

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

DANIEL J. STERMER, as Receiver for NATIONAL SENIOR INSURANCE, INC. D/B/A SEEMAN HOLTZ, CENTURION INSURANCE SERVICES GROUP, LLC, EMERALD ASSETS 2018, LLC, INTEGRITY ASSETS 2016, LLC, INTEGRITY 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,

CASE NO. _____

Plaintiff,

v.

DANIEL TEPPER,

Defendant.

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,
INTEGRITY 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 2018-5, LLC,
PARA LONGEVITY 2019-3, LLC,
PARA LONGEVITY 2019-5, LLC,
PARA LONGEVITY 2019-6, LLC,
PARA LONGEVITY VI, LLC,
SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,
ALTRAI GLOBAL, LLC A/K/A ALTRAI HOLDINGS, LLC,
VALENTINO GLOBAL HOLDINGS, LLC,
AMERITONIAN ENTERPRISES, LLC,
SEEMAN-HOLTZ CONSULTING CORP.,
CENTURION ISG Holdings, LLC,
CENTURION ISG Holdings II, LLC,
CENTURION ISG (Europe) Limited,
CENTURION ISG SERVICES, LLC,
CENTURION ISG FINANCE GROUP, LLC,
CENTURION FUNDING SPV I LLC,
CENTURION FUNDING SPV II LLC,
GRACE HOLDINGS FINANCIAL, LLC,
PRIME SHORT TERM CREDIT INC.,

Defendants.

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

Relief Defendants.

COMPLAINT

Receiver Daniel J. Stermer, solely in his capacity as the duly appointed Court-appointed Receiver ("Receiver") for NATIONAL SENIOR INSURANCE, INC. D/B/A SEEMAN HOLTZ,

a Florida corporation, CENTURION INSURANCE SERVICES GROUP, LLC, an Ohio limited liability company, EMERALD ASSETS 2018, LLC, a Georgia limited liability company, INTEGRITY ASSETS 2016, LLC, a Georgia limited liability company, INTEGRITY ASSETS, LLC, a Georgia limited liability company, PARA LONGEVITY 2014-5, LLC, a Georgia limited liability company, PARA LONGEVITY 2015-3, LLC, a Georgia limited liability company, PARA LONGEVITY 2015-5, LLC, a Georgia limited liability company, PARA LONGEVITY 2016-3, LLC, a Georgia limited liability company, PARA LONGEVITY 2016-5, LLC, a Georgia limited liability company, PARA LONGEVITY 2018-3, LLC, a Georgia limited liability company, PARA LONGEVITY 2018-5, LLC, a Georgia limited liability company, PARA LONGEVITY 2019-3, LLC, a Georgia limited liability company, PARA LONGEVITY 2019-5, LLC, a Georgia limited liability company, PARA LONGEVITY 2019-6, LLC, a Georgia limited liability company, PARA LONGEVITY VI, LLC, a Georgia limited liability company, SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC, a Georgia limited liability company, VALENTINO GLOBAL HOLDINGS, LLC, a Delaware limited liability company, AMERITONIAN ENTERPRISES, LLC, an Ohio limited liability company, SEEMAN-HOLTZ CONSULTING CORP., a Florida corporation, CENTURION ISG Holdings, LLC, a Delaware limited liability company, CENTURION ISG Holdings II, LLC, a Delaware limited liability company, CENTURION ISG (Europe) Limited, a foreign entity, CENTURION ISG SERVICES, LLC, a Florida limited liability company, CENTURION ISG FINANCE GROUP, LLC, a Delaware limited liability company, CENTURION FUNDING SPV I LLC, a Delaware limited liability company, CENTURION FUNDING SPV II LLC, a Delaware limited liability company, PARA GLOBAL 2019, LLC, a Georgia limited liability company, ALLOY ASSETS, LLC, a Florida limited liability company, SEEMAN HOLTZ WEALTH MANAGEMENT, INC., a Florida corporation, AGENCY

ACQUISITION FUNDING, LLC, a Delaware limited liability company, and AMERICA'S FAVORITE INSURANCE SERVICES LLC, a Delaware limited liability company (collectively, the "Consenting Corporate Defendants" or "Receivership Entities"), sues Daniel Tepper ("Defendant"), pursuant to paragraph 8(s), 42, 43, and 44 of the *Order Appointing Receiver* dated May 12, 2023 ("Receivership Order") and alleges as follows:

I. JURISDICTION, PARTIES AND VENUE

1. This Complaint seeks damages against the Defendant for fraudulent transfers and unjust enrichment resulting from the improper payments by one or more of the Receivership Entities to Defendant.

