

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

STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

CASE NO.: 50-2021-CA-008718-XXXX-MB

NATIONAL SENIOR INSURANCE, INC.
D/B/A SEEMAN HOLTZ,
MARSHAL SEEMAN,
CENTURION INSURANCE SERVICES
GROUP, LLC,
BRIAN J. SCHWARTZ,
EMERALD ASSETS 2018, LLC,
INTEGRITY ASSETS 2016, LLC,
INTERGRITY ASSETS, LLC,
PARA LONGEVITY 2014-5, LLC,
PARA LONGEVITY 2015-3, LLC,
PARA LONGEVITY 2015-5, LLC,
PARA LONGEVITY 2016-3, LLC,
PARA LONGEVITY 2016-5, LLC,
PARA LONGEVITY 2018-3, LLC,
PARA LONGEVITY 2018-5, LLC,
PARA LONGEVITY 2019-3, LLC,
PARA LONGEVITY 2019-5, LLC,
PARA LONGEVITY 2019-6, LLC,
PARA LONGEVITY VI, LLC,
SH GLOBAL, LLC N/K/A PARA LONGEVITY
V, LLC, ALTRAI GLOBAL, LLC A/K/A ALTRAI
HOLDINGS, LLC, VALENTINO GLOBAL
HOLDINGS, LLC, AMERITONIAN ENTERPRISES,
LLC, SEEMAN-HOLTZ CONSULTING CORP.,
CENTURION ISG Holdings, LLC,
CENTURION ISG Holdings II, LLC,
CENTURION ISG (Europe) Limited,
CENTURION ISG SERVICES, LLC,
CENTURION ISG FINANCE GROUP, LLC,
CENTURION FUNDING SPV I LLC,
CENTURION FUNDING SPV II LLC,
GRACE HOLDINGS FINANCIAL, LLC,
PRIME SHORT TERM CREDIT INC.,

Defendants.

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

Relief Defendants.

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**RECEIVER, DANIEL J. STERMER’S MOTION TO APPROVE SETTLEMENT
AGREEMENT BETWEEN (I) RECEIVERSHIP PARTIES; AND (II) PETER KATCHIS,
RANDALL KATCHIS, STUART KATCHIS, AND VICTORIA KATCHIS**

Daniel J. Stermer, as Court-appointed Receiver (the “Receiver”) for the property, assets, and business of the thirty-three (33) Receivership entities¹ (the “Receivership Defendants” and, formerly the “Consenting Corporate Defendants”, and, together with the Receiver, collectively, the “Receivership Estate”) 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* attached as **Exhibit “B”** (“Settlement Agreement”) entered into between (i) the Receiver, on behalf of the Receivership Defendants, and (ii) Peter Katchis, Randall Katchis, Stuart Katchis, and Victoria Katchis (collectively, the “Katchis Family” or “Settling Parties,” 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, AMERICA’S FAVORITE INSURANCE SERVICES LLC, and GRACE HOLDINGS FINANCIAL, 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, seeking to restrain acts and practices of said defendants in violation of various provisions of Chapter 517, Florida Statutes (“Florida Securities and Investor Protection Act”), 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”) (the Ponzi-like securities fraud scheme and common enterprise more fully described in the Complaint shall herein be incorporated and referred to as the “SH Enterprise.”

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 May 12, 2023, the Court entered the Receivership Order, which appointed Daniel J. Stermer as the Receiver of the Receivership Defendants.

6. 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.

7. On or about September 21, 2023, the Receiver sent Peter Katchis a demand letter identifying possible causes of action and seeking the clawback of \$578,877.00 in interest received by Peter Katchis and alleged by the Receiver to constitute fraudulent transfers from certain of the Receivership Defendants in connection with the SH Enterprise.

8. On or about September 21, 2023, the Receiver sent Randall Katchis a demand letter identifying possible causes of action and seeking the clawback of \$1,152,500.00 in interest received by Randall Katchis and alleged by the Receiver to constitute fraudulent transfers from certain of the Receivership Defendants in connection with the SH Enterprise.

