

**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,

vs.

CASE NO.: 50-2021-CA-008718

NATIONAL SENIOR INSURANCE, INC.
D/B/A SEEMAN HOLTZ, et. al.,

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.

**DEFENDANT PRIME SHORT TERM CREDIT, INC.'S
ANSWER AND DEFENSES**

Defendant Prime Short Term Credit, Inc. files this Answer and Defenses in response to Plaintiff's Complaint filed July 12, 2021, and states as follows:

ANSWER

1. The nature of this action is admitted; its merits are denied as to Defendant. Otherwise without knowledge, therefore denied.
2. Without knowledge, therefore denied.
3. Without knowledge, therefore denied.
4. Without knowledge, therefore denied.
5. Without knowledge, therefore denied.

6. Without knowledge, therefore denied.
7. Without knowledge, therefore denied.
8. The nature of this action is admitted; its merits are denied as to Defendant.
9. Admitted that the referenced statute speaks for itself. Otherwise without knowledge, therefore denied.
10. Admitted that the referenced statute speaks for itself. Otherwise without knowledge, therefore denied.
11. Admitted that the referenced statute speaks for itself. Otherwise without knowledge, therefore denied.
12. Admitted that this Court has subject matter jurisdiction over this action.
13. Admitted that venue is proper in this Court. Otherwise without knowledge, therefore denied.
14. Admitted that venue is proper in this Court. Otherwise without knowledge, therefore denied.
15. Admitted.
16. Without knowledge, therefore denied.
17. Without knowledge, therefore denied.
18. Without knowledge, therefore denied.
19. Without knowledge, therefore denied.
20. Without knowledge, therefore denied.
21. Without knowledge, therefore denied.
22. Without knowledge, therefore denied.
23. Without knowledge, therefore denied.

24. Without knowledge, therefore denied.
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34. Without knowledge, therefore denied.
35. Without knowledge, therefore denied.
36. Without knowledge, therefore denied.
37. Without knowledge, therefore denied.
38. Without knowledge, therefore denied.
39. Admitted as to Defendant's places of business. Otherwise denied.
40. Without knowledge, therefore denied.
41. Without knowledge, therefore denied.
42. Without knowledge, therefore denied.
43. Without knowledge, therefore denied.
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108. Without knowledge, therefore denied.
109. Without knowledge, therefore denied.
110. Without knowledge, therefore denied.
111. Without knowledge, therefore denied.
112. Without knowledge, therefore denied.
113. Without knowledge, therefore denied.
114. Denied to the extent the referenced website was focused on Prime Short Term Credit Fund LP, an entity separate from the Defendant. Otherwise admitted.

115. Denied to the extent the referenced materials relate to Prime Short Term Credit Fund LP, an entity separate from the Defendant. Admitted that the referenced materials speak for themselves; any characterization that differs from those materials is denied.
116. Denied to the extent the referenced materials relate to Prime Short Term Credit Fund LP, an entity separate from the Defendant. Admitted that the referenced materials speak for themselves; any characterization that differs from those materials is denied.
117. Without knowledge, therefore denied.
118. Admitted that the referenced documents speak for themselves; any characterization that differs from those materials is denied. Otherwise without knowledge, therefore denied.
119. Admitted that certain agents were paid referral fees for referring prospects to Defendant. Denied that anyone other than an officer of Defendant was allowed to participate in the sales process (as opposed to referring prospects). Denied that PPE sales agents were acting as agents of Defendant. Otherwise without knowledge, therefore denied.
120. Admitted that Defendant made investments in the SH Enterprise. Otherwise denied.
121. Without knowledge as to the referenced representations. Otherwise denied.
122. Denied.
123. Denied that Defendant failed to inform investors. Admitted that Burgess made the referenced statement; denied that it was false.
124. Denied.
125. Denied.
126. Denied.
127. Denied.
128. Denied.

