

**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 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,
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, DANIEL J. STERMER'S MOTION TO APPROVE SETTLEMENT
AGREEMENT AND MUTUAL GENERAL RELEASE WITH FIFTH
AVENUE PHYSICIANS SERVICES, LLC**

Daniel J. Stermer, as Court-appointed Receiver (the "Receiver") for the property, assets, and business of the thirty-three (33) Receivership entities¹ (the "Receivership Defendants" and, formerly the "Consenting Corporate Defendants", and, together with the Receiver, collectively, the "Receivership Estate") pursuant to the *Order Appointing Receiver* (the "Receivership Order") dated May 12, 2023, moves for entry of a proposed order, in the form attached as **Exhibit 1**, approving that certain *Settlement Agreement* attached as **Exhibit 2** ("Settlement Agreement") entered into between (i) the Receiver, on behalf of the Receivership Defendants, and (ii) Fifth Avenue Physicians Services, LLC ("Fifth Avenue" and, together with the Receiver, collectively, the "Parties"). In support of this Motion, the Receiver states as follows:

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.

Background

1. On July 12, 2021, the Plaintiff, State of Florida Office of Financial Regulation (“OFR”) filed a *Complaint for Temporary and Permanent Injunction, Appointment of Receiver, Restitution, Civil Penalties, and Other Statutory and Equitable Relief* (the “Complaint”) against twenty-seven of the Consenting Corporate Defendants, certain individuals and other entities, and Relief Defendants, seeking to restrain acts and practices of said defendants in violation of various provisions of Chapter 517, Florida Statutes (“Florida Securities and Investor Protection Act”), including sections 517.301, 517.12 and 517.07, and “halt the securities fraud scheme and common enterprise operated and controlled by Marshal Seeman (“Seeman”) and Seeman’s deceased business partner, Eric Charles Holtz (“Holtz”) (the Ponzi-like securities fraud scheme and common enterprise more fully described in the Complaint shall herein be incorporated and referred to as the “SH Enterprise.”

2. On September 10, 2021, OFR filed a *Consent Motion for Appointment of Corporate Monitor*, seeking, *inter alia*, the appointment of Daniel J. Stermer, as the Corporate Monitor for the property, assets, and businesses of the initial twenty-seven Consenting Corporate Defendants, as well as a temporary injunction against the twenty-seven Consenting Corporate Defendants and two consenting natural-person Defendants, Marshal Seeman and Brian J. Schwartz (the “Consenting Individual Defendants”).

3. On September 14, 2021, the Court entered an *Agreed Order Granting Plaintiff’s Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief* (the “September 14, 2021 Order”), thereby approving and appointing, *inter alia*, Daniel J. Stermer as the Corporate Monitor for the initial twenty-seven Consenting Corporate Defendants and their affiliates, subsidiaries, successors and assigns, until further Order of the Court.

4. On January 6, 2022, the Court entered an *Agreed Order Granting Corporate Monitor, Daniel J. Stermer's Unopposed Motion to Expand Corporate Monitorship Estate*, thereby expanding the scope of the corporate monitorship created in this case to include the following five additional entities as Consenting Corporate Defendants: (a) Para Global 2019, LLC, a Georgia limited liability company; (b) Alloy Assets, LLC, a Florida limited liability company; (c) Seeman Holtz Wealth Management, Inc., a Florida corporation; (d) Agency Acquisition Funding, LLC, a Delaware limited liability company; and (e) America's Favorite Insurance Services LLC, a Delaware limited liability company.

5. On May 12, 2023, the Court entered an *Order Appointing Receiver* which appointed Daniel J. Stermer as the Receiver of the Receivership Defendants.

6. On November 23, 2023, the Court entered an *Agreed Order Granting Receiver's Unopposed Motion to Expand Receivership Estate to Include Grace Holdings*, thereby expanding the scope of the receivership to include Grace Holdings Financial LLC.

7. On December 14, 2023, following the investigation and analysis by the Receiver, the Receiver made written demand (the "Demand") upon Fifth Avenue identifying possible causes of action and seeking the clawback of \$350,000.00 (collectively, the "Transfers") from payments made by Receivership Defendant, Seeman Holtz Consulting Corp., for the purchase of membership interests in Fifth Avenue that were delivered to a non-receivership party pursuant to that certain Assignment of Membership Interest dated October 31, 2021. The Receiver alleges that pursuant to said transfer no value was exchanged for the payments made by Seeman Holtz Consulting Corp.

8. As set forth in the Demand, the Receiver takes the position that the Transfers constitute fraudulent transfers from certain of the Receivership Defendants in connection with the

SH Enterprises, and are, therefore, recoverable by Receiver on behalf of the Receivership Defendants.