2. This Court has subject matter jurisdiction over this action because the amount in controversy exceeds \$50,000, exclusive of attorney's fees and costs. Fla. Constitution, Article V, sections 1 and 5 and Section 26.012, Florida Statutes

3. The Receivership Entities were businesses registered to do business in the State of Florida, Delaware, Georgia and Ohio. The Receiver is authorized to bring this action on behalf of the Receivership Entities pursuant to the Receivership Order, particularly at paragraphs 8(s), 42, 43, and 44.

4. Defendant is an individual who is a resident of Long Beach, Los Angeles County, California, is over the age of 21, and is *sui juris*.

5. Venue is proper in this Court because the acts and omissions at issue took place within Palm Beach County in the State of Florida and the filing of this complaint is authorized by the Receivership Order, which relates to proceedings currently pending before this Court in Palm Beach County, Florida; namely, *State of Florida Office of Financial Regulation v. National Senior Insurance, Inc. et al.*, Case No. 502021CA008718-XXXX-MB (the "OFR Case").

6. On September 5, 2023, the Court entered an *Order Establishing Procedures Governing Recovery Actions to Be Commenced by the Receiver* (the "Procedures Order") attached hereto as Exhibit "A", establishing certain procedures governing the actions filed by the Receiver, including the assignment of this supplemental proceeding to Judge Bradley Harper, Circuit Court Judge, presiding over the OFR Case and requiring mandatory mediation to be completed within 90 days after a complaint is filed.

II. BACKGROUND REGARDING THE RECEIVERSHIP

A. The OFR Complaint

7. 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 "OFR Complaint") against thirty corporate defendants, two individual defendants and three relief defendants as set forth in the above case caption, seeking to restrain acts and practices of said defendants in violation of various provisions of Chapter 517, Florida Statutes, including sections 517.301, 517.12 and 517.07, and "halt the securities fraud scheme and common enterprise operated and controlled by Marshal Seeman ("Seeman") and Seeman's deceased business partner, Eric Charles Holtz ("Holtz")."

8. The OFR Complaint alleges that Seeman and Holtz were assisted in the scheme and enterprise (the "SH Enterprise") by Brian J. Schwartz ("Schwartz"), who allegedly acted as the SH Enterprise's untitled chief financial officer. The OFR Complaint further alleges that as part of the SH Enterprise, Seeman, Holtz and Schwartz ("SH&S") created and operated a myriad of corporate entities; that the SH Enterprise raised more than \$400 Million in capital since 2011 through the sale of unregistered securities in the form of purportedly secured promissory notes, which were purportedly secured by viaticated life settlement policies and other insurance-related

assets; that investors were misled regarding the SH Enterprise's profitability, the existence of sufficient life settlements and other assets securing their investments and the perfection of security interests in those assets; and that the SH Enterprise was a "Ponzi-like scheme" in which new investor monies were commingled within the common enterprise and used to repay prior investors in the ongoing scheme, thereby providing the appearance of profitability.

B. The Initial Monitorship and Subsequent Receivership

9. 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, and businesses of the initial Consenting Corporate Defendants, as well as a temporary injunction against the Consenting Corporate Defendants and Seeman and Schwartz.

10. 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 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 (such proceeding, the "Corporate Monitorship").

11. The Court expanded the scope of the Corporate Monitorship to include five (5) additional corporate entities as Consenting Corporate Defendants by way of an agreed order dated January 6, 2022 (together with the September 14, 2021 Order, the "Appointment Orders").

12. On March 23, 2023, the OFR and the Corporate Monitor filed their *Joint Motion To Appoint Receiver* (the "Joint Motion") which, in pertinent part, provided for the appointment of Daniel J. Stermer as the Receiver of the Receivership Entities (i.e., formerly the Consenting Corporate Defendants).

