

**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,
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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.

**RECEIVER’S MOTION TO DETERMINE CONFIDENTIALITY OF COURT
RECORDS AND FOR APPROVAL TO FILE UNREDACTED
SETTLEMENT AGREEMENTS UNDER SEAL**

Daniel J. Stermer, as Court-appointed Receiver (the “Receiver”) for the property, assets, and business of the thirty-three (33) Receivership entities¹ (the “Receivership Parties” and, formerly the “Consenting Corporate Defendants”, and, together with the Receiver, collectively, the “Receivership Estate”) pursuant to Rule 2.420 of the Florida Rules of Judicial Administration and the Florida Rules of Civil Procedure (collectively, “Rule 2.420”), files this motion to determine confidentiality of court records and for approval to file unredacted settlement agreements under seal. In support of this Motion, the Receiver states:

1. On April 26, 2024, the Receiver filed *Receiver, Daniel J. Stermer’s Motion to Approve Settlement Agreement Between (I) Receivership Parties; and (II) Richard Donoff* (the “Donoff Settlement Motion”), seeking the approval of a redacted version of a confidential settlement agreement (the “Donoff Settlement Agreement”) entered into between the Receiver,

¹ 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.

on behalf of the Receivership Parties, and Richard Donoff, following a mediation conducted on March 26, 2024.

2. On April 26, 2024, the Receiver filed *Receiver, Daniel J. Stermer's Motion to Approve Settlement Agreement Between (I) Receivership Parties; and (II) David Coyman* (the "Coyman Settlement Motion"), seeking the approval of a redacted version of a confidential settlement agreement (the "Coyman Settlement Agreement") entered into between the Receiver, on behalf of the Receivership Parties, and David Coyman, following a mediation conducted on March 26, 2024.

3. On April 26, 2024, the Receiver filed, in the supplemental proceeding *Daniel J. Stermer, Receiver v. Jeffrey Abramson*, Case No. 50-2023-CA-015224 XXXAMB (the "Abramson Case"), *Plaintiff/Receiver, Daniel J. Stermer's Motion to Approve Settlement Agreement Between (I) Receivership Parties; and (II) Defendant, Jeffrey Abramson* (the "Abramson Settlement Motion") seeking approval of a redacted version of a confidential settlement agreement (the "Abramson Settlement Agreement") entered into between the Receiver, on behalf of the Receivership Parties, and Jeffrey Abramson, following a mediation conducted on April 8, 2024.

A. The Financial Information is Confidential and Sealing is Required

4. As set forth above, the Receiver filed redacted versions of the Donoff Settlement Agreement, Coyman Settlement Agreement, and Abramson Settlement Agreement so that certain financial information set forth in those settlement agreements would not be revealed to the public. Each of the parties to the Donoff Settlement Agreement, Coyman Settlement Agreement, and Abramson Settlement Agreement agreed that the Receiver would file copies of the confidential settlement agreements with the Court, with the financial terms set forth therein redacted, and that the Receiver would provide the Court with unredacted versions of the

settlement agreements under seal. *See* ¶8 of the Donoff Settlement Agreement and Coyman Settlement Agreement, and ¶7 of the Abramson Settlement Agreement (filed in Case No. 50-2023-CA-015224 XXXAMB).

5. The financial terms set forth in the Donoff Settlement Agreement, Coyman Settlement Agreement and Abramson Settlement Agreement, and other to be entered settlement agreements are confidential and sensitive as the disclosure of such information in the public records would disadvantage this receivership estate and potentially expose the Receiver's privileged analysis and work product determinations regarding his litigation efforts. If made public, the financial information would further reveal confidential settlement information, including amounts of settlements that could be used to harm the Receiver in his pending ongoing litigations and scheduled mediations.

6. Good cause exists to file unredacted versions of the Donoff Settlement Agreement, Coyman Settlement Agreement and Abramson Settlement Agreement under seal because, if made public, the financial terms set forth therein could be used by third parties to learn confidential information about confidential settlement agreements which the Receiver and the parties to those settlement agreements have agreed to and have otherwise made substantial efforts to keep confidential.

