

**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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**RECEIVER’S NOTICE OF FILING RECEIVER’S VERIFIED  
MOTION TO DISQUALIFY THE LAW OFFICES OF SCOTT ALAN  
ORTH, P.A., AND SCOTT ALAN ORTH, ESQ. AS COUNSEL TO  
DEFENDANT PELICAN CAPITAL MANAGEMENT, LLC**

Receiver, Daniel J. Stermer (the “**Receiver**”) for the property, assets, and business of the thirty-three (33) Receivership entities<sup>1</sup> (the “**Receivership Defendants**”), by and through counsel, files a copy of the attached *Verified Motion to Disqualify the Law Offices of Scott Alan Orth, P.A., and Scott Alan Orth, Esq. as Counsel to Defendant Pelican Capital Management, LLC*, which was filed on October 15, 2024, in the supplemental proceeding captioned *Daniel J. Stermer, Receiver v. Pelican Capital Management, LLC*, Palm Beach Circuit Court Case No. 50-2024-CA-004344-XXXXA-MB.

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<sup>1</sup> The Receivership entities 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.

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on October 16, 2024, a true and correct copy of the foregoing document was filed electronically through the Florida Court's E-Filing Portal, which will, in turn, send a notice of electronic filing to all parties on the attached Service List.

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**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
CIVIL DIVISION**

DANIEL J. STERMER, as Receiver,

CASE NO. 50-2024-CA-004344-XXXAMB

Plaintiff,

v.

PELICAN CAPITAL MANAGEMENT, LLC

Defendant.

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STATE OF FLORIDA  
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

CASE NO.: 50-2021-CA-008718-XXXXMB

NATIONAL SENIOR INSURANCE, INC.  
D/B/A SEEMAN HOLTZ,  
MARSHAL SEEMAN,  
CENTURION INSURANCE SERVICES GROUP, LLC,  
BRIAN J. SCHWARTZ,  
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SEEMAN-HOLTZ CONSULTING CORP.,  
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CENTURION ISG SERVICES, 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.

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**VERIFIED MOTION TO DISQUALIFY THE LAW OFFICES  
OF SCOTT ALAN ORTH, P.A., AND SCOTT ALAN ORTH, ESQ.  
AS COUNSEL TO DEFENDANT PELICAN MANAGEMENT, LLC**

Plaintiff, 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 Entities**”), by and through undersigned counsel, hereby file this Verified Motion to Disqualify The Law Offices of Scott Alan Orth, P.A. and Scott Alan Orth, Esq. (“**Attorney Orth**”), as counsel for Defendant Pelican Capital Management, LLC (“**Pelican**”), and in support thereof states:

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<sup>1</sup> The Receivership entities 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.

## PRELIMINARY STATEMENT

Prior to and since the inception of the OFR Enforcement Action against the Receivership Entities and the individuals which operated them, as described below, Attorney Orth has filed numerous appearances, pleadings, motions, and taken legal positions as nominal and actual counsel for the Defendants in the OFR Enforcement Action. Attorney Orth served as counsel to Marshal Seeman and his companies for over a decade, and he still does in numerous active cases arising out of the Ponzi Scheme they operated. Given his role, Attorney Orth and the Receiver and the Receiver's counsel have communicated on dozens of occasions about merits of the OFR Enforcement Action, the businesses and activities of the Receivership Entities, and information Attorney Orth has about them from his role as their long-term attorney.

With respect to the OFR Enforcement Action, preceding and with the entry of the *Agreed Order Granting Plaintiff's Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief* entered by Hon. Ashley C. Zuckerman on September 14, 2021, Attorney Orth of the Law Offices of Scott Alan Orth appeared as "*Attorney for Defendant Marshal Seeman and Twenty-six Defendant Entities.*" The "Defendant Entities" for which Attorney Orth appeared as counsel are the *same* Receivership Entities on behalf of which the Receiver is seeking to recover damages against Attorney Orth's new purported client, Pelican, in this Supplemental Proceeding.

Notably and recently, pursuant to this Court's September 5, 2023 *Order Establishing Procedures Governing Recovery Actions to Be Commenced by the Receiver* in the OFR Enforcement Action and applicable to this Recovery Action, the Receiver and Pelican mediated on Monday August 12, 2024 via Zoom. On Friday August 9, 2024, the last business day prior to the scheduled mediation, the Receiver and his counsel were informed that Attorney Orth would be attending the mediation as counsel to Pelican. At that time, the Receiver, through his counsel, to the mediator and to Pelican's counsel, Adam J. Ruttenberg, Esq. of Beacon Law Group, LLC in



Boston, Massachusetts, (not a Florida lawyer) (“**Attorney Ruttenberg**”), explained that the Receiver would not proceed with the Pelican mediation if Attorney Orth was involved, expressly pointing out the blatant conflict of interest at issue with Attorney Orth’s switching sides in the same or substantially the same case. Pelican agreed and Attorney Orth did not participate in the mediation (as far as the Receiver knows) and the mediation ensued.

