

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

CIVIL DIVISION

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

STATE OF FLORIDA,  
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

NATIONAL SENIOR INSURANCE, INC.  
(d/b/a Seeman Holtz); *et al*,

Defendants.

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**ANSWER, DEFENSES AND AFFIRMATIVE DEFENSES  
AND AVOIDANCES OF DEFENDANTS  
MARSHAL SEEMAN, ET AL. AND DEMAND FOR JURY TRIAL**

Defendants, MARSHAL SEEMAN, NATIONAL SENIOR INSURANCE, INC. D/B/A SEEMAN HOLTZ, 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, SEEMAN-HOLTZ CONSULTING CORP., CENTURION INSURANCE SERVICES GROUP, LLC, 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, and CENTURION FUNDING SPV II LLC (collectively

referred to herein as “Defendant” or “Defendants”), by and through undersigned counsel, hereby ANSWER and state DEFENSES and AFFIRMATIVE DEFENSES and AVOIDANCES to the Complaint filed in this action, and DEMAND FOR JURY TRIAL; and state the following:

### ANSWER

1. The nature of this action is admitted; its merits are denied. Any allegation or reference in the Complaint to the existence, operation, or activities of any alleged “SH Enterprise” or use of the term “Ponzi” or “Ponzi-like” in connection with any other word or allegation in the Complaint is specifically denied. Any allegation in the Complaint made “on information and belief” is denied. Otherwise denied.
2. Denied. Paragraph 1 of this Answer is incorporated by reference.
3. Admitted 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. Otherwise denied. Paragraph 1 of this Answer is incorporated by reference.
4. Denied. Paragraph 1 of this Answer is incorporated by reference.
5. Denied. Paragraph 1 of this Answer is incorporated by reference.
6. Admitted only that any securities involved in this case were not registered because they were federal covered securities or otherwise exempt securities or issued in exempt transactions. Otherwise denied. Paragraph 1 of this Answer is incorporated by reference.
7. Denied. Paragraph 1 of this Answer is incorporated by reference.
8. Denied as a conclusion of law.
9. The nature of this action is admitted; its merits are denied as to Defendants.
10. Admitted that the referenced statute speaks for itself. Denied that such statute applies to this matter.

11. Admitted that the referenced statute speaks for itself. Otherwise denied.
12. Admitted that the referenced statute and constitutional reference speak for themselves. Otherwise denied that such provisions apply to this matter.
13. Admitted that this Court has subject matter jurisdiction over this action.
14. Admitted that venue is proper in this Court. Otherwise denied.
15. Admitted.
16. Denied that there is any SH Enterprise. Paragraph 1 of this Answer is incorporated by reference.
17. Admitted.
18. Admitted.
19. Without knowledge, therefore denied.
20. Admitted.
21. Denied as stated. Paragraph 1 of this Answer is incorporated by reference. .
22. Admitted.
23. Admitted.
24. Denied as stated. Paragraph 1 of this Answer is incorporated by reference.
25. Admitted that Seeman and Holtz owned interests in the named entities. Paragraph 1 of this Answer is incorporated by reference.
26. Admitted that Seeman held a controlling interest in Valentino. Paragraph 1 of this Answer is incorporated by reference. Otherwise denied.
27. Admitted that Holtz held a controlling interest in Altrai. Paragraph 1 of this Answer is incorporated by reference.
28. Admitted in part. Paragraph 1 of this Answer is incorporated by reference.

29. Admitted that Seeman and Holtz were owners and officers of SH Consulting. Paragraph 1 of this Answer is incorporated by reference.
30. Admitted in part. Paragraph 1 of this Answer is incorporated by reference.
31. Admitted in part. Paragraph 1 of this Answer is incorporated by reference.
32. Admitted in part. Paragraph 1 of this Answer is incorporated by reference.
33. Admitted in part. Paragraph 1 of this Answer is incorporated by reference.
34. Admitted in part. Paragraph 1 of this Answer is incorporated by reference.
35. Admitted in part. Paragraph 1 of this Answer is incorporated by reference.
36. Admitted in part. Paragraph 1 of this Answer is incorporated by reference.
37. Admitted.
38. Admitted in part. Allegations of agency are conclusions of law and denied. Paragraph 1 of this Answer is incorporated by reference.
39. Admitted as to Defendant's places of business. Otherwise denied.
40. Admitted.
41. Admitted.
42. Admitted.
43. Admitted.
44. Admitted that Seeman and Holtz were in the principal business of selling life insurance and other insurance products through National Senior Insurance, from offices in Boca Raton, Florida. Otherwise denied as stated.
45. Admitted that since 2011, Seeman and Holtz as president and vice president of National Senior Insurance respectively, and as its 100% owners, have managed and controlled National Senior Insurance and its sales agents; and Seeman and Holtz were each authorized signatories on

National Senior Insurance's bank accounts, and most checks were issued utilizing Seeman's name as the signatory. Otherwise denied. Paragraph 1 of this Answer is incorporated by reference.