9. Fifth Avenue denies all of the Receiver's claims and allegations.

10. Pursuant to paragraph 8(q) of the Receivership Order, the Receiver has the authority and power to seek permission and obtain approval from the Court before effectuating any settlement against the Receivership Defendants or before releasing legal claims or causes of action the Receivership Defendants may have against other parties.

Relief Requested

11. In order to avoid the time, expense and uncertainty associated with litigation, the Parties entered into the Settlement Agreement attached as **Exhibit 2**, which resolves the Parties' respective claims and defenses in or relating to the SH Enterprise to the extent of the releases set forth in the Settlement Agreement, and fully and competently resolves all claims between the Receivership Estate and Fifth Avenue, upon the terms set forth in the Settlement Agreement and below.²

a. Payment to Receivership Estate: As a full and final settlement of all claims against Fifth Avenue for the clawback of interest alleged by the Receiver to constitute fraudulent transfers, Fifth Avenue agrees to pay the Receiver the total sum of Three Hundred Thousand Dollars and 00/100 (\$300,000.00) ("Settlement Amount"). The Settlement Amount will be as follows: \$150,000.00 within 90 days from the date of Court approval of the Settlement Agreement (the "Initial Settlement Payment"); \$50,000.00 to be paid no later than 120 days from the date of Court approval of the Settlement Agreement; \$50,000.00 to be paid by no later than 150 days from the date of Court approval of the Settlement Agreement; and a final payment of \$50,000.00 to be

² The terms and conditions set forth herein are in summary form only. The Receiver urges all interested parties to review the Settlement Agreement in its entirety for all of the terms and conditions of the Settlement Agreement.

paid no later than 180 days from the date of Court approval of the Settlement Agreement (each a “Settlement Payment,” and, collectively, the “Settlement Payments”). The Settlement Payments shall be paid via wire at the instructions provided in the Settlement Agreement.

b. Notice and Cure. In the event Fifth Avenue fails to timely make the Settlement Payments called for herein, the Fifth Avenue shall be in default and the Settlement Payments shall be due. In the event the Fifth Avenue defaults under its Settlement Payment obligations, the Receiver shall provide written Notice to the Fifth Avenue within ten (10) business days of such default to the email addresses set forth in paragraph 3 of the Settlement Agreement. The Notice shall identify the default and shall request payment. Fifth Avenue shall have five (5) business days from receipt of the Notice to pay the Settlement Payment due at that time to the Receiver, thereby curing the default. If Fifth Avenue fails to timely cure the alleged default, the full \$350,000 demand minus any payments actually made by Fifth Avenue will be due and owing to Receiver without further notice to the Fifth Avenue. The Parties agree that the Receiver may then seek appropriate remedies before the Court, which shall have exclusive jurisdiction over any dispute or claim arising out of, connected with, or relating to the Settlement Agreement, to enforce the Settlement Agreement and seek judgment for the balance of the Settlement Amount then due upon the Fifth Avenue default and failure to cure. Notice and communications made under the Settlement Agreement shall be provided by email to the respective Parties as set forth in paragraph 3 of the Settlement Agreement.

c. Mutual General Release. Save for any obligations created by the Settlement Agreement, each of Fifth Avenue and the Receivership Estate fully and forever remise, release, acquit, satisfy, and forever discharge the other as of the Effective Date of the Settlement Agreement of and from any and all disputes, damages, claims, liabilities, rights, costs, attorneys’ fees, harms, injuries, expenses, fees, compensation, losses, demands, and all manner of actions,

causes and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, torts, damages, judgments, and executions, whether sounding in contract or in tort, whether based on statute, common law, rule or regulations, whatsoever in law or in equity, known or unknown, matured or unmatured, accrued or unaccrued, suspected or unsuspected, which Fifth Avenue or the Receivership Parties ever had, have or may have against the other, from the beginning of the world to the day of the Settlement Agreement. The aforementioned Mutual General Release shall apply to Fifth Avenue and Receivership Estate's heirs and professionals (collectively, along with the Parties, the "Released Parties," and each, a "Released Party").

d. Return of Membership Interests. The Receiver will contact Marshal Seeman and his counsel and present the Recission Agreement prepared by Fifth Avenue to rescind the assignment of the Membership Interests in Fifth Avenue that were delivered to 5th Avenue Healthcare Partners, LLC pursuant to the Assignment of Membership Interest in Fifth Avenue Physician Services, LLC dated October 31, 2018. Notwithstanding, the Settlement Agreement is not conditioned upon Mr. Seeman executing the Recission Agreement.