9. On or about September 21, 2023, the Receiver sent Stuart Katchis a demand letter identifying possible causes of action and seeking the clawback of \$543,000.00 in interest received

by Stuart Katchis and alleged by the Receiver to constitute fraudulent transfers from certain of the Receivership Defendants in connection with the SH Enterprise.

10. On or about September 21, 2023, the Receiver sent Victoria Katchis a demand letter identifying possible causes of action and seeking the clawback of \$143,000.00 in interest received by Victoria Katchis and alleged by the Receiver to constitute fraudulent transfers from certain of the Receivership Defendants in connection with the SH Enterprise.

11. On November 23, 2023, the Court entered an *Agreed Order Granting Receiver's Unopposed Motion to Expand Receivership Estate to Include Grace Holdings*, thereby expanding the scope of the receivership to include Grace Holdings Financial LLC.

Relief Requested

12. The Katchis Family denies all of the Receiver's claims and allegations. However, in an effort to avoid the time, expense, and uncertainty associated with litigation, the Parties desire to compromise their respective claims and defenses in or relating to the SH Enterprise to the extent of the releases set forth in the Settlement Agreement, and fully and competently resolve all claims between the Receivership Estate and the Katchis Family, upon the terms set forth in the Settlement Agreement and below:²

a. Payment to Receivership Estate: As a full and final settlement of all claims against the Katchis Family for the clawback of interest alleged by the Receiver to constitute fraudulent transfers, the Katchis Family, collectively, agrees to pay the Receiver the total sum of Nine Hundred Thousand Dollars (\$900,000.00) (the "Settlement Amount"), which will be paid upon ten (10) business days after Court approval of the Settlement Agreement (the "Settlement Payment"). The Settlement Payment shall be paid via wire pursuant to the instructions attached

² The terms and conditions set forth herein are in summary form only. The Receiver urges all interested parties to review the Agreement in its entirety for all of the terms and conditions of the Agreement.

to the Settlement Agreement;

b. Notice and Cure: In the event the Katchis Family fails to timely make the Settlement Payment, the Katchis Family shall be in default and the Settlement Payment shall be due. In the event the Katchis Family defaults under their Settlement Payment obligations, the Receiver shall provide written Notice to the Katchis Family within ten (10) business days of such default to the email addresses set forth in paragraph 3 of the Settlement Agreement. The Notice shall identify the default and shall request payment. The Katchis Family shall have five (5) business days from receipt of the Notice to pay the Settlement Payment due at that time to the Receiver, thereby curing the default. If the Katchis Family fails to timely cure the alleged default, the Settlement Payment will be due and owing to Receiver without further notice to the Katchis Family. The Parties agree that the Receiver may then seek appropriate remedies before the Court, which shall have exclusive jurisdiction over any dispute or claim arising out of, connected with, or relating to the Settlement Agreement, to enforce the Settlement Agreement and seek judgment for the balance of the Settlement Amount then due upon the Katchis Family's default and failure to cure. Notice and communications made under the Settlement Agreement shall be provided by email to the respective Parties as set forth in paragraph 3 of the Settlement Agreement.

c. Mutual General Release. Save for any obligations created by the Settlement Agreement, the Katchis Family and the Receivership Estate fully and forever remise, release, acquit, satisfy, and forever discharge the other as of the Effective Date of the Settlement Agreement of and from any and all disputes, damages, claims, liabilities, rights, costs, attorneys' fees, harms, injuries, expenses, fees, compensation, losses, demands, and all manner of actions, causes and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, torts, damages, judgments, and executions, whether sounding in contract or in tort, whether based on

statute, common law, rule or regulations, whatsoever in law or in equity, known or unknown, matured or unmatured, accrued or unaccrued, suspected or unsuspected, which the Katchis Family or the Receivership Parties ever had, have or may have against the other, from the beginning of the world to the day of the Settlement Agreement. The aforementioned Mutual General Release shall apply to the Katchis Family and Receivership Estates' heirs and professionals (collectively, along with the Parties, the "Released Parties," and each, a "Released Party").