46. Admitted in part that: Holtz interacted extensively with the sales agents; Seeman attended some quarterly sales meetings; certain complaints and alternative repayment schedules were negotiated by Schwartz, although promised repayments are in various stages of default. Otherwise denied.
47. Denied as stated. Paragraph 1 of this Answer is incorporated by reference.
48. Admitted that Defendant Centurion, an Ohio LLC, was initially managed by Schwartz from offices in Ohio; Defendant PPEs later loaned funds directly to Centurion; Schwartz served as president and chief executive officer of Centurion; Schwartz was the sole signatory on Centurion's bank accounts. Otherwise denied.
49. Admitted.
50. Denied as stated. Paragraph 1 of this Answer is incorporated by reference.
51. Denied as stated.
52. Denied that “SH&S raised funds for this purpose through a series of PPEs. . . . A new PPE was typically formed near the time of, or following the closing of an earlier PPE's note offering.” Paragraph 1 of this Answer is incorporated by reference.
53. Denied as stated.
54. Admitted that in “February 2015, Schwartz moved from Ohio to Florida and worked from the SH Enterprise's Boca Raton offices.” Admitted that “While Schwartz was the president and chief executive officer of Centurion, Schwartz's salary was at times” advanced by National Senior Insurance pursuant to arrangements among the parties. Otherwise denied. Paragraph 1

of this Answer is incorporated by reference.

55. Denied.
56. Admitted.
57. Denied that there were “investors.” Otherwise admitted.
58. Admitted that “Each PPE also charged a management fee ranging from 1% to 10% on gross proceeds of the sale of the PPE's notes. Defendant SH Consulting was the entity through which these fees were typically collected, rather than by direct payments from the PPE to the PPE's managing member.” Otherwise denied. Paragraph 1 of this Answer is incorporated by reference.
59. Admitted.
60. Admitted.
61. Denied as stated.
62. Denied as stated.
63. Admitted that “National Senior Insurance was not registered with the OFR as a securities dealer.” The remainder of the allegation consists of conclusions of law and is denied as stated.
64. Admitted.
65. Admitted that some agents introduced investors to PPE offerings, provided PPMs and other related documents, answered investor questions, etc.” Denied that all agents engaged in all activities listed in the allegation or violated Florida law. Otherwise denied.
66. Admitted that some agents “reported” to Holtz. Otherwise denied. Paragraph 1 of this Answer is incorporated by reference.
67. Admitted that some agents were paid compensation by National Senior Insurance. Otherwise denied.

68. Denied. Paragraph 1 of this Answer is incorporated by reference.
69. Denied as a conclusion of law.
70. Denied. Paragraph 1 of this Answer is incorporated by reference. Otherwise denied.
71. Denied as a conclusion of law.
72. Admitted that “Centurion's Certified Public Accountant issued an opinion for Centurion” in 2016. Otherwise denied.
73. Admitted that Centurion recognized revenue from the increased value of its life settlement portfolio. Otherwise denied.
74. Admitted that PPMs were used to offer and sell notes. Otherwise denied.
75. Denied.
76. Admitted that “In or about 2015, Seeman and Holtz organized Relief Defendant SHPC LLC, which was formed for the purpose of purchasing insurance agencies. SHPC LLC was principally funded over time by more than \$150 million in loans received from a hedge fund.” Otherwise denied.
77. Admitted that certain PPMs disclosed that “Centurion would receive investor funds in the form of loans from the PPEs which would be "secured" by Centurion's assets.” Otherwise denied. Paragraph 1 of this Answer is incorporated by reference.
78. Denied. Without knowledge of OFR’s discoveries.
79. Admitted that “shares of SHPC LLC were pledged by SHPC Holdings to secure a credit facility for SHPC LLC, and such were identified in a UCC-1 filing by a hedge fund creditor; and . . . purported pledges of shares by SHPC Holdings to Centurion may exist.” Otherwise denied.
80. Denied.
81. Denied.