e. Reservation of Rights by Receivership Estate. The Parties acknowledge that the Receiver on behalf of the Receivership Estate asserts entitlement to damages and other relief which is either in excess of the Settlement Amount or not provided for by payment of the Settlement Amount. The Parties further acknowledge that Settlement Amount is a compromise of claims by the Receivership Estate against Fifth Avenue only. Accordingly, the Receivership Estate reserves all rights and remedies it may have against any person or entity not specifically identified as a Released Party under or within the Mutual General Release set forth in the Settlement Agreement.

f. No Admission. The Parties agree that the Settlement Agreement and the Settlement Amount provided for herein is not and shall not be construed to be evidence of or any admission concerning the validity or invalidity of any of the allegations or claims asserted or threatened, or that could be asserted or threatened, by the Receiver against the Fifth Avenue. The Settlement Agreement or any payments and actions stemming therefrom shall not be used as evidence in any legal proceeding against any party to the Settlement Agreement. The Parties have entered into the Settlement Agreement in an effort to compromise disputed claims and to avoid the cost and expense of protracted, complex litigation. Fifth Avenue expressly denies any and all wrongdoing and all allegations and claims made by the Receiver. The Parties agree that the Settlement Agreement and the execution thereof does not constitute an admission of any wrongful, unethical or unlawful conduct by the Parties in this matter.

g. Attorneys' Fees and Costs. Each Party shall bear the responsibility for its own attorneys' fees and costs related to the Receiver's Claims against Fifth Avenue, the OFR Complaint, the SH Enterprise, the Settlement Agreement and any fees and costs incurred prior to the Settlement Agreement. In the event that a Party is required to take legal action to enforce the Settlement Agreement, then the prevailing party shall be entitled to an award of prevailing party reasonable attorney's fees incurred to enforce the Settlement Agreement, including any appellate actions or proceedings.

12. By way of this Motion, the Receiver seeks approval of the Settlement Agreement attached hereto as **Exhibit 2** because, in the exercise of the Receiver's professional business judgment, he submits that it is in the best interest of creditors of this Receivership Estate, in that it

represents a fair and reasonable compromise of disputes and will result in material liquidity for the benefit of the Receivership's creditors, including Noteholders.

13. Specifically, as set forth in the Settlement Agreement, Fifth Avenue will pay the sum of \$300,000.00 to the Receiver in full and complete satisfaction of any and all claims that the Receiver has against Fifth Avenue. As set forth in the Settlement Agreement, the Initial Settlement Payment of \$150,000.00 shall be made by Fifth Avenue within 90 days from the date of Court approval of the Settlement Agreement, with subsequent Settlement Payments of \$50,000.00 each due no later than 120 days, 150 days, and 180 days from the date of Court approval of the Settlement Agreement. The Settlement Payments shall be delivered to the Receiver by wire transfer following the instructions attached to the Settlement Agreement as Exhibit A.

14. The Settlement Agreement will also provide for valuable mutual releases between the Parties, as set forth in the Settlement Agreement.

Bases for Approval of the Settlement Agreement

15. By way of this Motion, the Receiver respectfully requests that the Court approve the Settlement Agreement attached hereto as **Exhibit 2** because the Receiver, in the exercise of his professional business judgment, believes that the terms represent a fair and reasonable compromise of the disputes between the Receiver, on behalf of the Receivership Defendants, and Fifth Avenue, and will benefit creditors of this Receivership. While the Receiver believes that the Receivership's claims against Fifth Avenue are meritorious, the probability of success cannot be gauged with certainty at this stage and material risk exists, as Fifth Avenue has asserted certain defenses in response to the Receiver's Demand.

16. The Receiver undertook a detailed analysis of the payments made to Fifth Avenue. The Receiver and his professionals further analyzed the law related to the voidable nature of these payments and possible defenses that could be asserted by Fifth Avenue. The Receiver then

undertook pre-suit settlement discussions with Fifth Avenue wherein each side provided further detailed analysis of their respective positions, claims and defenses. After thorough analysis and back-and-forth with Fifth Avenue, the settlement, as set forth in the Settlement Agreement, was reached.

17. Recognizing the uncertainty of litigation, and that a trial would require significant time, with extensive fees and costs to be incurred in connection with discovery, experts, and trial preparation, the Receiver, in the exercise of his professional business judgment, has negotiated the terms of the Settlement Agreement and believes that the best interests of creditors of this Receivership are best served by resolving the disputes pursuant to the terms in the Settlement Agreement, as that resolution will result in immediate and material liquidity for this Receivership.

