve as counsel for Defendant Brian J. Schwartz in this or other matters.

Accounting Information

22. The Individual Defendants shall, to the extent not previously provided to the Corporate Monitor, identify, submit in writing to the Receiver, and provide as detailed below,

within ninety (90) calendar days of this Order, the following accounting information for the period of January 1, 2015, to the date of submission, which will:

- A. Identify all banks, brokerage, financial and cryptocurrency institutions, including account numbers and passcodes/login information, which hold or have held life settlement insurance policies, monies, cryptocurrencies, funds, commodity interests, assets, liabilities, and other property currently and previously owned or controlled (legally, equitably or otherwise) directly or indirectly by the Receivership Defendants, whether individually or jointly;
- B. Identify all life settlement insurance policies, monies, funds, cryptocurrencies, commodity interests, real estate, assets, liabilities, and other property currently or previously owned or controlled (legally, equitably or otherwise) directly or indirectly by the Receivership Defendants, whether individually or jointly;
- C. Identify all life settlement insurance policies, monies, cryptocurrencies, funds, commodity interests, real estate, assets, liabilities, and other property received directly or indirectly by the Receivership Defendants, describing the source, amount, disposition, and current location of each listed item;
- D. Identify all life settlement insurance policies, monies, cryptocurrencies, funds, commodity interests, real estate, assets, liabilities, and other property transferred or otherwise disposed of directly or indirectly by the Receivership Defendants, describing the source, amount, disposition, and current location of each listed item, including accounts or assets of the Receivership Defendants held by any bank, cryptocurrency exchange, clearing firm, brokerage firm or other financial institution located inside and/or outside the territorial United States;
- E. Identify all investors of the Receivership Defendants, including name, address, telephone number and email, account number, deposit and withdrawal dates and amounts, and amounts owed to them by the Receivership Defendants;
- F. Identify the name and last known address of each bailee, debtor or other natural person or corporate entity currently holding any life settlement insurance policies, monies, cryptocurrencies, funds, commodity interests, real estate, assets, liabilities, and other property owned or controlled (legally, equitably or otherwise) by the Receivership Defendants, whether individually or jointly;
- G. Identify all salaries, wages, bonuses, loans, distributions, or remunerations for services provided, in any form and in any amount paid directly or indirectly to each of the Individual Defendants, by, for or on behalf of each Receivership Defendant, to include date, amount, and payor; and,

- H. Identify all expense reimbursements and other transfers of assets of any kind greater in value than \$10,000.00, including, but not limited to, each transfer of a life settlement policy or interest in a life settlement policy or structured settlement, whether received or transferred, paid directly or indirectly to each of the Individual Defendants, by, for or on behalf of each Receivership Defendant, to include date, description of asset, asset value, reason for transfer, and transferor.

Repatriation of Foreign Assets and Documents

23. The Receivership Defendants and their past and/or present officers, directors, member managers, shareholders, employees, affiliates, agents, servants, attorneys, and custodians as well as those acting in their place, are hereby ordered and directed to immediately preserve, to immediately transfer within the State of Florida, and to immediately turn over to the Receiver all property, including, but not limited to, all assets, documents, electronic information in any form, related to, or held directly or indirectly, of the Receivership Defendants held outside the territorial United States.

24. The Individual Defendants shall provide to the Receiver, to the extent not previously provided to the Corporate Monitor, an accounting of the Receivership Defendants' property transferred in or out of the territorial limits of the United States, for the period of January 1, 2015, to present. The accounting shall submit the accounting to the Receiver within ten (10) calendar days of this Order.

Notice to Third Parties

25. The Receiver shall promptly give notice of the Receiver's appointment as the Receiver deems necessary or advisable to effectuate the operation of the receivership.

26. All persons and entities owing any obligation, debt, or distribution to the Receivership Defendants or the Receivership Estates shall, until further ordered by this Court, pay all such obligations in accordance with the terms thereof to the Receiver, and the Receiver's receipt

for such payments shall have the same force and effect as if the Receivership Defendants had received such payment.

