

**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,  
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, 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.

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**RECEIVER, DANIEL J. STERMER'S RESPONSE IN OPPOSITION TO RICHARD DONOFF'S MOTION FOR RECONSIDERATION OF APPROVAL OF SETTLEMENT AND AGREED FINAL ORDER AGAINST DEFENDANT**

Daniel J. Stermer, as Court-appointed Receiver (the "**Receiver**") for the property, assets, and business of the thirty-three (33) Receivership entities<sup>1</sup> (the "Receivership Defendants" and, formerly the "**Consenting Corporate Defendants**"), and, together with the Receiver, collectively, the "**Receivership Estate**"), files this Response to Richard Donoff's ("**Donoff**") Motion for Reconsideration of Approval of Settlement and Agreed Final Order Against Defendant ("**Motion**"), and states:

**I. SUMMARY OF THE ARGUMENT**

On March 26, 2024, Donoff and the Receiver entered into a settlement agreement ("**Settlement Agreement**") at a pre-suit mediation which resolved all claims between the parties. Section 8 of the jointly drafted Settlement Agreement required the Receiver to file a partially

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<sup>1</sup> 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.

redacted copy of the Settlement Agreement for Court approval..<sup>2</sup> Thereafter, Donoff experienced buyer's remorse, began conjuring excuses based on the purported breach of confidentiality clause to avoid honoring the settlement, then breached the Settlement Agreement himself by failing to make the stipulated initial payment. This Motion is procedurally and substantively improper and should be denied in its entirety.

By this single Motion, Donoff seeks (1) reconsideration of the Order Granting Receiver's Motion to Approve Settlement Agreement, dated May 29, 2024 ("**Approval Order**"), entered in the instant Case No. 50-2021-CA-008718 ("**Original Action**"); and (2) rehearing of the Agreed Final Judgment against Defendant, dated August 19, 2024 ("**Final Judgment**"), in a completely separate case filed to enforce the Settlement Agreement styled *Daniel Stermer, as Receiver v. Richard Donoff*, Case No. 50-2024-CA-006353 ("**Enforcement Action**").

This would be a novel use of motion practice in Florida's court system, because no such procedure exists. Substantively, the Motion is meritless.

First, the Court correctly approved the Settlement Agreement, pursuant to the Court's procedures that require the Receiver to seek such approval. The Settlement Agreement was completely redacted and filed under seal with Donoff's attorney's consent. And any allegation that the Receiver breached the Settlement Agreement, which the Receiver strenuously denies, is of no moment to the Court's approval of the parties' voluntary written compromise.

Second, Donoff's Motion is filed untimely and in the wrong case. The Court cannot conduct a rehearing of a Final Judgment entered in a different case. Even if the Motion was filed

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<sup>2</sup> Promptly after filing the stipulated version of the Settlement Agreement with the settlement financial terms redacted, Donoff's attorney requested the filing be replaced with a fully redacted version, which was promptly done by the Receiver. Although Donoff's claims of breach are frivolous and strenuously rejected by Receiver, any purported breach would have been waived or cured by Donoff's counsel's agreement to the clerk's replacement of the filing.

in the correct case, it was filed more than fifteen (15) days after the rendition of the Final Judgment, which deprives the Court of any authority to alter, modify or vacate the judgment. Both mistakes are independently fatal.

## **II. PROCEDURAL HISTORY**

1. 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* (“**OFR Complaint**”). The OFR Complaint alleged: (i) Securities Fraud; (ii) Sale of Securities by Unregistered Dealer, Issuer, or Associated Persons; (iii) Acting as Unregistered Investment Advisor or Associated Persons; (iv) Sale of Unregistered Securities; (v) False Statements to the OFR; (vi) Securities Fraud; (vii) Sale of Securities by Unregistered Dealer, Issuer, or Associated Persons; (viii) Sale of Unregistered Securities; (ix) Securities Fraud; (x) Sale of Securities by Unregistered Dealer, Issuer, or Associated Persons; (xi) Sale of Unregistered Securities; (xii) Action to Enjoin Defendants and Relief Defendants; (xiii) Application for Appointment of Receiver; (xiv) Application for Restitution Order Against Defendants; (xv) Application for Order Imposing Civil Penalties Against the Defendants; and (xvi) Equitable Action for Accounting and Disgorgement of Ill-Gotten Gains and Unjust Enrichment. The only individuals named as Defendants in the OFR Complaint are Marshal Seeman and Brian Schwartz – Donoff is not named or even mentioned in the OFR Complaint.

2. On September 14, 2021, the Court entered the *Agreed Order Granting Plaintiff’s Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief* (the “Corporate Monitor Order”) where Daniel J. Stermer was appointed as Corporate Monitor of the Consenting Corporate Defendants which originally consisted of twenty-seven entities.

3. Paragraph 13(P) of the Corporate Monitor Order required the Corporate Monitor to “seek permission and **obtain approval** from the Court before effectuating any settlement, consent judgment or allowing any default or default judgment against the Consenting Corporate Defendants, or before releasing legal claims or causes of action the Consenting Corporate Defendants may have against other parties.” (emphasis added).

4. On May 12, 2023, the Court entered the *Order Appointing Receiver* (“**Receivership Order**”) wherein Daniel J. Stermer was appointed Receiver of the Consenting Corporate Defendants which totaled thirty-three entities at that time.

5. The Receivership Order required the Receiver, among other things, “[t]o seek permission and **obtain approval** from the Court before effectuating any settlement, consent judgment or allowing any default or default judgment against the Receivership Defendants, or before releasing legal claims or causes of action the Receivership Defendants may have against other parties.” *See* Receivership Order, Section 8(q) (emphasis added).

6. On July 28, 2023, and October 30, 2023, the Receiver delivered letters to Donoff advising him of the Receivership Order and demanding the return of fraudulently transferred funds from the Receivership Estate. *See* B. Rich Affidavit ¶ 4, attached as **Exhibit 1**.

