

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

CIVIL DIVISION

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

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

Plaintiff,

vs.

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

Defendants.

_____ /

REQUEST FOR PRODUCTION

PROPOUNDING PARTY: MARSHAL SEEMAN

RESPONDING PARTY: STATE OF FLORIDA, OFFICE OF FINANCIAL
REGULATION

SET NO: One

DATE: July 20, 2022

Propounding Party, MARSHAL SEEMAN, by and through undersigned counsel and pursuant to Fla. R. Civ. P. 1.350, hereby requests the Responding Party produce and make available for inspection and/or duplication, in response to each numbered paragraph, all documents or items specified herein which are in its possession, custody or control or in the possession, custody or control of its agents, accountants or attorneys.

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 20th day of July, 2022.

/s/ Scott Alan Orth, Esq.
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INSTRUCTIONS/DEFINITIONS

1. “Document” means any written or graphic matter or other means of preserving thought or expression, and all tangible things from which information can be processed or transcribed, including the originals and non-identical copies, whether different from the original by reasons of any notation made on such copy or otherwise, including, but not limited to, correspondence, memoranda, notes, messages, letters, telegrams, teletype, telefax, bulletins or other communications, memoranda or notes of interoffice and interoffice telephone calls, diaries, chronological data, minutes, books, reports, charts, ledgers, invoices, worksheets, receipts, returns, computer printouts, prospectuses, financial statements, schedules, affidavits, contracts, cancelled checks, deposit slips, banks statements, wire transfer receipts and confirmations, transcripts, statistics, surveys, magazine or newspaper articles, releases (and any and all drafts, alterations and modifications, changes and amendments of any of the foregoing), graphics or oral records or representations of any kind, including without limitation, photographs, charts, graphics, microfiche, microfilm, videotape, recordings, motion pictures, and electronic, mechanical, electric, or chemical recordings or representations of any kind (including without limitation, tapes, cassettes, disks, recordings), as well as any medium of expressions, fixed and in tangible form.
2. “Communication” means any oral or written statement, dialogue, colloquialism, discussion, conversation or agreement.
3. The term “any and all documents” means every document or group of documents or communications as above defined known to you, and every such document or communication which can be located or discovered by reasonably diligent effort.
4. The term “you,” “your” or “OFR” means STATE OF FLORIDA, OFFICE OF FINANCIAL REGULATION and its employees, agents, representatives, attorneys.
5. The words “related to” mean concerning, respecting, referring to, summarizing, digesting, reflecting, establishing, tending to establish, tending not to establish, evidencing, connected with, commenting on, responding to, disagreeing with, showing, describing, analyzing, representing, including, as well as, embodying, constituting and comprising.
6. As used herein, the singular and masculine form of nouns and pronouns shall embrace, and be read and applied as, the plural or feminine or neuter, as circumstances may make appropriate.
7. The term “identify” means the following:
 - a. When used to reference a person (including but not limited to a witness) it means to set forth the following information:
 - i. name;
 - ii. last known address; and

- iii. last known telephone number.
 - b. When used to reference a document, it means to set forth the following information:
 - i. its date;
 - ii. its author;
 - iii. its number, if applicable;
 - iv. the addressee; if applicable;
 - v. its substance; the identify of each custodian; and
 - vi. its location.
 - c. When used to reference an agreement, it means to set forth the following information:
 - i. the identity of the parties to the agreement;
 - ii. the date and term of the agreement; and
 - iii. a description of whether or not the agreement has been reduced to written form.
8. If you decline to produce any document on the basis of any privilege known in the law, you are requested to provide to Propounding Party, at or prior to the designated time for Production, the following written information pertaining to each such document:
 - a. its date or, if not dated, the date it was prepared or received;
 - b. the type of document (*e.g.*, letter, memorandum, telegram, chart, photograph, reproduction, etc.);
 - c. its author and the author's business and residence addresses;
 - d. its present location;
 - e. the identity and business and residence addresses of the person in custody;
 - f. a general description of its contents;
 - g. the number of pages thereof;
 - h. the identity of each person who received or was shown the original or a copy, and the relationship of the person to any part to this litigation;
 - i. whether the document contains or relates to facts or opinions, or both; and
 - j. the exact nature of the privilege claimed.
9. This request for production of documents is continuing and you are requested to supplement your responses hereto. If after producing the Documents, you become aware of any further Documents responsive to this Request, you are required to immediately produce such additional Documents without further request or Order of Court.
10. Unless otherwise indicated, the term "Relevant Time Period" covered by this request is from January 1, 2014 through the present.
11. The terms "plaintiff" and "defendant," as well as a party's full or abbreviated name or a pronoun referring to a party, mean the party and, where applicable, its present and former