27. The Receiver is authorized to instruct the United States Postmaster to hold and/or reroute mail which is related, directly or indirectly, to the business, operations or activities of the Receivership Defendants (collectively, the “Receiver’s Mail”), including all mail addressed to, or for the benefit of, the Receivership Defendants. None of the Receivership Defendants or any of their employees or agents shall open any of the Receiver’s Mail and shall immediately turn over such Receiver’s Mail, regardless of when received, to the Receiver. All personal mail of any individual, and/or any mail appearing to contain privileged information, and/or any mail not falling within the mandate of the Receiver, shall be released to the named addressee by the Receiver. The foregoing instructions shall apply to any proprietor, whether individual or entity, of any private mailbox, depository, business or service, or mail courier or delivery service, hired, rented or used by any of the Receivership Defendants. The Receivership Defendants, and their respective current and former, officers, directors, managers, employees, partners, representatives, and agents, shall not open a new mailbox, or take any steps or make any arrangements to receive mail in contravention of this Order, whether through the U.S. Mail, a private mail depository or a courier service.

28. The Receiver is authorized to instruct the website hosting company and ISP of any of the Receivership Defendants to hold and/or reroute any and all electronic mail which is related, directly or indirectly, to the business, operations or activities of the Receivership Defendants (the “Receiver’s Electronic Mail”), including all electronic mail addressed to, or for the benefit of, the Receivership Defendants or any of such Receivership Defendants’ current or former officers, directors, managers, agents, partners, representatives, or employees in their capacity as such for

the Receivership Defendants. The website hosting company and ISP shall not comply with, and shall immediately report to the Receiver, any change of Internet or e-mail address or other instruction given by anyone other than the Receiver concerning the Receiver's Electronic Mail. The Receivership Defendants shall not open any of the Receiver's Electronic Mail and shall immediately turn over such electronic mail, regardless of when received, to the Receiver. All personal electronic mail of any individual, and/or any electronic mail appearing to contain privileged information, and/or any electronic mail not falling within the mandate of the Receiver, shall be released to the named addressee by the Receiver. The foregoing instructions shall apply to any proprietor, whether individual or entity, of any private electronic mailbox, depository, business or service, or electronic mail service provider hired or used by any of the Receivership Defendants. The Receivership Defendants shall not open a new electronic mailbox, or take any steps or make any arrangements to receive electronic mail in contravention of this Order.

29. The Receiver is authorized to assert, prosecute and/or negotiate any claims for coverage under any insurance policies issued to or for the benefit of any of the Receivership Defendants, or any of their respective officers, directors, managers, employees, partners, representatives, or agents, whether as named insureds, additional insureds, loss payees or otherwise, and to take any and all appropriate steps to secure any and all insurance coverage available under such policies

30. No bank, savings and loan association, or other financial institution, or any other person or entity shall exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets of any of the Receivership Defendants to the Receiver's control without the permission of this Court.

Injunction Against Interference

31. The Receivership Defendants and their respective current and former, officers, directors, managers, employees, partners, representatives, and agents, the Consenting Individual Defendants, and all persons receiving notice of this Order by personal service, electronic mail, facsimile transmission or otherwise, are restrained and enjoined from directly or indirectly taking any action or causing any action to be taken, without the express written agreement of the Receiver, which would:

- a. Interfere with the Receiver's efforts to take control, possession, or management of any property of the Receivership Defendants or of the Receivership Estates; such prohibited actions include, but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any property of the Receivership Defendants or of the Receivership Estates;
- b. Hinder, obstruct or otherwise interfere with the Receiver in the performance of the Receiver's duties; such prohibited actions include, but are not limited to, concealing, destroying or altering records or information;
- c. Dissipate or otherwise diminish the value of any of the property of the Receivership Defendants or of the Receivership Estates; such prohibited actions include, but are not limited to, releasing claims or disposing, transferring, exchanging, assigning or in any way conveying any of the property of the Receivership Defendants or the Receivership Estates, enforcing judgments, assessments or claims against any of the Receivership Defendants or their respective property or of the Receivership Estates, attempting to modify, cancel, terminate, call, extinguish, revoke or accelerate (the due date), of any lease, loan, mortgage, indebtedness, security agreement or other agreement executed by any of the Receivership Defendants or which otherwise affects any of their respective property or the Receivership Estates;
- d. Dissipate, withdraw, transfer, remove, dispose or conceal any cash, cashier's checks, funds, assets or other property of, or within the custody, control or actual or constructive possession of any of the Receivership Defendants or any entities constituting the Receivership Estates, including, but not limited to, all funds, personal property, equipment, inventory, or financing relating to the foregoing, monies, funds, cryptocurrencies, or securities held in the name of any of the Receivership Defendants, jointly