7. The parties agreed to participate in mediation prior to and in an effort to avoid litigation. *Id.* at ¶ 5.

8. On March 26, 2024, the parties attended an in-person mediation before Keith Appleby, Esq., at the offices of Donoff’s attorneys, Greenspoon Marder in Boca Raton (the “**Mediation**”). *Id.* at ¶ 7.

9. At the mediation, the parties, with the assistance of counsel, negotiated, jointly drafted, and executed the Settlement Agreement. *Id.* at ¶ 8.

10. Section 8 of the Settlement Agreement stated:

“Conditions of Enforcement of Agreement: The Court shall enter an order approving this Agreement, and Donoff shall cooperate with the Receiver and his attorneys’ efforts to obtain Court approval of this Agreement. The Receiver will file a copy of this Agreement with the financial terms of the settlement redacted with the Court. The Receiver shall provide the Court, under seal, an unredacted version of the Agreement.”

(emphasis added). *Id.* at ¶ 9, 14.

11. On March 27, 2024, the very day after execution of the Settlement Agreement, the mediator forwarded to the Receiver’s counsel a request from Donoff’s counsel to modify the terms of the Settlement Agreement under a purported and non-existent “3 day right of rescission:”

**From:** Rose Schindler <[Rose.Schindler@gmlaw.com](mailto:Rose.Schindler@gmlaw.com)>  
**Sent:** Wednesday, March 27, 2024 8:30:29 AM  
**To:** Keith Appleby <[kappleby@westshoremiation.com](mailto:kappleby@westshoremiation.com)>;  
**Subject:** Mediation

Keith, under the 3 day right of rescission, I have a request for modification of the terms with respect to Rich Donoff. He is agreeable to the same amount of [REDACTED] but after talking to his accountant, he needs to restructure the terms to [REDACTED] for 5 years. Otherwise it presents a huge tax burden for him due to him taking the funds out of his retirement account. Please see what you can do to accomplish this modification. Thank you.

  
Greenspoon Marder LLP  
— CELEBRATING FORTY YEARS TOGETHER —  
Rose M. Schindler, Esq.

*Id.* at ¶ 10, and **Exhibit A** to B. Rich Aff.

12. The Receiver rejected the request for modification urged by Donoff’s counsel as buyer’s remorse. *Id.* at ¶ 11.

13. On April 26, 2024, the Receiver filed a Motion to Approve the Settlement Agreement and Motion to Determine Confidentiality of Court Records. *Id.* at ¶ 12.

14. Donoff’s attorney did not raise any issues with the filings until ten (10) days later, when she claimed the Settlement Agreement should not have been filed, at which point she was reminded of Section 8 of the Settlement Agreement. *Id.* at ¶ 13, and **Exhibit B** to B. Rich. Aff.

15. On May 21, 2024, after the Court granted the Motion to Determine Confidentiality of Court Records, the Receiver's counsel advised Donoff's counsel that the Settlement Agreement in the record could be replaced with a fully redacted version and stated "[w]hile we believe that that is unnecessary and no breach has occurred, based upon your request we will move forward in that regard. Please advise if that addresses any concerns your client may have." *Id.* at ¶ 15, and **Exhibit C** to B. Rich Aff.

16. Donoff's counsel responded within one hour: "Thank you. **That is acceptable.**" *Id.* (emphasis added). *Id.* at ¶ 16. Based upon Donoff's counsel's response, the Receiver had the originally-filed, partially-redacted Settlement Agreement replaced with a fully-redacted Settlement Agreement. *Id.* at ¶ 17-19, and **Exhibit D** to B. Rich Aff.

17. On May 30, 2024, a hearing was held on the Receiver's Motion to Approve the Settlement Agreement where the Court heard Donoff's theories of breach and thinly veiled attempts to escape his settlement payment obligations. The Court correctly observed and ruled:

**The Court:** He has replied and now I'm going to do my job which is to rule.

The court has reviewed the motions. I've heard your arguments.

The court's inquiry and gaze at this point is limited to determining the appropriateness of approving the settlement agreement that has already been reached by the parties and that's a different inquiry than determining whether or not the agreement that the parties have reached has been breached in some manner. So the motion to approve the settlement is granted.

May 30, 2024 Hr'g Tr. p.9:14-17, attached as **Exhibit 2**.

18. On May 29, 2024, Court entered an Order approving the Settlement Agreement ("**Approval Order**").

19. On July 3, 2024, Donoff materially breached the Settlement Agreement by failing to make the initial payment and failing to cure his breach. *Id.* at ¶ 22. Donoff's counsel sent a

letter asserting that funds were in escrow. The Receiver’s counsel responded that such action did not excuse the payment and compliance under the Approval Order and that the Receiver intended to move forward to enforce the Settlement Agreement.

20. Donoff failed to file any Motion or seek relief and remained in breach of the Court-approved Settlement Agreement.

21. According and pursuant to the terms of the Settlement Agreement and the rights afforded the Receiver for Donoff’s breach thereof, on July 7, 2024, the Receiver filed the separate Enforcement Action against Donoff for breach of the Settlement Agreement. *See Daniel Stermer, as Receiver v. Richard Donoff*, Case No. 50-2024-CA-006353.

22. On August 19, 2024, the Court in the Enforcement Action entered the Final Judgment pursuant to Donoff’s Answer, Waiver of Defenses, and Consent to Judgment attached to the Settlement Agreement.<sup>3</sup>

23. On September 4, 2024 – **98 days** after entry of the Approval Order in the Original Action, and **16 days** after entry of the Final Judgment in the Enforcement Action – Donoff filed the subject Motion for Reconsideration of Approval of Settlement and Agreed Final Order against Defendant.

24. The Motion is titled incorrectly, untimely, and frivolous.

### **III. LEGAL STANDARD**

“Nomenclature does not control, and motions for either ‘rehearing’ or ‘reconsideration’ aimed at final judgments shall be treated as rule 1.530 motions for rehearing, while motions aimed at nonfinal orders shall be treated as motions for reconsideration.” *ARP Acquisitions Corp. v. PHH*

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<sup>3</sup> As part of the negotiated mediated settlement between the Receiver and Donoff, a number of documents were jointly drafted by the Receiver’s counsel and Donoff’s counsel, including: (i) the Settlement Agreement (ii) Complaint (Supplemental Proceeding); (iii) Donoff’s Answer, Waiver of Defenses, and Consent to Judgment of Defendant, Richard Donoff; (iv) agreed Final Judgment Against Defendant.



