

**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 2019-3, LLC,
PARA LONGEVITY 2019-5, LLC,
PARA LONGEVITY 2019-6, LLC,
PARA LONGEVITY VI, LLC,
SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,
ALTRAI GLOBAL, LLC A/K/A ALTRAI HOLDINGS, LLC,
VALENTINO GLOBAL HOLDINGS, LLC,
AMERITONIAN ENTERPRISES, LLC,
SEEMAN-HOLTZ CONSULTING CORP.,
CENTURION ISG Holdings, LLC,
CENTURION ISG Holdings II, LLC,
CENTURION ISG (Europe) Limited,
CENTURION ISG SERVICES, LLC,
CENTURION ISG FINANCE GROUP, LLC,
CENTURION FUNDING SPV I LLC,
CENTURION FUNDING SPV II LLC,
GRACE HOLDINGS FINANCIAL, LLC,
PRIME SHORT TERM CREDIT INC.,

Defendants.

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

Relief Defendants.

**RECEIVER, DANIEL J. STERMER’S MOTION TO APPROVE SETTLEMENT
AGREEMENT AND MUTUAL GENERAL RELEASE WITH AMERICAN EXPRESS
COMPANY, AMERICAN EXPRESS NATIONAL BANK, AND AMERICAN
EXPRESS TRAVEL RELATED SERVICES COMPANY**

Daniel J. Stermer, as Court-appointed Receiver (the “Receiver”) for the property, assets, and business of the thirty-two (32) corporate entities¹ (the “Receivership Defendants” and, formerly the “Consenting Corporate Defendants”) pursuant to the *Order Appointing Receiver* (the “Receivership Order”) dated May 12, 2023, moves for entry of a proposed order, in the form attached as **Exhibit “A,”** approving that certain *Settlement Agreement and Mutual General Release* attached as **Exhibit “B”** (“Settlement Agreement”) entered into between (i) the Receiver and (ii) American Express Company, American Express National Bank, and American Express Travel Related Services Company (collectively, “American Express” and, together with the Receiver, collectively, the “Parties”). In support of this Motion, the Receiver states as follows:

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, 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

Background

1. On July 12, 2021, the Plaintiff, State of Florida Office of Financial Regulation (“OFR”) filed a *Complaint for Temporary and Permanent Injunction, Appointment of Receiver, Restitution, Civil Penalties, and Other Statutory and Equitable Relief* (the “Complaint”) against twenty-seven of the Consenting Corporate Defendants, certain individuals and other entities, and Relief Defendants, commencing this action.

2. On September 10, 2021, OFR filed a *Consent Motion for Appointment of Corporate Monitor*, seeking, *inter alia*, the appointment of Daniel J. Stermer, as the Corporate Monitor for the property, assets, and businesses of the initial twenty-seven Consenting Corporate Defendants, as well as a temporary injunction against the twenty-seven Consenting Corporate Defendants and two consenting natural-person Defendants, Marshal Seeman and Brian J. Schwartz (the “Consenting Individual Defendants”).

3. 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 initial twenty-seven Consenting Corporate Defendants and their affiliates, subsidiaries, successors and assigns, until further Order of the Court.

4. On January 6, 2022, the Court entered an *Agreed Order Granting Corporate Monitor, Daniel J. Stermer’s Unopposed Motion to Expand Corporate Monitorship Estate*, thereby expanding the scope of the corporate monitorship created in this case to include the following five additional entities as Consenting Corporate Defendants: (a) Para Global 2019, LLC, a Georgia limited liability company; (b) Alloy Assets, LLC, a Florida limited liability company; (c) Seeman Holtz Wealth Management, Inc., a Florida corporation; (d) Agency Acquisition

Funding, LLC, a Delaware limited liability company; and (e) America's Favorite Insurance Services LLC, a Delaware limited liability company.

5. On July 25, 2022, following the investigation and analysis by the Receiver (the then Corporate Monitor), the Receiver made written demand (the "Demand") upon American Express alleging that American Express received monies from one or more of the Consenting Corporate Defendants totaling \$2,327,776.00 (the "Transfers"), during the four year period prior to Mr. Stermer's appointment as Corporate Monitor.