divisions, subsidiaries, parents, affiliates, predecessors, successors, and assignees, its present and former officers, directors, members, managers, trustees, principals, shareholders, partners, investors, employees, agents, representatives, consultants, nominees, accountants, attorneys-in-fact, and lawyers, and all other persons who are acting or who have acted on behalf of, or who are or have been subject to the direction or control of, any of the foregoing.

DOCUMENTS TO BE PRODUCED

1. Any and all communications and correspondence by and between anyone at OFR to/from anyone at Hudson Structured Capital Management or anyone who purported or was believed to represent or act on behalf of Hudson Structured Capital Management, including employees, directors, agents, representatives, attorneys, and affiliates concerning or relating to the Defendants or the Relief Defendants, including any affiliate of Seeman Holtz Property and Casualty, Inc., a Florida corporation that was converted into Seeman Holtz Property and Casualty, LLC, a Delaware limited liability company (collectively, “Seeman Holtz Property and Casualty, LLC”).”
2. Every document sent to Hudson Structured Capital Management or anyone who purported or was believed to represent or act on behalf of Hudson Structured Capital Management, including employees, directors, agents, representatives, attorneys, and affiliates concerning or relating to the Defendants or the Relief Defendants, including any affiliate of Seeman Holtz Property and Casualty, LLC, by anyone at OFR or anyone acting on behalf of OFR with respect to:
 - a. Any named Defendant herein;
 - b. Centurion SPV II, LLC’s interest in Seeman Holtz Property & Casualty, LLC, SH Holdings I, LLC;
 - c. Marshal Seeman and/or Eric Holtz’s interest in any of the foregoing.

3. Any and all documents relied upon by OFR in its evaluation of Hudson Structured Capital Management's rights, claims or interests in:
 - a. any consenting Defendant;
 - b. Seeman Holtz Property & Casualty, LLC.
4. Any and all documents showing, relating to, or tending to support or establish the definition of "ponzi-like scheme."
5. Any and all documents showing, relating to, or tending to support, establish or prove that Marshal Seeman received an excessive or unlawful salary and/or management fees.
6. Any and all documents showing, relating to, or tending to support, establish or prove that Marshal Seeman "misappropriated" investor funds.
7. Any and all documents showing, relating to, or tending to support, establish or prove that failure to pay principal and interests on notes is a violation of Florida securities laws.
8. Any and all documents reflecting all interaction by OFR with the creditors of any defendant, including plaintiffs in lawsuits, and the creditors of Relief Defendant SHPC Holdings I, LLC.
9. Any and all documents showing, relating to, or tending to support, establish or prove that Marshal Seeman mischaracterized the sales agents' compensation as insurance client servicing fees in order to mislead the OFR and other securities regulators.
10. Any and all documents showing, relating to, or tending to support, establish or prove that notes were also sold to certain investors who were known by Marshal Seeman not to be qualified as accredited investors.
11. Any and all documents showing, relating to, or tending to support, establish or prove that Holtz told a sales agent that PSTC was "partnering" with "Seeman Holtz."