d. Covenant Not to Sue. The Receiver agrees, on behalf of the Receivership Estate and the Receivership Parties, and their respective affiliates, subsidiaries, successors, and assigns, including but not limited to any entity related to, affiliated with, controlled by, under common control with, or having a controlling interest in the Receivership Parties or associated in any way with the SH Enterprise that is not currently part of the Receivership Estate but could have been or yet could be brought into the Receivership Estate, including but not limited to Seeman Holtz Consulting Inc. and Seeman Holtz Insurance Services, Inc., that neither he nor they (*to the extent they are brought into the Receivership Estate*) will sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the Katchis Family, their heirs, representatives, agents, attorneys, or assigns, any action, suit or other proceeding concerning the Released Claims, in this jurisdiction or any other. This section shall not apply to, and the Released Claims shall not include, any claims in respect of any breach of the Settlement Agreement.

e. Reservation of Rights by Receivership Estate. The Parties acknowledge that the Receiver on behalf of the Receivership Estate asserts entitlement to damages and other relief which is either in excess of the Settlement Amount or not provided for by payment of the Settlement Amount. The Parties further acknowledge that Settlement Amount is a compromise of claims by the Receivership Estate against the Katchis Family only. Accordingly, the Receivership Estate reserves all rights and remedies it may have against any person or entity not specifically

identified as a Release Party under or within the Mutual General Release set forth in the Settlement Agreement and above.

f. No Admission. The Parties agree that the Settlement Agreement and the Settlement Amount provided for therein is not and shall not be construed to be evidence of or any admission concerning the validity or invalidity of any of the allegations or claims asserted or threatened, or that could be asserted or threatened, by the Receiver against the Katchis Family. The Settlement Agreement or any payments and actions stemming therefrom shall not be used as evidence in any legal proceeding against any party thereto. The Parties have entered into the Settlement Agreement in an effort to compromise disputed claims and to avoid the cost and expense of protracted, complex litigation. The Katchis Family expressly denies any and all wrongdoing and all allegations and claims made by the Receiver. The Parties agree that the Settlement Agreement and the execution thereof does not constitute an admission of any wrongful, unethical or unlawful conduct by the Parties in this matter.

g. Attorneys' Fees and Costs. Each Party shall bear the responsibility for its own attorneys' fees and costs related to the Receiver's Claims against the Katchis Family, the Complaint, the SH Enterprise, the Settlement Agreement and any fees and costs incurred prior to the Settlement Agreement. In the event that a Party is required to take legal action to enforce the Settlement Agreement, then the prevailing party shall be entitled to an award of prevailing party reasonable attorney's fees incurred to enforce the Settlement Agreement, including any appellate actions or proceedings.

13. 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 the Settlement Agreement is in the best interests of creditors of the Receivership Estate, in that the settlement represents a fair and reasonable compromise of disputes

and will result in material liquidity for the benefit of the Receivership's creditors, including Noteholders.

14. Specifically, as set forth in the Settlement Agreement, the Katchis Family will pay the sum of \$900,000.00 (the "Settlement Amount") to the Receiver in full and complete satisfaction of any and all claims that the Receiver has against the Katchis Family for the clawback of interest alleged by the Receiver to constitute fraudulent transfers. As set forth in the Settlement Agreement, payment of the Settlement Amount by the Katchis Family shall be made within ten (10) business days after Court approval of the Settlement Agreement. The Settlement Amount shall be delivered to the Receiver by wire transfer following the instructions attached to the Settlement Agreement.

15. 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

16. 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 the Katchis Family, and will benefit creditors of this receivership. While the Receiver believes that the receivership's claims against the Katchis Family are meritorious, the probability of success cannot be gauged with certainty at this stage and material risk exists, as the Katchis Family has asserted certain defenses in response to the Receiver's demand.