6. As set forth in the Demand, the Receiver takes the position that the Transfers were fraudulent transfers and are, therefore, recoverable by Receiver on behalf of the Consenting Corporate Defendants. American Express presented the Receiver with certain defenses regarding the Transfers.

7. On May 12, 2023, the Court entered an *Order Appointing Receiver* which appointed Daniel J. Stermer as the Receiver of the Receivership Defendants..

8. Pursuant to paragraph 8(q) of the Receivership Order, the Receiver has the authority and power to seek permission and obtain approval from the Court before effectuating any settlement against the Receivership Defendants or before releasing legal claims or causes of action the Receivership Defendants may have against other parties.

9. Accordingly, the Receiver files the instant Motion seeking the Court's approval of the settlement and release of claims as more specifically set forth in the Settlement Agreement and summarized herein.

SUMMARY OF RELIEF REQUESTED

10. By way of this Motion, the Receiver seeks approval of the Settlement Agreement attached hereto as **Exhibit "B"** because, in the exercise of the Receiver's professional business judgment, he submits that it is in the best interest of creditors of this receivership estate, in that it

represents a fair and reasonable compromise of disputes and will result in material liquidity for the benefit of the receivership's creditors, including Noteholders.

11. Specifically, as set forth in the Settlement Agreement, American Express will pay the sum of \$920,000.00 (the "Settlement Amount") to the Receiver in full and complete satisfaction of any and all claims that the Receiver has against American Express. As set forth in the Settlement Agreement, payment of the Settlement Amount by American Express shall be made within thirty (30) days following receipt by American Express' counsel of (a) the fully executed Settlement Agreement, (b) an IRS Form W-9 completed by the Daniel J. Stermer, Receiver (the "Payee"), and (c) the Electronic Deposit Authorization Form ("EDAF") attached as Exhibit A to the Settlement Agreement, completed and signed by the Payee. The Settlement Amount shall be delivered to the Payee by wire transfer following the instructions provided in the EDAF.

12. The Settlement Agreement will also provide for valuable mutual releases between the Parties, as set forth in the Settlement Agreement.

BASES FOR APPROVAL OF THE SETTLEMENT AGREEMENT

13. By way of this Motion, the Receiver respectfully requests that the Court approve the Settlement Agreement attached hereto as **Exhibit "B"** because the Receiver, in the exercise of his professional business judgment, believes that the terms represent a fair and reasonable compromise of the disputes between the Receiver, on behalf of the Receivership Defendants, and American Express, and will benefit creditors of this receivership. While the Receiver believes that the receivership's claims against American Express are meritorious, the probability of success cannot be gauged with certainty at this stage and material risk exists, as American Express has asserted certain defenses in response to the Receiver's Demand.

14. The Receiver undertook a detailed analysis of all payments made to American Express, including payments that were made for legitimate business expenses, personal expenses

and questionable categories. The Receiver and his professionals further analyzed the law related to the voidable nature of these payments and possible defenses that could be asserted by American Express. The Receiver then undertook pre-suit settlement discussions with American Express wherein each side provided further detailed analysis of their respective positions, claims and defenses. After thorough analysis and back-and-forth with American Express, the settlement, as set forth in the Settlement Agreement, was reached.

15. Recognizing the uncertainty of litigation, and that a trial would require significant time, with extensive fees and costs to be incurred in connection with discovery, experts, and trial preparation, the Receiver, in the exercise of his professional business judgment, has negotiated the terms of the Settlement Agreement and believes that the best interests of creditors of this receivership are best served by resolving the disputes pursuant to the terms in the Settlement Agreement, as that resolution will result in immediate and material liquidity for this receivership. Specifically, the Settlement Agreement will allow the Receiver to promptly and efficiently recover \$920,000.00 within five days of an order approving the Settlement Agreement becoming final on appeal.

WHEREFORE, Daniel J. Stermer, as Receiver, respectfully requests entry of the proposed Order attached as **Exhibit “A,”** (i) granting the Motion; (ii) approving the Settlement Agreement attached hereto as **Exhibit “B”**; and (iii) granting such other and additional relief as

the Court deems just and proper.