12. Any and all documents establishing that Marshal Seeman was aware of Holtz' activities with respect to sales agents that is complained of.
13. Any and all documents showing, relating to, or tending to support, establish or prove that Marshal Seeman knew that Holtz facilitated a higher dividend rate on the stock for an investor.
14. Any and all records through April 30, 2021 which tend to prove that the majority of investor funds provided to PSTC in connection with stock purchases by note investors were quickly transferred to the SH Enterprise and commingled.
15. Any and all documents showing, relating to, or tending to support, establish or prove that stock sales of PSTC were continuing after April 30, 2021.
16. Any and all documents showing, relating to, or tending to support, establish or prove that the PSTC stock shares were not exempt from registration.
17. Any and all documents showing, relating to, or tending to support, establish or prove that Seeman told certain agents that they should be wary of OFR inquiries and hire the same attorney as Seeman.
18. Any and all documents showing, relating to, or tending to support, establish or prove that on any occasion, Seeman actively discouraged a sales agent's cooperation with OFR.
19. Any and all documents showing, relating to, or tending to support or establish any loans between Centurion and Defendant PPEs.
20. Any and all documents showing, relating to, or tending to support, establish or prove that any statements attributed to Seeman and given in response to an OFR inquiry (that Plaintiff complains of) is/was known to be false when made.

21. Any and all documents showing, relating to, or tending to support, establish or prove any violation of law, rule or regulation arising from the tasks any SH Enterprise related entity performed in furtherance of “SH Enterprises’ scheme.”
22. Any and all documents showing, relating to, or tending to support, establish or prove that by 2013, funds raised by the individual PPEs were not being directly invested in life settlements by the respective PPEs.
23. Any and all documents showing, relating to, or tending to support, establish or prove that the particular investors' funds which were transferred to Centurion and characterized as term loans from a PPE to Centurion, with interest payments to occur annually could not be paid or repaid.
24. Any and all documents showing, relating to, or tending to support, establish or prove that loan extensions from PPEs became “common place.”
25. Any and all documents showing, relating to, or tending to support, establish or prove that the face amount of the interest rate charged by each PPE to loan funds to Centurion was lower than the interest rate promised by the PPE to any individual note investors involved.
26. Any and all documents showing, relating to, or tending to support, establish or prove that there was intent of Marshal Seeman to further an illusion that the note transactions program were not one large-integrated securities offering.
27. Any and all documents showing, relating to, or tending to support, establish or prove that Defendant SH Consulting collected funds and dispersed funds directly or indirectly to:
 - a. Marshal Seeman;
 - b. SH Enterprise entities;
 - c. Marshal Seeman via any intermediary.

28. Any and all documents showing, relating to, or tending to support, establish or prove that Seeman represented to the OFR that all notes were sold to accredited investors and that one any of them participated in each sale.
29. Any and all documents showing, relating to, or tending to support, establish or prove that any non-accredited or accredited investors purchased notes without dealing with Seeman or Holtz at any time during the offer and sale of the notes.
30. Any and all documents showing, relating to, or tending to support, establish or prove that notes issued by each of the PPEs were offered and sold by insurance agents ("sales agents") affiliated with Seeman and Holtz's insurance agency, Defendant National Senior Insurance.
31. Any and all documents showing, relating to, or tending to support, establish or prove that The sales agents offered notes to existing insurance customers and other potential investors discovered through free lunch seminars and internet advertisements touting financial advice and insurance products.
32. Any and all documents showing, relating to, or tending to support, establish or prove that Marshal Seeman as well as the sales agents had any duty to register with the OFR as securities dealers, as associated persons of a securities dealer, as securities issuers, or as investment advisers or associated persons of an investment adviser, pursuant to § 517.12, Florida Statutes, during any period of time material to the Complaint.
33. Any and all documents showing, relating to, or tending to support, establish or prove that the PPEs had any duty to register with the OFR as securities dealers, as associated persons of a securities dealer, as securities issuers, or as investment advisers or associated persons of an investment adviser, pursuant to § 517.12, Florida Statutes, during any period of time material to the Complaint.