82. Denied.
83. Denied.
84. Denied.
85. Admitted that certain PPE notes were represented as secured. Defendant is without knowledge of any document warranting the exclusive method or priority of securitization and thus the allegations and intended inferences are denied as conclusions of law. Paragraph 1 of this Answer is incorporated by reference.
86. Admitted.
87. Denied as a conclusion of law. Admitted that perfection under Florida law may occur other than through "UCC filings."
88. Without knowledge of which PPMs are referred to in this paragraph, and thus denied. Admitted that some persons entered a Collateral Agency Agreement with Coral Gables Title.
89. Denied as a conclusion of law. Paragraph 1 of this Answer is incorporated by reference.
90. Without knowledge, therefore denied. Further denied as a conclusion of law. Paragraph 1 of this Answer is incorporated by reference.
91. Without knowledge, therefore denied. Paragraph 1 of this Answer is incorporated by reference.
92. Without knowledge, therefore denied.
93. Without knowledge, therefore denied.
94. Without knowledge, therefore denied.
95. Denied. Paragraph 1 of this Answer is incorporated by reference.
96. Denied as a conclusion of law.
97. Denied.
98. Admitted.



99. Denied. Paragraph 1 of this Answer is incorporated by reference.
100. Admitted that Grace Holdings (“Grace”) was formed by Mahalic. Otherwise denied and also denied as a conclusion of law. Paragraph 1 of this Answer is incorporated by reference.
101. Without knowledge, and therefore Denied. Paragraph 1 of this Answer is incorporated by reference.
102. Admitted only that Grace Holdings purportedly received preferred unit securities from Centurion for approximately \$25 million. As to the remainder of the allegation, without knowledge, therefore denied with respect to first and second sentence. Denied as worded with respect to the third sentence. Paragraph 1 of this Answer is incorporated by reference.
103. First sentence, second sentence, third sentence: without knowledge, therefore denied.
104. Without knowledge, therefore denied.
105. Without knowledge, therefore denied.
106. Without knowledge, therefore denied. The documents referred to in this paragraph speak for themselves.
107. Without knowledge, therefore denied.
108. Denied. Paragraph 1 of this Answer is incorporated by reference.
109. Denied. Paragraph 1 of this Answer is incorporated by reference.
110. Denied.
111. Without knowledge, therefore denied.
112. First sentence Denied. Second sentence, without knowledge, documents speak for themselves. Third sentence, denied.
113. 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 persons were paid referral fees for referring prospects to Defendant. Denied that anyone other than an officer of the subject 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. Otherwise denied. Paragraph 1 of this Answer is incorporated by reference.
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. Paragraph 1 of this Answer is incorporated by reference.
124. Denied.
125. Denied. Paragraph 1 of this Answer is incorporated by reference.
126. Denied. Paragraph 1 of this Answer is incorporated by reference.

127. Denied.
128. Denied.
129. Denied. “Within the jurisdiction of the OFR” is a conclusion of law and is denied.
130. Denied. “Within the jurisdiction of the OFR” is a conclusion of law and is denied.
131. Denied. “Within the jurisdiction of the OFR” and “affiliated entities” are conclusions of law and are denied.
132. Defendant’s responses to paragraphs 1-131 are incorporated by reference.
133. Admitted that the statute speaks for itself. Otherwise denied.
134. Denied.
135. Denied.
136. Denied.
137. Defendant’s responses to paragraphs 1-131 are incorporated by reference.
138. Admitted that the referenced statute speaks for itself. Otherwise denied.
139. Denied that Defendant’s actions in Florida were in any way unlawful.
140. Denied.
141. Denied.
142. Defendant’s responses to paragraphs 1-131 are incorporated by reference.
143. Admitted that the referenced statute speaks for itself. Otherwise denied.
144. Denied.
145. Denied that Defendant’s actions in Florida were in any way unlawful.
146. Denied.
147. Defendant’s responses to paragraphs 1-131 are incorporated by reference.
148. Denied.

149. Admitted that the referenced statute speaks for itself. Otherwise denied
150. Denied.
151. Denied.
152. Denied.
153. Defendant's responses to paragraphs 1-131 are incorporated by reference.
154. Admitted that the referenced statute speaks for itself. Otherwise denied.
155. Denied that Defendant's actions in Florida were in any way unlawful. Otherwise denied.
156. Denied as to Defendant.
157. Denied.
158. Defendant's responses to paragraphs 1-131 are incorporated by reference.
159. Admitted that the referenced statute speaks for itself. Otherwise denied.
160. Denied that Defendant's actions in Florida were in any way unlawful. Otherwise denied.
161. Denied.
162. Denied.
163. Defendant's responses to paragraphs 1-131 are incorporated by reference.
164. Admitted that the referenced statute speaks for itself. Otherwise denied.
165. Denied that Defendant's actions in Florida were in any way unlawful. Otherwise denied.
166. Denied.
167. Denied.
168. Defendant's responses to paragraphs 1-131 are incorporated by reference.
169. Denied.
170. Admitted that the referenced statute speaks for itself. Otherwise denied.
171. Denied that Defendant's actions in Florida were in any way unlawful. Otherwise denied.