or individually, whether held or maintained in safety deposit boxes, and including all funds on deposit in any bank, cryptocurrency exchange, clearing firm, brokerage firm or other financial institution, futures commission merchant, bank or savings and loan account held by, under the actual or constructive control, or in the name of any of the Receivership Defendants, jointly or individually, funds or property of any of the Receivership Defendants' creditors, wherever located, whether held in the name of any of the Receivership Defendants, jointly or individually, or any other entity owned or controlled by any of the Receivership Defendants, jointly or individually;

- e. Destroy, mutilate, conceal, alter or dispose of, in any manner, any of the books and records, documents, correspondence, brochures, manuals, electronically stored data, tape records or other property of the Receivership Defendants or of any entities constituting the Receivership Estates wherever located, including all such records concerning the Receivership Defendants' business operations and assets; or
- f. Interfere with or harass the Receiver or interfere in any manner with the exclusive jurisdiction of this Court over the Receivership Defendants and the Receivership Estates.

32. The Receivership Defendants, their respective current and former, officers, directors, managers, employees, partners, representatives, and agents, and Consenting Individual Defendants, and all other persons or entities served with a copy of this Order, shall cooperate with the Receiver in the performance of the Receiver's duties.

33. The Receiver shall promptly notify this Court of any failure or apparent failure of any person or entity to comply in any way with the terms of this Order.

34. The injunctive provisions of this Order shall be binding on the Receivership Defendants, the Individual Defendants, and upon any person insofar as he or she is, or previously was, acting in the capacity of officer, director, manager, employee, partner, representative, or agent of any of the Receivership Defendants, and upon any person who receives actual notice of this Order by personal service, electronic mail, facsimile transmission or otherwise, including Federal Express or other commercial overnight service.

Directives to Financial Institutions

35. Pending further Order of this Court, any bank, cryptocurrency exchange, clearing firm, brokerage firm or other financial institution, business entity, or person that holds, controls, or maintains custody of any equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, funds, accounts, commodity interests, real estate, assets, liabilities, electronically stored information, and other property of any kind owned, controlled, managed, or held by, on behalf of, or for the benefit of the Receivership Defendants, their respective creditors or any other entities constituting the Receivership Estates, or has held, controlled, or maintained custody of any equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, funds, accounts, commodity interests, real estate, assets, liabilities, and other property of any kind owned, controlled, managed, or held by, on behalf of, or for the benefit of any of the Receivership Defendants, their respective creditors or any other entities constituting the Receivership Estates at any time since, shall;

- a. Provide to the Receiver, within ten (10) calendar days of receiving a copy of this Order, a statement setting forth: (a) the identification number of each and every such account or asset titled in the name, individually or jointly, of the Receivership Defendants or any other entities constituting the Receivership Estates, or owned, controlled, managed, or held by, on behalf of, or for the benefit of any of the Receivership Defendants, their respective creditors or any other entity within the Receivership Estates; the balance of each such account, or a description of the nature and value of such asset as of the close of business on the day on which this Order is served, and, if the account or other asset has been closed or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other asset was remitted; and the identification of any safe deposit box that is either titled in the name, individually or jointly, of any of the Receivership Defendants or any other entities constituting the Receivership Estates or is otherwise subject to access by each or any Receivership Defendant; and
- b. Upon request by the Receiver, promptly provide the Receiver with copies of all records or other documentation pertaining to such account or asset, including, but not limited to, originals or copies of account applications,

account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debit and credit instructions or slips, currency transactions reports, 1099 forms, and safe deposit box logs;

- c. Prohibit the Receivership Defendants and any person other than the Receiver from withdrawing, removing, assigning, transferring, pledging, encumbering, disbursing, dissipating, converting, selling or otherwise disposing of any assets of the Receivership Defendants or the Receivership Estates except as directed by further Order of this Court;
- d. Deny any person other than the Receiver access to any safe deposit box that is titled in the name of any Receivership Defendant, either individually or jointly or otherwise subject to access by any Receivership Defendant; and
- e. Cooperate with all reasonable requests of the Receiver relating to implementation of this Order, including producing records related to each Receivership Defendant and their respective accounts and business(es).