13. The Court entered the Receivership Order (*Order Appointing Receiver*) on May 12, 2023, providing that Daniel J. Stermer serve as Receiver for the Receivership Entities and their respective affiliates, subsidiaries, successors, and assigns (individually, each a “Receivership Estate,” and collectively, the “Receivership Estates”).

14. As regards the Receiver’s authority to pursue the claims set forth in this complaint, the Receivership Order provides in pertinent part:

6. ...The Receiver shall assume and control the operations of the Receivership Defendants and shall pursue and preserve all of their claims.

8. The Receiver shall have the following general powers and duties:

b.; to sue for and collect, recover, receive and take into possession from third parties 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.The Receiver shall have full power to sue for, collect, receive and take possession of all goods, chattels, rights, credits, moneys....

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;

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

Prosecution of Claims

15. In accordance with Chapters 605 and 607, Florida Statutes, including §605.0704, §605.0709, §607.1405 and §607.1432, 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.

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

17. Pursuant to paragraph 44 of the Receivership Order, "the period of time from September 14, 2021, through the date of the entry of the Receivership Order [May 12, 2023] 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 grant of powers and duties set forth in the Receivership Order which authorize the Receiver to commence this action against Defendant on behalf of the Receivership Estates in this Court, is consistent with Sections 605.0704 and 607.1434, Florida Statutes.

III. BACKGROUND REGARDING ADVISORS AND DEFENDANT

18. To further the SH Enterprise, SH&S used affiliated/in-house insurance agent-employees who: (i) were not registered with the OFR, to offer and sell the unregistered promissory notes and, thereby, operated as unregistered securities dealers; and (ii) acted as unregistered investment advisers, holding themselves out through advertisements as wealth managers, as "a leader in pre and post retirement planning," and as a "comprehensive advisory" and by providing services as to the advisability of investing in the promissory note securities (collectively, "Advisors").

19. Compensation to Advisors was purposely mischaracterized as insurance client serving fees to mislead the OFR and other securities regulators.

20. Advisors also engaged in sales of promissory notes to certain investors who were not qualified as accredited investors.

21. For the benefit of the SH Enterprise, Advisors further facilitated the liquidation of other securities and IRA holdings and investors' use of self-directed IRAs to purchase the promissory notes.

22. The promissory note securities which the Advisors touted to investors were not: (i) registered with the OFR; (ii) exempt from registration; or (iii) federal covered securities.

23. Advisors also engaged in the offer and sale of additional unregistered securities in the form of stock; namely, by soliciting existing note investors and others to purchase stock in Prime Short Term Credit Inc ("PSTC"), which stock shares were not registered with the OFR, exempt from registration or federal covered securities.

24. Defendant served as one of the Advisors.

25. The Receiver has reviewed the internal books and records of the Receivership Entities and identified improper transfers from particular Receivership Entities (the "Transferor Receivership Entities") to the Defendant, including, but not limited to the transfers (collectively, the "Transfers") identified on the attached **Exhibit "B"**.

26. The Receiver's review of internal books and records and third-party discovery is still ongoing and the Receiver reserves the right to supplement the Transfers with additional improper transfer(s) that may be discovered in the future.

27. By virtue of the Transfers received by the Defendant, the Receiver has been compelled to engage the services of undersigned counsel and has agreed to pay a reasonable fee for said counsel's services.

28. All conditions precedent to the filing of this action have been satisfied, performed, waived or excused.

COUNT I:
FRAUDULENT TRANSFER UNDER §726.105(1)(a), FLORIDA STATUTES

29. The Receiver repeats and re-alleges the allegations contained in paragraphs 1 through 28 above, as if fully set forth herein.

30. Defendant received the Transfers from the Transferor Receivership Entities in the total amount of \$405,958.00. *See Exhibit B.*

31. The Transfers comprise transfers of interests of the Transferor Receivership Entities' property made to the Defendant with the actual intent to hinder, delay or defraud any creditor of the Transferor Receivership Entities.

32. The actual intent underlying the Transfers is supported by the following facts:

- a. The Transfers were made to an insider;
- b. The Transfers were concealed;
- c. Before the Transfers were made, the Transferor Receivership Entities had been threatened with suit;
- d. The value of the consideration received by the Transferor Receivership Entities was not reasonably equivalent to the value of the Transfers;
- e. The Transferor Receivership Entities were insolvent or became insolvent shortly after the Transfers were made; and
- f. The Transfers occurred shortly before or shortly after a substantial debt was incurred.