17. The Receiver undertook a detailed analysis of all payments made to the Katchis Family. 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 the Katchis Family. The

Receiver then undertook pre-suit settlement discussions with counsel for the Katchis Family wherein each side provided further detailed analysis of their respective positions, claims and defenses. After thorough analysis and back-and-forth with the Katchis Family, the settlement, as set forth in the Settlement Agreement, was reached.

18. 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 \$900,000.00 within ten (10) business days of an order approving the Settlement Agreement.

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: March 5, 2024

BERGER SINGERMAN LLP
Counsel for Receiver
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By: /s/ Brian G. Rich

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CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on March 5, 2024, 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, and listed below.

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

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EXHIBIT "A"

PROPOSED ORDER

**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,
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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.

ORDER GRANTING RECEIVER, DANIEL J. STERMER'S MOTION TO APPROVE SETTLEMENT AGREEMENT BETWEEN (I) RECEIVERSHIP PARTIES; AND (II) PETER KATCHIS, RANDALL KATCHIS, STUART KATCHIS, AND VICTORIA KATCHIS

THIS MATTER came before the Court on _____ at 8:45 a.m., in West Palm Beach, Florida, upon the *Receiver, Daniel J. Stermer's Motion to Approve Settlement Agreement Between (I) Receivership Parties; and (II) Peter Katchis, Randall Katchis, Stuart Katchis, and Victoria Katchis* (the "Motion") filed by the Court-appointed Receiver, Daniel J. Stermer ("Receiver"). The Motion seeks approval of a *Settlement Agreement* (the "Settlement Agreement"), a copy of which is attached to the Motion as Exhibit "B", between the Receiver, on behalf of the Receivership Defendants¹ and Peter Katchis, Randall Katchis, Stuart Katchis, and Victoria Katchis (collectively, the "Katchis Family", 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 the Katchis Family, attached to the Motion as Exhibit "B" is **APPROVED** in its entirety.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed in the Motion.

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 _____, 2024.

BRADLEY HARPER
CIRCUIT COURT JUDGE

Copies to: Counsel of Record and Corporate Monitor

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EXHIBIT "B"

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is effective and ratified as of February __, 2024 ("Effective Date") by and between 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, America's Favorite Insurance Services LLC, and Grace Holdings Financial, LLC (collectively referred to as the "Receivership Parties"), by and through the Daniel J. Stermer, not individually but solely in his capacity as the Court-appointed Receiver (the "Receiver," together with Receivership Parties, the "Receivership Estate"); and Peter Katchis ("P. Katchis"), Randall Katchis ("R. Katchis"), Stuart Katchis ("S. Katchis") and Victoria Katchis ("V. Katchis", collectively with P. Katchis, R Katchis, and S. Katchis, the "Katchis Family"). Each of the Receivership Parties, the Receiver, and Katchis Family, is sometimes referred to herein as a "Settling Party" or collectively as the "Settling Parties", and each of the Settling Parties herein as a "Party" or collectively as the "Parties".

RECITALS

The following provisions form the basis of, and are incorporated within, this Agreement:

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 "OFR Complaint") in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida (the "Court"), against the several defendants, including, but not limited to, Receivership Parties, its affiliates and offices, seeking to restrain acts and practices of said defendants in violation of various provisions of Chapter 517, Florida Statutes ("Florida Securities and Investor Protection Act"), 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")" (the Ponzi-like securities fraud scheme and common enterprise more fully described in the OFC Complaint shall herein be incorporated and referred to as the ("SH Enterprise");

WHEREAS, On September 14, 2021, the Court entered the Agreed Order Granting Plaintiff's Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief ("Corporate Monitor Order"), providing that Daniel J. Stermer serve as Corporate Monitor for the Corporate Monitorship Parties and their respective affiliates, subsidiaries, successors, and assigns;

WHEREAS, On May 12, 2023, the Court entered the Receivership Order (“Order Appointing Receiver”), providing that Daniel J. Stermer serve as Receiver for the Receivership Parties and their respective affiliates, subsidiaries, successors, and assigns;

WHEREAS, the Receivership Order grants the Receiver the authority to bring any claim, action, or lawsuit on behalf of the Receivership Parties against any entity or individual who may have wrongfully damaged the Receivership Estate or improperly misappropriated assets of the Receivership Estate;

WHEREAS, on or about September 21, 2023, the Receiver sent P. Katchis a demand letter identifying possible causes of action and seeking the clawback of \$578,877.00 in interest received by P. Katchis and alleged by the Receiver to constitute fraudulent transfers from certain of the Receivership Parties in connection with the SH Enterprise.