34. Any and all documents showing, relating to, or tending to support, establish or prove that the sales agents had any duty to register with the OFR as securities dealers, as associated persons of a securities dealer, as securities issuers, or as investment advisers or associated persons of an investment adviser, pursuant to § 517.12, Florida Statutes, during any period of time material to the Complaint.
35. Any and all documents showing, relating to, or tending to support, establish or prove that the sales agents directly participated in the note offerings and sales by:
 - a. introducing investors to PPE offerings,
 - b. providing PPMs and other related documents,
 - c. answering investor questions,
 - d. filling out subscription agreements for investor signatures,
 - e. filling out questionnaires about an investor's status as an "accredited investor,"
 - f. obtaining purchase checks from investors,
 - g. returning checks to National Senior Insurance and Centurion.
36. Any and all documents showing, relating to, or tending to support, establish or prove that the sales agents reported directly to Holtz.
37. Any and all documents showing, relating to, or tending to support, establish or prove that Holtz principally determined each sales agent's compensation, which included compensation for note sales.
38. Any and all documents showing, relating to, or tending to support, establish or prove that the sales agents had quarterly group meetings during which PPE note sales and insurance sales were discussed with Holtz.

39. Any and all documents showing, relating to, or tending to support, establish or prove that Seeman attended any quarterly group meetings identified in documents produced pursuant to number 38 above.
40. Any and all documents showing, relating to, or tending to support, establish or prove that the offer and sale of notes was a component of the sales agents' employment and agents were evaluated based on, among other things, the amount of note sales.
41. Any and all documents showing, relating to, or tending to support, establish or prove that in approximately 2015, Seeman and Holtz changed the terminology used to describe the sales agents' compensation, switching from commission to "salary," and that such compensation was still tied to overall note and insurance sales.
42. Any and all documents showing, relating to, or tending to support, establish or prove that in approximately 2017, sales agents' compensation was renamed "client service pay."
43. Any and all documents showing, relating to, or tending to support, establish or prove that Marshal Seeman changed the descriptions of the elements of agents' compensation in order to conceal the payment of compensation for note sales.
44. Any and all documents showing, relating to, or tending to support, establish or prove that Marshal Seeman structured each PPE note offering as distinct from the other PPE note offerings to avoid registering the offerings with the OFR and to avoid detection by the OFR.
45. Any and all documents showing, relating to, or tending to support, establish or prove that by fiscal year-end ("FYE") December 31, 2015, the cash flow defects in this investment program were apparent to Marshal Seeman.

46. Any and all documents showing, relating to, or tending to support, establish or prove that there was a duty of Marshal Seeman to “disclose the SH Enterprise's consolidated financial position to the individual investors or in the PPMs.”
47. Any and all documents showing, relating to, or tending to support, establish or prove that Marshal Seeman caused any other defendant not to “disclose the SH Enterprise's consolidated financial position to the individual investors or in the PPMs.”
48. Any and all documents showing, relating to, or tending to support, establish or prove that by 2015, Centurion increasingly relied on new investor funds received from PPEs to meet its note obligations.
49. Any and all documents showing, relating to, or tending to support, establish or prove that the “growing Ponzi nature” of any financing practice was apparent to Marshal Seeman.
50. Any and all documents showing, relating to, or tending to support, establish or prove that through 2018, there was a duty of the defendants to disclose in the PPMs financial information about Centurion including:
 - a. that Centurion had received investor funds in the form of loans,
 - b. that Centurion was operating at a loss, and
 - c. that Centurion needed substantial additional liquidity in order to repay its existing loans to the PPEs.
51. Any and all documents showing, relating to, or tending to support, establish or prove that Seeman, or Holtz with Seeman’s knowledge, directed nondisclosure of an opinion of Centurion's accountants had projected that Centurion would need \$27 million per year in years 2016 through 2020 to fund life settlement premium payments.