33. There is one or more of the Receivership Entities over which the Receiver is appointed which was a then-existing creditor of Transferor Receivership Entities and whose claim arose prior to or after the Transfers with standing to assert a claim for relief under Chapter 726 of the Florida Statutes.

WHEREFORE, Receiver Daniel J. Stermer respectfully requests that this Court enter judgment in his favor on behalf of the Transferor Receivership Entities and against Defendant Daniel Tepper: (a) determining that the Transfers were actually fraudulent and, thereby: (i) avoiding the Transfers pursuant to §726.108(1)(a), Florida Statutes and ordering a monetary award in the amount of the avoided Transfers, together with accrued prejudgment interest, costs and attorney's fees; (ii) attaching the assets associated with the Transfers under §726.108(1)(b), Florida Statutes; or (iii) levying execution on the assets associated with the Transfers pursuant §726.108(2), Florida Statutes; and (b) for such other and further relief this Court deems just and proper.

COUNT II:
FRAUDULENT TRANSFER UNDER §726.105(1)(b), FLORIDA STATUTES

34. The Receiver repeats and re-alleges the allegations contained in paragraphs 1 through 28 above, as if fully set forth herein.

35. Defendant received the Transfers from Transferor Receivership Entities in the total amount of \$405,958.00. *See Exhibit B.*

36. The Transfers comprise transfers of interests of the Transferor Receivership Entities' property made to the Defendant:

- a. for less than reasonably equivalent value in exchange for the Transfers; and
- b. at a time when the Transferor Receivership Entities:
 - i. were engaged or about to engage in a business or transaction for which their remaining assets were unreasonably small in relation to the business or transaction; or
 - ii. intended to incur, or believed or reasonably should have believed that they would incur, debts beyond their ability to pay as they became due.

37. The Transfers were for less than reasonably equivalent value because the Transferor Receivership Entities received no consideration in exchange for the Transfers while they were engaged in a business for which the remaining assets were unreasonably small or because they intended to incur debts beyond their ability to pay as they became due.

38. There is one or more of the Receivership Entities over which the Receiver is appointed which was a then-existing creditor of Transferor Receivership Entities and whose claim arose prior to or after the Transfers with standing to assert a claim for relief under Chapter 726 of the Florida Statutes.

WHEREFORE, Receiver Daniel J. Stermer respectfully requests that this Court enter judgment in his favor on behalf of the Transferor Receivership Entities and against Defendant Daniel Tepper: (a) determining that the Transfers were constructively fraudulent and, thereby: (i) avoiding the Transfers pursuant to §726.108(1)(a), Florida Statutes and ordering a monetary award in the amount of the avoided Transfers, together with accrued prejudgment interest, costs and attorney's fees; (ii) attaching the assets associated with the Transfers under §726.108(1)(b), Florida Statutes; or (iii) levying execution on the assets associated with the Transfers pursuant §726.108(2), Florida Statutes; and (b) for such other and further relief this Court deems just and proper.

COUNT III:
FRAUDULENT TRANSFER UNDER §726.106(1), FLORIDA STATUTES

39. The Receiver repeats and re-alleges the allegations contained in paragraphs 1 through 28 above, as if fully set forth herein.

40. Defendant received the Transfers from Transferor Receivership Entities in the total amount of \$405,958.00. *See Exhibit B.*

41. The Transfers comprise transfers of interests of the Transferor Receivership Entities' property made to the Defendant:

- a. for less than reasonably equivalent value in exchange for the Transfers; and
- b. at a time when the Transferor Receivership Entities were insolvent or became insolvent as a result of the Transfers.

42. The Transfers were for less than reasonably equivalent value because the Transferor Receivership Entities received no consideration in exchange for the Transfers at a time when they were either insolvent or rendered insolvent by the Transfers.

43. There is one or more of the Receivership Entities over which the Receiver is appointed which was a then-existing creditor of Transferor Receivership Entities and whose claim arose prior to the Transfers with standing to assert a claim for relief under Chapter 726 of the Florida Statutes.