WHEREFORE, Daniel J. Stermer, as Receiver, respectfully requests entry of the proposed Order attached as **Exhibit 1** (i) granting the Motion; (ii) approving the Settlement Agreement attached hereto as **Exhibit 2**; and (iii) granting such other and additional relief as the Court deems just and proper.

Dated: May 7, 2024

BERGER SINGERMAN LLP
Counsel for Receiver
201 E. Las Olas Boulevard
Suite 1500
Fort Lauderdale, FL 33301
Tel. (954) 525-9900
Fax (954) 523-2872

By: /s/ Brian G. Rich

Brian G. Rich, FBN 38229
brich@bergersingerman.com
Gavin C. Gaukroger, FBN 76489
ggaukroger@bergersingerman.com
Michael J. Niles, FBN 107203
mniles@bergersingerman.com
DRT@bergersingerman.com

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on May 7, 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.

I **FURTHER CERTIFY** that on May 7, 2024, the a true and correct copy of the foregoing was served by electronic transmission upon all parties listed below.

By: /s/ Brian G. Rich
Brian G. Rich

Cynthia J. Miller, Esq.
Sweetapple, Broeker & Varkas, P.L.
4800 North Federal Highway, Suite D306
Boca Raton, FL 33432
cmiller@sweetapplelaw.com
paralegal@sweetapplelaw.com

SERVICE LIST

<p>A. Gregory Melchior, Esq., Chief Counsel George C. Bedell, III, Esq., Chief Counsel <i>Office of General Counsel</i> <i>Florida Office of Financial Regulation</i> 200 East Gaines Street Tallahassee, FL 32309 Greg.Melchior@flofr.gov George.Bedell@flofr.gov Sharon.Sutor@flofr.gov <i>Counsel for Plaintiff</i></p>	<p>Scott Alan Orth, Esq. <i>Law Offices of Scott Alan Orth</i> 3860 Sheridan Street, Ste. A Hollywood, FL 33021 scott@orthlawoffice.com service@orthlawoffice.com eserviceSAO@gmail.com <i>Attorney for Defendant Marshal Seeman, Twenty-six Defendant Entities</i></p>
<p>Daniel J. Stermer, Esq. <i>Development Specialists, Inc.</i> 500 E. Broward Boulevard, Suite 1700 Fort Lauderdale, Florida 33394 dsterner@DSIConsulting.com <i>Receiver</i></p>	<p>Susan Yoffee, Esq. Gary A. Woodfield, Esq. <i>Nason Yeager Gerson Harris & Fumero, P.A.</i> 3001 PGA Boulevard, Suite 305 Palm Beach Gardens, FL 33410 syoffee@nasonyeager.com gwoodfield@nasonyeager.com sdaversa@nasonyeager.com <i>Counsel for The Estate of Eric Charles Holtz</i></p>
<p>Victoria R. Morris, Esq. Andrew C. Lourie, Esq. Kobre & Kim LLP 201 South Biscayne Boulevard, Suite 1900 Miami, FL 33131 Andrew.Lourie@kobrekim.com Victoria.Morris@kobrekim.com <i>Attorneys for Relief Defendant Seeman Holtz Property and Casualty LLC</i></p>	<p>David L. Luikart III, Esq. Hill, Ward & Henderson, P.A. 101 East Kennedy Boulevard, Suite 3700 Tampa, FL 33602 Dave.luikart@hwlaw.com Michelle.armstrong@hwlaw.com <i>Attorneys for Prime Short Term Credit, Inc.</i></p>
<p>Joshua W. Dobin, Esq. James C. Moon, Esq. Meland Budwick, P.A. 3200 Southeast Financial Center 200 South Biscayne Boulevard Miami, FL 33131 jdobin@melandbudwick.com jmoon@melandbudwick.com mramos@melandbudwick.com <i>Attorneys for Teleios LS Holdings V DE, LLC and Teleios LS Holdings IV DE, LLC</i></p>	<p>Bernard Charles Carollo, Jr., Esq. John J. Truitt, Esq. William Leve, Esq. Vernon Litigation Group 8985 Fontana Del Sol Way Naples, FL 34109 bcarollo@vernonlitigation.com jtruitt@vernonlitigation.com wleve@vernonlitigation.com nzumaeta@vernonlitigation.com <i>Attorneys for Edwin and Karen Ezrine, Intervenor And Tom Echolds, Interested Party</i></p>

Gary M. Murphree, Esq.
Brandy Abreu, Esq.
AM Law, LC
10743 SW 104th Street
Miami, FL 33186
gmm@amlaw-miami.com
babreu@amlaw-miami.com
mramirez@amlaw-miami.com
pleadings@amlaw-miami.com
*Attorneys for Zoe Seijas and Victor Seijas,
Jr., Trustees of Victor Seijas Living Trust*

