

**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) RICHARD DONOFF**

Daniel J. Stermer, as Court-appointed Receiver (the “Receiver”) for the property, assets, and business of the thirty-three (33) Receivership entities<sup>1</sup> (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 1**, approving that certain *Settlement Agreement* attached as **Exhibit 2** (“Settlement Agreement”) entered into between (i) the Receiver, on behalf of the Receivership Defendants, and (ii) Richard Donoff (“Donoff” or “Settling Party,” and, together with the Receiver, collectively, the “Parties”).

In support of this Motion, the Receiver states as follows:

**Background**

1. On July 12, 2021, the Plaintiff, State of Florida Office of Financial Regulation

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<sup>1</sup> 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.

(“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 July 28, 2023, the Receiver sent Donoff a demand letter identifying possible causes of action and seeking the clawback of \$796,295.00 in "commissions" received by Donoff and alleged by the Receiver to constitute fraudulent transfers from certain of the Receivership Defendants in connection with the SH Enterprise. Donoff denies all of the Receiver's claims and allegations.

8. 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**

9. In an effort to avoid the time, expense, and uncertainty associated with litigation, the Parties participated in a mediation on March 26, 2024 (the "Mediation"), which resolved the disputes between the Parties. As set forth above, attached hereto as Exhibit 2 is a Settlement Agreement entered into between the Parties, which resolves the Parties' respective claims and

defenses in or relating to the SH Enterprise to the extent of the releases of the releases set forth in the Settlement Agreement, and fully and competently resolves all claims between the Receivership Estate and Donoff, upon the terms set forth in the Settlement Agreement and below:<sup>2</sup>

a. Payment to Receivership Estate: Donoff agrees to pay the Receiver the total sum of [REDACTED] (\$ [REDACTED]) (“Settlement Amount”). The Settlement Amount will be paid with \$ [REDACTED] due on or before the first business day of the month following the date of Court approval of the Settlement Agreement (the “Initial Settlement Payment”). Donoff shall subsequently make a payment of \$ [REDACTED] on or before February 15, 2025; (ii) a payment of \$ [REDACTED] on or before February 15, 2026; and (iii) a payment of \$ [REDACTED] on or before February 16, 2026 (the “Subsequent Settlement Payments”) (collectively, each referred to as a “Settlement Payment”). The Settlement Payments shall be paid via wire at the instructions provided in the Settlement Agreement.

b. Early Payment Option: In the event Donoff makes Settlement Payments equal to [REDACTED] (\$ [REDACTED]) by no later than February 15, 2026, then the Settlement Amount shall be reduced to [REDACTED] (\$ [REDACTED]).

c. Notice and Cure. In the event Donoff fails to timely make any Settlement Payment called for in the Settlement Agreement, or any portion thereof, Donoff shall be in Payment Default and the full Settlement Payment, net of amounts previously paid, shall be immediately due. In the event Donoff defaults under the Settlement Payment obligations, the Receiver shall provide written Notice to Donoff. The Notice shall identify the default and request

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

payment. Donoff shall have thirty (30) days from the date of the Notice to pay the outstanding amount due at that time to the Receiver, thereby curing the default. If Donoff fails to timely cure the asserted default, the remaining balance of the Settlement Payment, net of amounts previously paid, will be due and owing to Receiver without further notice to Donoff. Additionally, the Parties agree that the Receiver may then seek appropriate remedies before the Court, including the rights and remedies provided in Section 4 of the Settlement Agreement, 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, seek judgment for the balance of the Settlement Amount, and/or pursue the Consent Judgment (as defined below), for the amounts then due upon Donoff's default and failure to cure.

d. Payment Default, Consent Judgment, and Financial Disclosures. "Payment Default" is defined as the failure of Donoff to pay any portion of the Settlement Payment pursuant to Section 2 of the Settlement Agreement. In the event of Donoff's Payment Default, which is not cured pursuant to section 3 of the Settlement Agreement, the Receiver may commence a lawsuit in the Circuit Court in and for Palm Beach County, Florida asserting the Default and breach of the Settlement Agreement, and Rose Schindler, Esq., as counsel to Donoff, agrees to accept service of such complaint, through the email addresses identified in Section 6 of the Settlement Agreement, for and on behalf of Donoff, and Donoff, shall file an *Answer, Waiver of Defenses, and Consent to Judgment of Defendant, Richard Donoff* in the form attached as Exhibit B to the Settlement Agreement within twenty (20) days of service of such complaint in accordance with the terms of the Settlement Agreement, and the Receiver shall be entitled, upon an appropriate motion made and supported by an Affidavit of Receiver averring a Default, to the entry of an immediate final *Agreed Final Judgment Against Defendant* (the "Consent Judgment") in the Receiver's favor and against Donoff, in the form attached to the Settlement Agreement as Exhibit C, in the amount of