WHEREAS, on or about September 21, 2023, the Receiver sent R. Katchis a demand letter identifying possible causes of action and seeking the clawback of \$1,152,500.00 in interest received by R. Katchis and alleged by the Receiver to constitute fraudulent transfers from certain of the Receivership Parties in connection with the SH Enterprise.

WHEREAS, on or about September 21, 2023, the Receiver sent S. Katchis a demand letter identifying possible causes of action and seeking the clawback of \$543,000.00 in interest received by S. Katchis and alleged by the Receiver to constitute fraudulent transfers from certain of the Receivership Parties in connection with the SH Enterprise.

WHEREAS, on or about September 21, 2023, the Receiver sent V. Katchis a demand letter identifying possible causes of action and seeking the clawback of \$143,000.00 in interest received by V. Katchis and alleged by the Receiver to constitute fraudulent transfers from certain of the Receivership Parties in connection with the SH Enterprise.

WHEREAS, the Katchis Family denies all the Receiver’s claims and allegations;

WHEREAS, in order to avoid the time, expense, and uncertainty associated with litigation, the Parties desire to compromise their respective claims and defenses in or relating to the SH Enterprise to the extent of the releases set forth within this Agreement, and fully and completely resolve all claims between the Receivership Estate and the Katchis Family.

NOW THEREFORE, for good and valuable consideration, including the mutual promises and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged the Settling Parties agree as follows:

1. Recitals. The above recitals are true and correct and are an integral and essential part of this Agreement.
2. Payment to Receivership Estate. As a full and final settlement of all claims against the Katchis Family for the clawback of interest alleged by the Receiver to constitute

fraudulent transfers, the Katchis Family collectively agrees to pay the Receiver the total sum of NINE HUNDRED THOUSAND DOLLARS and 00/100 (\$900,000.00) ("Settlement Amount"). The Settlement Amount will be paid upon TEN (10) business days after Court approval of this Agreement (the "Settlement Payment"). The Settlement Payment shall be paid via wire at the instructions provided below.

Wire Instructions:

SEE ATTACHED

3. Notice and Cure. In the event the Katchis Family fails to timely make the Settlement Payment called for herein, the Katchis Family shall be in default and the Settlement Payment shall be due. In the event the Katchis Family defaults under their Settlement Payment obligations, the Receiver shall provide written Notice to the Katchis Family within ten (10) business days of such default to the email addresses below. The Notice shall identify the default and shall request payment. The Katchis Family shall have five (5) business days from receipt of the Notice to pay the Settlement Payment due at that time to the Receiver, thereby curing the default. If the Katchis Family fails to timely cure the alleged default, the Settlement Payment will due and owing to Receiver without further notice to the Katchis Family. The Parties agree that the Receiver may then seek appropriate remedies before the Court, which shall have exclusive jurisdiction over any dispute or claim arising out of, connected with, or relating to this Agreement, to enforce the Agreement and seek judgment for the balance of the Settlement Amount then due upon the Katchis Family's default and failure to cure. Notice and communications made under this Agreement shall be provided by email to the respective Parties as follows:

If to the Katchis Family:

c/o PAG Law, PLLC
Attn: Daniel C. Mazanec
1441 Brickell Avenue, Suite 1120
Miami, FL 33131
Telephone: 786-292-1599
dan@pag.law

If to Receiver:

Daniel J. Stermer, Receiver
c/o Berger Singerman, LLP
313 N. Monroe Street, Suite 301
Tallahassee, Fl 32301
Telephone: 850-521-6736
Email: brich@bergersingerman.com
mnailes@bergersingerman.com



4. Conditions of Enforcement of Agreement: The Court shall enter an order approving this Agreement, and the Katchis Family shall cooperate with the Receiver and his attorneys' efforts to obtain Court approval of this Agreement.