52. Any and all documents showing, relating to, or tending to support, establish or prove that Centurion loaned SHPC LLC over \$12.8 million, which was funded with investor note proceeds.
53. Any and all documents showing, relating to, or tending to support, establish or prove that the PPMs falsely represented that Centurion owned 77.5% of SHPC LLC.
54. Any and all documents showing, relating to, or tending to support, establish or prove that SHPC Holdings owned 75.56% of Defendant SHPC LLC at the time of all the 2019 PPE offerings.
55. Any and all documents showing, relating to, or tending to support, establish or prove that statements regarding the ownership of SHPC LLC by Centurion would be material to a reasonable investor's evaluation of the PPEs' integrated offering.
56. Any and all documents showing, relating to, or tending to support, establish or prove that misrepresentations and omissions were contained in the 2019 PPE offerings' PPMs.
57. Any and all documents showing, relating to, or tending to support, establish or prove that by FYE 2019, there were approximately \$289 million in outstanding notes related to the life settlement portfolio.
58. Any and all documents that reflect any action that OFR took to limit the aggressive action by the "Hedge fund creditor."
59. Any and all documents showing, relating to, or tending to support, establish or prove that the Security Agreement attached as Exhibit D to the 2019 PPE notes did not create a security interest.
60. Any and all documents showing, relating to, or tending to support, establish or prove that the defendants were responsible for the actions or inaction of Coral Gables Title and Escrow.

61. Any and all documents showing, relating to, or tending to support, establish or prove that any PPM promised that any security interest would be perfected as a first lien security interest.
62. Any and all documents showing, relating to, or tending to support or establish the identity of investors who relied on representations that the notes being purchased were in fact "secured promissory notes" subject to a perfected, first-lien security interest.
63. Any and all documents showing, relating to, or tending to support, establish or prove that SH&S and their agents participating in the SH Enterprise were either aware that such security interests were not perfected, or were reckless by failing to confirm the existence of perfected security interests before claiming the notes were in fact secured.
64. Any and all documents that identity any SH Enterprise's sales agent(s) that, while offering and selling the notes, routinely made misrepresentations as to the merits and safe nature the investment.
65. Any and all documents showing, relating to, or tending to support, establish or prove that the Marshal Seeman had knowledge of improper tactics by sales agents or that Marshal Seeman was willfully blind to their use.
66. Any and all documents showing, relating to, or tending to support, establish or prove that the "SH Enterprise entities" had, held or received "illicit" funds.
67. Any and all documents showing, relating to, or tending to support, establish or prove that Marshal Seeman received unjust enrichment from the commingled proceeds of the SH Enterprise's unlawful financing scheme in the form of salaries or other distributions through National Senior Insurance, Seeman Holtz Consulting, and other entities operated or controlled by SH&S.

68. Any and all documents showing, relating to, or tending to support, establish or prove that SH&S misappropriated investor funds by not using investor funds to operate "startup" investment entities as described in offering materials.
69. Any and all documents showing, relating to, or tending to support, establish or prove that Seeman used misappropriations to create a false, deceptive and misleading appearance of potential profitability of the investment.
70. Any and all documents showing, relating to, or tending to support, establish or prove that Marshal Seeman took any action to avoid disclosure of the true risks associated with the SH Enterprise's note program.
71. Any and all documents showing, relating to, or tending to support, establish or prove that Centurion ISG Finance Group was created to fraudulently pursue funds from individual investors.
72. Any and all documents showing, relating to, or tending to support, establish or prove that Defendant Grace Holdings was created to fraudulently raise capital for the SH Enterprise through the sale of promissory notes, under the direction and control of Marshal Seeman.
73. Any and all documents showing, relating to, or tending to support, establish or prove that Defendant Grace Holdings was created to circumvent the regulatory scrutiny of the OFR.
74. Any and all documents showing, relating to, or tending to support, establish or prove that beginning in or about May 2019, soon after Grace Holdings' formation, sales agents employed by National Senior Insurance, began offering and selling promissory note securities issued by Grace Holdings ("GH notes") to investors in Florida and nationwide.
75. Any and all documents showing, relating to, or tending to support, establish or prove that as part of their job duties and employment for National Senior Insurance, and as indicated in

meetings run by Holtz, the sales agents were expected to offer and sell GH notes to their customers.

76. Any and all documents showing, relating to, or tending to support, establish or prove that sales agents were compensated by National Senior Insurance for offering and selling GH notes.
77. Any and all documents showing, relating to, or tending to support, establish or prove that between May 2019 and December 2019, Grace Holdings sold notes to investors who were not accredited.
78. Any and all documents showing, relating to, or tending to support, establish or prove that numerous investors who had purchased notes from the Defendant PPEs also purchased GH notes.
79. Any and all documents showing, relating to, or tending to support, establish or prove that in at least one instance, an investor then aged 94, after requesting more information from his sales agent regarding the offering, met with Holtz and two sales agents of National Senior Insurance in Holtz's office in Boca Raton as alleged.
80. Any and all documents showing, relating to, or tending to support, establish or prove that each GH note identified a specific "Life Policy" for which Grace Holdings purportedly held a security interest.
81. Any and all documents showing, relating to, or tending to support, establish or prove that each security interest in a policy that was assigned by Grace Holdings involved policies from Centurion's portfolio that purportedly secured the PPE notes as well as Centurion SPV II's credit facility.

82. Any and all documents showing, relating to, or tending to support, establish or prove that the sales agents were neither aware nor made aware of material information regarding the GH note offering.
83. Any and all documents showing, relating to, or tending to support, establish or prove that investors in GH notes were deceived by the material misrepresentations, omissions, and/or other misleading practices of Marshal Seeman associated with the offer and sale of the GH notes.
84. Any and all documents showing, relating to, or tending to support, establish or prove that Grace Holdings was controlled by Marshal Seeman and operated as part of the SH Enterprise.
85. Any and all documents showing, relating to, or tending to support, establish or prove that the GH note and PPE note offerings are an unregistered-integrated offering.
86. Any and all documents showing, relating to, or tending to support, establish or prove that in or around June 2020, Seeman discussed the opportunity to offer and sell PSTC stock with the National Senior Insurance sales agents who had participated in the sale of PPE promissory notes.
87. Any and all documents showing, relating to, or tending to support, establish or prove that sales agents were provided a PPM by Seeman and advised that additional questions could be addressed by Burgess.
88. Any and all documents showing, relating to, or tending to support, establish or prove that beginning at least by June 2020 and continuing through at least April 2021, Florida investors were solicited to invest in PSTC stock by the same sales agents used to sell the PPE and Grace Holdings promissory notes.

89. Any and all documents showing, relating to, or tending to support, establish or prove that PSTC transferred at least \$7.1 million to Centurion between June 2020 and April 2021.
90. Any and all documents showing, relating to, or tending to support, establish or prove that certain PSTC stock investors indicate their original PPE note sales agent discussed the PSTC offering with the investor.
91. Any and all documents showing, relating to, or tending to support, establish or prove that one PPE sales agent admitted he was paid fees by PSTC, characterized as "finder's fees," for simply referring clients to PSTC.
92. Any and all documents showing, relating to, or tending to support, establish or prove that one investor indicated this same agent explained the features of the PSTC investment opportunity before referring the client to PSTC.
93. Any and all documents showing, relating to, or tending to support, establish or prove that funds were transferred to several SH Enterprise sales agents by PSTC.
94. Any and all documents showing, relating to, or tending to support, establish or prove that Holtz advised a sales agent that Burgess was going to "partner" with Seeman and Holtz to provide liquidity to Seeman and Holtz' s life settlement business.
95. Any and all documents showing, relating to, or tending to support, establish or prove that the term "co-sponsored" fund was referenced by a sales agent in an email to Burgess requesting offering documents.
96. Any and all documents showing, relating to, or tending to support, establish or prove that Seeman operated and controlled PSTC.
97. Any and all documents showing, relating to, or tending to support, establish or prove that the SH Enterprise sales agents, Holtz, and PSTC, through Burgess, failed and/or omitted to

inform investors that PSTC would utilize the investment proceeds to provide funding to Centurion and pay commissions or fees to the SH Enterprise sales agents.