\$796,295.00, less the sum of any Settlement Payments made, bearing post-judgment interest at eighteen percent (18%) per annum, plus an adjudication that the Receiver is entitled to an award in his favor and against Donoff of his reasonable attorneys' fees and costs incurred in enforcing the Settlement Agreement, seeking entry of the Consent Judgment, and any collection efforts and a reservation of jurisdiction to determine such fees and costs.

e. If Donoff does not voluntarily file Exhibit B (the Answer, Waiver of Defenses, and Consent to Judgment) to the Settlement Agreement within twenty (20) calendar days of service of the complaint by email upon undersigned counsel to the Receiver, Exhibit B may be filed by the Receiver on behalf of Donoff, and Donoff irrevocably grant Receiver's counsel's full and unlimited authority to date and file the Answer, Waiver of Defenses, and Consent to Judgment, and Consent Judgment in the amount set forth in the as revised Exhibit C may be entered. Donoff waives any right to appeal the Consent Judgment entered against him so long as it is in accordance with the Settlement Agreement.

f. In addition, Donoff will provide Receiver's counsel at Berger Singerman LLP, with a sworn Florida Rule of Civil Procedure Form 1.977(a) Fact Information Sheet, along with all attachments within thirty (30) days of entry of the Consent Judgment (the "Financial Disclosure"). Donoff will fully disclose any joint, spousal, or individual property interests, including investment entities or projects, and the value of the same in the Financial Disclosure. Donoff's sole defense to entry of the Consent Judgment is full performance of all of his obligations under the Settlement Agreement.

g. Cooperation by Donoff. In addition to the Settlement Amount, and as further consideration for a full and final settlement of all claims against Donoff, Donoff agrees to fully cooperate with the Receiver and his counsel in any investigation and/or litigation involving claims to be brought and/or brought by the Receiver, in all respects, including, but not limited to,

attending meetings, in person, telephonically, and virtually, with the Receiver and/or his counsel to discuss the SH Enterprise and provide such information and assistance as reasonably requested by the Receiver, testifying at depositions, proceedings, hearings, or trials, with respect to the SH Enterprise, and executing affidavits and/or declarations, as may be requested by the Receiver. Donoff shall act in a truthful and complete manner in connection with his cooperation, and, in accordance with this paragraph, Donoff understands that his obligation of cooperation shall in no way waive Donoff's Fifth Amendment rights. In addition, Donoff shall fully cooperate with the Receiver, without the Receiver having to resort to using court process, such as subpoenas, to compel such cooperation, including producing documents, including financial documents such as bank records, emails, or other records at the Receiver's request. Donoff understands, acknowledges, and agrees that the cooperation that he be required to provide pursuant to the Settlement Agreement shall not be compensated for, other than as set forth herein, namely the resolution and release of any and all potential claim(s) that may be brought against Donoff – to be clear, Donoff shall not be compensated in cash or any other form of payment for his cooperation pursuant to the Settlement Agreement.

h. Conditions of Enforcement of Settlement Agreement: The Court shall enter an order approving the Settlement Agreement, and Donoff shall cooperate with the Receiver and his attorneys' efforts to obtain Court approval of the Settlement Agreement. The Receiver will file a copy of the Settlement Agreement with the financial terms of the settlement redacted with the Court. The Receiver shall provide the Court, under seal, an unredacted version of the Settlement Agreement.

i. Financial Disclosures: Within one (1) week of the Effective Date, Donoff shall complete and submit to the Receiver the Financial Disclosure Statement (the "Financial Disclosure Statement") provided to Donoff at or immediately after the Mediation, and provide to



the Receiver copies of his federal and state tax returns for 2020, 2021, and 2022, and bank account, investment account, or other financial account records for 2023 through the Effective Date. The Parties acknowledge and agree that the Financial Disclosure Statement provided by Donoff is an important, essential component of the Settlement Agreement and a material inducement for the Receiver to enter into the Settlement Agreement. The Receiver shall review the Financial Disclosure Statement and should the Receiver in his sole discretion determine that the representations made by Donoff are not accurate, and that Donoff's financials are materially different than his representations regarding his lack of financial wherewithal and ability to pay the amounts demanded by the Receiver, the Receiver shall, in his sole discretion, have the ability to void the Settlement Agreement.