Harris J. Koroglu, Esq.
Shutts & Bowen LLP
200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131
hkoroglu@shutts.com
Attorneys for MCM 301 Yamato LLC

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,
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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, DANIEL J. STERMER'S MOTION TO
APPROVE SETTLEMENT AGREEMENT AND MUTUAL GENERAL
RELEASE WITH FIFTH AVENUE PHYSICIANS SERVICES, LLC**

THIS MATTER came before the Court on _____, 2024, at 8:45 a.m., in West Palm Beach, Florida, upon the *Receiver, Daniel J. Stermer's Motion to Approve Settlement Agreement and Mutual General Release With Fifth Avenue Physicians Services, LLC* (the "Motion") filed by the Court-appointed Receiver, Daniel J. Stermer ("Receiver"). The Motion seeks approval of a *Settlement Agreement* (the "Settlement Agreement"), a copy of which is attached to the Motion as Exhibit 2, between the Receiver, on behalf of the Receivership Defendants¹ and Fifth Avenue Physicians Services, LLC ("Fifth Avenue," and, together with the Receiver, collectively, the "Parties"). The Court, having considered the Motion and the Settlement Agreement, having reviewed the Court file, having heard argument of counsel and being otherwise fully advised in the premises, it is hereupon,

ORDERED and ADJUDGED that:

1. The Motion is **GRANTED**.
2. The Settlement Agreement between the Receiver and Fifth Avenue, attached to the Motion as Exhibit 2 is **APPROVED** in its entirety.

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

3. The Parties are directed to comply with the terms and conditions of the Settlement Agreement, and the Court retains jurisdiction to enforce the terms thereof.

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

A. Gregory Melchior, Esq. and George Bedell, Esq.
Office of General Counsel
Florida Office of Financial Regulation
200 East Gaines Street
Tallahassee, Florida 32309
greg.melchior@flofr.gov
george.bedell@flofr.gov
Attorneys for Plaintiff

Law Offices of Scott Alan Orth
3860 Sheridan Street, Ste. A
Hollywood, FL 33021
scott@orthlawoffice.com
service@orthlawoffice.com
eserviceSAO@gmail.com
Attorney for Defendant Marshal Seeman and Twenty-six Defendant Entities

Daniel J. Stermer, Esq.
Development Specialists, Inc.
500 E. Broward Boulevard, Suite 1700
Fort Lauderdale, Florida 33394
dsterner@DSIConsulting.com
Receiver

Brian G. Rich, Esq. and Gavin C. Gaukroger, Esq.
Berger Singerman LLP
201 E. Las Olas Boulevard
Suite 1500
Fort Lauderdale, FL 33301
brich@bergersingerman.com
ggaukroger@bergersingerman.com
Attorneys for Receiver, Daniel J. Stermer

Gary A. Woodfield, Esq.
Nason Yeager Gerson Harris & Fumero, P.A.
3001 PGA Boulevard, Suite 305
Palm Beach Gardens, FL 33410
gwoodfield@nasonyeager.com
sdaversa@nasonyeager.com
Counsel for The Estate of Eric Charles Holtz

Victoria R. Morris, Esq.
Andrew C. Lourie, Esq.
Kobre & Kim LLP
201 South Biscayne Boulevard, Suite 1900
Miami, FL 33131
Andrew.Lourie@kobrekim.com
Victoria.Morris@kobrekim.com
Attorneys for Relief Defendant Seeman Holtz Property and Casualty LLC

David L. Luikart III, Esq.
Hill, Ward & Henderson, P.A.
101 East Kennedy Boulevard, Suite 3700
Tampa, FL 33602
Dave.luikart@hwhlaw.com
Michelle.armstrong@hwhlaw.com
Attorneys for Prime Short Term Credit, Inc.

Joshua W. Dobin, Esq.
James C. Moon, Esq.
Meland Budwick, P.A.
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, FL 33131
jdobin@melandbudwick.com
jmoon@melandbudwick.com
mramos@melandbudwick.com
Attorneys for Teleios LS Holdings V DE, LLC and Teleios LS Holdings IV DE, LLC

Bernard Charles Carollo, Jr., Esq.
John J. Truitt, Esq.
William Leve, Esq.
Vernon Litigation Group
8985 Fontana Del Sol Way
Naples, FL 34109
bcarollo@vernonlitigation.com
jtruitt@vernonlitigation.com
wleve@vernonlitigation.com
nzumaeta@vernonlitigation.com

Attorneys for Edwin and Karen Ezrine, Intervenors and Tom Echolds, Interested Party

Gary M. Murphree, Esq.

Brandy Abreu, Esq.