*Mortgage Corporation*, 337 So. 3d 873 (Fla. 3d DCA 2022) (quoting *Seigler v. Bell*, 148 So. 3d 473, 479 (Fla. 5th DCA 2014));

The trial court has inherent authority to reconsider any nonfinal rulings before entry of a final judgment. *Siegler*, 148 So. 3d at 479. However, a motion for rehearing on a final judgment “must be served not later than 15 days after . . . the date of a filing of the judgment in a non-jury action.” Fla. R. Civ. P. 1.530(b). “A trial court loses jurisdiction to amend or alter a final judgment after the time for filing a rule 1.530 motion has elapsed.” *ARP Acquisitions*, 337 So. 3d at 875 (affirming summary dismissal of motion for rehearing filed one-day after time elapsed).

#### **IV. ARGUMENT**

Donoff’s Motion improperly and untimely seeks reconsideration of the Approval Order ninety-eight (98) days after it was entered and after a Final Judgment has already been entered for Donoff’s breach of the Settlement Agreement. Donoff’s Motion also improperly and untimely seeks rehearing of the Final Judgment in the Enforcement Action, a completely separate lawsuit. The Court’s review is limited to the record of the case and, even if the Motion was filed in the correct case, the time for seeking rehearing elapsed, which deprives the Court of jurisdiction to consider it. The Motion should be denied.

##### **a. Reconsideration of Approval Order**

The Court should not exercise its discretion to reconsider the Approval Order. The Court correctly stated at the May 30 hearing that its “inquiry and gaze at this point is limited to determining the appropriateness of approving the settlement agreement that has already been reached by the parties.” See **Exhibit 2**, May 30, 2024, Hr’g Tr. p.9:14-17. In the Motion to Approve the Settlement Agreement and at the hearing, the Receiver established that the Settlement Agreement was entered into in the exercise of the Receiver’s professional business judgment, as a fair and reasonable compromise of a dispute between the Receiver and Donoff, and as a benefit to

the creditors of the Receivership Estate. Donoff has not disputed that he entered into the Settlement Agreement voluntarily.

The inquiry stops there. Donoff has not raised any points of law or fact that should cause the Court to reconsider its approval of the Settlement Agreement. Donoff has not asserted anything new or relevant in his Motion that was not raised at the May 30 hearing.

Donoff's claim of breach of the confidentiality provisions is simply a pretextual attempt to excuse his failure to comply with his settlement payment obligations. Donoff had previously tried to re-trade the terms of the Settlement Agreement the day after its execution due to a perceived "huge tax burden" for making settlement payments from his retirement fund. *See Exhibit 1, B. Rich Aff. At Exhibit A.* Donoff and his lawyers knew by virtue of Section 8 of the Settlement Agreement and Section 8(q) of the Receivership Order that the Receiver was required to file the Settlement Agreement for approval by the Court. They consented to this filing in the Settlement Agreement with the settlement financial terms redacted. The Receiver did exactly that. Donoff's counsel waited 10 days before raising a single concern with the redactions. *See Exhibit 1, B. Rich. Aff. at Exhibit B.* Promptly thereafter, and solely as a professional courtesy, the Receiver's counsel offered to ask the clerk to replace the filing with a fully redacted version and asked Donoff's counsel to "advise if that addresses any concerns your client may have." Donoff's counsel responded "Thank you. That is acceptable." *See Exhibit 1, B. Rich Aff. at Exhibit C* (emphasis added). Therefore, to the extent any concerns regarding confidentiality were valid, which the Receiver rejects and disputes, they were either waived or cured by Donoff's counsel's own admission and agreement to the filing of the fully redacted Settlement Agreement.<sup>4</sup>

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<sup>4</sup> Simultaneously, the Receiver removed the April 26, 2024, Motion to Approve the Settlement Agreement from the Receiver's website.

Finally, the fact that Donoff waited ninety-eight (98) days before seeking reconsideration of the Approval Order is enough to deny the Motion. During that time, Receiver relied on the Order and sought its enforcement through extensive correspondences with Donoff's counsel, the preparation of demand letters, notices of breach and opportunities to cure, the filing of the Complaint in the Enforcement Action, and seeking and obtaining a Final Judgment in the Enforcement Action. To reconsider the Approval Order at this time greatly prejudices the Receiver. The Court should expect Donoff, who is represented by two separate law firms, to be diligent and prompt in bringing his arguments forward for determination, and should not entertain litigants who allow orders to languish in the record and feign acquiescence only to spring surprise oppositions several months later in an effort to obstruct the administration of justice and unravel extensive unfavorable developments in the legal proceedings against them.

Moreover, Donoff's frivolous Motion asks the Court to rescind the Approval Order so Donoff may present additional frivolous arguments set forth in a Motion to Set Aside Settlement Agreement for Breach of Contract and Bad Faith, filed July 29, 2024. Donoff dedicates the majority of the motion to arguing the legal merits of securities law and fraud raised in the OFR Complaint against the Receivership Entities in the Original Action. This is wholly irrelevant to the Receiver's claims against Donoff for claw-backs and fraudulent transfers, and possibly stems from Donoff's misapprehension of the Receivership. For clarity: Donoff is not a defendant in the OFR Complaint; the Receiver is not the Plaintiff in the OFR Complaint; the Receiver is not the OFR or "an agency of the State of Florida." Motion at ¶ 23. The Receiver, who is the former Corporate Monitor, was appointed by this Court, is an arm of this Court, and reports to this Court. Donoff also reasserts that the confidentiality provision has been breached, but while that may occasion a claim for breach, does not constitute grounds to "set aside" a settlement agreement.

The Motion for Reconsideration of the Approval Order should be denied.