j. Mutual General Release. Save for any obligations created by the Settlement Agreement, Donoff, the Receiver, solely in his capacity as Receiver, and the Receivership Estate do 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 Donoff, the Receiver, solely in his capacity as Receiver, and/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.

k. 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 the Settlement Amount is a compromise of claims by the Receivership Estate against Donoff 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 paragraph 10 of the Settlement Agreement.

l. Confidentiality. The Parties agree that, other than acknowledging in response to any inquiry the fact that the claims have been settled, the Parties shall not disclose or discuss, or cause to disclose or discuss, directly or indirectly, to any person, entity or representative thereof any of the terms of the settlement of the claim(s), any documents received in connection with the claim(s), and/or the facts regarding the claim(s), including, but not limited to the amount of any payment or cooperation made or to be made to the Receiver; provided, however, that nothing contained in the Settlement Agreement shall preclude the Parties from complying with any lawful subpoena or valid court order, or from making disclosure of the fact and amount of the settlement to its attorneys, accountants, tax advisors, insurers, or immediate family members or subsidiaries as necessary in furtherance of any lawful or legitimate business purpose or in accordance to mandatory disclosure under Chapter 718 and Chapter 720, Florida Statutes or by the Receiver to enforce the terms of the Settlement Agreement. The Parties acknowledge and agree that this confidentiality clause is an important, essential component of the Settlement Agreement, and that but for this clause, the Parties would not have resolved the claim(s) or entered into the Settlement Agreement. In the event any of the Parties breaches or attempts to breach this

confidentiality, the breaching Party acknowledges that it may be liable for other claims and damages.

m. No Admission. The Parties agree that the Settlement 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 made against Donoff. 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. Donoff 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 or any other matter.

n. Attorneys' Fees and Costs. Each Party shall bear the responsibility for its own attorneys' fees and costs related to the Receiver's Claims against Donoff, the OFR 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.

10. By way of this Motion, the Receiver seeks approval of the Settlement Agreement attached hereto as Exhibit 2 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.

11. Specifically, as set forth in the Settlement Agreement, Donoff will pay the Settlement Amount (or the amount set forth in the Early Payment Option section of the Settlement Agreement, should Donoff make the Settlement Payments equal to the amount set forth in that section by no later than February 15, 2026) to the Receiver in full and complete satisfaction of any and all claims that the Receiver has against Donoff for the clawback of "commissions" alleged by the Receiver to constitute fraudulent transfers. As set forth in the Settlement Agreement, the Initial Settlement Payment shall be made by Donoff on or before the first business day of the month following the date of the Court's approval of the Settlement Agreement, with the Subsequent Settlement Payments due on or before February 15, 2025, February 15, 2026, and February 16, 2026. The Settlement Payments shall be delivered to the Receiver by wire transfer following the instructions attached to the Settlement Agreement as Exhibit A.

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. The Receiver respectfully requests that the Court approve the Settlement Agreement attached hereto as Exhibit 2 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 Donoff, and will benefit creditors of this receivership. While the Receiver believes that the receivership's claims against Donoff are meritorious, the probability of success cannot be gauged with certainty at this stage and material risk exists, as Donoff has asserted certain defenses in response to the Receiver's demand.

14. The Receiver undertook a detailed analysis of all payments made to Donoff. 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 Donoff. The Receiver then undertook pre-suit settlement discussions with counsel for Donoff wherein each side provided further detailed analysis of their respective positions, claims and defenses. After thorough analysis and back-and-forth with Donoff, preparation for and attendance at the Mediation held on March 26, 2024, 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.

**WHEREFORE**, Daniel J. Stermer, as Receiver, respectfully requests entry of the proposed Order attached as **Exhibit 1**, (i) granting the Motion; (ii) approving the Settlement Agreement attached hereto as **Exhibit 2**; and (iii) granting such other and additional relief as the

Court deems just and proper.

