

**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) IAN BOSSIE**

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) Ian Bossie ("Bossie" 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, following the investigation and analysis by the Receiver, the Receiver sent Bossie a demand letter (the "Demand") alleging that Bossie received monies from one or more of the Consenting Corporate Defendants totaling \$299,608.00 (the "Transfers") during the four year period prior to the Receiver's prior appointment as Corporate Monitor. As set forth in the Demand, the Receiver takes the position that the Transfers were fraudulent transfers and are, therefore, recoverable by the Receiver on behalf of the Receivership Parties.

8. Bossie denies all of the Receiver's claims and allegations, and presented the Receiver with certain defenses regarding the Transfers.

9. 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

10. 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, and have entered into the Settlement Agreement, which resolves to the extent of the releases set forth within the Settlement Agreement, and fully and completely resolve all claims between the Receivership Estate and Bossie. 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 Bossie, upon the terms set forth in the Settlement Agreement and below:<sup>2</sup>

a. Cooperation by Bossie. As consideration for a full and final settlement of all claims against Bossie, the sufficiency of which is acknowledged by the Parties, Bossie 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. Any and all pre-trial meetings or depositions shall be held via Zoom or other videoconference or in person in Naples, Florida. Bossie shall act in a truthful and complete manner in connection with his cooperation, and, in accordance with paragraph 2 of the Settlement Agreement, Bossie understands that his obligation of cooperation shall in no way waive Bossie's Fifth Amendment

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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.

rights. In addition, Bossie 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. Bossie understands, acknowledges, and agrees that the cooperation that he 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 Bossie – to be clear, Bossie shall not be compensated in cash or any other form of payment for his cooperation pursuant to the Settlement Agreement.

b. Default. In the event Bossie defaults under the terms of the Settlement Agreement by failing and/or refusing to fully cooperate with the Receiver as set forth in paragraph 2 of the Settlement Agreement, as determined by the Receiver in his sole discretion, then the Settlement Agreement shall automatically become null and void, and the Receiver shall be entitled to proceed with litigation against Bossie to seek the full amount of the Demand.

c. Tolling. In the event Bossie defaults under the terms of the Settlement Agreement, the Parties agree, acknowledge, and stipulate that the claim(s) that could be brought against Bossie shall not expire during the period in which the Settlement Agreement is in effect. Further, the Parties agree, acknowledge, and stipulate that the time for commencing any lawsuit with respect to the claim(s) that could be brought will be tolled, and the time period for the same be hereby extended for a period of twelve (12) months from the date the Receiver declares a default of the Settlement Agreement (the "Tolled Period"). The Settlement Agreement and the Tolled Period may be extended by written agreement of the Parties. Nothing in the Tolling provision shall extend any limitation period that has already expired at the time of the Effective Date of the Settlement Agreement.

d. Conditions of Enforcement of Settlement Agreement: The Parties agree to seek a Court order approving the Settlement Agreement, and Bossie shall cooperate with the Receiver and his counsel's efforts to obtain Court approval of the Settlement Agreement.

e. Mutual General Release: Save for any obligations created by the Settlement Agreement, Bossie, 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 Bossie 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 Bossie and the Receivership Estates heirs and professionals (collectively, along with the Parties, the "Release Parties," and each, a "Release Party").

f. Reservation of Rights by Receivership Estate. The Parties acknowledge that the Settlement Agreement is a compromise of claims by the Receivership Estate against Bossie 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 section 6 of the Settlement Agreement.

g. No Admission. The Parties agree that the Settlement Agreement 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 Demand. The Settlement Agreement 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. Bossie 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.

h. Attorneys' Fees and Costs. Each Party shall bear the responsibility for its own attorneys' fees and costs related to the Receiver's claims against Bossie, the OFC 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.

11. 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.

12. Specifically, as set forth in the Settlement Agreement, Bossie agrees to fully cooperate with the Receiver and his counsel in any investigation and/or litigation involving claims to be brought by the Receiver.