Consolidation of Litigation

36. Except for the instant action and any police or governmental actions, actions against the Receivership Defendants, other than compulsory counterclaims that may be pleaded in response to claims filed by the Receiver or claims asserted by the Receiver, are stayed until further Order of this Court, including

All past, present and future civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature against: (a) the Receiver, in the Receiver's capacity as such; (b) any of the Receivership Defendants' property or property derived from any of the Receivership Defendants or their respective creditors' funds, wherever located; (c) the Receivership Defendants, including their respective subsidiaries, successors, assigns, and entities owned or controlled by the Receivership Defendants, including any of their past or present officers, directors, member managers, shareholders, employees, affiliates, agents, servants, attorneys, sued for, or in connection with, any action taken by them while acting in such capacity of any nature, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings are hereinafter referred to as "Ancillary Proceedings"). Such matters shall remain stayed during the course of this case, unless it is determined that any such Ancillary Proceedings are wholly independent of the Receivership Case and

entitled to proceed. Any such determination regarding the stay of any Ancillary Proceedings shall be determined by this Court.

37. The parties to any and all Ancillary Proceedings are enjoined from commencing or continuing any such legal proceeding, or from taking any action, in connection with any such proceeding, including, but not limited to, the issuance or employment of process, except in response to proceedings commenced by the Receiver.

38. Except for proceedings commenced by the Receiver ("Supplemental Proceedings"), all Ancillary Proceedings remain stayed in their entirety, and all courts, arbitration tribunals or other fora having any jurisdiction thereof are enjoined from taking or permitting any action until further Order of this Court.

39. All proceedings and/or Supplemental Proceedings commenced by the Receiver shall be filed and/or heard before this Court and/or shall be subject to assignment by the Clerk to this Court.

40. Any and all Supplemental Proceedings commenced by the Receiver shall be brought as follows:

(1) The Florida Rules of Civil Procedure shall apply to Supplemental Proceeding(s), except where inconsistent with the provisions of this order.

(2) The Clerk of the Court shall docket a Supplemental Proceeding under this matter's case number, and a separate Supplemental Proceeding number, and shall assign such supplemental proceeding to this Court's division.

(3) All pleadings and other papers filed in a Supplemental Proceeding shall contain a separate sub-caption and the Supplemental Proceeding number in addition to the caption and the case number applicable to the main case.

41. This litigation stay/injunction against claims against the Receivership Defendants shall cease upon termination of the receivership by Order of this Court, subject to Parties seeking permission from this Court to proceed with any claims against any of the Receivership Defendants.

To be clear, any of the foregoing proceedings to which individual defendants are joined who are not Receivership Defendants shall not be stayed as to those individual defendants.

Prosecution of Claims

42. In accordance with all applicable Florida Statutes, and common law, the Receiver is authorized, empowered and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, settle, and/or adjust actions in any state, federal or foreign court or proceeding of any kind, including the action captioned above, as may in the Receiver's discretion be advisable or proper to recover and/or conserve any receivership property. By this authorization and empowerment, this Court specifically finds and holds that the Receiver is not and shall not be barred from bringing any of the foregoing proceedings or subject to defenses by third-parties due to the doctrine *in pari delicto*.

43. The Receiver may initiate such actions and legal proceedings, for the benefit and on behalf of the Receivership Estates, as the Receiver deems necessary and appropriate.

44. Further, as to any claim or cause of action accrued or accruing in favor of the Receivership Defendants against a third person or party, any applicable statute of limitation is tolled during the period in which this injunction against commencement of legal proceedings is in effect as to that cause of action. For the avoidance of doubt, the period of time from September 14, 2021 through the date of the entry of the Receivership Order should be excluded from the computation of any statute of limitations applicable to a cause of action accrued or accruing in favor of the Receivership Defendants. The timing of the Receiver's knowledge, discovery, or duty to discover facts for purposes of third-party claims would commence upon the entry of the order appointing the Receiver.

45. In accordance with Chapter 517, Florida Statutes, the Receiver is authorized to receive any payment of restitution that may be recovered by the OFR or other government authority, and to distribute such restitution in accordance with the distribution and disbursement plan established by the claim process approved by the Court without further order of the Court. This authority does not preclude the OFR other governmental authority, including any federal or criminal court, from requiring or directing restitution independent of the Receiver.

