

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
WEST PALM BEACH DIVISION**

DANIEL J. STERMER, as receiver for  
NATIONAL SENIOR INSURANCE, INC.  
D/B/A SEEMAN HOLTZ,  
CENTURION ISG SERVICES, 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 VI, LLC,  
SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,

Case No. 9:24-cv-80722-RLR

Plaintiffs,

v.

WELLS FARGO BANK, N.A.,

Defendant.

---

**DEFENDANT WELLS FARGO BANK, N.A.'S REMOVAL STATUS REPORT**

Pursuant to the Notice of Court Practice in Removal Cases dated June 12, 2024 (DE 13), Defendant Wells Fargo Bank, N.A. (“Wells Fargo”) respectfully submits this Removal Status Report. In addition to the information provided below, Wells Fargo is attaching all records and proceedings from the state court action. *See* Composite Exhibit A.

**1. Nature of Claims**

Daniel J. Stermer, as Receiver for Plaintiff Daniel J. Stermer, as Receiver for National Senior Insurance, Inc. d/b/a Seeman Holtz, Centurion ISO Services, 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 VI, LLC, SH Global, LLC n/k/a Para Longevity V, LLC (“Plaintiff”) alleges that Wells Fargo “aid[ed] and abet[ed] a Ponzi scheme orchestrated by Marshal Seeman, Eric Holtz, and Brian Schwartz resulting in the loss of more than \$300,000 to more than a thousand victims.” *See* Complaint ¶ 1. Based on these allegations, Plaintiff brings claims for: (i) aiding and abetting breach of fiduciary duties; (ii) aiding and abetting fraud; (iii) negligence; and (iv) unjust enrichment. *See generally* Compl.

Based on these claims, Plaintiff seeks an award of actual compensatory, consequential and incidental damages, civil penalties, “income and fees retained by Wells Fargo from the funds held in the Plaintiffs’ bank accounts” and pre- and post-judgment interest. *See* Compl. WHEREFORE clauses.

## **2. Grounds for Removal and List of all Parties**

As stated more fully in Wells Fargo’s Notice of Removal, the state court action was removable under 28 U.S.C. §§ 1332, 1441, and 1446 based on diversity jurisdiction. There is complete diversity of citizenship between the parties as Wells Fargo is a resident of the State of South Dakota and Plaintiff is a resident of the State of Florida.

Moreover, while Wells Fargo denies that Plaintiff is ultimately entitled to recover any amounts, the amount in controversy clearly exceeds \$75,000 as set forth more fully in the Notice of Removal.

The parties to this action are Daniel J. Stermer, as Receiver for Daniel J. Stermer, as Receiver for National Senior Insurance, Inc. d/b/a Seeman Holtz, Centurion ISO Services, 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 VI, LLC, SH Global, LLC n/k/a Para Longevity V, LLC and Wells Fargo Bank, N.A.

**3. List of Pending Motions**

Wells Fargo's Unopposed Motion for Extension of Time to Respond to Plaintiff's Complaint (DE 5) remains pending at this time.

**4. Defendant's Consent to Removal**

Wells Fargo is the sole defendant in this action. Accordingly, there are no other defendants from whom consent is required to remove this action.

**5. Timeliness of Removal**

As stated more fully in Wells Fargo's Notice of Removal, Wells Fargo removed this action on June 7, 2024, which was within thirty (30) days of service of the Summons and Complaint on May 14, 2024, as required by 28 U.S.C. § 1446(b), and within thirty (30) days of the filing of the Complaint on May 9, 2024.

Dated: June 14, 2024

Respectfully submitted,

**McGUIREWOODS LLP**

/s/ Emily Y. Rottmann

Emily Y. Rottmann  
Florida Bar No. 93154  
50 N. Laura Street, Suite 3300  
Jacksonville, FL 32202  
(904) 798-3200  
(904) 798-3207 (fax)  
erottmann@mcguirewoods.com  
flservice@mcguirewoods.com  
clambert@mcguirewoods.com

Jarrod Shaw (*admitted pro hac vice*)  
Nellie Hestin (*admitted pro hac vice*)  
Tower Two-Sixty  
260 Forbes Avenue, Suite 1800  
Pittsburgh, PA 15222  
Telephone: (412) 667-6000  
jshaw@mcguirewoods.com  
nhestin@mcguirewoods.com

*Attorneys for Defendant  
Wells Fargo Bank, N.A.*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on June 14, 2024, a true copy of the foregoing was filed with the Court of Court using the CM/ECF system, which will send notice of the electronic filing to all counsel of record.

/s/ Emily Y. Rottmann  
Attorney