AM Law, LC

10743 SW 104th Street

Miami, FL 33186

gmm@amlaw-miami.com

babreu@amlaw-miami.com

mramirez@amlaw-miami.com

pleadings@amlaw-miami.com

Attorneys for Zoe Seijas and Victor Seijas, Jr., Trustees of Victor Seijas Living Trust

Harris J. Koroglu, Esq.

Shutts & Bowen LLP

200 South Biscayne Boulevard, Suite 4100

Miami, FL 33131

hkoroglu@shutts.com

Attorneys for MCM 301 Yamato LLC

EXHIBIT 2

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is effective and ratified as of April 25, 2024 (“Effective Date”) by and between National Senior Insurance, Inc. D/B/A Seeman Holtz, Centurion Insurance Services Group, LLC, 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, 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 (collectively referred to as the “Receivership Parties”), by and through the Daniel J. Stermer, not individually but solely in his capacity as the Court-appointed Receiver (the “Receiver,” together with Receivership Parties, the “Receivership Estate”); and Fifth Avenue Physicians Services, LLC (the “Fifth Avenue”). Each of the Receivership Parties, the Receiver, and Fifth Avenue, is sometimes referred to herein as a “Settling Party” or collectively as the “Settling Parties”, and each of the Settling Parties herein as a “Party” or collectively as the “Parties”.

RECITALS

The following provisions form the basis of, and are incorporated within, this Agreement:

WHEREAS, On July 12, 2021, the State of Florida, Office of Financial Regulation (“OFR”) filed a *Complaint for Temporary and Permanent Injunction, Appointment of Receiver, Restitution, Civil Penalties, and Other Statutory and Equitable Relief*, (the “OFR Complaint”) in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida (the “Court”), against the several defendants, including, but not limited to, Receivership Parties, its affiliates and offices, seeking to restrain acts and practices of said defendants in violation of various provisions of Chapter 517, Florida Statutes (“Florida Securities and Investor Protection Act”), including sections 517.301, 517.12 and 517.07, and “halt the securities fraud scheme and common enterprise operated and controlled by Marshal Seeman (“Seeman”) and Seeman’s deceased business partner, Eric Charles Holtz (“Holtz”)” (the Ponzi-like securities fraud scheme and common enterprise more fully described in the OFR Complaint shall herein be incorporated and referred to as the (“SH Enterprise”);

WHEREAS, On September 14, 2021, the Court entered the Agreed Order Granting Plaintiff’s Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief (“Corporate Monitor Order”), providing that Daniel J. Stermer serve as Corporate Monitor for the Corporate Monitorship Parties and their respective affiliates, subsidiaries, successors, and assigns;

WHEREAS, On May 12, 2023, the Court entered the Receivership Order (“Order Appointing Receiver”), providing that Daniel J. Stermer serve as Receiver for the Receivership Parties and their respective affiliates, subsidiaries, successors, and assigns;

WHEREAS, the Receivership Order grants the Receiver the authority to bring any claim, action, or lawsuit on behalf of the Receivership Parties against any entity or individual who may have wrongfully damaged the Receivership Estate or improperly misappropriated assets of the Receivership Estate;

WHEREAS, on or about November 9, 2023, the Receiver sent Fifth Avenue a demand letter identifying possible causes of action and seeking the clawback of \$350,000.00 from payments made by Seeman Holtz Consulting Corp., one of the Receivership Parties, for the purchase of membership interest in Fifth Avenue that were delivered a Non-Receivership Party pursuant to that certain Assignment of Membership Interest dated October 31, 2021. The Receiver alleges that pursuant to said transfer no value was exchanged for the payment made by Seeman Holtz Consulting Corp. Such transfer is alleged by the Receiver to constitute a fraudulent transfer from certain of the Receivership Parties in connection with the SH Enterprise.

WHEREAS, the Fifth Avenue denies all the Receiver’s claims and allegations;

WHEREAS, in order to avoid the time, expense, and uncertainty associated with litigation, the Parties desire to compromise their respective claims and defenses in or relating to the SH Enterprise to the extent of the releases set forth within this Agreement, and fully and completely resolve all claims between the Receivership Estate and the Fifth Avenue.