7. In addition to the Donoff Settlement Agreement, Coyman Settlement Agreement, and Abramson Settlement Agreement, the Receiver anticipates that he may enter into settlement agreements with other individuals that may contain financial terms which the parties wish to keep confidential.

8. Accordingly, the Receiver requests authority to file any additional settlement agreements in this case or any other supplemental proceedings filed by the Receiver that relate to this case, that contain financial terms which the parties to those settlement agreements wish to be

kept confidential, under seal without the necessity of having to file additional motions seeking to file those settlement agreements under seal.

B. Fla. R. Jud. Admin. 2.420(c)(9) Also Protects the Financial Information in the Status Report from Being Made Public.

9. Pursuant to Fla. R. Jud. Admin. 2.420(c)(9), the financial information in the Donoff Settlement Agreement, Coyman Settlement Agreement, and Abramson Settlement Agreement should be considered confidential in order to:

“Prevent a serious and imminent threat to the fair, impartial, and orderly administration of justice.” Fla. R. Jud. Admin. 2.420(c)(9)(A)(i).

“Avoid substantial injury to innocent third parties.” Fla. R. Jud. Admin. 2.420(c)(9)(A)(v).

“Avoid substantial injury to a party by disclosure of matters protected by a common law or privacy right not generally inherent in the specific type of proceeding sought to be closed.” Fla. R. Jud. Admin. 2.420(c)(9)(A)(vi).

“Comply with established public policy set forth in the Florida or United States Constitution or statutes or Florida rules or case law.” Fla. R. Jud. Admin. 2.420(c)(9)(A)(vii).

10. Requiring disclosure of the confidential financial information set forth in the Donoff Settlement Agreement, Coyman Settlement Agreement, and Abramson Settlement Agreement will (i) damage the Receiver’s ability to prosecute the Receivership’s litigation claims and obtain additional confidential settlements that maximizes and protects the Receivership’s assets; and (ii) threaten the Receiver with liability for failing to maintain the confidential information of settlements. Fla. R. Jud. Admin. 2.420(c)(9)(A)(v); 2.420(c)(9)(A)(vi). Further each of the confidential settlement agreements reached during the respective mediations, required the settlement agreements to remain strictly confidential. Therefore, if the Court does not maintain the Settlement Agreements under Seal, the Receiver may be in violation of the Settlement Agreements.

11. Thus, failure to maintain the sealing order will cause substantial injury and would frustrate the orderly administration of justice. Fla. R. Jud. Admin. 2.420(c)(9)(A)(i); Fla. R. Jud. Admin. 2.420(c)(9)(A)(vi).

12. The Court has the power to seal confidential records to protect trade secrets, innocent third parties, or to protect against injury to a party from the disclosure of private information. Fla. R. Jud. Admin. 2.420(c)(9)(A); *Barron v. Fla. Freedom Newspapers, Inc.*, 531 So.2d 113, 118 (Fla. 1988). It is well established that “the decision as to access is one best left to the sound discretion of the trial court.” *Nixon v. Warner Commc’n*, 435 U.S. 589, 599(1978).

C. Duration of Under Seal Protections

13. The Receiver requests that the unredacted versions of the Donoff Settlement Agreement, Coyman Settlement Agreement, Abramson Settlement Agreement, and any other settlement agreements that the Court authorizes to be filed under seal, be maintained under seal for the duration of this Receivership. There is no less restrictive measure available to protect these interests and the degree, duration, and manner of confidentiality sought is no broader than necessary to protect these interests.

14. The Parties are not aware of any affected non-parties with respect to the confidential facts or trade secrets contained in the Donoff Settlement Agreement, Coyman Settlement Agreement or Abramson Settlement Agreement which require giving notice in accordance with Fla. R. Jud. Admin. 2.420 (d)(4). The unredacted versions of the Donoff Settlement Agreement, Coyman Settlement Agreement, and Abramson Settlement Agreement will be filed following the entry of an Order permitting the unredacted versions of the Donoff Settlement Agreement, Coyman Settlement Agreement, and Abramson Settlement Agreement to be filed under seal.

15. If this Motion is denied, the Receiver acknowledges that the subject material will

not be treated as confidential by the Clerk, pursuant to Fla. R. Jud. Admin. 2.420(d)(4)(D)(i).