98. Any and all documents showing, relating to, or tending to support, establish or prove that Seeman knew that in one instance, Burgess falsely advised a prospective Florida investor that "...Our strategy is nearly entirely backed by real estate, and to such levels that we'd make more money if an individual or company doesn't pay us ...Our strategy is very safe and very boring in nature ... "
99. Any and all documents showing, relating to, or tending to support, establish or prove that Seeman structured the PSTC stock offering as distinct from the PPE and Grace Holdings note offerings to avoid registering the offering with the OFR and to circumvent the regulatory scrutiny of the OFR.
100. Any and all documents showing, relating to, or tending to support, establish or prove that in connection with the offer and sale of PSTC stock, Seeman:
 - a. made misrepresentations or omissions to investors about the relationship between PSTC and the SH Enterprise;
 - b. omitted to disclose the SH Enterprise's fraudulent enterprise, history, and financial condition; and
 - c. misrepresented or omitted to disclose the intended use of funds, which funds were quickly transferred to the SH Enterprise rather than being made in investments "backed by real estate."
101. Any and all documents showing, relating to, or tending to support, establish or prove that Seeman obtained investor money from the sale of PSTC stock through these

misrepresentations and omissions, and engaged in transactions, practices, and a course of business that operated as a fraud on the investors.

102. Any and all documents showing, relating to, or tending to support, establish or prove that Seeman, in connection with a matter within the jurisdiction of the OFR, falsely maintained to OFR that he and/or Eric Holtz personally made all sales of securities to PPE investors.
103. Any and all documents showing, relating to, or tending to support, establish or prove that Seeman, in connection with a matter within the jurisdiction of the OFR, falsely maintained to OFR that all investors in the PPE entities were accredited investors.
104. Any and all documents showing, relating to, or tending to support, establish or prove that Seeman, in connection with a matter within the jurisdiction of the OFR, falsely maintained to OFR in 2019 that all note sales and rollover transactions by their affiliated entities were terminated.
105. Any and all engagement letters by and between the Defendants and any attorney or law firm during the Relevant Time Period, including, but not limited to: (a) Rick Fucci, Esq.; (b) Brian Miller, Esq.; (c) Ari Gerston, Esq.; (d) Jackie Arango, Esq.; (e) Akerman, LLP; (f) Brian Casey, Esq.; (g) Locke Lorde; (h) Alan Hodge, Esq.; (i) Brian Wells, Esq.; (j) Kimberly Prior, Esq.; (k) Daniel Stabile, Esq.; (l) Albert Smith, Esq.; (m) Shutts & Bowen; (n) David R. Chase, Esq.; (o) David R. Chase, P.A.; (p) Fred Karlinsky, Esq.; (q) Carl Fornaris, Esq.; (r) Ben Katz, Esq.; (s) Tim Stanfield, Esq.; (t) Frank Sanchez, Esq.; (u) Greenberg Traurig; (v) Jeff Sloman, Esq.; (w) Ian Ross, Esq.; (x) Stumphauzer Foslid Sloman Ross & Kolaya; (y) Rose Schindler, Esq.; (z) Greenspoon Marder; (aa) Scott A. Orth, Esq.; (bb) Law Offices of Scott A. Orth, P.A.; (cc) Boris Ziser, Esq.; (dd) Tom Weinberger, Esq.; (ee) Schulte Roth

& Zabel; (ff) Adam Schwartz, Esq.; (gg) Russell Koonin, Esq.; and (hh) Homer Bonner (collectively, the “Attorneys”).

106. Any and all billing records transmitted by the Attorneys regarding any matter involving the Defendants during the Relevant Time Period.
107. Any and all e-mail communications by and between the Defendants and the Attorneys during the Relevant Time Period.
108. Any and all correspondence by and between the Defendants and the Attorneys during the Relevant Time Period.
109. Any and all other communications not produced in response the foregoing requests by and between the Defendants and the Attorneys during the Relevant Time Period.
110. Any and all communications by and between the Attorneys and the OFR during the Relevant Time Period.