5. Mutual General Release. Save for any obligations created by this Agreement, the Katchis Family and the Receivership Estate do hereby fully and forever remise, release, acquit, satisfy, and forever discharge the other as of the Effective Date of this Agreement of and from any and all disputes, damages, claims, liabilities, rights, costs, attorneys' fees, harms, injuries, expenses, fees, compensation, losses, demands, and all manner of actions, causes and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, torts, damages, judgments, and executions, whether sounding in contract or in tort, whether based on statute, common law, rule or regulations, whatsoever in law or in equity, known or unknown, matured or unmatured, accrued or unaccrued, suspected or unsuspected, which the Katchis Family or the Receivership Parties ever had, have or may have against the other, from the beginning of the world to the day of this Agreement. The aforementioned Mutual General Release shall apply to the Katchis Family and Receivership Estates heirs and professionals (collectively, along with the Parties, the "Released Parties," and each, a "Released Party").

6. Covenant Not to Sue. The Receiver agrees, on behalf of the Receivership Estate and the Receivership Parties, and their respective affiliates, subsidiaries, successors, and assigns, including but not limited to any entity related to, affiliated with, controlled by, under common control with, or having a controlling interest in the Receivership Parties or associated in any way with the SH Enterprise that is not currently part of the Receivership Estate but could have been or yet could be brought into the Receivership Estate, including but not limited to Seeman Holtz Consulting Inc. and Seeman Holtz Insurance Services, Inc., that neither he nor they (*to the extent they are brought into the Receivership Estate*) will sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the Katchis Family, their heirs, representatives, agents, attorneys, or assigns, any action, suit or other proceeding concerning the Released Claims, in this jurisdiction or any other. This section shall not apply to, and the Released Claims shall not include, any claims in respect of any breach of this Agreement.

7. Reservation of Rights by Receivership Estate. The Parties acknowledge that the Receiver on behalf of the Receivership Estate asserts entitlement to damages and other relief which is either in excess of the Settlement Amount or not provided for by payment of the Settlement Amount. The Parties further acknowledge that Settlement Amount is a compromise of claims by the Receivership Estate against the Katchis Family only. Accordingly, the Receivership Estate reserves all rights and remedies it may have against any person or entity not specifically identified as a Released Party under or within the Mutual General Release above.

8. No Admission. The Parties agree that this Agreement and the Settlement Amount provided for herein is not and shall not be construed to be evidence of or any admission concerning the validity or invalidity of any of the allegations or claims asserted or



threatened, or that could be asserted or threatened, by the Receiver against the Katchis Family. This Agreement or any payments and actions stemming therefrom shall not be used as evidence in any legal proceeding against any party hereto. The Parties have entered into this Agreement in an effort to compromise disputed claims and to avoid the cost and expense of protracted, complex litigation. The Katchis Family expressly denies any and all wrongdoing and all allegations and claims made by the Receiver. The Parties agree that this Agreement and the execution thereof does not constitute an admission of any wrongful, unethical or unlawful conduct by the Parties in this matter.

9. Attorneys' Fees and Costs. Each Party shall bear the responsibility for its own attorneys' fees and costs related to the Receiver's Claims against the Katchis Family, the OFC Complaint, the SH Enterprise, this Agreement and any fees and costs incurred prior to this Agreement. In the event that a Party is required to take legal action to enforce the Agreement, then the prevailing party shall be entitled to an award of prevailing party reasonable attorney's fees incurred to enforce this Agreement, including any appellate actions or proceedings.