16. Pursuant to Rule 2.420(d)(3), in order to file under seal a document designated as “Confidential,” and in order to designate portions of which disclose information designated as “Confidential,” the parties must file a “Motion to Determine Confidentiality” of such records. Accordingly, the Receiver seeks to designate the entire unredacted (i) Donoff Settlement Agreement; (ii) Coyman Settlement Agreement, and (iii) Abramson Settlement Agreement as confidential and file these unredacted settlement agreements under seal. Similarly, and for the same reasons, the Receiver seeks these confidential protections apply to all other settlement agreement entered into between the Receiver and any other individual in this or any supplemental proceeding filed by the Receiver.

CERTIFICATION OF GOOD FAITH

17. It is certified pursuant to Fla. R. Jud. Admin. 2.420(e)(1) that this motion is made in good faith and is supported by applicable law. *See, e.g.*, Fla. R. Jud. Admin. 2.420(c)(9)(ii) and (vi).

WHEREFORE, for the foregoing reasons which demonstrate good cause, the Receiver respectfully requests that the Court enter an Order, in the form attached as **Exhibit 1**:

- a. granting this Motion;
- b. declaring that the filing of the unredacted versions of the Donoff Settlement Agreement, Coyman Settlement Agreement, Abramson Settlement Agreement, and any other settlement agreement entered into between the Receiver and any other individual in this or any supplemental proceeding filed by the Receiver, that contains confidential financial information, be under seal for *in camera* use and view by the Court in connection with this case and be stamped “Confidential;”

c. declaring that the Receiver may designate portions of any pleading, motion and/or memoranda discussing or disclosing the contents of the Donoff Settlement Agreement, Coyman Settlement Agreement, Abramson Settlement Agreement and any other settlement agreement entered into between the Receiver and any other individual containing confidential information, as “Confidential” and file such portions under seal for *in camera* use and view by the Court in connection with this case and stamped “Confidential;”

d. declaring that any Order and Opinion issued by this Court that discusses or discloses the contents of the unredacted Donoff Settlement Agreement, Coyman Settlement Agreement, Abramson Settlement Agreement or any other unredacted settlement agreement between the Receiver and an individual containing confidential financial information, be filed under seal; and

e. granting such other and further relief as the Court deems just and proper.

Dated: April 26, 2024

Respectfully submitted,

BERGER SINGERMAN LLP
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By: /s/ Brian G. Rich

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CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on April 26, 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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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,
EMERALD ASSETS 2018, LLC,
INTEGRITY ASSETS 2016, LLC,
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PARA LONGEVITY 2014-5, LLC,
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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.

**ORDER GRANTING RECEIVER’S MOTION TO DETERMINE CONFIDENTIALITY
OF COURT RECORDS AND FOR APPROVAL TO FILE UNREDACTED
SETTLEMENT AGREEMENTS UNDER SEAL**

THIS MATTER came before the Court on May ___, 2024, at 8:45 a.m., upon the *Receiver’s Motion to Determine Confidentiality of Court Records and for Approval to File Unredacted Settlement Agreements Under Seal* (the “Motion”). The Court, considered the Motion, and finding good cause for the granting of the Motion, and being otherwise fully advised in the premises, does

ORDER as follows:

1. The Motion is **GRANTED**.
2. The Receiver is authorized to file the unredacted versions of the (i) Donoff Settlement Agreement;¹ (ii) Coyman Settlement Agreement; and (iii) Abramson Settlement Agreement (which agreement shall be filed in Case No. 50-2023-CA-015224-XXXAMB) under seal, which shall not be accessible to members of public for the reasons stated in the Motion.
3. In addition, the Receiver is authorized to file any other settlement agreements entered into between the Receiver and any other individuals, whether filed in this case or in any supplemental proceeding brought by the Receiver that relates to this case, containing confidential financial information, under seal, which shall not be accessible to members of public for the reasons stated in the Motion.

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

4. The Receiver shall file a copy of this Order in each of the supplementary proceedings.

DONE AND ORDERED in Chambers at West Palm Beach, Florida this _____ day of _____, 2024.

BRADLEY HARPER
CIRCUIT COURT JUDGE

Copies to: Counsel of Record and Corporate Monitor

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