Dated: April 26, 2024

BERGER SINGERMAN LLP  
*Counsel for Receiver*  
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Tel. (561) 241-9500  
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By: /s/ Brian G. Rich

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### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on April 26, 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 upon all parties on the attached Service List, and listed below.

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

Rose M. Schindler, Esq.  
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## 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>
<p>Daniel J. Stermer, Esq.  <i>Development Specialists, Inc.</i>  500 E. Broward Boulevard  Suite 1700  Fort Lauderdale, Florida 33394  dstermer@DSIConsulting.com  <i>Receiver</i></p>	<p>Susan Yoffee, Esq.  Gary A. Woodfield, Esq.  <i>Nason Yeager Gerson Harris &amp; Fumero, P.A.</i>  3001 PGA Boulevard, Suite 305  Palm Beach Gardens, FL 33410  syoffee@nasonyeager.com  gwoodfield@nasonyeager.com  sdaversa@nasonyeager.com  <i>Counsel for The Estate of Eric Charles Holtz</i></p>
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**EXHIBIT 1**

**PROPOSED ORDER**

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
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F/K/A SEEMAN HOLTZ PROPERTY AND CASUALTY, INC.,  
SHPC HOLDINGS I, LLC,

Relief Defendants.

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**ORDER GRANTING RECEIVER, DANIEL J. STERMER’S MOTION TO  
APPROVE SETTLEMENT AGREEMENT BETWEEN (I) RECEIVERSHIP  
PARTIES; AND (II) RICHARD DONOFF**

**THIS MATTER** came before the Court on May \_\_\_\_\_, 2024, 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) Richard Donoff* (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 2, between the Receiver, on behalf of the Receivership Defendants<sup>1</sup> and Richard Donoff (“Donoff”, 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 Donoff, attached to the Motion as Exhibit 2 is **APPROVED** in its entirety.
3. The Parties are directed to comply with the terms and conditions of the Settlement

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

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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Florida Office of Financial Regulation  
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**EXHIBIT 2**

**SETTLEMENT AGREEMENT**

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is effective and ratified as of March 26, 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 Richard Donoff, a an individual (“Donoff”). Each of the Receivership Parties, the Receiver, and Donoff, 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**, Donoff is a former agent or employee of some or all of the Receivership 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 “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, 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 securities fraud scheme and common enterprise more fully described in the OFR Complaint shall herein be 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**, the Receiver has asserted claims against Donoff for wrongful acts and improper misappropriation of assets of the Receivership Estate;

**WHEREAS**, Donoff 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 Donoff.

**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. Donoff agrees to pay the Receiver the total sum of [REDACTED] (\$ [REDACTED]) (“Settlement Amount”). The Settlement Amount will be paid with \$ [REDACTED] due on or before the first business day of the month following the date of Court approval of this Agreement (the “Initial Settlement Payment”). Donoff shall subsequently make a payment of \$ [REDACTED] on or before February 15, 2025; (ii) a payment of \$ [REDACTED] on or before February 15, 2026; and (iii) a payment of \$ [REDACTED] on or before February 16, 2026 (the “Subsequent Settlement Payments”) (collectively, each referred to as a “Settlement Payment”). The Settlement Payments shall be paid via wire at the instructions provided below.
3. Early Payment Option: In the event Donoff makes Settlement Payments equal to [REDACTED] (\$ [REDACTED]) by no later than February 15, 2026, then the Settlement Amount shall be reduced to [REDACTED] (\$ [REDACTED]).

**Wire Instructions:**

Attached As **Exhibit “A”**

*R. S.*  
*RM*

4. Notice and Cure. In the event Donoff fails to timely make any Settlement Payment called for herein, or any portion thereof, Donoff shall be in Payment Default and the full Settlement Payment, net of amounts previously paid, shall be immediately due. In the event Donoff defaults under this Settlement Payment obligations, the Receiver shall provide written Notice to Donoff. The Notice shall identify the default and request payment. Donoff shall have thirty (30) days from the date of the Notice to pay the outstanding amount due at that time to the Receiver, thereby curing the default. If Donoff fails to timely cure the asserted default, the remaining balance of the Settlement Payment, net of amounts previously paid, will due and owing to Receiver without further notice to Donoff. Additionally, the Parties agree that the Receiver may then seek appropriate remedies before the Court, including the rights and remedies provided in Section 4, which shall have exclusive jurisdiction over any dispute or claim arising out of, connected with, or relating to this Agreement, to enforce the Agreement, seek judgment for the balance of the Settlement Amount, and/or pursuant the Consent Judgment, for the amounts then due upon Donoff's default and failure to cure.

5. Payment Default, Consent Judgment, and Financial Disclosures. "Payment Default" is defined as the failure of Donoff to pay any portion of the Settlement Payment pursuant to Section 2 of this Agreement. In the event of Donoff's Payment Default, which is not cured pursuant to section 3 above, the Receiver may commence a lawsuit in the Circuit Court in and for Palm Beach County, Florida asserting the Default and breach of this Agreement, and Rose Schindler as counsel to Donoff agrees to accept service of such complaint, through its email addresses identified in Section 6, for and on behalf of Donoff, and Donoff, shall file an Answer, Waiver of Defenses, and Consent to Judgment in the form attached hereto as **Exhibit "B"** to this Agreement within twenty (20) days of service of such complaint in accordance with the terms hereof, and the Receiver shall be entitled upon an appropriate motion made and supported by an Affidavit of Receiver averring a Default, to the entry of an immediate final judgment ("Consent Judgment") in the Receiver's favor and against Donoff, in the form attached hereto as **Exhibit "C"** to this Agreement submit to the in the amount of \$796,295.00, less the sum of any Settlement Payments made, bearing post-judgment interest at eighteen percent (18%) per annum, plus an adjudication that the Receiver is entitled to an award in his favor and against Donoff of his reasonable attorneys' fees and costs incurred in enforcing this Agreement, seeking entry of the judgment, and any collection efforts and a reservation of jurisdiction to determine such fees and costs.

If Donoff does not voluntarily file **Exhibit "B"** within twenty (20) calendar days of service of the complaint by email upon undersigned counsel to the Receiver, **Exhibit "B"** may be filed by the Receiver on behalf of Donoff, and Donoff hereby irrevocably grant Receiver's undersigned counsel full and unlimited authority to date and file the Answer, and judgment in the amount set forth in the as revised **Exhibit "C"** may be entered. Donoff hereby waives any right to appeal the judgment consented to and entered against them so long as it is in accordance with this Agreement.



Additionally, Donoff will provide Receiver's counsel at Berger Singerman LLP a sworn Florida Rule of Civil Procedure Form 1.977(a) Fact Information Sheet, along with all attachments within thirty (30) days of entry of the Consent Judgment (the "Financial Disclosure"). Donoff will fully disclose any joint, spousal, or individual property interests, including investment entities or projects, and the value of the same in the Financial Disclosure. Donoff's sole defense to entry of the Consent Judgment is full performance of all of his obligations under this Agreement.

6. Cooperation by Donoff. In addition to the Settlement Amount, and as further consideration for a full and final settlement of all claims against Donoff, Donoff agrees to fully cooperate with the Receiver and his counsel in any investigation and/or litigation involving claims to be brought and/or brought by the Receiver, in all respects, including, but not limited to, attending meetings, in person, telephonically, and virtually, with the Receiver and/or his counsel to discuss the SH Enterprise and provide such information and assistance as reasonably requested by the Receiver, testifying at depositions, proceedings, hearings, or trials, with respect to the SH Enterprise, and executing affidavits and/or declarations, as may be requested by the Receiver. Donoff shall act in a truthful and complete manner in connection with his cooperation, and, in accordance with this paragraph, Donoff understands that his obligation of cooperation shall in no way waive Donoff's Fifth Amendment rights. In addition, Donoff shall fully cooperate with the Receiver, without the Receiver having to resort to using court process, such as subpoenas, to compel such cooperation, including producing documents, including financial documents such as bank records, emails, or other records at the Receiver's request. Donoff understands, acknowledges, and agrees that the cooperation that he required to provide pursuant to this Agreement shall not be compensated for, other than as set forth herein, namely the resolution and release of any and all potential claim(s) that may be brought against Donoff – to be clear, Donoff shall not be compensated in cash or any other form of payment for his cooperation pursuant to this Agreement.

7. Notice and communications made under this Agreement shall be provided by email to the respective Parties as follows:

If to Donoff: \_\_\_\_\_  
\_\_\_\_\_

If to Receiver:

Daniel J. Stermer, Receiver  
c/o Berger Singerman, LLP  
201 E. Las Olas Boulevard, Suite 1500  
Fort Lauderdale, FL 33301  
Tel. (954) 525-9900  
Fax (954) 523-2872  
Email: [ggaukroger@bergersingerman.com](mailto:ggaukroger@bergersingerman.com)  
[brich@bergersingerman.com](mailto:brich@bergersingerman.com)

8. Conditions of Enforcement of Agreement: The Court shall enter an order approving this Agreement, and Donoff shall cooperate with the Receiver and his attorneys' efforts to obtain Court approval of this Agreement. The Receiver will file a copy of this Agreement with the financial terms of the settlement redacted with the Court. The Receiver shall provide the Court, under seal, an unredacted version of the Agreement.

9. Financial Disclosures: Within one (1) week of the Effective Date, Donoff shall complete and submit to the Receiver the Financial Disclosure Statement (the "Financial Disclosure Statement") provided to Donoff at or immediately after the Mediation, and provide to the Receiver copies of his federal and state tax returns for 2020, 2021, 2022, and ~~2023~~ <sup>R.D.</sup> 2023, and bank account, investment account, or other financial account records for 2023 through the Effective Date. The Parties acknowledge and agree that the Financial Disclosure Statement provided by Donoff is an important, essential component of this Agreement and a material inducement for the Receiver to enter into this Agreement. The Receiver shall review the Financial Disclosure Statement and should the Receiver in his sole discretion determine that the representations made by Donoff are not accurate, and that Donoff's financials are materially different than his representations regarding his lack of financial wherewithal and ability to pay the amounts demanded by the Receiver, the Receiver shall, in his sole discretion, have the ability to void this Agreement.

10. Mutual General Release. Save for any obligations created by this Agreement Donoff, the Receiver, solely in his capacity as Receiver, 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 Donoff the Receiver, solely in his capacity as Receiver, and/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.

11. 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 Donoff 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 above.

12. Confidentiality. The Parties agree that, other than acknowledging in response to any inquiry the fact that the claims have been settled, the Parties shall not disclose or

R.D. [Signature]

discuss, or cause to disclose or discuss, directly or indirectly, to any person, entity or representative thereof any of the terms of the settlement of the claim(s), any documents received in connection with the claim(s), and/or the facts regarding the claim(s), including, but not limited to the amount of any payment or cooperation made or to be made to the Receiver; provided, however, that nothing contained herein shall preclude the Parties from complying with any lawful subpoena or valid court order, or from making disclosure of the fact and amount of this settlement to its attorneys, accountants, tax advisors, insurers, or immediate family members or subsidiaries as necessary in furtherance of any lawful or legitimate business purpose or in accordance to mandatory disclosure under Chapter 718 and Chapter 720, Florida Statutes or by the Receiver to enforce the terms of the Agreement.

The Parties acknowledge and agree that this confidentiality clause is an important, essential component of this Agreement, and that but for this clause, the Parties would not have resolved the claim(s) or entered into this Agreement. In the event any of the Parties breaches or attempts to breach this confidentiality, the breaching Party acknowledges that it may be liable for other claims and damages.

13. 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 made in the Lawsuit. 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. Donoff 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 or any other matter.

14. Attorneys' Fees and Costs. Each Party shall bear the responsibility for its own attorneys' fees and costs related to the Receiver's Claims against Donoff, the OFR 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

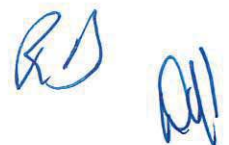
20. Choice of Law and Venue Selection. This Agreement is entered into in the State of Florida and the Agreement, and any rights, remedies, or obligations provided for, or arising out of, this Agreement, shall be construed and enforced in accordance with the laws of the State of Florida, without regard 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.

21. 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.

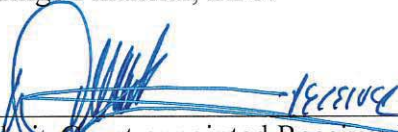
22. Cooperation. The Parties agree to cooperate with one another in the event any bona fide errors or omissions are identified in or related to this Agreement.

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

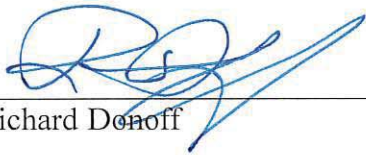
National Senior Insurance, Inc. D/B/A Seeman Holtz, Centurion Insurance Services Group, LLC, Emerald Assets 2018, LLC, Integrity Assets 2016, LLC, Integrity Assets, LLC, Para Longevity 2014-5, LLC, Para Longevity 2015-3, LLC, Para Longevity 2015-5, LLC, Para Longevity 2016-



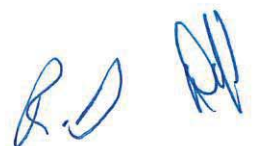
3, LLC, Para Longevity 2016-5, LLC, Para Longevity 2018-3, LLC, Para Longevity 2018-5, LLC, Para Longevity 2019-3, LLC, Para Longevity 2019-5, LLC, Para Longevity 2019-6, LLC, Para Longevity VI, LLC, SH Global, LLC N/K/A Para Longevity V, LLC, Valentino Global Holdings, LLC, Ameritonian Enterprises, 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.

 1/9/18/10/24 2/26/24

By their Court-appointed Receiver Daniel J. Stermer



Richard Donoff



# **EXHIBIT A**





**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: FTBMUS44**

**First Horizon Bank**

**18841 NE 29<sup>th</sup> 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.

# EXHIBIT “        ”

## 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, GRACE HOLDINGS FINANCIAL, LLC,

Plaintiff,

v.

RICHARD DONOFF, an individual,

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,



Initials



Initials

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,  
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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**COMPLAINT**  
**(SUPPLEMENTAL PROCEEDING)**

Receiver Daniel J. Stermer, solely in his capacity as the duly appointed Court-appointed

  
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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,

  
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SEEMAN HOLTZ WEALTH MANAGEMENT, INC., a Florida corporation, AGENCY ACQUISITION FUNDING, LLC, a Delaware limited liability company, AMERICA'S FAVORITE INSURANCE SERVICES LLC, a Delaware limited liability company, and GRACE HOLDINGS FINANCIAL, LLC, a Delaware limited liability company (collectively, the "Consenting Corporate Defendants" or "Receivership Entities"), sues Richard Donoff ("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:

**JURISDICTION, PARTIES, AND VENUE**

1. This Complaint seeks damages against the Defendant for breach of a settlement agreement.
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 Broward County, Florida, 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

  
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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.

7. All conditions precedent to filing this action have been fulfilled, satisfied, waived, or excused.

#### **COUNT I – BREACH OF SETTLEMENT AGREEMENT**

8. Receiver realleges and incorporates the allegations in paragraphs 1-7 as if fully set forth herein.

9. Receiver and Defendant are parties to the Settlement Agreement ("Settlement Agreement") attached hereto as **Exhibit "A."**

10. On the 26th day of March, 2024, Plaintiffs and Defendants entered into the Settlement Agreement.

11. Receiver has fully performed all his obligations under the Settlement Agreement.

12. Defendants have materially breached the Settlement Agreement by:

- a. Failing to make payments to Plaintiffs in accordance with Section(s) 2 or 3 thereof;
- b. Failing to cooperate with the Receiver in accordance with Section(s) 6 thereof.

  
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2. Based on the foregoing material breaches by Defendant, Receiver are entitled to and Defendant has consented to the entry of a judgment against Defendant in the amount of \$796,295.00 as actual liquidated damages.

3. Receiver has retained the undersigned law firm and is obligated to pay it a reasonable fee for its services in this matter. Receiver is entitled to recover its attorneys' fees and costs incurred by Receiver in initiating this action, enforcing the judgment, and any subsequent collection efforts from Defendant under Section 14 of the Settlement Agreement.

WHEREFORE, Plaintiffs respectfully request judgment against Defendants for \$796,295.00, together with attorneys' fees, costs, interest, and order such other and further relief as this court deems just and proper.

Dated: \_\_\_\_\_, 20\_\_

Respectfully submitted,

BERGER SINGERMAN LLP  
*Counsel for Receiver*  
201 E. Las Olas Boulevard, Suite 1500  
Fort Lauderdale, FL 33301  
Tel. (954) 525-9900  
Fax (954) 523-2872

By: /s/ Gavin C. Gaukroger

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[brich@bergersingerman.com](mailto:brich@bergersingerman.com)  
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Florida Bar No. 76489  
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William O. Diab  
Florida Bar No. 1010215  
[wdiab@bergersingerman.com](mailto:wdiab@bergersingerman.com)

  
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# EXHIBIT “      ”

**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, GRACE HOLDINGS FINANCIAL, LLC,

CASE NO. \_\_\_\_\_

Plaintiff,

v.