10. Voluntary Agreement and Advice of Counsel. Each Party represents and warrants that it has read this Agreement and understands it. Each Party has had the opportunity to investigate this matter, determine the advisability of entering into this Agreement, and has entered into this Agreement freely and voluntarily without duress, undue influence, or coercion and has had the opportunity to obtain advice of legal counsel of its own choosing before signing this Agreement.

11. Entire Agreement. This Agreement constitutes the Parties' entire understanding and agreement and there are no other promises, agreements, or understandings between the Parties. There are no warranties or representations, oral or written, other than as set forth in this Agreement.

12. Amendment, Modification, and Non-Waiver. There shall be no amendment or modification of any of the terms of this Agreement unless such amendment or modification is reduced to writing and signed by the Parties in the same manner as this Agreement. Any failure by any Party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as waiving that Party's right to strictly enforce the terms and conditions of this Agreement.

13. Interpretation of Agreement. All Parties have participated in the preparation of this Agreement and no term herein shall be construed for or against any Party because that Party or that Party's attorney drafted such provision.

14. Counterparts and Copies to be Considered Originals. Every executed copy of this Agreement, whether in paper or electronic format, shall be considered to be an original hereof. This Agreement may be executed in multiple counterparts and, taken together, such counterparts shall constitute the complete Agreement.



15. Tolling. The Receiver and the Katchis Family agree that any statute of limitations related to the Receiver's claims shall be tolled until thirty days from payment in full of the Settlement Amount.

16. Choice of Law and Venue Selection. This Agreement is entered into in the State of Florida and the Agreement, and any rights, remedies, or obligations provided for, or arising out of, this Agreement, shall be construed and enforced in accordance with the laws of the State of Florida, without regard to conflict of law principles. The exclusive venue for any disputes, claims, actions, or lawsuits related to, connected with, or arising out of this Agreement shall be the Court, which is a division of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida, to the exclusion of all other venues. All Parties hereby consent to the jurisdiction of the Court, and waive their rights to contest jurisdiction or claim forum non-convenience.

17. Severability. In the event any provision, or part thereof, of this Agreement is found to be invalid or unenforceable, that provision, or part thereof, shall be deemed to be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision, or part thereof, shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the breadth permitted by law. If the Agreement is modified by the Court pursuant to this provision, any modifications shall be to the minimal extent possible.

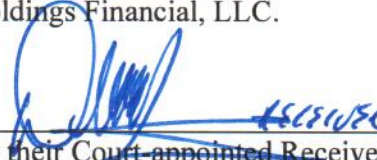
18. Cooperation. The Parties agree to cooperate with one another in the event any bona fide errors or omissions are identified in or related to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates affixed with their signatures below.

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 SPVI LLC, Centurion Funding SPV II LLC, Para Global 2019, LLC, Alloy Assets, LLC, Seeman Holtz Wealth Management, Inc., Agency Acquisition Funding, LLC, America's Favorite Insurance Services LLC, and Grace Holdings Financial, LLC.


By their Court-appointed Receiver Daniel J. Stermer

DocuSigned by:
Peter Katchis
17C474469DA3454...
Peter Katchis

DocuSigned by:
Randall Katchis
17C474469DA3454...
Randall Katchis

DocuSigned by:
Stuart Katchis
9CE8D9E3B1BB425...
Stuart Katchis

DocuSigned by:
Victoria Katchis
C4A7E91F4ED247A...
VICTORIA KATCHIS





**Incoming Domestic and International Wire
Instructions**

Please forward the funds utilizing the following instructions:

Send the funds to:

Beneficiary Bank Information:

ABA/Routing # 084000026

Swift Code:



First Horizon Bank

18841 NE 29th Avenue

Aventura, Florida 33180

Providing credit to:

Beneficiary Information

NATIONAL SENIOR

INSURANCE INC

DANIEL J STERMER,

CORPORATE MONITOR

Account Number:



301 E Yamato Road Suite 2180

Boca Raton, Florida 33431

Additional information:

Note: Wires received with missing or incorrect information are returned to the originating bank. To ensure delays are avoided in wire processing, please provide all necessary information.