### **b. Rehearing on Final Judgment**

The Court cannot grant a rehearing of the Final Judgment because the Final Judgment is not in the record of this matter. Donoff filed his Motion in the wrong case. If Donoff wanted a rehearing on the Final Judgment, he was required to file a timely motion in the Enforcement Action where the Final Judgment was entered, as opposed to this action where Donoff is not a defendant.

Even if the Motion was filed in the correct action, the Motion was filed after the fifteen-day (15) filing deadline irretrievably elapsed. *See Fla. R. Civ. P. 1.530(b)*. The Final Judgment was entered on August 19, 2024. A motion for rehearing was required to be served on or before September 3, 2024. Donoff's Motion was not filed until September 4, 2024. "A trial court loses jurisdiction to amend or alter a final judgment after the time for filing a rule 1.530 motion has elapsed." *ARP Acquisitions*, 337 So. 3d at 875 (quashing order revisiting March 4 final judgment where the Court found "the trial court lost jurisdiction to amend or alter the judgment as of March 19, 2020" and movant did not file motion for rehearing until March 20); *see also State, Dep't. of Rev. on Behalf of Madden v. Madden*, 672 So. 2d 67, 68 (Fla. 2d. DCA 1996) ("We conclude the trial court had no jurisdiction to rehear the matter pursuant to Florida Rule of Civil Procedure 1.530, in as much as Madden filed his letter requesting modification after the ten-day period following entry of the court's order had expired [relying on a prior 10-day version of the rule]"). Donoff's untimely Motion deprives the Court of authority to grant a rehearing.

The Motion for rehearing on the Final Judgment should be denied.

### **V. CONCLUSION**

Donoff's Motion is just another inapt attempt to escape his settlement payment obligations under the Settlement Agreement. The Court previously heard the same arguments at the hearing to on the Receiver's Motion to Approve the Settlement Agreement and properly rejected them.

Donoff's claims for breach of a settlement agreement, while completely frivolous, are not properly adjudicated on a motion for reconsideration of the Approval Order entered 98 days before the Motion was filed. The portion of the Motion requesting rehearing on the Final Judgment should be denied outright, because it is filed in the wrong case, and even if it was filed in the right case, it was filed after the time set forth in Rule 1.530 had elapsed, thereby depriving the Court of jurisdiction and authority to even consider it.

WHEREFORE, the Receiver respectfully requests the Court deny the Motion, award attorney's fees and costs as provided for in Settlement Agreement and for such further relief as the Court deems just and proper.

Dated: September 16, 2024

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

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**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on September 16, 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 on the attached Service List. I further certify that 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

**Counsel for Richard Donoff**

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## SERVICE LIST

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# **EXHIBIT 1**

**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,

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

NATIONAL SENIOR INSURANCE, INC.  
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CENTURION INSURANCE SERVICES  
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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, 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.

/

**AFFIDAVIT OF BRIAN RICH**

STATE OF FLORIDA                    )  
  ) SS.  
COUNTY OF LEON                    )

I, Brian Rich, do hereby affirm and state under oath as follows:

1. I am over the age of eighteen and have personal knowledge of the facts stated herein.

2. I am a partner at the Tallahassee office of Berger Singerman, LLP (“BSLLP”), and have practice law in the State of Florida since 1994.

3. I am counsel of Record to the Court-appointed Receiver, Daniel J. Stermer (“Receiver”), in the above-captioned proceedings.

4. On the Receiver’s behalf, BSLLP delivered two letters to Richard Donoff (“Donoff”), on July 28, 2023, and October 30, 2023, identifying and demanding the return of fraudulently transferred funds from the Receivership Estate.

5. The Receiver and Donoff voluntarily agreed to participate in mediation prior to the Receiver filing a lawsuit for the claims asserted by the Receiver against Donoff in his letters.

6. On March 26, 2024, I, on behalf of the Receiver, attended a mediation with Donoff at the offices of Donoff’s counsel, Greenspoon Marder in Boca Raton, Florida.

7. The Receiver was represented at the mediation by BSLLP, with my law partner Gavin Gaukroger being physically present, and Donoff was represented at the mediation by Rose

Schindler of Greenspoon Marder (“Attorney Schindler”). The mediation was conducted in person by mediator Keith Appleby, Esq.; however, I appeared by video-conference for the entire duration of the mediation. The Donoff mediation was actually one of three mediations that took place on March 26, 2024 with mediator Keith Appleby and individuals represented by Attorney Schindler.

8. At the mediation, a settlement agreement and related documents were negotiated, jointly drafted, and executed by the Receiver and Donoff (“Settlement Agreement”).

9. Section 8 of the Settlement Agreement required the Receiver to file a version of the Settlement Agreement with settlement amount financial terms redacted with the Court to seek Court approval, as required by Section 8(q) of the Order Appointing Receiver, dated May 12, 2023.

10. On March 27, 2024, Attorney Schindler requested, through the mediator, a modification to one of the Settlement Agreement’s financial terms, changing a certain lump-sum payment into a payment of installments because of an alleged potentially larger tax liability associated with a lump-sum payment. *See* March 27, 2024, email attached as **Exhibit A**.

11. This request was rejected by the Receiver.

12. On April 26, 2024, I filed the Receiver’s Motion to Approve Settlement Agreement Between (I) Receivership Parties; and (II) Richard Donoff.

13. On May 6, 2024, Attorney Schindler sent an email to Michael Niles, Esq., another counsel of record for the Receiver and a partner at BSLLP, asking why the Settlement Agreement was filed. Mr. Niles reminded Attorney Schindler that Section 8 of the Settlement Agreement required the filing of the Settlement Agreement with the settlement amount financial terms redacted for the Court to approve the Settlement Agreement. *See* May 6, 2024, email attached as **Exhibit B**.

14. The Receiver was not in breach of the Settlement as the settlement financial terms were redacted consistent with Paragraph 8 of the Settlement Agreement, which specifically stated:

8. Conditions of Enforcement of Agreement: The Court shall enter an order approving this Agreement, and Donoff shall cooperate with the Receiver and his attorneys' efforts to obtain Court approval of this Agreement. **The Receiver will file a copy of this Agreement with the financial terms of the settlement redacted with the Court. The Receiver shall provide the Court, under seal, an unredacted version of this Agreement.**

(emphasis added).