RICHARD DONOFF, an individual,

Defendant.

\_\_\_\_\_  
STATE OF FLORIDA  
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

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

NATIONAL SENIOR INSURANCE, INC.

  
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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,  
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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**ANSWER, WAIVER OF DEFENSES, AND CONSENT TO JUDGMENT OF  
DEFENDANT, RICHARD DONOFF**

  
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Defendant, Richard Donoff (“Defendant”), files this Answer, Waiver of Defenses, and Consent to Judgment in response to Receiver’s Complaint, and pursuant to the Settlement Agreement entered into between the Defendant and the Receiver on or about March 26, 2024, state:

1. Defendant admits that he is in breach of the Settlement Agreement.
2. Defendant admits to all allegations in the Receiver’s Complaint.
3. Defendant hereby waives all defenses to the Receiver’s Complaint except for matters concerning the calculation of the amount of the Final Judgment as provided for in the Settlement Agreement (*i.e.* prior payments by Defendant to Receiver) and the reasonableness of Receiver’s attorneys’ fees.
4. Defendant consents to the entry of Judgment against him in the amount of \$796,295.00, to be submitted to the Court by the Plaintiffs in the form agreed upon in the Settlement Agreement and attached thereto as Exhibit “A”

WHEREFORE, Defendant, Richard Donoff requests this Court enter judgment for damages in favor of the Receiver and against Defendant, and order such other and further relief as the Court deems just and proper under the circumstances.

Dated: MARCH 26, 2024

**GREENSPOON MARDER, LLP**

Counsel for Richard Donoff  
2255 Glades Road, Suite 400-E  
Boca Raton, FL 3341  
Phone (561) 322-2979

/s/ Rose Schindler Esq.  
Florida Bar No.: 980080  
Rose.schindler@gmlaw.com

  
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# EXHIBIT “        ”

**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, GRACE HOLDINGS FINANCIAL, LLC,

CASE NO. \_\_\_\_\_

Plaintiff,

v.

RICHARD DONOFF, an individual,

Defendant.

\_\_\_\_\_  
STATE OF FLORIDA  
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

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

NATIONAL SENIOR INSURANCE, INC.

  
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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,  
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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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**AGREED FINAL JUDGMENT AGAINST DEFENDANT**

  
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**THIS CAUSE** is before the Court on Plaintiff, 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

  
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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, AMERICA'S FAVORITE INSURANCE SERVICES LLC, a Delaware limited liability company, and GRACE HOLDINGS FINANCIAL, LLC, a Delaware limited liability company ("Receiver"), Motion for Entry of Final Judgment against Defendant, Richard Donoff ("Defendant"), and the Court having considered the motion and the record, it is hereby:

**ORDERED AND ADJUDGED** that Receiver's Motion for Entry of Final Judgment against Defendant, Richard Donoff, is granted, and it is further

**ORDERED AND ADJUDGED** that Final Judgment be entered in favor of Receiver and against Defendant, Richard Donoff, and it is further

**ORDERED AND ADJUDGED** that Receiver shall recover from Defendant, Richard Donoff, the amount of **Seven Hundred Ninety-Six Thousand Two Hundred Ninety-Five Dollars (\$796,295.00), FOR WHICH SUM LET EXECUTION ISSUE FORTHWITH.** The judgment shall bear interest at the rate of 18% per year for all amounts from the date of entry until satisfied, and it is further

**ORDERED AND ADJUDGED** that Plaintiffs are entitled to recover reasonable attorneys' fees and costs pursuant to Section 14 of the Settlement Agreement, and this Court reserves jurisdiction to determine the amount of such award for attorneys' fees and costs in a hearing to take place at a later date, and it is further

**ORDERED AND ADJUDGED** that the Defendant shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments,

  
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and serve it on the Receiver attorney, or the Receiver if the Receiver is not represented by an attorney, within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed. Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant to complete form 1.977, including all required attachments, and serve it on the Receiver's attorney, or the Receiver if the Receivers are not represented by an attorney

The last known address for each Defendant and social security numbers, as applicable, is:

\_\_\_\_\_.

**DONE AND ORDERED** in Palm Beach County, Florida, on \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
[ ]  
CIRCUIT COURT JUDGE

  
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