13. 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**

14. 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 Bossie, and will benefit creditors of this receivership. While the Receiver believes that the receivership's claims against Bossie are meritorious, the probability of success cannot be gauged with certainty at this stage and material risk exists, as Bossie has asserted certain defenses in response to the Receiver's demand. Further, Bossie provided the Receiver with a sworn financial statement providing an in depth review of his current finances.

15. The Receiver undertook a detailed analysis of all payments made to Bossie. 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 Bossie. The Receiver then undertook pre-suit settlement discussions with counsel for Bossie wherein each side provided further detailed analysis of their respective positions, claims, defenses, and financial position. After thorough analysis and back-and-forth with Bossie, the settlement, as set forth in the Settlement Agreement, was reached.

16. 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: May 1, 2024

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By: /s/ Brian G. Rich

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### **CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on May 1, 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

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## SERVICE LIST

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**EXHIBIT 1**

**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,  
MARSHAL SEEMAN,  
CENTURION INSURANCE SERVICES GROUP, LLC,  
BRIAN J. SCHWARTZ,  
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CENTURION ISG Holdings II, LLC,  
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CENTURION FUNDING SPV I LLC,  
CENTURION FUNDING SPV II LLC,  
GRACE HOLDINGS FINANCIAL, LLC,  
PRIME SHORT TERM CREDIT INC.,

Defendants.

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

Relief Defendants.

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

**THIS MATTER** came before the Court on \_\_\_\_\_, 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) Ian Bossie* (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 Ian Bossie ("Bossie" 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 Ian Bossie, 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 Agreement, and the Court retains jurisdiction to enforce the terms thereof.

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

**DONE AND ORDERED** in Chambers at West Palm Beach, Florida this \_\_\_\_\_ day of

\_\_\_\_\_, 2024.

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BRADLEY HARPER  
CIRCUIT COURT JUDGE

Copies to: Counsel of Record and Corporate Monitor

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**EXHIBIT 2**

**SETTLEMENT AGREEMENT**

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is effective and ratified as of March 30<sup>th</sup> 2024 ("Effective Date") by and among (i) Daniel J. Stermer, not individually but solely as Receiver (the "Receiver" or "Corporate Monitor")<sup>1</sup> for National Senior Insurance, Inc. d/b/a Seeman Holtz and certain other related corporate entities (collectively, the "Receivership Parties" or the "Consenting Corporate Defendants")<sup>2</sup> (the "Receiver," together with Receivership Parties, the "Receivership Estate") and (ii) Ian Bossie, an individual ("Bossie"), and, together with the Receiver and the Receivership Parties, collectively, the "Parties").

### RECITALS

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

**WHEREAS**, Bossie 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, their affiliates and officers, 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 OFC Complaint shall herein be referred to as the ("SH Enterprise").

**WHEREAS**, on September 10, 2021, OFR filed a *Consent Motion for Appointment of Corporate Monitor* (the "Consent Motion"), seeking, *inter alia*, the appointment of Daniel J. Stermer, as the Corporate Monitor for the property, assets, and businesses of the initial twenty-

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

<sup>2</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

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seven Consenting Corporate Defendants, as well as a temporary injunction against the twenty-seven Consenting Corporate Defendants and Seeman and Holtz, (the "Consenting Individual Defendants").

**WHEREAS**, on September 14, 2021, the Court entered an *Agreed Order Granting Plaintiff's Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief* (the "September 14, 2021 Order"), thereby approving and appointing, *inter alia*, Daniel J. Stermer as the Corporate Monitor for the initial twenty-seven Consenting Corporate Defendants and their affiliates, subsidiaries, successors, and assigns, until further Order of the Court.