129. Without knowledge, therefore denied.
130. Without knowledge, therefore denied.
131. Without knowledge, therefore denied.
132. Defendant's responses to paragraphs 1-131 are incorporated by reference.
- 133-173. These counts are not pled against Defendant therefore no response is required. To the extent any allegation could be construed otherwise, denied.
174. Defendant's responses to paragraphs 1-131 are incorporated by reference.
175. Admitted that the referenced statute speaks for itself. Otherwise denied.
176. Denied that the offer or sale of PSTC stock by Defendant was in any way unlawful.
177. Denied.
178. Denied.
179. Defendant's responses to paragraphs 1-131 are incorporated by reference.
180. Admitted that the referenced statute speaks for itself. Otherwise denied.
181. Denied that the offering or sale of stock by Defendant in Florida was in any way unlawful.
182. Denied.
183. Denied.
184. Defendant's responses to paragraphs 1-131 are incorporated by reference.
185. Denied.
186. Admitted that the referenced statute speaks for itself. Otherwise denied.
187. Denied.
188. Denied.
189. Denied.
190. Defendant's responses to paragraphs 1-131 are incorporated by reference.

191. Admitted that the referenced statute speaks for itself. Otherwise denied.
192. Denied.
193. Denied.
194. Denied.
195. Defendant's responses to paragraphs 1-131 are incorporated by reference.
196. Admitted that the referenced statute speaks for itself. Otherwise denied.
197. Denied that Plaintiff is entitled to such relief as to Defendant.
198. Denied as to Defendant.
199. Denied as to Defendant.
200. Defendant's responses to paragraphs 1-131 are incorporated by reference.
201. Admitted that the referenced statute speaks for itself. Otherwise denied.
202. Denied that Plaintiff is entitled to such relief as to Defendant.
203. Defendant's responses to paragraphs 1-131 are incorporated by reference.
204. Denied that Plaintiff is entitled to such relief as to Defendant.
205. Admitted that the referenced statute speaks for itself. Otherwise denied.
206. Denied that Plaintiff is entitled to such relief as to Defendant.
207. Defendant's responses to paragraphs 1-131 are incorporated by reference.
208. Admitted that the referenced statute speaks for itself. Otherwise denied.
209. Denied.
210. Denied.
211. Denied.
212. Denied.
213. Without knowledge, therefore denied.

214. Denied.

215. Denied that Plaintiff is entitled to such relief as to Defendant.

216. Denied that Plaintiff is entitled to such relief as to Defendant.

WHEREFORE, Defendant Prime Short Term Credit, Inc. demands that judgment be entered in its favor and against Plaintiff, that Plaintiff take nothing by way of this action, that Defendant be awarded its costs and reasonable attorneys' fees, together with any other or different relief that this Court deems just.

DEFENSES

Defendant pleads the following defenses as required by law. Defendant does not assume the burden of proof on any defense except where it is required to do so as a matter of law. Defendant reserves the right to change these defenses as discovery progresses.

217. Defendant denies each and every allegation above except where the allegation is specifically admitted.

218. Defendant is unaware whether the other Defendants were operating a fraudulent enterprise as alleged in the Complaint. To the extent they were, Defendant is a victim of those activities as it has invested millions of dollars in the SH Enterprises.

219. The offering or sale of Defendant's stock in Florida was exempt from registration and therefore not unlawful.

220. To the extent other defendants (or their employees or agents) referred customers to Defendant, they did that of their own accord and not as agents of Defendant.

Dated: October 7, 2021

/s/ David L. Luikart III

David L. Luikart III (FBN: 021079)
dave.luikart@hwhlaw.com
michelle.armstrong@hwhlaw.com
HILL, WARD & HENDERSON, P.A.
101 East Kennedy Boulevard, Suite 3700
Tampa, Florida 33602
Tel: (813) 221-3900
Fax: (813) 221-2900

Attorneys for Prime Short Term Credit, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on October 7, 2021, a true and correct copy of the foregoing was filed electronically via the Court's electronic filing system that will serve a copy upon all counsel of record.

/s/ David L. Luikart III

Attorney