Bankruptcy Filing

46. During the period of this receivership, all persons, including the Receivership Defendants, creditors, banks or others with actual notice of this Order, are enjoined from filing a petition for relief under the United States Bankruptcy Code on behalf of any of the Receivership Defendants or Receivership Estates without prior permission from this Court, or from in any way disturbing the assets or proceeds of the receivership or from prosecuting any actions or proceedings which involve or which affect the property of the Receivership Defendants or the Receivership Estates. For clarity this does not prevent or preclude the non-corporate defendants from seeking relief under the Bankruptcy Code.

47. The Receiver is fully authorized and empowered to proceed with any bankruptcy filing the Receiver may deem appropriate under the United States Bankruptcy Code as to the Receivership Defendants.

48. If the Receiver places any Receivership Defendant into a bankruptcy proceeding, the Receiver may become, and may be empowered to operate any Receivership Estate as a debtor-in-possession. In such a situation, the Receiver shall have all the powers and duties as provided a debtor-in-possession under the United States Bankruptcy Code to the exclusion of any other person or entity. The Receiver is vested with management authority for any such Receivership Defendant

and may therefore file a Chapter 11 petition and take all actions that a debtor-in-possession is authorized to take under the United States Bankruptcy Code.

Receivership Account

49. Effective immediately upon entry of this Order, the Receiver is authorized to continue to maintain, at a bank or savings and loan association whose deposits are insured by the FDIC, the separate operating accounts or other accounts which the Corporate Monitor established in connection with his administration of the prior corporate monitorship (the “Receivership Account”) and have said accounts retitled in the name of the Receiver on behalf of the Receivership Defendants.

50. The Receiver shall deposit all cash constituting receivership property, including all cash proceeds of receivership property or otherwise received from the OFR and/or pursuant to the Class Action Settlement, into the Receivership Account, from which the Receiver shall have the authority to withdraw funds for the purpose of managing, preserving, protecting and maintaining the Receivership Estates, obtaining and maintaining insurance on the Receivership Estates, and otherwise paying expenses authorized pursuant to the terms of this Order.

No Bond / Liability of Receiver

51. Until further Order of this Court, the Receiver shall not be required to post bond³ or give an undertaking of any type in connection with the Receiver’s fiduciary obligations in this matter.

52. The Receiver and the Receiver’s professionals and agents (including, but not limited to attorneys and financial advisors) acting within the scope of such agency (“Retained Personnel”) are entitled to rely on all outstanding rules of law and Orders of this Court and shall

³ As set forth in Florida Statute §§ 607.1432(2) and 605.0704(2), the Court *may* require the Receiver “to post bond, with or without sureties, in an amount the court directs.”

not be liable to anyone for their own good faith compliance with any order, rule, law, judgment or decree. In no event shall the Receiver or the Retained Personnel be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver or Retained Personnel nor shall the Receiver or Retained Personnel be liable to anyone for any actions taken or omitted by them except upon a finding by this Court that they acted or failed to act as a result of malfeasance, bad faith, good negligence, or in reckless disregard of their duties. Nothing in this provision is intended to provide a defense against liability for any actions taken by the Receivership Defendants and/or Consenting Individual Defendants or their personnel prior to the appointment of the Receiver.

53. This Court shall retain jurisdiction over any action filed against the Receiver or the Retained Personnel based upon acts or omissions committed in their representative capacities.

54. In the event the Receiver decides to resign, the Receiver shall first give written notification to the Court of the Receiver's intention to resign, and the resignation will not be effective until the Court appoints a successor receiver. The Receiver shall then follow such instructions as this Court may provide.

Conflicts of Interest

55. The Receiver has a continuing duty to ensure that there are no conflicts of interest between himself and the Receivership Defendants; however, nothing in this Order shall prevent or prohibit the Receiver from communicating and interacting with the Receivership Defendants' officers, directors, management, and employees towards the goal of recovering, realizing, or increasing the value or extent of assets, claims and collateral for the monitorship.