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

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

**WHEREAS**, On May 12, 2023, the Court entered the *Order Appointing Receiver* (the "Receivership Order"), which provided 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 July 28, 2023, following the investigation and analysis by the Receiver, the Receiver made written demand (the "Demand") upon Bossie alleging that Bossie received monies from one or more of the Consenting Corporate Defendants totaling \$299,608.00 (the "Transfers"), during the four year period prior to Daniel J. Stermer's appointment as Corporate Monitor.

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

**WHEREAS**, 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.

**WHEREAS**, Bossie presented the Receiver with certain defenses regarding the Transfers.

**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

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Enterprise to the extent of the releases set forth within this Agreement, and fully and completely resolve all claims between the Receivership Estate and Bossie.

**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 Parties agree as follows:

1. Recitals. The above recitals are true and correct and are an integral and essential part of this Agreement.

2. Cooperation by Bossie. As consideration for a full and final settlement of all claims against Bossie, the sufficiency of which is acknowledged by the Parties, Bossie 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. Any and all pre-trial meetings or depositions shall be held via Zoom or other videoconference or in person in Naples, Florida. Bossie shall act in a truthful and complete manner in connection with his cooperation, and, in accordance with this paragraph, Bossie understands that his obligation of cooperation shall in no way waive Bossie's Fifth Amendment rights. In addition, Bossie 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. Bossie 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 Bossie – to be clear, Bossie shall not be compensated in cash or any other form of payment for his cooperation pursuant to this Agreement.

3. Default. In the event Bossie defaults under the terms of this Agreement by failing and/or refusing to fully cooperate with the Receiver as set forth in the preceding paragraph, as determined by the Receiver in his sole discretion, then this Agreement shall automatically become null and void, and the Receiver shall be entitled to proceed with litigation against Bossie to seek the full amount of the Demand.

4. Tolling. In the event Bossie defaults under the terms of this Agreement, the Parties agree, acknowledge, and stipulate that the claim(s) that could be brought against Bossie shall not expire during the period in which this Agreement is in effect. Further, the Parties agree, acknowledge, and stipulate that the time for commencing any lawsuit with respect to the claim(s) that could be brought will be tolled, and the time period for the same be hereby extended for a period of twelve (12) months from the date the Receiver declares a default of this Agreement (the "Tolled Period"). This Agreement and the Tolled Period may be extended by written agreement of the Parties. Nothing in this Tolling provision shall extend any limitation period that has already expired at the time of the Effective Date of this Agreement.

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5. Conditions of Enforcement of Agreement: The Parties agree to seek a Court order approving this Agreement, and Bossie shall cooperate with the Receiver and his counsel's efforts to obtain Court approval of this Agreement.

6. Mutual General Release. Save for any obligations created by this Agreement, Bossie, 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 Bossie 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 Bossie and the Receivership Estates heirs and professionals (collectively, along with the Parties, the "Release Parties," and each, a "Release Party").

7. Reservation of Rights by Receivership Estate. The Parties acknowledge that this Agreement is a compromise of claims by the Receivership Estate against Bossie only. Accordingly, the Receivership Estate reserves all rights and remedies it may have against any other person or entity not specifically identified as a Release Party under or within the Mutual General Release in Section 6 above.

8. No Admission. The Parties agree that this Agreement 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 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. Bossie 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.

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 Bossie, 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. 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.

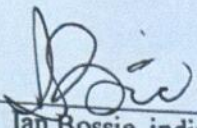
16. Severability. In the event any provision, or part thereof, of this Agreement is found to be invalid or unenforceable, that provision, or part thereof, shall be deemed to be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this 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.

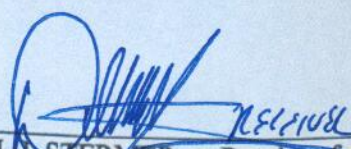
17. Cooperation. The Parties agree to cooperate with one another in the event any bona fide errors or omissions are identified in or related to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]



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

By:   
Ian Bossie, individually

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

Dated: MARCH 30<sup>th</sup>, 2024

Dated: APRIL 30, 2024