15. On May 21, 2024, I emailed Attorney Schindler to (1) inform her that the Receiver agreed to reschedule the May 22, 2024 hearing to approve the Settlement Agreement for May 30, 2024; (2) reject that any breach of the Settlement Agreement could occur by filing a redacted copy pursuant to the terms of the Settlement Agreement; (3) offer as a professional courtesy to request the clerk to replace the partially redacted Settlement Agreement with a fully redacted Settlement Agreement; and (4) ask Attorney Schindler whether that offer would address any concerns Donoff had about the confidentiality of the Settlement Agreement. *See* May 21, 2024, email attached as **Exhibit C**.

16. On May 21, 2024, Attorney Schindler responded to my email by advising "Thank you. This is acceptable." *See Id.*

17. Shortly thereafter, Attorney Schindler replied to the correspondence acknowledging the date of the continued hearing on the Settlement Agreement and indicating that the date "works for me". *See Id.*

18. On May 23, 2024, my assistant filed a Notice of Hearing rescheduling the Motion to Approve Settlement Agreement for Thursday, May 30, 2024 at 8:45 A.M. and transmitted the Notice via email to Attorney Schindler and Donoff's second lawyer, Todd A. Zuckerbrod



# **EXHIBIT A**

---

**Subject:** FW: FW: Mediation

---

**From:** Keith Appleby <[kappleby@westshoremiation.com](mailto:kappleby@westshoremiation.com)>

**Sent:** Wednesday, March 27, 2024 10:50 AM

**To:** Daniel Stermer <[DStermer@dsiconsulting.com](mailto:DStermer@dsiconsulting.com)>; Gavin Gaukroger <[ggaukroger@bergersingerman.com](mailto:ggaukroger@bergersingerman.com)>; Brian Rich <[BRich@bergersingerman.com](mailto:BRich@bergersingerman.com)>; Michael J. Niles <[MNiles@bergersingerman.com](mailto:MNiles@bergersingerman.com)>; Kerry Burns <[KBurns@bergersingerman.com](mailto:KBurns@bergersingerman.com)>

**Subject:** Fwd: Mediation

[External E-mail]

---

Dan & Gavin,

Please see attached from Rose. I am almost back to Tampa and Happy to discuss with you if you would like to have a call.



**KEITH T. APPLEBY, ESQ.**

*Florida Supreme Court Certified Circuit Civil Mediator*

4916 W. MELROSE AVE. S

TAMPA, FL 33629-5420

813.435.0396

[kappleby@westshoremiation.com](mailto:kappleby@westshoremiation.com)

[www.westshoremiation.com](http://www.westshoremiation.com)

Sent from my iPhone.

Begin forwarded message:

**From:** Rose Schindler <[Rose.Schindler@gmlaw.com](mailto:Rose.Schindler@gmlaw.com)>

**Date:** March 27, 2024 at 10:46:42 AM EDT

**To:** Keith Appleby <[kappleby@westshoremiation.com](mailto:kappleby@westshoremiation.com)>

**Cc:** Richard Donoff <[rdonoff@gmail.com](mailto:rdonoff@gmail.com)>

**Subject:** FW: Mediation

**From:** Rose Schindler <[Rose.Schindler@gmlaw.com](mailto:Rose.Schindler@gmlaw.com)>

**Sent:** Wednesday, March 27, 2024 8:30:29 AM

**To:** Keith Appleby <[kappleby@westshoremiation.com](mailto:kappleby@westshoremiation.com)>;

**Subject:** Mediation



Keith, under the 3 day right of rescission, I have a request for modification of the terms with respect to Rich Donoff. He is agreeable to the same amount of [REDACTED] but after talking to his accountant, he needs to restructure the terms to [REDACTED] for 5 years. Otherwise it presents a huge tax burden for him due to him taking the funds out of his retirement account. Please see what you can do to accomplish this modification. Thank you.



Rose M. Schindler, Esq.  
Of Counsel  
2255 Glades Road  
Suite 400-E  
Boca Raton, FL 33431  
(561) 994-2212 ext. 1809 *office*  
(561) 322-2979 *direct*  
(561) 807-7529 *direct fax*  
[Rose.schindler@gmlaw.com](mailto:Rose.schindler@gmlaw.com)

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Unless specifically indicated otherwise, any discussion of tax issues contained in this e-mail, including any attachments, is not, and is not intended to be, "written advice" as defined in Section 10.37 of Treasury Department Circular 230.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

# **EXHIBIT B**

---

**Subject:** FW: FW: Settlements with Coyman and Donoff

---

**From:** Michael J. Niles  
**Sent:** Monday, May 6, 2024 3:21 PM  
**To:** Rose Schindler <[Rose.Schindler@gmlaw.com](mailto:Rose.Schindler@gmlaw.com)>  
**Subject:** RE: Settlements with Coyman and Donoff

Rose,

The settlement amounts are confidential and are redacted, the Settlement Agreements require court approval. This was made clear at mediation and in the papers.

8. Conditions of Enforcement of Agreement: The Court shall enter an order approving this Agreement, and Coyman shall cooperate with the Receiver and his attorneys' efforts to obtain Court approval of this Agreement. The Receiver will file a copy of this Agreement with the financial terms of the settlement redacted with the Court. The Receiver shall provide the Court, under seal, an unredacted version of the Agreement.

 **Michael J Niles**  
D: (850)521-6736 | M: (850)270-1448  
[bergersingerman.com](http://bergersingerman.com)

---

**From:** Rose Schindler <[Rose.Schindler@gmlaw.com](mailto:Rose.Schindler@gmlaw.com)>  
**Sent:** Monday, May 6, 2024 3:09 PM  
**To:** Michael J. Niles <[MNiles@bergersingerman.com](mailto:MNiles@bergersingerman.com)>  
**Subject:** Settlements with Coyman and Donoff

[External E-mail]

---

Michael, these settlements were supposed to be confidential. Now they are posted online. What was the confidentiality about? No one is going to want to mediate if there is no confidentiality.