Fees, Expenses and Accountings

56. The Receiver need not obtain Court approval prior to the disbursement of the funds of the Receivership Defendants for expenses in the ordinary course of the administration and

operation of the Receivership Defendants and the receivership, including filing fees, and costs of litigation, and/or the maintenance of any assets of the Receivership Defendants. Further, prior Court approval is not required for the payments of applicable federal, state or local taxes.

57. The Receiver and all professionals retained by the Receiver are entitled to reasonable compensation and expense reimbursement from the Receivership Estates entitled to priority as administrative expenses. Such compensation shall require prior approval of the Court. The Receiver shall not increase the hourly rate used by the Receiver, namely \$425.00, as the bases for such fee applications without prior approval of this Court.

58. The Receiver and all professionals retained by the Receiver are entitled to compensation deemed to be reasonable and appropriate for their work. The Receiver is authorized to file motions to employ professionals, such as attorneys and/or accountants, whose rates will be disclosed in same. All previously entered Orders of this Court regarding the retention of professionals by the Corporate Monitor now Receiver shall remain in full force and effect and no new retention Order is required.

59. The Receiver and the professionals retained by the Receiver, such as attorneys and/or accountants, shall file periodic fee applications for payment of reasonable fees and reimbursement of actual incurred costs. The fee/cost applications shall be filed at a time that the Receiver deems appropriate in his discretion. The Receiver and the professionals shall include in the fee/cost applications their statements for services for the relevant months of work and shall serve same on counsel for parties in this action. Both the Receiver's and the professionals' statements shall contain itemized time entries with the daily hours spent on receivership matters.

60. The Court recognizes that the Receiver and the Receiver's professionals are entitled to preserve the attorney-client, accountant-client, and/or work product privileges within their time

and billing records, and as such they shall file their respective statements for services for the relevant months of work under seal for the Court's *in camera* review in conjunction with the fee applications.

Service of this Order

61. Copies of this Order may be served by any means, including by way of personal service, Federal Express or other commercial overnight service, electronic mail or facsimile transmission, upon any financial institution or any other entity or any other person that may have possession, custody, or control of any documents or assets of the Receivership Defendants or any other entity within the Receivership Estates or that may be subject to any provision of this Order. The Receiver and his agents are specially appointed to serve process, and/or effectuate service of process, including this Order and all other papers in this cause.

Waiver

62. The Receiver is specifically empowered to and authorized to waive any attorney-client or any other recognized privilege held by the Receivership Defendants as deemed appropriate by the Receiver, in the exercise of his professional business judgment.

Title to Property

63. Title to all property, real or personal, all contracts, rights of action, and all books and records of the Receivership Defendants and the Receivership Estates, wherever located within or without this state, is vested by operation of law in the Receiver.

Recommendations and Reports

64. The Receiver shall prepare and file an initial Receiver Report within forty-five (45) days of the date of this Order in the same format as the Corporate Monitor reports. Thereafter, and every one-hundred and twenty (120) calendar days, the Receiver shall file with this Court and serve on the parties a report summarizing efforts to marshal and collect assets, administer the

receivership estate, and otherwise perform the duties mandated by this Order. The Plaintiff and Consenting Corporate or Individual Defendants may request access to the detailed documentation supporting the Reports, subject to appropriate privilege and confidentiality protections.

Preservation of Rights and Privileges

65. Nothing in this Order shall be construed to require that any natural person or corporate entity abandon or waive any constitutional or legal privilege which they may have available to them.

66. Nothing in this Order shall be construed as an admission by the Receivership Defendants, including but not limited to the Consenting Individual Defendants, to any of the allegations in the Complaint, nor shall in any way preclude the Receivership Defendants from contesting Plaintiff's claims and allegations or raising any defenses and affirmative defenses to the same. Moreover, the Consenting Individual Defendants reserve the right to seek dissolution of the Receiver if Plaintiff's claims against the Individual Consenting Defendants are dismissed or otherwise resolved.

Court Maintains Jurisdiction

67. This Order shall remain in full force and effect during the pendency of this case, or until further Order of this Court, upon application, notice, and an opportunity to be heard, and this Court retains jurisdiction of this matter for all purposes related to this action.

DONE AND ORDERED in Chambers at West Palm Beach, Florida this ____ day of _____, 2023.

BRADLEY HARPER
CIRCUIT COURT JUDGE

Copies to: Counsel of Record and Corporate Monitor