WHEREFORE, Receiver Daniel J. Stermer respectfully requests that this Court enter judgment in his favor on behalf of the Transferor Receivership Entities and against Defendant Daniel Tepper: (a) determining that the Transfers were constructively fraudulent and, thereby: (i) avoiding the Transfers pursuant to §726.108(1)(a), Florida Statutes and ordering a monetary award in the amount of the avoided Transfers, together with accrued prejudgment interest, costs and attorney's fees; (ii) attaching the assets associated with the Transfers under §726.108(1)(b), Florida Statutes; or (iii) levying execution on the assets associated with the Transfers pursuant §726.108(2), Florida Statutes; and (b) for such other and further relief this Court deems just and proper.

**COUNT IV:
UNJUST ENRICHMENT**

44. The Receiver repeats and re-alleges the allegations contained in paragraphs 1 through 28 above, as if fully set forth herein.

45. The Transferor Receivership Entities directly conferred a benefit upon Defendant by making the Transfers to Defendant.

46. Defendant has knowledge that a benefit in the form of the Transfers was conferred upon Defendant by the Transferor Receivership Entities.

47. Defendant knowingly received, voluntarily accepted and retained the benefit conferred upon Defendant by the Transferor Receivership Entities.

48. Defendant did not perform services commensurate with or equivalent to the amount of funds transferred to it and, under the circumstances, it would be inequitable for the Defendant to retain the benefits transferred to Defendant by the Transferor Receivership Entities.

WHEREFORE, Receiver Daniel J. Stermer hereby demands judgment in his favor on behalf of the Transferor Receivership Entities and against Defendant Daniel Tepper, for damages, together with interest, costs and attorney's fees, and such other and further relief that this Court deems just and proper.

**COUNT V:
AIDING AND ABETTING BREACH OF FIDUCIARY DUTY**

49. The Receiver repeats and re-alleges the allegations contained in paragraphs 1 through 28 above, as if fully set forth herein.

50. The promissory notes sold by the Receivership Entities to investors explicitly represented that no commission or any other remuneration was paid in connection with the purchase of the promissory note.

51. One or more of the directors and officers of the various entities that comprise the Receivership Entities owed a fiduciary duty to the Receivership Entities to act in the best interest of the Receivership Entities and pursue that interest with reasonable diligence and prudence.

52. One or more of the directors and officers of the various Receivership Entities breached their fiduciary duties to the Receivership Entities by formulating the SH Enterprise, which included, and was not limited to, selling unregistered securities in the form of purportedly secured promissory notes, which were purportedly secured by viaticated life settlement policies and other insurance-related assets; misleading investors regarding the SH Enterprise's profitability, the existence of sufficient life settlements and other assets securing their investments and the perfection of security interests in those assets; commingling money within the common enterprise to repay prior investors in the ongoing scheme, thereby providing the appearance of profitability in a "Ponzi-like scheme"; and paying themselves and their Advisors substantial commissions and other remunerations from the SH Enterprise notwithstanding the explicit prohibition and the lack of profitability.

53. Defendant had knowledge of these breaches of fiduciary duties.

54. Defendant provided substantial assistance and encouragement to aid and abet the officers and directors in their breaches of fiduciary duties by advertising the promissory notes to potential investors; soliciting investors to purchase promissory notes; convincing current investors to "roll-over" their investments in maturing promissory notes into new promissory notes; and providing customer service support to investors to convince investors that their investments were safe and secured when they were not.

55. Defendant was paid commissions and/or other remunerations for the aiding and abetting these breaches of fiduciary duties.

56. As a direct and proximate result of Defendants' acts or omissions, the Receivership Entities have suffered damages.

WHEREFORE, Receiver Daniel J. Stermer hereby demands judgment in his favor on behalf of the Receivership Entities and against Defendant Daniel Tepper, for damages, together with interest, costs and attorney's fees, and such other and further relief that this Court deems just and proper.