172. Denied.
173. 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 Defendant's actions in Florida were in any way unlawful. Otherwise denied.
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 Defendant's actions in Florida were in any way unlawful. Otherwise denied.
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 that Defendant's actions in Florida were in any way unlawful. Otherwise 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 that Defendant's actions in Florida were in any way unlawful. Otherwise 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 Defendant's actions in Florida were in any way unlawful. Otherwise denied and plaintiff is not entitled to the relief requested.
198. Denied.
199. Denied.
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 Defendant's actions in Florida were in any way unlawful. Otherwise denied and denied that Plaintiff is entitled to such relief.
203. Defendant's responses to paragraphs 1-131 are incorporated by reference.
204. Denied.
205. Admitted that the referenced statute speaks for itself. Otherwise denied.
206. Denied that Defendant's actions in Florida were in any way unlawful. Otherwise denied.
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 that Defendant's actions in Florida were in any way unlawful. Otherwise denied.
210. Denied.
211. Denied.
212. Denied.
213. Denied.
214. Denied, and specifically denied that Defendants received "ill-gotten gains, misappropriations, and unjust enrichments."

215. Denied that Plaintiff is entitled to any such relief

216. Denied that Plaintiff is entitled to any such relief.

**WHEREFORE**, Defendant 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.

### **AFFIRMATIVE DEFENSES AND AVOIDANCES**

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.

- I. Defendant denies each and every allegation above except where the allegation is specifically admitted.
- II. Defendants lacked the requisite degree of scienter or mental state that is necessary under the circumstances for them to be held liable for any intent-based securities law violations.
- III. The alleged offer or sale Defendants' notes in Florida was exempt from registration as an exempt security or part of an exempt transaction, or federal covered securities, and therefore not unlawful. To the extent that the Plaintiff claims that a de minimis number of non-accredited investors invested, the Defendants complied with the Rule 506(b) safe harbor wherein an unlimited amount of money can be raised to an unlimited number of accredited investors and not more than 35 non-accredited investors.
- IV. The Defendants relied in good faith upon the advice of counsel.
- V. There are no primary securities law violations, therefore certain of the individual Defendants cannot be held secondarily liable. No secondary theories of liability are applicable. For example, the individual Defendants acted in good faith and did not directly

or indirectly induce the act or acts constituting the alleged securities law violation. The individual Defendants were not aware of any alleged securities fraud and, in the exercise of reasonable care, could not have known of any underlying alleged securities fraud. To the contrary, the Defendants relied, in good faith, upon the advice of counsel and the disclosure documents negated any alleged false statements or omissions.

- VI. The Complaint fails to state a claim as to which relief can be granted. There is no basis in law or equity to compel a Defendant to disgorge funds received as part of ordinary course business transactions, or to pay a debt on terms other than by the terms negotiated.
- VII. Parties not named herein may be indispensable parties to this action.
- VIII. All or part of the claim(s) asserted and/or relief requested against Defendants are barred by the statutes of limitations, including without limitation 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.
- IX. Any liability that any of the foregoing defendants may have to Plaintiff is the proximate result of the actions of other Defendants and Relief Defendants, and as a result, Plaintiff cannot establish causation of the alleged violations and/or injuries described in the Complaint.
- X. None of the foregoing defendants are the proximate cause of any damage to any alleged “victim;” and further, the Defendants have been victimized by false statements by false statements made by alleged “victims.”
- XI. Any liability of any Defendant must be reduced by the share of fault attributable to other defendants or Relief Defendants.



- XII. Any liability any of the foregoing Defendants may have to Plaintiff is subject to contribution and/or common law and/or contractual indemnity from the other Defendants and/or Relief Defendants.
- XIII. Defendants are entitled to set-off for any amounts paid to any note purchaser or holder.
- XIV. The claims set forth in the Complaint are barred in whole or in part by laches, equitable estoppel, waiver, or other related equitable doctrines.
- XV. Defendants are not liable for disgorgement because, as plaintiff has admitted, they have suffered losses greater than any amounts they are alleged to have acquired or earned, and the Legislature has not authorized additional remedies than those set forth in the statute.
- XVI. Defendants hereby incorporate by reference and reserve the right to assert any defense or affirmative defense raised by any other Defendant or Relief Defendant in this action or as discovered through the course of discovery

***WHEREFORE***, Defendants, and each of them, respectfully request 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.

**DEMAND FOR JURY TRIAL**

Defendants demand a trial by jury on all issues triable by a jury as a matter of right.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy has been filed, served and furnished to

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via the Florida Courts e-Filing Portal this 17<sup>th</sup> day of June, 2022.

/s/ Scott Alan Orth, Esq.  
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