**Greenspoon Marder**  LLP  
CELEBRATING FORTY YEARS TOGETHER

Rose M. Schindler, Esq.  
Of Counsel  
2255 Glades Road  
Suite 400-E  
Boca Raton, FL 33431  
(561) 994-2212 ext. 1809 *office*

(561) 322-2979 *direct*  
(561) 807-7529 *direct fax*  
[Rose.schindler@gmlaw.com](mailto:Rose.schindler@gmlaw.com)

GREENSPOON MARDER LLP LEGAL NOTICE

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A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

# **EXHIBIT C**

---

**From:** Rose Schindler <Rose.Schindler@gmlaw.com>  
**Sent:** Tuesday, May 21, 2024 5:31 PM  
**To:** Brian Rich  
**Cc:** Michael J. Niles; Gavin Gaukroger  
**Subject:** Donoff

[External E-mail]

---

This date also works for me.

Rose M. Schindler, Esq.

Sent from my iPhone

On May 21, 2024, at 5:29 PM, Rose Schindler <Rose.Schindler@gmlaw.com> wrote:

Thank you. This is acceptable.

Rose M. Schindler, Esq.  
Sent from my iPhone

On May 21, 2024, at 4:48 PM, Brian Rich <BRich@bergersingerman.com> wrote:

Rose:

We will announce at tomorrow's hearing that we aren't going forward with the Motion as to Donoff based upon your unavailability. The next available date is May 30. Please advise if that date works for you ASAP.

Additionally, based upon the Order entered today by the Court, we can have the clerk replace the prior agreement, with a fully redacted agreement. While we believe that that is unnecessary and that no breach has occurred, based upon your request we will move forward in that regard. Please advise if that addresses any concerns your client may have.

<image001.png>

**Brian Rich**  
**Berger Singerman** *Florida's Business Law Firm*  
313 N Monroe Street | Suite 301 | Tallahassee, FL 32301  
D: (850)521-6725 | M: (786)427-7511  
[bergersingerman.com](http://bergersingerman.com) [[bergersingerman.com](http://bergersingerman.com)]

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[<image005.png>](#)  
[\[twitter.com\]](#)

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[\[facebook.com\]](https://www.facebook.com)

<image009.png>

[\[instagram.com\]](https://www.instagram.com)

\*\*\*\*\*  
**WARNING! WIRE FRAUD AND EMAIL HACKING/PIRATING IS ON THE RISE! IF YOU HAVE A CLOSING WITH OUR OFFICE AND YOU RECEIVE AN EMAIL CONTAINING WIRE TRANSFER INSTRUCTIONS, DO NOT RESPOND TO THE EMAIL. INSTEAD, CALL OUR OFFICE USING PREVIOUSLY KNOWN CONTACT INFORMATION FOR OUR OFFICE TO VERIFY OUR WIRE TRANSFER INSTRUCTION PRIOR TO SENDING YOUR FUNDS AND NOT THE INFORMATION PROVIDED TO YOU IN ANY SUCH EMAIL.**

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\*\*\*\*\*

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<image003.png>

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Unless specifically indicated otherwise, any discussion of tax issues contained in this e-mail, including any attachments, is not, and is not intended to be, "written advice" as defined in Section 10.37 of Treasury Department Circular 230.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

# **EXHIBIT D**



---

**From:** Kerry Burns  
**Sent:** Thursday, May 23, 2024 4:15 PM  
**To:** rose.schindler@gmlaw.com; tz@tzbrokerlaw.com  
**Cc:** Brian Rich; Gavin Gaukroger; Michael J. Niles  
**Subject:** OFR v. Stermer \*\*\* Service of Notice of Hearing \*\*\*\* May 30, 2024  
**Attachments:** Notice of Hearing - May 30, 2024.pdf

Attached please find a Notice of Hearing, scheduling a hearing to consider the following motions on **Thursday, May 30, 2024, at 8:45 a.m.:**

1. Receiver, Daniel J. Stermer’s Motion to Approve Settlement Agreement
2. Receiver Daniel J. Stermer’s Motion to Approve Settlement Agreement Between (I) Receivership Parties; and (II) Richard Donoff

 Kerry Burns  
Paralegal  
 Berger Singerman *Florida's Business Law Firm*  
525 Okeechobee Boulevard | Suite 1250 | West Palm Beach, FL 33401  
O: (561)241-9500 | D: (561)893-8733  
 [bergersingerman.com](http://bergersingerman.com)



\*\*\*\*\*  
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\*\*\*\*\*

**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,  
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, 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.

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**NOTICE OF HEARING**  
*(Motion Calendar)*

**THIS MATTER** is set for hearing before **The Honorable Bradley Harper** in **Courtroom 9D** via ZOOM at the Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, Florida:

**DATE OF HEARING:** Thursday, May 30, 2024

**TIME OF HEARING:** 8:45 A.M.

**TIME RESERVED FOR HEARING:** MOTION CALENDAR

**MATTER(s) TO BE HEARD:**

**RECEIVER, DANIEL J. STERMER'S MOTION TO APPROVE  
SETTLEMENT AGREEMENT**

**RECEIVER, DANIEL J. STERMER'S MOTION TO APPROVE SETTLEMENT  
AGREEMENT BETWEEN (I) RECEIVERSHIP PARTIES;  
AND (II) RICHARD DONOFF**

**ZOOM INFORMATION:**

Join Zoom Meeting

<https://us02web.zoom.us/j/94110438096?pwd=TjVsQ3ROYWZQcklZbjV3RkdRTUd5Zz09>

Meeting ID: 94110438096; Password: 208540

Dial-in Information:

1 8778535257 US Toll-Free

1 8884754499 US Toll-Free

**Local Rule 4\* Certification**

XXX

*Movant's attorney has spoken in person or by telephone with the attorney(s) for all parties who may be affected by the relief sought in the motion in a good faith effort to resolve or narrow the issues raised.*

\_\_\_\_\_

*Movant's attorney has attempted to speak in person or by telephone with the attorney(s) for all parties who may be affected by the relief sought in the motion.*

\_\_\_\_\_

*One or more of the parties who may be affected by the motion are self represented.*

Dated: May 23, 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  
Florida Bar No. 38229  
[brich@bergersingerman.com](mailto:brich@bergersingerman.com)  
Gavin C. Gaukroger  
Florida Bar No. 76489  
[ggaukroger@bergersingerman.com](mailto:ggaukroger@bergersingerman.com)  
Michael J. Niles  
Florida Bar No. 107203  
[mniles@bergersingerman.com](mailto:mniles@bergersingerman.com)

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on May 23, 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

Todd A. Zuckerbrod, Esq.  
Todd A. Zuckerbrod, P.A.  
40 SE 5<sup>th</sup> Street  
Suite 400  
Boca Raton, FL 33432  
[tz@tzbrokerlaw.com](mailto:tz@tzbrokerlaw.com)

Rose M. Schindler, Esq.  
Greenspoon Marder LLP  
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Suite 400-E  
Boca Raton, FL 33431  
[rose.schindler@gmlaw.com](mailto:rose.schindler@gmlaw.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 &amp; 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 &amp; 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 &amp; 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 104<sup>th</sup> 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*

This notice is provided pursuant to Administrative Order No. 2.207-1/15

**“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Tammy Anton, Americans with Disabilities Act Coordinator, Palm Beach County Courthouse, 205 North Dixie Highway West Palm Beach, Florida 33401; telephone number (561) 355-4380 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.”**

**“Si usted es una persona minusválida que necesita algún acomodamiento para poder participar en este procedimiento, usted tiene derecho, sin tener gastos propios, a que se le provea cierta ayuda. Tenga la amabilidad de ponerse en contacto con Tammy Anton, 205 N. Dixie Highway, West Palm Beach, Florida 33401; teléfono número (561) 355-4380, por lo menos 7 días antes de la cita fijada para su comparecencia en los tribunales, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de 7 días; si usted tiene discapacitación del oído o de la voz, llame al 711.”**

**“Si ou se yon moun ki enfim ki bezwen akomodasyon pou w ka patisipe nan pwosedi sa, ou kalifye san ou pa gen okenn lajan pou w peye, gen pwovizyon pou jwen kèk èd. Tanpri kontakte Tammy Anton, kòdonatè pwogram Lwa pou ameriken ki Enfim yo nan Tribinal Konte Palm Beach la ki nan 205 North Dixie Highway, West Palm Beach, Florida 33401; telefòn li se (561) 355-4380 nan 7 jou anvan dat ou gen randevou pou parèt nan tribinal la, oubyen imedyatman apre ou fin resevwa konvokasyon an si lè ou gen pou w parèt nan tribinal la mwens ke 7 jou; si ou gen pwoblèm pou w tande oubyen pale, rele 711.”**



# **EXHIBIT 2**

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

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

STATE OF FLORIDA, )  
OFFICE OF FINANCIAL )  
REGULATION, )

Plaintiff, )  
vs. )

TRANSCRIPT OF PROCEEDINGS

NATIONAL SENIOR INSURANCE, )  
INC., D/B/A SEEMAN HOLTZ, )  
ET AL., )

Defendants, )

THE ESTATE OF ERIC CHARLES )  
HOLTZ, ET AL., )

Relief Defendants. )  
\_\_\_\_\_)

THIS CAUSE came on for hearing  
before the HONORABLE BRADLEY HARPER, Judge of the above  
court, remotely via Zoom, beginning at the hour of 9:02  
o'clock a.m. on the 30th day of May, 2024.

JOB NO.: 6725629

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THE APPEARANCES were as follows:  
(All appearances by Zoom)

FOR DEFENDANT : TODD A. ZUCKERBROD, P.A.  
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brich@bergersingerman.com  
BY: BRIAN G. RICH, ESQUIRE

ALSO PRESENT: DANIEL J. STERMER, ESQUIRE  
Receiver

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P R O C E E D I N G S

- - -

THE COURT: State of Florida, Office of  
Financial Regulation versus Seeman Holtz.

MR. RICH: Good morning, Your Honor. This is  
Brian Rich from Berger Singerman on behalf of  
Daniel Stermer, the receiver. Mr. Stermer is also  
on the line.

MR. ZUCKERBROD: Good morning, Your Honor.  
This is Todd Zuckerbrod on behalf of defendant. I  
believe codefendant Rose Schindler is also on.

THE COURT: All right. Good morning to you  
all.

Just a matter of note, if you ever want to set  
these on the same day, I would be happy to  
accommodate that but you've been on consecutive  
days. But you may proceed.

MR. RICH: Thank you, Judge.

Judge, there are two motions today. These are  
settlements of two clawback actions against the  
advisers for certain of the receivership entities.  
Pursuant to the procedures, Judge, we filed  
redacted settlement agreements with the motion and  
then we had filed unredacted or provided unredacted

1 copies to the court.

2 We did upload orders with respect to these  
3 settlement agreements and Your Honor, as previously  
4 occurred, entered the orders approving these two  
5 settlements.

6 We are here today. We've received no written  
7 objection to the settlement agreements.

8 With respect to the first one, Mr. Hewling  
9 (phonetic), he participated in mediation. He  
10 provided detailed financial disclosures with  
11 respect to his current financial situation. Based  
12 upon that, we entered into the settlement agreement  
13 for the amounts as set forth.

14 With respect to Mr. Donoff, we also filed the  
15 redacted -- the fully redacted agreement and that  
16 provides for payment as well. We would ask that  
17 the court approve both of those settlements.

18 THE COURT: All right. The motion to approve  
19 settlement is granted.

20 MR. ZUCKERBROD: I'm sorry, Your Honor, may I  
21 be heard?

22 THE COURT: Absolutely.

23 MR. ZUCKERBROD: Your Honor, we believe that  
24 the plaintiff breached the settlement agreement.  
25 In fact, it's pretty clear on the face of the

1 documents that they breached.

2 This settlement agreement for Mr. Donoff had a  
3 very specific confidentiality provision that no  
4 terms of the settlement were to be disclosed at  
5 all. And you've just heard counsel tell you that  
6 they filed a redacted settlement agreement.

7 Well, the question is, what was redacted?  
8 Only the settlement amount was redacted, not the  
9 allegations of fraud and misappropriation which  
10 should have been, not the amount that they were  
11 seeking which was absurd and outrageous.

12 This has been violated in every way you can  
13 imagine. In fact, if they had filed an unredacted  
14 settlement agreement with the court, they would  
15 have had no reason to be filing a, quote, unquote,  
16 redacted settlement agreement.

17 I don't think that a five-minute UMC is the  
18 appropriate time or place for us to be able to make  
19 a case that the receiver breached the settlement  
20 agreement and it's clear on the face of the  
21 document. In fact, the document says that all of  
22 the terms shall be maintained on a confidential  
23 basis. And their pleading says certain of the  
24 terms shall be maintained on a confidential basis.

25 In addition, Your Honor, they include the

1 claim that reflects all of the financial  
2 information, which to me is improper because you're  
3 agreeing to maintain this on a confidential basis,  
4 yet you're filing it with things that are to be  
5 maintained on a confidential basis and just putting  
6 it in the court.

7 These transgressions are very serious with  
8 respect to these people and their livelihood.  
9 Mr. Donoff is still in this industry and  
10 allegations of fraud -- allegations of fraud, Your  
11 Honor, in the financial world are a death bell.  
12 And for them to have included them is wholly  
13 improper.

14 And they spell out the obligations along with  
15 respect to maintaining confidential information in  
16 their request to approve the confidentiality of  
17 this and they violated every term of it.

18 So we would like an opportunity to prove that  
19 the confidentiality provision has been breached and  
20 rescind the settlement agreement with respect to  
21 Mr. Donoff.

22 I happen to represent Mr. Hewling as well.  
23 They breached the confidentiality agreement with  
24 respect to Mr. Hewling. He's not looking to  
25 withdraw the settlement but he may be looking for

1 sanctions as a result of those breaches.

2 You can laugh, sir, but that's the law.

3 THE COURT: All right. Would you like to  
4 respond?

5 MR. RICH: Yes, Judge. And I was clearing my  
6 throat.

7 Your Honor, the receiver disputes that there  
8 was any breach of the agreement. The agreement  
9 called for the filing of the settlement terms, the  
10 payment amount to be due under the settlement  
11 agreement, as redacted. In fact, with respect to  
12 Mr. Donoff, the entire agreement has been filed as  
13 redacted.

14 The settlement agreements as attached to the  
15 motion are effective as of the date that they were  
16 executed. Mr. Donoff agreed to cooperate in the  
17 approval of the settlement agreement.

18 This is the second time that he's now tried to  
19 rescind the agreement post mediation.

20 We have an email confirmation from his counsel  
21 confirming that the filing of the redacted  
22 agreement satisfies any concerns that they may have  
23 with respect to any alleged breaches.

24 We would suggest, Judge, that the court  
25 approve the settlement. If they think there is any



1 breach, they can file a motion to enforce the  
2 agreement. If they fail to pay, we will likewise  
3 file a motion to approve the settlement agreement.

4 But the settlement agreement as attached,  
5 Judge, is effective as of the date that it was  
6 signed. There is no ability to rescind the  
7 agreement. We have complied with the terms of the  
8 agreement and ask that the court approve it.

9 THE COURT: All right. Thank you to both  
10 sides.

11 Does anyone else wish to be heard?

12 I see somebody talking but I can't hear them.

13 MS. SCHINDLER: Okay. Can you hear me now?

14 THE COURT: Yes. What is your name, ma'am?

15 MS. SCHINDLER: My name is Rose Schindler and  
16 I'm appearing on behalf of Rich Donoff as  
17 co-counsel to Mr. Zuckerbrod.

18 I did notify Mr. Rich that the settlement was  
19 breached and that to cancel this hearing on several  
20 occasions, so I don't know why he continued to go  
21 forward.

22 MR. RICH: Judge, if I may respond to that  
23 briefly. We asked what the breaches were. We  
24 asked them to have litigation counsel contact us  
25 and we advised them that we intended to go forward

1 with the motion as the settlement agreement is  
2 effective as of the date that it was signed.

3 MR. ZUCKERBROD: I'm not sure that's the  
4 reason to go forward with this, Your Honor, that's  
5 just an excuse. Counsel just told you that they  
6 were informed that there was a breach -- pardon?

7 THE COURT: Everybody gets an opportunity to  
8 be heard.

9 MR. ZUCKERBROD: I'm sorry.

10 THE COURT: He has replied and now I'm going  
11 to do my job which is to rule.

12 The court has reviewed the motions. I've  
13 heard your arguments.

14 The court's inquiry and gaze at this point is  
15 limited to determining the appropriateness of  
16 approving the settlement agreement that has already  
17 been reached by the parties and that's a different  
18 inquiry than determining whether or not the  
19 agreement that the parties have reached has been  
20 breached in some manner. So the motion to approve  
21 the settlement is granted.

22 As it relates to the allegations that one or  
23 either party has breached the settlement agreement  
24 that the parties entered into, you all will have to  
25 raise those issues and set them for hearing at a

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later date.

MR. RICH: Thank you, Your Honor.

MR. ZUCKERBROD: Thank you.

THE COURT: You all have a good day.

(The hearing was concluded 9:11 a.m.)

CERTIFICATE OF REPORTER

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I, Kimberly Iglewski, Court Reporter, in and for the State of Florida at large, do hereby certify that I was authorized to and did report the foregoing proceedings, and that the transcript, pages 1 through 10 is a true and correct record of the proceedings to the best of my ability.

Done and dated this 8th day of August, 2024 at Martin County, Florida.



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Kimberly Iglewski  
Court Reporter

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