Dated: August 3, 2023

BERGER SINGERMAN LLP
Counsel for Receiver
525 Okeechobee Boulevard, Suite 1250
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By: /s/ Brian G. Rich

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 3, 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. I further certify that a true and correct copy of the foregoing was served by electronic transmission and first class, U.S. Mail upon all parties on the attached Service List.

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 Sharon.Sutor@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>
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EXHIBIT A

**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,
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PARA LONGEVITY 2014-5, LLC,
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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.

_____/

ORDER GRANTING RECEIVER, DANIEL J. STERMER'S MOTION TO APPROVE SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE WITH AMERICAN EXPRESS COMPANY, AMERICAN EXPRESS NATIONAL BANK, AND AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY

THIS MATTER came before the Court on _____ at _____ a.m. upon the *Receiver, Daniel J. Stermer's Motion to Approve Settlement Agreement and Mutual General Release With American Express Company, American Express National Bank, and American Express Travel Related Services Company* (the "Motion") filed by the Court-appointed Receiver, Daniel J. Stermer ("Receiver"). The Motion seeks approval of a *Settlement Agreement and Mutual General Release* (the "Settlement Agreement"), a copy of which is attached to the Motion as Exhibit "B", between the Receiver and American Express Company, American Express National Bank, and American Express Travel Related Services Company (collectively, "American Express" and, together with the Receiver, collectively, the "Parties"). The Court, having considered the Motion and the Settlement Agreement, having reviewed the Court file, having heard argument of counsel and being otherwise fully advised in the premises, it is hereupon,

ORDERED and ADJUDGED that:

1. The Motion is **GRANTED**.
2. The Settlement Agreement between the Receiver and American Express, attached to the Motion as Exhibit "B" is **APPROVED** in its entirety.
3. The Parties are directed to comply with the terms and conditions of the Settlement Agreement, and the Court retains jurisdiction to enforce the terms thereof.

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

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EXHIBIT B

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This settlement agreement and mutual general release (the “Agreement”) is entered into as of July 28, 2023, by and among: (i) Daniel J. Stermer, not individually but solely as Receiver (the “Receiver” or “Corporate Monitor”)¹ for National Senior Insurance, Inc. d/b/a Seeman Holtz and certain other related corporate entities (collectively, the “Consenting Corporate Defendants”)², and (ii) American Express Company, American Express National Bank and American Express Travel Related Services Company, Inc. (collectively, “American Express”). The Receiver and American Express are each a “Party”, and together the “Parties.”

WHEREAS, on July 12, 2021, the State of Florida Office of Financial Regulation (“OFR”) filed a *Complaint for Temporary and Permanent Injunction, Appointment of Receiver, Restitution, Civil Penalties, and Other Statutory and Equitable Relief* (the “Complaint”) against twenty-seven of the Consenting Corporate Defendants, certain individuals and other entities, and Relief Defendants, in the Circuit Court in and for Palm Beach County, Florida, Case No. 2021-CA-008718-XXXX-MB (the “OFR Action”). The Complaint seeks entry of a judgment to restrain acts and practices of the Defendants, including the initial twenty-seven 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 initial twenty-seven 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.

WHEREAS, on September 10, 2021, OFR filed a *Consent Motion for Appointment of Corporate Monitor* (the “Consent Motion”), seeking, *inter alia*, the appointment of Daniel J. Stermer, as the Corporate Monitor for the property, assets, and businesses of the initial twenty-seven Consenting Corporate Defendants, as well as a temporary injunction against the twenty-seven Consenting Corporate Defendants and two consenting natural-person Defendants, Marshal Seeman and Brian J. Schwartz (the “Consenting Individual Defendants”).

WHEREAS, 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

¹ Prior to his appointment as the Receiver, Daniel J. Stermer served as the Corporate Monitor for the Consenting Corporate Defendants.

² 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, 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.

as the Corporate Monitor for the initial twenty-seven Consenting Corporate Defendants and their affiliates, subsidiaries, successors, and assigns, until further Order of the Court.

WHEREAS, on January 6, 2022, the Court entered an *Agreed Order Granting Corporate Monitor, Daniel J. Stermer's Unopposed Motion to Expand Corporate Monitorship Estate*, to include five (5) additional corporate entities as Consenting Corporate Defendants.

WHEREAS, Daniel J. Stermer, in his former capacity as Corporate Monitor and now Receiver, is responsible for marshaling all assets of the Consenting Corporate Defendants, including pursuing claims against individuals or entities that owe the Consenting Corporate Defendants money.

WHEREAS, on July 25, 2022, following the investigation and analysis by the Corporate Monitor, the Corporate Monitor made written demand (the "Demand") upon American Express alleging that American Express received monies from one or more of the Consenting Corporate Defendants totaling \$2,327,776.00 (the "Transfers"), during the four year period prior to Daniel J. Stermer's appointment as Corporate Monitor.

WHEREAS, as set forth in the Demand, the Corporate Monitor takes the position that the Transfers were fraudulent transfers and are, therefore, recoverable by Daniel J. Stermer, as Corporate Monitor, on behalf of the Consenting Corporate Defendants.

WHEREAS, American Express presented the Receiver with certain factual and legal defenses regarding the Transfers and denied any liability on the Corporate Monitor's asserted claims.

WHEREAS, on May 12, 2023, the Court entered an *Order Appointing Receiver* which appointed Daniel J. Stermer as the Receiver of the Consenting Corporate Defendants.

WHEREAS, the Parties wish to settle all potential claims, upon the terms contained in this Agreement.

WHEREAS, the Parties have agreed to settle all the Receivership estate's known and unknown claims against American Express for a lump sum payment of \$920,000.00.

WHEREAS, in the interest of avoiding further costly and time-consuming litigation, and without any admissions or concessions as to their respective positions, the Parties have agreed to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. The Parties agree that the above recitations are true and correct.



2. American Express shall deliver **\$920,000.00** (the "Settlement Amount") to "Daniel J. Stermer, Receiver" (the "Payee") within thirty (30) days following receipt by American Express' counsel of (a) the fully-executed Agreement, (b) an IRS Form W-9 completed by the Payee, and (c) the Electronic Deposit Authorization Form ("EDAF") attached as Exhibit A hereto, completed and signed by the Payee. The Settlement Payment shall be delivered to the Payee by wire transfer following the instructions provided in the EDAF.

3. The terms of the settlement contained herein are subject to Court approval. The Receiver agrees to promptly file a Motion for Compromise of Controversy to obtain such Court approval. Should the Court deny approval of the terms of settlement contained within this Agreement, this Agreement shall be null and void. The Receiver shall return the Settlement Amount, if already remitted, to American Express within seven (7) days of Court's Order denying the Motion to Compromise Controversy (the "Termination Date").

4. In consideration of the promises contained in this Agreement, and except for the rights and obligations contained in or arising out of this Agreement, effective upon payment of the Settlement Amount by American Express, American Express hereby forever releases and discharges the Consenting Corporate Defendants, the Receiver in his capacity as such, the Receivership Estate, and each of the Receiver's attorneys, accountants, employees, agents and assigns (collectively, the "Receiver Released Parties") in their capacities as such, from any and all claims related to the Consenting Corporate Defendants, it being the intent of this Agreement that the Settlement Amount fully and finally discharges all liabilities between American Express and the Consenting Corporate Defendants; provided, however, that the releases granted by American Express in this Agreement do not extend or apply to any contractual obligations (including the obligation to pay charges on credit or charge cards) of any entity or individual other than the Consenting Corporate Defendants, and nothing in this Agreement shall be deemed a release of American Express' rights to recover from any third party for his, her or its liability on any other accounts other than as specifically defined in this Agreement.

5. In consideration of the promises contained in this Agreement, and except for the rights and obligations contained in or arising out of this Agreement, effective upon the Receiver's receipt of the Settlement Amount from American Express, the Receiver Released Parties hereby release and forever discharge American Express, and its directors, officers, employees, members, agents, parents, affiliates, subsidiaries, other related entities, successors and assigns, from any and all further known or unknown liability relating to the Consenting Corporate Defendants the Receivership estate or the Transfers.

6. The Parties believe that this Agreement is in the best interests of the Receivership estate, the Consenting Corporate Defendants, and American Express.

7. The Parties shall cooperate in the consummation of the settlement and in the preparation and execution of any and all documents necessary to carry out the intent and purpose of this Agreement.

8. American Express agrees to waive any and all claims of any nature and priority previously filed or scheduled, and any rights to file any claim against the Consenting Corporate



Defendants of any nature and priority for the Transfers or otherwise against the Consenting Corporate Defendants.

9. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors, successors-in-interest, and assigns.

10. This Agreement shall not be construed against either Party as an admission of liability or concession of any matters, except as to those specific agreements contained herein.

11. This Agreement shall be construed and governed by the laws of the State of Florida.

12. This Agreement constitutes the entire agreement by and between American Express and the Receiver/Corporate Monitor with respect to all issues raised, or that could have been raised, regarding the Transfers to American Express and claims, if any, of American Express against the Consenting Corporate Defendants.

13. The Parties hereby acknowledge that there are no communications or oral understandings contrary to or different from this Agreement.

14. The Parties shall request that the Court retain jurisdiction to enforce and construe the provisions of this Agreement. The Parties consent to the Court's exercise of personal and subject matter jurisdiction to adjudicate any disputes that might arise under this Agreement.

15. The Parties acknowledge that they have been represented by counsel of their own choice in the negotiations leading up to the execution of this Agreement and that they have read this Agreement and have had the opportunity to receive an explanation from legal counsel regarding the legal nature and effect hereof.

16. Each Party shall bear its own attorneys' fees and costs incurred in connection with the negotiation and documentation of this Agreement. In the event any litigation is necessary to enforce any term or performance of this Agreement, the prevailing Party in any such dispute shall be entitled to recover his reasonable attorneys' fees and costs from the other.

17. The Agreement may be executed in one or more counterparts, each counterpart to be considered an original portion of this Agreement and all of which shall constitute a singular instrument.

18. Each of the Parties to this Agreement represents and warrants that it is duly authorized to execute and enter into this Agreement and that the person through whom each Party executes this Agreement is fully and duly empowered and authorized to execute it on the respective Party's behalf.

[Signatures appear on following page]



Dated: _____, 2023

Dated: 7/28/23, 2023

AMERICAN EXPRESS

By: _____

Its: _____



DANIEL J. STERMER, as Receiver for the
Consenting Corporate Defendants

RP

Dated: August 3, 2023

Dated: _____, 2023

AMERICAN EXPRESS

DocuSigned by:

0128F49227F1480...

By: Jamal Epps

Its: EVP, CFO of Global Consumer Services

DANIEL J. STERMER, as Receiver for the
Consenting Corporate Defendants



ELECTRONIC DEPOSIT AUTHORIZATION FORM

Name: National Senior Insurance, Inc. c/o Daniel J. Stermer

Address: 500 West Cypress Creek Road, Suite 400

City: Fort Lauderdale State / Country: FL Zip / Postal Code: 33309

Contact Person: Taylor Caruso Phone #: (312) 263-4141

Title / Position: Accountant

E-mail Address: tcaruso@dsiconsulting.com

Fax#: () _____ Tax ID # / SS # [REDACTED]

Receiving Bank / Account Details:

Account Name: National Senior Insurance Inc c/o Daniel J. Stermer

Financial Institution: First Horizon Bank

Financial Institution Address: 165 Madison Ave.

City: Memphis State / Country: TN Zip / Postal Code: 38103

*Account #: [REDACTED] *SORT CODE: _____

*ABA Routing Number (U. S. only): 084000026 *BSB (Australia only): _____

*SWIFT CODE: _____ *IBAN: _____

***Please verify the above account and routing numbers with your Financial Institution to ensure accuracy.**

AUTHORIZATION: Daniel Stermer
(Authorized signature only) NAME (PLEASE PRINT)

[Handwritten Signature]
SIGNATURE

Receiver
TITLE

DATE

EXHIBIT "A"