Dated: October 25, 2023

Respectfully submitted,

BERGER SINGERMAN LLP
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By: /s/ Gavin C. Gaukroger

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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,
INTEGRITY ASSETS 2016, LLC,
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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 ESTABLISHING PROCEDURES GOVERNING RECOVERY ACTIONS TO
BE COMMENCED BY THE RECEIVER**

THIS CASE having come before the Court on September 5, 2023 at 8:45 a.m., upon the *Receiver's Motion for Orders Establishing Procedures and Scheduling Order Governing Recovery Actions to be Commenced by the Receiver* (the "**Procedures Motion**"), filed by Daniel J. Stermer (the "**Receiver**"), by and through counsel, and pursuant to Fla. Civ. P. § 1.200 and §1.700, seeking the entry of procedures governing recovery actions to be filed by the Receiver; and this Court having jurisdiction to consider and determine the Procedures Motion and determining that the Procedures Motion is necessary and in the best interests of the Receivership Estates; and good cause existing;

It is ORDERED:

1. The Procedures Motion is **GRANTED** as set forth in this Order.

2. The procedures that govern all Actions filed by the Receiver (the "**Actions**") are as follows.

A. Effectiveness of Order

3. This Order shall apply to all parties in the Actions.

4. This Order shall not alter, affect, impair or modify the rights of any such defendants, except as provided in this Order.

B. Judge Assignment. Upon the filing of an Action, the Receiver shall file with the complaint a copy of the Procedures Order establishing the Procedures in this Case. The clerk of

court shall direct all matters subject to the Procedures Order to be assigned to Judge Bradley Harper, Circuit Court Judge. Pursuant to the Order Appointing Receiver:

- i. 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.
- ii. 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.

C. Mandatory Mediation

5. The parties to each of the Actions shall conduct and complete mandatory mediation within 90 days after each complaint is filed (the "**Mediation Deadline**"), provided, however, that the Receiver may, in his sole discretion, extend the Mediation Deadline without further Order of the Court for an additional thirty (30) days (so that extended mediations must be completed within one hundred and twenty (120) days after the filing of a complaint).

6. Within thirty (30) days of entry of this Order, the Receiver shall identify a mediator that will serve as the default mediator for all of the Actions (the "**Mediator**"). If the Mediator has a scheduling conflict or if the Mediator has a conflict with respect to a particular defendant, then the Receiver shall, in his sole discretion, select another mediator to mediate such Proceeding. In the event a party objects to the Mediator or any other mediator selected by the Receiver, and are unable to come to an agreement on an alternate mediator, the parties shall notify the Court, which will ultimately decide the mediator for that particular Proceeding.

7. On or before the Mediation Deadline, the Receiver, working with the mediator, will schedule mediations in Florida (or via Zoom or other electronic method). The defendants shall cooperate with the Receiver and the mediator regarding the scheduling of mediations. The Receiver's counsel shall contact the defendants with a list of proposed dates for mediation. Mediation will then be scheduled on a first-come, first-served basis.

8. The mediator may request the parties submit position statements, any relevant papers and exhibits, and a settlement proposal in advance of the scheduled mediation.

9. The fees of the mediator shall be split equally by the parties, and payment arrangements satisfactory to the mediator must be completed prior to the commencement of the mediation.

10. The mediator will preside over the mediation with full authority to determine the nature and order of the parties' presentations. The mediator may implement additional procedures that are reasonable and practical under the circumstances.

11. The length of time necessary to effectively complete the mediation will be within the mediator's discretion. The mediator may also adjourn a mediation that has been commenced if the mediator determines that an adjournment is in the best interest of the parties, provided that the mediation is concluded by the Mediation Deadline.

12. The parties shall participate in the mediation, as scheduled and presided over by the mediator, in good faith and with a view toward reaching a consensual resolution. An authorized representative of the plaintiff and defendant with full settlement authority shall attend the mediation in person; provided, however, that the mediator, in her or his sole discretion, may allow such representative to appear telephonically, although the party's legal counsel is required to attend in person.

13. If a party (a) fails to submit the submissions required by the mediator, (b) fails to timely pay any bill for the mediator's fees, or (c) fails to attend the mediation as required, then the non-defaulting party may file a motion for default judgment or a motion to dismiss the Proceeding, and in the case of a defendant's failure to pay the mediator's fees, the Receiver may withhold disbursement on account of any allowed claim filed the defendant.

14. In addition, if the mediator feels that a party to the mediation is not attempting to

schedule or resolve the mediation in good faith, the mediator may file a report with the Court. The Court may, without need for further motion by any party, schedule a hearing. If the Court determines that the party is not cooperating in good faith with the mediation procedures, the Court may consider the imposition of sanctions including, but not limited to, entry of a default judgment or dismissal of the Proceeding. Additionally, if either party to the mediation is not attempting to schedule or resolve the mediation in good faith, then the opposite party may file a motion for sanctions with the Court including, but not limited to, entry of a default judgment or dismissal of the Proceeding. Litigation with respect to the issuance of sanctions shall not delay the commencement of mediation.

15. Within five (5) business days after the conclusion of the mediation, the mediator will file a report (the “**Mediator’s Report**”), drafted with the caption of the Proceeding, which need only state (i) the date that the mediation took place, (ii) the names of the parties and counsel that appeared at the mediation, and (iii) whether the Proceeding settled or the mediator declared an impasse (the “**Impasse Notice**”).

16. The mediator shall not be called as a witness by any party except as set forth in this paragraph. No party shall attempt to compel the testimony of, or compel the production of documents from, the mediators or the agents, partners, or employees of the mediator’s law firm(s). Neither the mediators nor their respective agents, partners, law firms, or employees (i) are necessary parties in any proceeding relating to the mediation or the subject matter of the mediation, nor (b) shall be liable to any party for any act or omission in connection with any mediation conducted under this Order. Any documents provided to the mediator(s) by the parties shall be destroyed 30 days after the filing of the Mediator’s Report, unless the Mediator is otherwise ordered by the Court. However, subject to court order, a mediator may be called as a witness by any party and may be compelled to testify on a limited basis in proceedings where it is alleged that

a party failed to comply with the mediation procedures set forth in this Order.

17. All proceedings and writings incident to the mediation shall be privileged and confidential, and shall not be reported or placed into evidence.

D. Compromises

18. Compromises and settlements reached in the Actions shall be brought before the Court for approval.

E. Extension of Deadline to Answer or Otherwise Respond to Complaint

19. The deadline for a defendant to file an answer or otherwise respond to the complaint shall be extended to the first business day that is the earlier of: (i) thirty (30) days from the date that the mediator files an Impasse Notice, or (ii) one hundred and twenty (120) days from the date that the summons is issued (the “**Response Deadline**”).

F. Formal Discovery Stayed Until After Mediation

20. Formal discovery in the Actions are stayed until the Response Deadline. On or after the Response Deadline, the parties may proceed with formal discovery, except for depositions of key witnesses who the Receiver believes have information relevant to more than one Proceeding (“**Key Witnesses**”). The Receiver will file a list of Key Witnesses within thirty (30) days of an order approving this Motion. The list of Key Witnesses can be modified from time to time by the Receiver, at his sole discretion, by filing an amended list with the Court. Any party that wishes to take the deposition of a Key Witness must attend the scheduled deposition of such Key Witness. The Receiver shall be responsible for coordinating the depositions of Key Witnesses. The parties shall use reasonable efforts to coordinate among themselves the order of inquirer and scope of inquiries of Key Witnesses so that the questioning is not repetitive or redundant. The discovery cutoff deadline shall be 30 days from the date the Court sets the Proceeding for trial. Except for the foregoing, the Florida Rules of Civil Procedure will remain in full force and effect with respect

to depositions.

G. Pretrial Conferences Eliminated in Favor of Omnibus Hearings

21. The Court will not conduct individual pretrial conferences in each separate Action. Instead, the Receiver will schedule separate omnibus hearings. Initially, the omnibus hearings will be scheduled on a quarterly basis at the Court's convenience. If it becomes necessary or advisable, the Receiver may request that omnibus hearings be scheduled on a monthly basis or bi-monthly basis. All motions and other matters concerning the Actions will only be heard at the omnibus hearings.

TRIAL AND PRETRIAL OBLIGATIONS

H. Notice for Trial

22. After each of the Actions are at issue and ready to be set for trial, the Receiver shall file a notice of readiness for trial, identifying the Actions that are at issue and ready to be set for trial and identifying the common issues that may be tried together.