The Receiver believed that Attorney Orth’s and Pelican’s relationship was terminated as a result of the blatant and non-waive-able conflict of interest and the Receiver’s refusal to provide consent (written or otherwise) to Pelican or Attorney Orth with respect to the conflict of interest.

Then, to the Receiver’s surprise, shock, disbelief, and dismay, on September 30, 2024, Attorney Orth filed a notice of appearance, discovery, and a motion to dismiss as counsel to Pelican in this case. Two days later, on October 2, 2024, Attorney Orth served the Receiver’s counsel and Pelican’s other counsel, Attorney Ruttenberg, with an Offer of Settlement on behalf of Pelican.

By this Motion, the Receiver respectfully requests the Court enter an Order disqualifying Attorney Orth as counsel for Pelican, striking all motions, discovery, and the Offer of Settlement, filed and served by Attorney Orth, and enter an Order of referral to the Florida Bar for Attorney Orth’s violations of the Rules Regulating the Florida Bar. Further, Attorney Orth (Mr. Seeman’s current counsel in the OFR Enforcement Action) and his actions here will cause the Receivership estate to incur significant fees and costs addressing these issues and all rights to seek the recovery of such fees and costs are reserved.

## BACKGROUND

### **A. The Appointment of Corporate Monitor and Receiver**

1. On July 12, 2021, the State of Florida Office of Financial Regulation (the “**OFR**”) filed a *Complaint for Temporary and Permanent Injunction, Appointment of Receiver, Restitution, Civil Penalties, and Other Statutory and Equitable Relief (the “**Complaint**”)* against the Consenting Corporate Defendants, certain individuals and other entities, and Relief Defendants (the “**OFR Enforcement Action**”). The Complaint seeks entry of a judgment to restrain acts and practices of the Defendants, including the Consenting Corporate Defendants, from violations of various provisions of Chapter 517, Florida Statutes, including sections 517.301, 517.12 and 517.07, and “halt the securities fraud scheme and common enterprise operated and controlled by Defendant Marshal Seeman (“**Seeman**”) and Seeman’s deceased business partner, Eric Charles Holtz (“**Holtz**”).” The Complaint also seeks entry of a judgment against the Consenting Corporate Defendants in the form of the appointment of a receiver, restitution, an award of civil penalties, and disgorgement of ill-gotten gains and unjust enrichment.

2. The Complaint alleges that Seeman and Holtz were assisted in the scheme and enterprise (the “**SH Enterprise**”) by Defendant, Brian J. Schwartz (“**Schwartz**”) (also now deceased), who allegedly acted as the SH Enterprise’s untitled chief financial officer. The Complaint further alleges that as part of the SH Enterprise, Seeman, Holtz and Schwartz created and operated a myriad of corporate entities, certain of which are named as Defendants or Relief Defendants in the Complaint and certain of which are no longer active corporate entities; that the SH Enterprise raised more than \$400 Million in capital since 2011, through the sale of unregistered securities in the form of purportedly secured promissory notes which were purportedly secured by viaticated life settlement policies and other insurance-related assets; that investors were misled regarding the SH Enterprise’s profitability, the existence of sufficient life settlements and other

assets securing their investments and the perfection of security interests in those assets; and that the SH Enterprise operated as a Ponzi-like scheme in which new investor monies were commingled within the common enterprise and used to repay prior investors in the ongoing scheme thereby providing the appearance of profitability.

3. On September 9, 2021, the OFR filed a *Consent Motion for Appointment of Corporate Monitor* (the “**Consent Motion**”), seeking the appointment of the Corporate Monitor for the property, assets, and businesses of the initial Consenting Corporate Defendants, as well as a temporary injunction against the Consenting Corporate Defendants and two natural-person Defendants, Marshal Seeman and Brian J. Schwartz (the “**Consenting Individual Defendants**”). Paragraph 6 of the Consent Motion states: “The Consenting Individual Defendants and the Consenting Corporate Defendants (collectively, the “**Consenting Defendants**”), each through counsel identified below, consent to the terms of the Agreed Order, without admission of any substantive allegation of the Complaint.” The Service List to the Certificate of Service to the Consent Motion includes: Law Offices of Scott Alan Orth, 3680 Sheridan Street, Ste. A, Hollywood, FL 33021 – *Attorney for Defendant Marshal Seeman and Twenty-six Defendant Entities (emphasis in original)*

4. 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 Consenting Corporate Defendants and their affiliates, subsidiaries, successors, and assigns, until further Order of the Court. The September 14, 2021 Order states: “The Court, having reviewed the relevant pleadings, been apprised of the consent and agreement of the Consenting Individual Defendants and the Consenting Corporate Defendants (collectively, the “**Consenting Defendants**”), and being otherwise advised in the premises. . .”

5. On January 6, 2022, the Court entered an agreed order expanding the scope of the corporate monitorship to include five (5) additional corporate entities as Consenting Corporate Defendants (the “**January 6, 2022 Order**”). On November 14, 2023, the Receiver filed the Receiver’s Unopposed Motion to Expand Receivership Estate to Include Grace Holdings and on November 28, 2023, the Court entered its *Agreed Order Granting Receiver’s Unopposed Motion to Expand Receivership Estate to Include Grace Holdings*.