NOW THEREFORE, for good and valuable consideration, including the mutual promises and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged the Settling Parties agree as follows:

1. Recitals. The above recitals are true and correct and are an integral and essential part of this Agreement.
2. Payment to Receivership Estate. As a full and final settlement of all claims against the Fifth Avenue for the clawback of interest alleged by the Receiver to constitute fraudulent transfers, Fifth Avenue agrees to pay the Receiver the total sum of THREE HUNDRED THOUSAND DOLLARS and 00/100 (\$300,000.00) (“Settlement Amount”). The Settlement Amount will be paid as follows: \$150,000.00 within 90 days from the date of Court approval of this Agreement (the “Initial Settlement Payment”); \$50,000 to be paid by no later than 120 days from the date of Court approval of this Agreement; \$50,000 to be paid by no later than 150 days from the date of Court approval of this Agreement and a final payment of \$50,000 to be paid no later than 180 days from the date of Court approval of this Agreement. The Settlement Payment shall be paid via wire at the instructions provided below.

Wire Instructions:

SEE ATTACHED

3. Notice and Cure. In the event Fifth Avenue fails to timely make the Settlement Payment called for herein, the Fifth Avenue shall be in default and the Settlement Payment shall be due. In the event the Fifth Avenue defaults under their Settlement Payment obligations, the Receiver shall provide written Notice to the Fifth Avenue within ten (10) business days of such default to the email addresses below. The Notice shall identify the default and shall request payment. Fifth Avenue shall have five (5) business days from receipt of the Notice to pay the Settlement Payment due at that time to the Receiver, thereby curing the default. If Fifth Avenue fails to timely cure the alleged default, the full \$350,000 demand minus any payments actually made by Fifth Avenue will be due and owing to Receiver without further notice to the Fifth Avenue. The Parties agree that the Receiver may then seek appropriate remedies before the Court, which shall have exclusive jurisdiction over any dispute or claim arising out of, connected with, or relating to this Agreement, to enforce the Agreement and seek judgment for the balance of the Settlement Amount then due upon the Fifth Avenue default and failure to cure. Notice and communications made under this Agreement shall be provided by email to the respective Parties as follows:

If to Fifth Avenue:

Cynthia J. Miller, Esq.
Sweetapple, Broeker & Varkas, P.L.
4800 North Federal Highway, Suite D306
Boca Raton, Florida 33432
Telephone: 561-392-1230
Email: cmiller@sweetapplelaw.com
paralegal@sweetapplelaw.com

If to Receiver:

Daniel J. Stermer, Receiver
c/o Berger Singerman, LLP
313 N. Monroe Street, Suite 301
Tallahassee, FL 32301
Telephone: 850-521-6736
Email: brich@bergersingerman.com
mnailes@bergersingerman.com

4. Conditions of Enforcement of Agreement: The Court shall enter an order approving this Agreement, and the Fifth Avenue shall cooperate with the Receiver and his attorneys' efforts to obtain Court approval of this Agreement.

5. Mutual General Release. Save for any obligations created by this Agreement, the Fifth Avenue and the Receivership Estate do hereby fully and forever remise, release, acquit, satisfy, and forever discharge the other as of the Effective Date of this Agreement of and from any and all disputes, damages, claims, liabilities, rights, costs, attorneys' fees, harms, injuries, expenses, fees, compensation, losses, demands, and all manner of actions, causes and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, torts, damages, judgments, and executions, whether sounding in contract or in tort, whether based on statute, common law, rule or regulations, whatsoever in law or in equity, known or unknown, matured or unmatured, accrued or unaccrued, suspected or unsuspected, which Fifth Avenue or the Receivership Parties ever had, have or may have against the other, from the beginning of the world to the day of this Agreement. The aforementioned Mutual General Release shall apply to Fifth Avenue and Receivership Estates heirs and professionals (collectively, along with the Parties, the "Released Parties," and each, a "Released Party").

6. Return of Membership Interests. The Receiver will contact Marshall Seeman and his counsel and present the Recission Agreement prepared by Fifth Avenue to rescind the assignment of the Membership Interests in Fifth Avenue that were delivered to 5th Avenue Healthcare Partners, LLC pursuant to the Assignment of Membership Interest in Fifth Avenue Physician Services, LLC dated October 31, 2018. Notwithstanding, this Agreement is not conditioned upon Mr. Seeman executing the Recission Agreement.

7. Reservation of Rights by Receivership Estate. The Parties acknowledge that the Receiver on behalf of the Receivership Estate asserts entitlement to damages and other relief which is either in excess of the Settlement Amount or not provided for by payment of the Settlement Amount. The Parties further acknowledge that Settlement Amount is a compromise of claims by the Receivership Estate against Fifth Avenue only. Accordingly, the Receivership Estate reserves all rights and remedies it may have against any person or entity not specifically identified as a Released Party under or within the Mutual General Release above.