I. Final Omnibus Hearing; Setting Trial

23. The Court will then set a final omnibus hearing (the "**Final Omnibus Hearing**"), at which time the Court will set the Actions for each round for trial and may enter a trial order with additional obligations for the parties, including with respect to exhibits and sworn declarations. All such deadlines required under the Florida Rules of Civil Procedure will be scheduled after the Final Omnibus Hearing pursuant to an order.

J. Special Settings

24. If the attorney(s) trying an Action are from outside this district, or the parties or witnesses are from outside this district, or if some other reason that justifies a request to the court to specially set trial at a time or date certain, counsel shall request appropriate relief at the Final

Omnibus Hearing.

K. Miscellaneous

25. To the extent of a conflict between the Court's local rules and this Order, this Order shall control.

26. The deadlines and/or provisions contained in this Order may be extended and/or modified by the Court upon written motion and for good cause shown or by consent of the parties pursuant to stipulation, which needs to be filed with the Court but does not require a Court order.

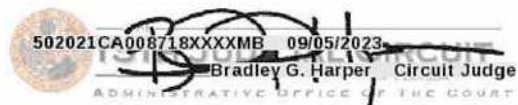
L. Notice of Right to Object to this Order

27. The Receiver shall serve a copy of the applicable Procedures Order with the complaint and initial summons in each Action.

28. Each defendant shall have 14 days from date a complaint and summons is served to file and serve on the Receiver an objection to the Procedures Order, which shall state which specific provision of the Procedures Order defendant objects to and why.

29. The Court reserves the ability to modify the terms of the Procedures Order as necessary.

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

502021CA008718XXXMB 09/05/2023

Bradley G. Harper, Circuit Judge
ADMINISTRATIVE OFFICE OF THE COURT

502021CA008718XXXMB 09/05/2023
Bradley G. Harper
Circuit Judge

BRADLEY HARPER
CIRCUIT COURT JUDGE

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EXHIBIT B

Entity Name	Transaction Description	Check #	Payee Name	Amount	Abbreviated Acct #	Date
National Senior Insurance, Inc.	Check	21952	Daniel Tepper	\$111.00	x1908	11/13/17
AlphaStaff			Daniel Tepper	\$68,210.00		
National Senior Insurance, Inc.	Check	22204	Daniel Tepper	\$201.00	x1908	01/09/18
National Senior Insurance, Inc.	Check	22556	Daniel Tepper	\$875.00	x1908	04/09/18
National Senior Insurance, Inc.	Check	23470	Daniel Tepper	\$1,507.00	x1908	07/10/18
National Senior Insurance, Inc.	Check	23856	Daniel Tepper	\$152.00	x1908	10/29/18
National Senior Insurance, Inc.	Check	24021	Daniel Tepper	\$405.00	x1908	12/13/18
AlphaStaff			Daniel Tepper	\$216,129.00		
National Senior Insurance, Inc.	Check	24167	Daniel Tepper	\$591.00	x1908	02/01/19
National Senior Insurance, Inc.	Check	24208	Daniel Tepper	\$228.00	x1908	02/01/19
National Senior Insurance, Inc.	Check	24552	Daniel Tepper	\$393.00	x1908	05/21/19
National Senior Insurance, Inc.	Check	24966	Daniel Tepper	\$1,200.00	x1908	11/20/19
National Senior Insurance, Inc.	Check	24248	Daniel Tepper	\$5,000.00	x1908	12/11/19
National Senior Insurance, Inc.	Check	25224	Daniel Tepper	\$1,663.00	x1908	12/23/19
AlphaStaff			Daniel Tepper	\$92,344.00		
National Senior Insurance, Inc.	Check	25230	Daniel Tepper	\$241.00	x1908	01/06/20
National Senior Insurance, Inc.	Check	25226	Daniel Tepper	\$2,500.00	x1908	01/06/20
National Senior Insurance, Inc.	Check	25245	Daniel Tepper	\$821.00	x1908	02/11/20
Employee Payroll Management LLC	Check	1051	Daniel Tepper	\$405.00	x3230	11/25/20
AlphaStaff			Daniel Tepper	\$12,175.00		
Employee Payroll Management LLC	Check	100397	Daniel Tepper	\$807.00	x3230	06/08/21
			Total	\$405,958.00		