6. On March 23, 2023, the Corporate Monitor filed a *Joint Motion to Appoint Receiver* (the “**Receiver Motion**”), which was filed jointly with the Plaintiff/OFR, seeking the entry of an order appointing the Corporate Monitor as receiver for the Consenting Corporate Defendants. The Receiver Motion was filed as it was the belief of the Corporate Monitor, with the consent of the OFR, that converting the then existing monitorship into a receivership was necessary and appropriate to facilitate the wind up of the Consenting Corporate Defendants’ affairs, including the liquidation of assets, disposition and prosecution of claims, and to facilitate litigation against third parties, which will benefit the investors, noteholders and creditors.

7. On May 10, 2023, the Court conducted a hearing to consider the Receiver Motion, and, on May 12, 2023, the Court entered the *Order Appointing Receiver* (the “**Receivership Order**”), which appointed the Corporate Monitor as the Receiver of the Consenting Corporate Defendants.

8. Among the Corporate Monitor’s duties under the Monitorship Order and Receiver’s duties under the Receivership Order is to collect and preserve documents and information about the Consenting Corporate Defendants/Receivership Entities and investigate the operations of the businesses subject of the monitorship/receivership.

## **B. Claims Against Pelican**

9. In this case, as set forth in the Complaint , the Receiver seeks to recover against

Pelican for the fraudulent transfers of assets from Receivership Entities: PARA LONGEVITY 2016-3, LLC (“PL 2016-3”), PARA LONGEVITY 2016-5 LLC (“PL 2016-5”), PARA LONGEVITY 2018-3, LLC (“PL 2018-3”), PARA LONGEVITY 2018-5 LLC (“PL 2018-5”), and SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC (“PL V”) (Collectively, the “**Pelican Transferors**”).

10. The Complaint alleges that the Pelican Transferors, Receivership Entities previously represented by Attorney Orth, transferred \$1,294,000 (the “**Pelican Transfers**”) to Pelican as a part of the Ponzi-Scheme alleged above, for no value given, while insolvent.

11. Pelican had previously submitted a Proof of Claim to the Receiver, asserting Pelican was an investor and/or lender to Centurion Insurance Services Group, LLC, Centurion ISG (Europe) Limited and Centurion Funding, SPV II, LLC (collectively, “**Centurion**”).

12. Centurion, as Receivership Entities are other entities that are controlled by the control persons of the Pelican Transferors and were insolvent at the time of the Pelican Transfers.

13. The operators of the Ponzi-scheme caused the Pelican Transferors to pay the obligations of Centurion to Pelican, treating the Pelican Transferors cash as their piggy bank while defrauding their investors.

14. As such, the Receiver filed the Complaint seeking the recovery of the Fraudulent Transfers and for Unjust Enrichment.

**C. Attorney Orth Has Served as Counsel for the Receivership Entities in the Same or Substantially the Same Case.**

15. This case was filed as a Supplemental Proceeding to the OFR Enforcement Action and is brought in an effort to maximize the recovery for those noteholders, investors, and others who lost their money as a result of the Ponzi Scheme orchestrated by the Seeman Holtz entities as alleged in the OFR Enforcement action which labeled it as a “Ponzi-like Scheme”. As set forth above, Attorney Orth was representing the Receivership Entities in the OFR Enforcement Action. There is no question that Attorney Orth should be disqualified from representing interests opposing the Receivership Entities in this ancillary Supplement Proceeding.

16. On August 31, 2022, The Law Offices of Scott Alan Orth filed a proof of claim with the Receiver for \$26,074.00 for services performed. Attached to the Orth Proof of Claim, which is signed under penalty of perjury, is a billing statement for period ending August 31, 2022, addressed to Seeman Holtz, a Receivership Defendant.

17. Similarly on August 31, 2024, Insurance SAO Servicing, Inc, another Attorney Orth entity filed a proof of claim, signed by Orth as President, with the Receiver for \$660,903 related to Insurance Premiums paid on Insurance Policy.

**MEMORANDUM OF LAW**

Attorney Orth should be disqualified as counsel for the Pelican by nature of a conflict of interest in violation of the Florida Rules of Professional Conduct. The Florida Rules of Professional Conduct provide the standard for determining whether counsel should be disqualified in a given case. *See Young v. Achenbauch*, 136 So. 3d 575, 581 (Fla. 2014). The Receiver understands that the disqualification of an attorney is an extraordinary remedy that should be

utilized sparingly because it “impinges on a party’s right to employ a lawyer of choice.”<sup>2</sup> See *Alexander v. Tandem Staffing Solutions, Inc.*, 881 So. 2d 607,609-10 (Fla. 4th DCA 2004). There is clearly, at the very least, an appearance of impropriety that undermines the loyalty and trust upon which an attorney-client relationship is based, which requires Attorney Orth’s disqualification from representing Pelican in this litigation. See *Reaves v. State*, 574 So. 2d 105, 107 (Fla. 1991) (indicating that all attorneys are bound by the Code of Professional Responsibility to “avoid even the appearance of professional impropriety.”).

Under the two-prong test for determining whether disqualification of an attorney is warranted due to conflict of interest as to his former client, the first query is whether there was an attorney-client relationship between the former client and the attorney, and the second query is whether the matter in which the attorney subsequently represents the interest adverse to the former client is the same or substantially related to the matter in which the attorney represented the former client. *Philip Morris USA Inc. v. Caro*, 207 So. 3d 944 (Fla. 4th DCA 2016). The applicable Bar Rule governing conflicts of interest with former clients creates an irrefutable presumption that confidences were disclosed between the former client and the attorney. *Waldrep v. Waldrep*, 985 So. 2d 700 (Fla. 4th DCA 2008).

“Once an attorney-client relationship is shown, the irrefutable presumption that confidences were disclosed attaches and cannot be overcome.” *First Fid. Tr. Services, Inc. v. Shelter Cove Condo. Ass’n, Inc.*, 329 So. 3d 222, 227 (Fla. 1st DCA 2021). The question of whether confidences regarding the specific matter at issue were disclosed does not overcome the irrefutable presumption of a conflict of interest. *Id.* at n.2 (“First Fidelity argues that the presumption should not apply because no confidences were actually disclosed while Carver

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<sup>2</sup> The Receiver does not file this Motion lightly and efforted, prior to the filing of the Motion, to resolve this issue amicably so as to not have to file this Motion, understanding the gravity and significance of the issues involved in this Motion and the remedy sought.

Darden represented the Receiver. But, the point of the *irrefutable* presumption is that it cannot be disputed once an attorney-client relationship is shown.”) “The analysis then turns to whether the interests of the current and former client are materially adverse and whether the matters are substantially related.” *Id.*

#### **A. The Rules of Professional Conduct Govern.**

Rules 4-1.7 and 4-1.9 of the Florida Bar’s Rules of Professional Conduct regulate the determination of impermissible conflicts of interest when an attorney currently represents a client which holds interests that are adverse to the attorney’s former client. “Rule 4-1.7 of the Florida Rules of Professional Conduct governs whether the interests of a present and former client are adverse. Under the rule, such representation is adverse if ‘there is a substantial risk that the representation of 1 or more clients will be materially limited by the lawyer’s responsibilities to ... a former client.’” *First Fid. Tr. Services, Inc.*, 329 So. 3d at 227 (quoting R. Regulating Fla. Bar 4-1.7.)

Rule 4-1.9 of the Rules of Professional Conduct provides that:

A lawyer who has formerly represented a client in a matter shall not thereafter:

- (a) represent another person in the same or a substantially related matter in which that person’s interests are materially adverse to the interests of the former client unless the former client gives informed consent; or (b) use information relating to the representation to the disadvantage of the former client except as these rules would permit or require with respect to a client or when the information has become generally known; or (c) reveal information relating to the representation except as these rules would permit or require with respect to a client.

#### *Comment:*

After termination of a client-lawyer relationship, a lawyer may not represent another client except in conformity with this rule. The principles in rule 4-1.7 determine whether the interests of the present and former client are adverse. Thus, a lawyer could not properly seek to rescind on behalf of a new client to a contract drafted on behalf of the former client. Lawyers owe confidentiality obligations to former clients, and thus information acquired



by the lawyer in the course of representing a client may not subsequently be used by the lawyer to the advantage of the client without the former client's consent. The provisions of this rule are for the protection of clients and can be waived if the former client gives informed consent.

**B. Attorney Orth's Current Representation Violates Rule 4-1.9.**

Rule 4-1.9 of the Rules Regulating the Florida Bar governs conflicts of interest between an attorney's current and former clients. Florida courts apply a two-prong test when evaluating a motion to disqualify. Attorney Orth must be disqualified as Pelican's counsel if: (1) an attorney-client relationship once existed between Attorney Orth and the Receivership Entities; and (2) Attorney Orth previously represented the Receivership Entities in a legal matter that is the same or substantially related to the current lawsuit. *State Farm. Mut. Auto. Ins. Co. v. K.A.W.*, 575 So. 2d 630, 633 (Fla. 1991). Proof of a prior attorney-client relationship between Attorney Orth and the Receivership Entities creates an irrefutable presumption that confidences were disclosed during the relationship. *Id.*

With respect to the first prong, Attorney Orth held himself out as counsel of record for Receivership Entities in the OFR Enforcement Action at least until December 5, 2023, when the Court entered the *Agreed Order Granting Motion for Withdrawal of Counsel & Directions to Clerk to Change Counsel of Record* in the OFR Enforcement Action, approving the withdrawal of the Law Offices of Scott Alan Orth, P.A., and Scott Alan Orth, as counsel for twenty-six Receivership Entities, including specifically, the Plaintiff entities on whose behalf the Receiver has sued Pelican: PL 2016-3, PL 2016-5, PL 2018-3, PL 2018-5, and PL V<sup>3</sup>. See **Exhibit A** (*Agreed Order Granting Motion for Withdrawal of Counsel & Directions to Clerk to Change Counsel of Record*). Further, upon information and belief, Attorney Orth has represented Mr. Seeman and his business

---

<sup>3</sup> Should the Court require documentary evidence on these issues, the Receiver can provide numerous email correspondence wherein Attorney Orth, filed motions on behalf of, consented to motions, hearing and other relief on behalf of the Receivership Entities. Further Attorney Orth participated in multiple meetings and settlement conferences with the Receiver and counsel throughout the varying stages of this case.

enterprises, including the Receivership Entities for years and was intimately involved in the creation, strategy and implementation of the business activities for the Receivership Entities and is in fact, Attorney is so intertwined in the affairs of Mr. Seeman and the Receivership Entities, that he was involved in business transactions and even presently serves as the Trustee for the Trust that now holds the purported homestead property for Mr. and Mrs. Seeman. See **Exhibit B**. Thus, there can be no dispute that Attorney Orth held an attorney-client relationship with these entities previously.

With respect to the second prong, the matters in which Attorney Orth represented the Receivership Entities are the same or substantially related to the subject matters at issue in the lawsuit. “Matters are ‘substantially related’ [pursuant to Rule 4- 1.9a] if they involve the same transaction or legal dispute, or if the current matter would involve the lawyer attacking work that the lawyer performed for the former client.” See Comments to R. Regulating Fla. Bar 4-1.9; *Waldrep v. Waldrep*, 985 So. 2d 700, 702 (Fla. 4th DCA 2008); *In re Amendments to the Rules Regulating Fla. Bar*, 933 So. 2d 417, 445 (Fla. 2006); *Alters v. Villoldo*, 230 So. 3d 115, 117 (Fla. 3d DCA 2017).

The underlying issue in the Complaint focuses on transfers related to the Ponzi-scheme perpetrated by the Receivership Entities, whom Attorney Orth previously represented, to Pelican, without consideration and in furtherance of the scheme that defrauded innocent investors. Attorney Orth’s prior representation of the Receivership Entities entirely relates to the same legal dispute that is integral to the Pelican Complaint and would very well be attaching the very work he performed for the Receivership Entities.

Similarly, Attorney Orth and his related entities filed proofs of claims with the Receiver memorializing outstanding balances owed to him from the Receivership Entities for prior legal

work performed on their behalf and prior payments made on their behalf. The proof of claims alone solidifies his prior representation of the Receivership Entities.

**C. An Attorney/Client Relationship Existed Between Attorney Orth and the Receivership Entities.**

Attorney Orth must be disqualified as Pelican's counsel because an attorney-client relationship previously existed between them and the Receivership Entities. "The test for determining the existence of [an attorney-client relationship] is a subjective one and hinges upon the client's belief that he is consulting a lawyer in that capacity and his manifested intention is to seek professional legal advice." *The Florida Bar v. Beach*, 675 So. 2d 106, 109 (Fla. 1996) (citation omitted). The providing of legal advice by itself is sufficient to establish an attorney-client relationship. *Lane v Sarfati*, 676 So. 2d 475, 476 (Fla. 3d DCA 1996). Significantly, when considering whether an attorney-client relationship applies to disqualify an attorney from opposing a former client, the focus must be from the perspective of the person seeking out legal advice, not on what the lawyer does. *Id.* Additionally, "knowledge of specific facts gained in a prior representation that are relevant to the matter in question ordinarily will preclude such a representation. A former client is not required to reveal the confidential information learned by the lawyer in order to establish a substantial risk that the lawyer has confidential information to use in the subsequent matter." *See* Comments to R. Regulating Fla. Bar 4-1.9; *see also First Fid. Tr. Services, Inc.*, 329 So. 3d at 227 n.2 (*supra.*).

**D. The Receiver Did Not Consent to Attorney Orth's Representation of Pelican, No Waiver was Obtained, and the Receiver Expressly Informed Attorney Orth of the Conflict of Interest.**

Under certain circumstances, a lawyer may be permitted to represent a client despite a conflict of interest, but only if he or she obtains the consent of the appropriate party or parties after consultation. *See* Rules Regulating the Florida Bar 4-1.7(a)-(b); 4-1.9(a). It is "primarily the

responsibility of the lawyer undertaking the [conflicting] representation” to obtain the necessary consent. Rules Regulating the Florida Bar 4-1.7; *see also The Florida Bar v. Dugan*, 731 So. 2d 1237, 1241 (Fla. 1999). Furthermore, the Rules require the Receiver to consent, only after consultation on the conflict issues. At no time did the Receiver consent to Attorney Orth’s representation of Pelican in this matter. And to be clear — **he does not consent**. This is especially true, not only at the time of the filing of this action against Pelican, but at no time did Attorney Orth or Pelican obtain a written waiver of conflict from the Receiver as it relates to Attorney Orth’s representation of Pelican.

In fact, rather than giving consent in writing, the Receiver expressly confirmed that he would not waive the conflict of interest with respect to Attorney Orth’s attempt to represent Pelican at the aforementioned mediation. The Receiver’s determination has never changed and Attorney Orth’s recent filings as counsel to Pelican violate the Receiver’s express instructions and violate the applicable Rules Regulating the Florida Bar.

Accordingly, Attorney Orth must be disqualified from representing Pelican in this lawsuit.

**E. The Court Should Sanction Attorney Orth and Strike All Filings Made by Him in this Action.**

For the foregoing reasons, the Receiver respectfully requests that Attorney Orth be disqualified from further representation of Pelican due to the apparent conflict of interest. The Receiver also requests as a sanction, an award of reasonable attorneys’ fees and costs incurred since September 30, 2024 by the Receiver and his counsel, as his actions has caused the Receivership estate to incur significant fees and costs addressing these issues, including but not

limited to fees and costs incurred in connection with this Motion. The Receiver further requests that, in order to preserve the integrity of this action, all filings made by Attorney Orth from September 30, 2024, including the notice of appearance, all discovery, the Offer of Settlement and the motion to dismiss be stricken from the record as inappropriate filings.

Dated: October 15, 2024

Respectfully submitted,

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

By: /s/ Gavin C. Gaukroger

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

**VERIFICATION**

Under penalties of perjury, I declare that I have read the foregoing allegations in this Motion and the facts stated herein are true to the best of my knowledge.

By: /s/

  
Daniel J. Stermer, Esq., as Receiver



**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on the 15 day of October, 2024, a true and correct copy of the foregoing was (i) filed using the Florida E-filing Portal, which will serve electronic notice upon all parties registered to receive notice in this case as reflected on the attached Service List; and (ii) served by electronic transmission upon counsel listed below.

By: /s/ Gavin C. Gaukroger  
Gavin C. Gaukroger

Adam J. Ruttenberg, Esq.  
Beacon Law Group, LLC  
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## SERVICE LIST

<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>Scott Alan Orth, Esq. Law Offices of Scott Alan Orth, P.A. 3860 Sheridan Street, Suite A Hollywood, FL 33021 Tel. (305) 757-3300 <a href="mailto:scott@orthlawoffice.com">scott@orthlawoffice.com</a> <a href="mailto:service@orthlawoffice.com">service@orthlawoffice.com</a> <a href="mailto:eservicesSAO@gmail.com">eservicesSAO@gmail.com</a> <i>Counsel for Pelican Capital Management LLC</i></p>
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# **EXHIBIT A**



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

CIRCUIT CIVIL DIVISION

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

STATE OF FLORIDA,  
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

NATIONAL SENIOR INSURANCE, INC.  
(d/b/a Seeman Holtz); *et al*,

Defendants.

---

**AGREED ORDER GRANTING MOTION FOR WITHDRAWAL OF COUNSEL &  
DIRECTIONS TO CLERK TO CHANGE COUNSEL OF RECORD**

**THIS MATTER** came before the Court upon LAW OFFICES OF SCOTT ALAN ORTH,  
P.A. AND SCOTT ALAN ORTH's Motion for Withdrawal as Counsel for the following Defendants  
(the "Motion"):

1. NATIONAL SENIOR INSURANCE, INC. D/B/A SEEMAN HOLTZ,
2. EMERALD ASSETS 2018, LLC,
3. INTEGRITY ASSETS 2016, LLC,
4. INTEGRITY ASSETS, LLC,
5. PARA LONGEVITY 2014-5, LLC,
6. PARA LONGEVITY 2015-3, LLC,
7. PARA LONGEVITY 2015-5, LLC,
8. PARA LONGEVITY 2016-3, LLC,
9. PARA LONGEVITY 2016-5, LLC,
10. PARA LONGEVITY 2018-3, LLC,
11. PARA LONGEVITY 2018-5, LLC,
12. PARA LONGEVITY 2019-3, LLC,
13. PARA LONGEVITY 2019-5, LLC,
14. PARA LONGEVITY 2019-6, LLC,
15. PARA LONGEVITY VI, LLC,
16. SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,
17. VALENTINO GLOBAL HOLDINGS, LLC.,
18. SEEMAN-HOLTZ CONSULTING CORP.,

19. CENTURION INSURANCE SERVICES GROUP, LLC,
20. CENTURION ISG Holdings, LLC,
21. CENTURION ISG Holdings II, LLC,
22. CENTURION ISG (Europe) Limited,
23. CENTURION ISG SERVICES, LLC,
24. CENTURION ISG FINANCE GROUP LLC,
25. CENTURION FUNDING SPV I LLC, and
26. CENTURION FUNDING SPV II LLC (the "CLIENT").


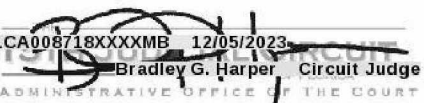
The Court having considered the Motion and being advised that Plaintiff (via counsel) and Client (via Receiver's counsel) are in agreement as to the entry of this order, it is hereby **ORDERED** that:

The Motion is **GRANTED**. Attorney SCOTT ALAN ORTH and THE LAW OFFICES OF SCOTT ALAN ORTH is no longer counsel of record for the Client and is relieved of any further responsibility and obligation on behalf of the Client in this case. All future documents and pleadings will be served as follows:

c/o Daniel J. Stermer, Receiver  
Development Specialists, Inc.  
500 W. Cypress Creek Road, Suite 400  
Fort Lauderdale, Florida 33309

c/o Brian G. Rich, Esq. and Gavin C. Gaukroger, Esq.,  
Attorney for Receiver  
Berger Singerman LLP  
525 Okeechobee Boulevard, Suite 1250  
West Palm Beach, FL 33401  
brich@bergersingerman.com  
ggaukroger@bergersingerman.com

**DONE AND ORDERED** in Chambers at West Palm Beach, Florida.

 502021CA008718XXXMB 12/05/2023  
  
Bradley G. Harper, Circuit Judge  
ADMINISTRATIVE OFFICE OF THE COURT

502021CA008718XXXMB 12/05/2023  
Bradley G. Harper  
Circuit Judge

**SERVICE LIST**

Copies to: Counsel of Record and Corporate Receiver

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George Bedell, Chief Counsel  
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*Attorneys for MCM 301 Yamato LLC*

# **EXHIBIT B**

Prepared by and Return to:  
Gary S. Dunay, Esq.  
Dunay, Miskel and Backman, LLP  
14 SE 4<sup>th</sup> Street, #36  
Boca Raton, FL 33432

### SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED** is made and entered into as of the 15<sup>th</sup> day of March, 2022 by **El-Ad Mizner on the Green LLC, a Delaware limited liability company**, Grantor, whose office address is 150 East Palmetto Park Road, Suite 400, Boca Raton, Florida 33432, to **Scott Alan Orth, as Trustee of the TJV 909 Trust u/a/d 3-08-2022**, with full power and authority to protect, conserve, sell, lease, encumber or otherwise manage and dispose of the real property described herein pursuant to Florida Statute 689.073, Grantee, whose mailing address is 200 SE Mizner Boulevard, Unit PH09, Boca Raton, Florida 33432 Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their heirs, legal representatives, and assigns.

### WITNESSETH:

**GRANTOR**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee, the following described land situate and being in Palm Beach County, Florida (the "Property"):

Condominium Unit No. PH09, of **ALINA BOCA RATON, A CONDOMINIUM**, according to the Declaration of Condominium thereof, recorded December 28, 2020 in Official Records Book 32040, Page 164, of the Public Records of Palm Beach County, Florida, and as further amended and/or supplemented from time to time, together with an undivided interest in the common elements appurtenant thereto.

**TOGETHER WITH** all the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining.

**THIS CONVEYANCE** is subject to: taxes and assessments for 2022 and all subsequent years; zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority; conditions, restrictions, reservations, limitations and easements of record, if any, but this reference shall not operate to reimpose same; and restrictions, conditions, covenants, liens, terms and limitations set forth in the following documents, each as amended, modified and/or supplemented from time to time: (i) the Declaration of Condominium referenced above and all exhibits thereto (the "Declaration of Condominium"), (ii) the Master Declaration of Covenants, Restrictions and Easements for Alina Boca Raton recorded in Official Records Book 32039, Page 1490 of Palm Beach County, Florida and as same may be hereafter supplemented, amended or modified (the "Master Covenants") and (iii) Declaration of Restrictive Covenant recorded in Official Records Book 32340, Page 1833 of the Public Records of Palm Beach County, Florida.

**GRANTOR** hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

**IN WITNESS WHEREOF**, Grantor has hereunto set its hand and seal as of the day and year first above written.

Witnessed by:

This

Name: El-Ad Mizner LLC  
El-Ad Mizner LLC

Name: El-Ad Mizner LLC  
El-Ad Mizner LLC

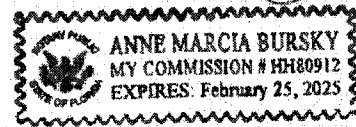
El-Ad Mizner on the Green LLC, a Delaware limited liability company

By: Noam Ziv, Authorized Representative

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 15 day of March, 2022, by Noam Ziv, as Authorized Representative of El-Ad Mizner on the Green LLC, a Delaware limited liability company, on behalf of said entity. He is personally known to me or produced his driver's license as identification.

Anne Marcia Bursky  
Notary Public



Notarized Copy



ADJUST FONT SIZE: + - RESET

Website Search



**DOROTHY JACKS**  
CFA, AAS  
Palm Beach County Property Appraiser  
*We Value What You Value*



**Real Property**

Search by Owner Name (Last Name first)  **Search**



Classic PAPA



MyPAPA



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Save as PDF



Print Property Summary



2021 Proposed Notice

- Property Detail
- Owner Information
- Sales Information
- Exemption Information
- Property Information
- Appraisals
- Assessed and Taxable Values
- Taxes

Full Property Detail

## Property Detail

Show Full Map

Location 200 SE  
Address MIZNER  
BLVD  
909  
Municipality BOCA  
RATON  
Parcel 06-43-  
Control 47-29-  
Number 67-000-  
9090  
Subdivision ALINA  
BOCA  
RATON  
CONDO  
Official Records 33406 /  
Book/Page 654  
Sale Date MAR-  
2022  
Legal ALINA  
BOCA  
RATON  
Description CONDO



UNIT  
PH 09

[Nearby Sales Search](#)

### Owner Information

[Change of Address](#)

#### Owner(s)

TJV 909 TRUST  
ORTH SCOTT A TR

#### Mailing Address

200 SE MIZNER BLVD PH 09  
BOCA RATON FL 33432 5202

### Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAR-2022	\$3,635,000	33406 / 00654	WARRANTY DEED	TJV 909 TRUST

**NOTE: Sales do not generally appear in the PAPA database until approximately 1 to 3 weeks after the closing date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.**

### Exemption Information

[Portability Calculator](#)

No Exemption Information Available.

### Property Information

Subarea and Sq. Footage for Building 1		Structural Element for Building 1		Sketch for Building 1
<b>Code Description</b>	<b>Sq. Footage</b>	<b>1. Exterior Wall 1</b>	MSY: CB STUCCO	
NVA No Value Area	16	<b>2. Year Built</b>	2021	
FOP Finished Open Porch	376	<b>3. Air Condition Desc.</b>	HTG & AC	
BAS Base Area	2663	<b>4. Heat Type</b>	FORCED AIR DUCT	
<b>Total Square Footage :</b>	<b>3055</b>	<b>5. Heat Fuel</b>	ELECTRIC	
<b>Total Area Under Air :</b>	<b>2663</b>	<b>6. Bed Rooms</b>		
		<b>7. Full Baths</b>		
		<b>8. Half Baths</b>		
<b>Number of Units Total</b>	<b>3055</b>	<b>9. Exterior Wall 2</b>	NONE	
<b>Square Feet*</b>		<b>10. Roof Structure</b>	PRESTRESSED CONCRETE	
<b>Acres Property</b>		<b>11. Roof Cover</b>	POURED CONCRETE	
		<b>12. Interior Wall 1</b>	DRYWALL	
		<b>13. Interior Wall 2</b>	N/A	

[View Building Details](#)

Use Code 0040 - VACANT CONDO LAND	14. Floor Type 1	CARPETING
Zoning NZ - NOT ZONED ( 06-BOCA RATON )	15. Floor Type 2	CERAMIC/QUARRY TILE
	16. Stories	1

\* May indicate living area in residential properties.

[Request Structural Details Change](#)

### Appraisals

	Show 5 year   Show 10 year				
Tax Year	2021	2020	2019	2018	2017
Improvement Value	\$321,095	\$0	\$0	\$0	\$0
Land Value	\$0	\$0	\$0	\$0	\$0
Total Market Value	\$321,095	\$0	\$0	\$0	\$0

All values are as of January 1st each year

### Assessed and Taxable Values

	Show 5 year   Show 10 year				
Tax Year	2021	2020	2019	2018	2017
Assessed Value	\$321,095	\$0	\$0	\$0	\$0
Exemption Amount	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$321,095	\$0	\$0	\$0	\$0

### Taxes

	Show 5 year   Show 10 year				
Tax Year	2021	2020	2019	2018	2017
Ad Valorem	\$5,798	\$0	\$0	\$0	\$0
Non Ad Valorem	\$96	\$0	\$0	\$0	\$0
Total tax	\$5,894	\$0	\$0	\$0	\$0

**\*Buyers take note:** Taxes will change and often increase substantially when a property sells. The seller's exemption benefits will GO AWAY the year after they sell and this may result in higher taxes for a buyer. Please use the Property Tax Calculator to get a better annual tax estimate if you are purchasing this property.

[Property Tax Calculator](#)  
[Property Tax Detail](#)   [Tax Collector](#)



**Disclaimer:** The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser exercises strict auditing procedures to ensure validity of any transaction received and posted by this office, but cannot be responsible for errors or omissions in the information received from external sources. Due to the elapsed time between transactions in the marketplace, and the time that those transactions are received from the public and/or other jurisdictions, some transactions will not be reflected. Information collected at this site, including email addresses, becomes public record and may be subject to inspection and copy by the public unless prohibited by exception or exemption in the law.

This site is designed to work best with the Internet Explorer 10 or higher and other proprietary browsers like Google Chrome, Mozilla Firefox and Safari. Please contact us if you need additional information or assistance with browser settings.

## ADA Access

The Palm Beach County Property Appraiser's Office is committed to compliance with the Americans with Disabilities Act (ADA) and WCAG 2.0 and WCAG 2.1. It does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs or activities. Upon request, reasonable accommodation will be made to allow individuals with disabilities access to the communications regarding our services, programs or activities set forth on the Palm Beach County Property Appraiser's Office website. Please contact our public records custodian at **561.355.2881** or e-mail your request to **[pa-pubsvc@pbcgov.org](mailto:pa-pubsvc@pbcgov.org)**.

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