8. No Admission. The Parties agree that this Agreement and the Settlement Amount provided for herein is not and shall not be construed to be evidence of or any admission concerning the validity or invalidity of any of the allegations or claims asserted or threatened, or that could be asserted or threatened, by the Receiver against the Fifth Avenue. This Agreement or any payments and actions stemming therefrom shall not be used as evidence in any legal proceeding against any party hereto. The Parties have entered into this Agreement in an effort to compromise disputed claims and to avoid the cost and expense of protracted, complex litigation. Fifth Avenue expressly denies any and all wrongdoing and all allegations and claims made by the Receiver. The Parties agree that this Agreement and the execution thereof does not constitute an admission of any wrongful, unethical or unlawful conduct by the Parties in this matter.

9. Attorneys' Fees and Costs. Each Party shall bear the responsibility for its own attorneys' fees and costs related to the Receiver's Claims against Fifth Avenue, the OFR

Complaint, the SH Enterprise, this Agreement and any fees and costs incurred prior to this Agreement. In the event that a Party is required to take legal action to enforce the Agreement, then the prevailing party shall be entitled to an award of prevailing party reasonable attorney's fees incurred to enforce this Agreement, including any appellate actions or proceedings.

10. Voluntary Agreement and Advice of Counsel. Each Party represents and warrants that it has read this Agreement and understands it. Each Party has had the opportunity to investigate this matter, determine the advisability of entering into this Agreement, and has entered into this Agreement freely and voluntarily without duress, undue influence, or coercion and has had the opportunity to obtain advice of legal counsel of its own choosing before signing this Agreement.

11. Entire Agreement. This Agreement constitutes the Parties' entire understanding and agreement and there are no other promises, agreements, or understandings between the Parties. There are no warranties or representations, oral or written, other than as set forth in this Agreement.

12. Amendment, Modification, and Non-Waiver. There shall be no amendment or modification of any of the terms of this Agreement unless such amendment or modification is reduced to writing and signed by the Parties in the same manner as this Agreement. Any failure by any Party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as waiving that Party's right to strictly enforce the terms and conditions of this Agreement.

13. Interpretation of Agreement. All Parties have participated in the preparation of this Agreement and no term herein shall be construed for or against any Party because that Party or that Party's attorney drafted such provision.

14. Counterparts and Copies to be Considered Originals. Every executed copy of this Agreement, whether in paper or electronic format, shall be considered to be an original hereof. This Agreement may be executed in multiple counterparts and, taken together, such counterparts shall constitute the complete Agreement.

15. Tolling. The Receiver and Fifth Avenue agree that any statute of limitations related to the Receiver's claims shall be tolled until thirty days from payment in full of the Settlement Amount.

16. Choice of Law and Venue Selection. This Agreement is entered into in the State of Florida and the Agreement, and any rights, remedies, or obligations provided for, or arising out of, this Agreement, shall be construed and enforced in accordance with the laws of the State of Florida, without regard to conflict of law principles. The exclusive venue for any disputes, claims, actions, or lawsuits related to, connected with, or arising out of this Agreement shall be the Court, which is a division of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida, to the exclusion of all other venues.

All Parties hereby consent to the jurisdiction of the Court, and waive their rights to contest jurisdiction or claim forum non-convenience.

17. Severability. In the event any provision, or part thereof, of this Agreement is found to be invalid or unenforceable, that provision, or part thereof, shall be deemed to be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision, or part thereof, shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the breadth permitted by law. If the Agreement is modified by the Court pursuant to this provision, any modifications shall be to the minimal extent possible.

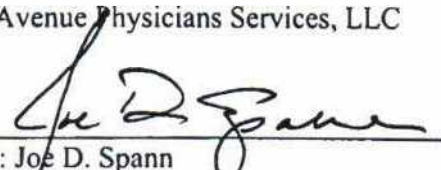
18. Cooperation. The Parties agree to cooperate with one another in the event any bona fide errors or omissions are identified in or related to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates affixed with their signatures below.

National Senior Insurance, Inc. D/B/A Seeman Holtz, Centurion Insurance Services Group, LLC, 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, 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 SPVI 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.


By their Court-appointed Receiver Daniel J. Stermer

Fifth Avenue Physicians Services, LLC

By: 
Name: Joe D. Spann
Its: Chief Executive Officer



**Incoming Domestic and International Wire
Instructions**

Please forward the funds utilizing the following instructions:

Send the funds to:

Beneficiary Bank Information:

ABA/Routing # 084000026

Swift Code: FTBMUS44

First Horizon Bank

18841 NE 29th Avenue

Aventura, Florida 33180

Providing credit to:

Beneficiary Information

NATIONAL SENIOR

INSURANCE INC

DANIEL J STERMER,

CORPORATE MONITOR

Account Number:



301 E Yamato Road Suite 2180

Boca Raton, Florida 33431

Additional information: