

**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-XXXX-MB

NATIONAL SENIOR INSURANCE, INC.

D/B/A SEEMAN HOLTZ, *et al.*,

Defendants.

_____ /

**RELIEF DEFENDANT SEEMAN HOLTZ
PROPERTY AND CASUALTY, LLC'S ANSWER TO COMPLAINT**

Relief Defendant SEEMAN HOLTZ PROPERTY AND CASUALTY, LLC, formerly known as Seeman Holtz Property and Casualty, Inc. (“Relief Defendant” or “SHPC LLC”), by and through undersigned counsel, respectfully submits its answer to the complaint filed by State of Florida, Office of Financial Regulation (“OFR”) on July 12, 2021 (the “Complaint”). Specifically, SHPC LLC answers as follows:

1. SHPC LLC denies, or denies knowledge or information sufficient to form a belief as to the truth of, the allegations in paragraphs 1 through 216 of the Complaint, except as follows.
 - a. SHPC LLC admits the allegation in Paragraph 3 that certain equity interests were foreclosed upon in June 2021 as a result of collection efforts by the creditors of Relief Defendant SHPC Holdings I LLC.
 - b. SHPC LLC admits the allegation in Paragraph 40 that it is a Delaware entity which was purportedly converted to a Limited Liability Company, that it operated from

offices located at 301 East Yamato Road, Boca Raton, Florida, and that it is or was in the business of buying and managing insurance agencies. SHPC LLC denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 40.

- c. SHPC LLC denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 76, except SHPC LLC states that it is owed funds by the Defendants in this action and the entities in, or sought to be included in, the monitorship in this action.
- d. SHPC LLC admits the allegation in Paragraph 79 that shares of SHPC LLC were pledged by SHPC Holdings I LLC to secure a credit facility and were identified as such by a fund creditor. SHPC LLC denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 79.
- e. SHPC LLC states, as to the allegation in Paragraph 213, that it is owed funds by the Defendants in this action and the entities in, or sought to be included in, the monitorship in this action.
- f. SHPC LLC states, as to the allegation in Paragraph 214, that it is owed funds by the Defendants in this action and the entities in, or sought to be included in, the monitorship in this action.
- g. SHPC LLC states, as to the allegation in Paragraph K of Plaintiff's Prayer for Relief, that it is owed funds by the Defendants in this action and the entities in, or sought to be included in, the monitorship in this action.

DEFENSES AND AFFIRMATIVE DEFENSES

SHPC LLC asserts the following defenses and/or affirmative defenses set forth below. SHPC LLC expressly reserves the right to modify, amend, and/or supplement its defenses and/or affirmative defenses. By setting forth the below defenses and/or affirmative defenses, SHPC LLC does not accept or assume any burden beyond those strictly imposed by law.

FAILURE TO STATE A CAUSE OF ACTION

SHPC LLC states that, as to Relief Defendant SHPC LLC, the Complaint fails to state a claim as to which relief can be granted. Specifically, SHPC LLC states that there is no basis in law or equity to compel a Relief Defendant such as SHPC LLC to disgorge funds received as part of ordinary course business transactions, or to pay a debt on terms other than by the terms negotiated.

FAILURE TO JOIN AN INDISPENSABLE PARTY

SHPC LLC states that parties not named herein may be indispensable parties to this action.

STATUTE OF LIMITATIONS

SHPC LLC states that all or part of the claim(s) asserted and/or relief requested against it are barred by the statutes of limitations set forth in Fla. Stat. § 95.11(4)(e) (to the extent the acts or omissions complained of occurred prior to July 12, 2019) and/or Fla. Stat. § 95.11(3)(p) (to the extent the acts or omissions complained of occurred prior to July 12, 2017), as applicable.

LACK OF CAUSATION

SHPC LLC states that any liability it may have to Plaintiff is the proximate result of the actions of other Defendants and, as a result, Plaintiff cannot establish SHPC LLC's causation of the alleged violations and/or injuries described in the Complaint.

COMPARATIVE FAULT

SHPC LLC states that any liability it may have to Plaintiff must be reduced by the share of fault attributable to other Defendants and/or Relief Defendants.

CONTRIBUTION AND INDEMNITY

SHPC LLC states that any liability it may have to Plaintiff is subject to contribution and/or common law and/or contractual indemnity from the other Defendants and/or Relief Defendants.

SETOFF

SHPC LLC states that it is owed funds by the Defendants in this action and the entities in, or sought to be included in, the monitorship in this action, and therefore any claimed amounts payable by SHPC LLC to Defendants or entities within, or sought to be included in, the monitorship must be set off against amounts due and owing to SHPC LLC from those entities.

EQUITABLE DEFENSES

SHPC LLC states that the claims set forth in the Complaint are barred in whole or in part by laches, equitable estoppel, waiver, or other related equitable doctrines.

INCORPORATION BY REFERENCE

SHPC LLC hereby incorporates by reference and reserves the right to assert any defense or affirmative defense raised by any other Defendant or Relief Defendant in this action.

WHEREFORE, Relief Defendant SEEMAN HOLTZ PROPERTY AND CASUALTY, LLC, respectfully requests that this Court enter judgment in its favor and against Plaintiff, dismissing the complaint, and for such other and further relief as the Court deems appropriate in the circumstances, together with an award of attorney's fees and costs.

Dated: January 4, 2022
Miami, Florida

Respectfully submitted,

KOBRE & KIM LLP

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Counsel for Relief Defendant SHPC LLC

CERTIFICATE OF SERVICE

I hereby certify that on January 4, 2022, 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.

By: /s/ Andrew C. Lourie

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