

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

State of Florida
Office of Financial Regulation,
Plaintiff,
v.
National Senior Insurance, Inc.
et. al.
Defendants.

Case No.: **50-2021-CA-008718-XXXX-MB**
CIVIL DIVISION

_____ /

MOTION TO VACATE THE ORDER EXECUTED ON MAY 29, 2024

Defendant, Richard Donoff (“Donoff”), through his undersigned counsel, files this Motion to Vacate the Order executed on May 29, 2024, by which the Court approved the Settlement Agreement between Donoff and the Receiver and in furtherance thereof, states as follows:

1. As reflected on the attached documents, the hearing on the Motion to Approve the Settlement Agreement was scheduled for and held on May 30, 2024. The day before, May 29, 2024, the Court proceeded to enter an order approving the Settlement Agreement.

2. The entry of the May 29, 2024 order – prior to an actual hearing on the Motion to Approve – violated Donoff’s due process rights. See *Pro-Art Dental Lab, Inc. v. V-Strategic Group, LLC*, 986 So. 2d 1244, 1252 (Fla. 2008) (quotation omitted) (“Florida law clearly holds that a trial court lacks jurisdiction to hear and to determine matters which are not the subject of proper pleading and notice,” and “[t]o allow a court to rule on a matter without proper pleadings and notice is violative of a party’s due process rights.”).

3. The May 29, 2024 order granting the Motion to Approve, which states that the matter came “before the Court for hearing on May 30, 2024,” also states that the court “retains jurisdiction to enforce the terms thereof.”

4. On May 30, 2024, the trial court held a hearing on the Motion to Approve. Presumably, neither the trial court nor Donoff was aware that an order approving the settlement had already been entered the day before.

5. Donoff appeared at the May 30, 2024 hearing through his then counsel and his new counsel. Donoff's new counsel argued that the settlement should not be approved because Stermer breached the agreement in bad-faith by violating its provision for confidentiality, as well as other grounds, which he asserted; providing a basis for invalidating the agreement outright.

6. Donoff's new counsel further stated, "I don't think that a five-minute UMC is the appropriate time or place for us to be able to make a case that the receiver breached the settlement agreement and it's clear on the face of the document." Counsel further stated, "we would like an opportunity to prove that the confidentiality provision has been breached and rescind the settlement agreement with respect to Mr. Donoff."

7. Donoff's prior counsel stated, "I did notify Mr. Rich that the settlement was breached and that to cancel this hearing on several occasions, so I don't know why he continued to go forward."

8. At the conclusion of the May 30, 2024 hearing, the trial court stated:

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

(emphasis added).

9. Since at least May 2024, Stermer was aware that Donoff was disputing the validity of the settlement agreement. While that dispute was pending, Donoff did not make payments otherwise required under the terms of the agreement, which had been approved by the May 29, 2024 order entered in violation of his due process rights.

10. However, Donoff did transmit the initial payment called for by the settlement

agreement to his new counsel who has since held the funds in trust pending resolution of the issue of who breached the settlement agreement.

11. On July 7, 2024, Stermer initiated a second but supplemental proceeding styled *Daniel Stermer, as Receiver v. Richard Donoff*, Case No. 50-2024-CA-006353 (the “Enforcement Action”) to enforce the settlement agreement, approved via the May 29, 2024 order. Stermer committed fraud on the Court by failing to advise the court that in approving the settlement agreement, the court granted leave for Defendant to set a hearing on the issue of whether Stermer had breached the settlement agreement, not Defendant. Such a hearing is essential to the issue of breach since Defendant’s obligation to comply with the payment terms of the settlement agreement would be abrogated with the finding of a breach by Stermer.

12. It is apparent that Stermer did not seek to enforce the settlement agreement in the Original Action, where it had been approved, where the Court retained jurisdiction, and where the Court had given leave for a hearing, in an effort to mislead the Court.

13. There can be little doubt that Stermer initiated the Supplemental Enforcement action as a calculated scheme to interfere with the judicial system’s ability impartially to adjudicate a matter by improperly influencing the trier of fact and unfairly hampering the presentation of the opposing party’s claim or defense. See *Aoude v. Mobile Oil Corp.*, 892 F2d 1115, 1118 (1st Cir 1989).

14. On July 29, 2024, Donoff, through his new counsel, filed a motion in the Original Action seeking to set aside the May 29, 2024 order granting the Motion to Approve.

15. In that Motion, Donoff asserted that Stermer had procured the settlement in bad faith and had violated the agreement’s provision for confidentially and that this breach, among other reasons, provided grounds for invalidating the settlement agreement outright.

16. On August 9, 2024, Stermer filed a response to Donoff’s motion to set aside the settlement approval, titled Motion to Strike.

17. It is improbable that given this Court’s guidance to the parties, Defendant should have been permitted the opportunity to have a hearing on the issue of breach. Moreover, this Court surely would not have approved an order for a final judgment in a case where a motion to set aside the settlement agreement had been filed and the issue of breach was pending.

18. On August 14, 2024, Donoff filed, in the Original Action, an objection to entry of an agreed final judgment.

19. On August 19, 2024, a final judgment was entered against Donoff in the Enforcement Action (the “Final Judgment”). The Final Judgment was entered *ex-parte* without hearing on the basis that the settlement agreement provided for entry of a consent judgment against Donoff in the event of breach. That consent judgment would have been invalidated by a finding of the Court that Stermer had breached the confidentiality provision of the settlement agreement. In fact, the entire settlement agreement would have been invalidated.

Wherefore, Defendant respectfully requests that this Court vacate its order of May 29, 2024 on the basis that it by executing the Order of May 29, 2024 prior to the hearing on May 30, 2024 and by failing to provide Donoff the right to a hearing on the issue of breach Defendant’s due process rights were violated.

Dated: January 17, 2024

Respectfully submitted

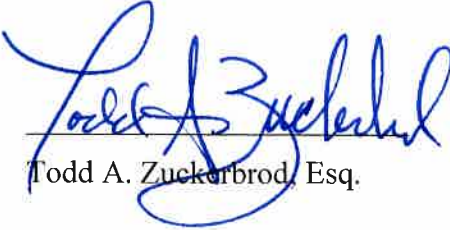


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CERTIFICATE OF SERVICE

I hereby certify that on January 17, 2025, the foregoing document was filed using the Florida E-Portal Filing System, which will serve a copy of the foregoing electronically upon electronic service to the Plaintiff and all parties listed below.

Dated: January 17, 2025


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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.

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

THIS MATTER came before the Court on May 30, 2024, at 8:45 a.m., in West Palm Beach, Florida, upon the *Receiver, Daniel J. Stermer's Motion to Approve Settlement Agreement Between (I) Receivership Parties; and (II) Richard Donoff* (the "Motion") filed by the Court-appointed Receiver, Daniel J. Stermer ("Receiver"). The Motion seeks approval of a *Settlement Agreement* (the "Settlement Agreement"), a copy of which is attached to the Motion as Exhibit 2, between the Receiver, on behalf of the Receivership Defendants¹ and Richard Donoff ("Donoff", and together with the Receiver, collectively, the "Parties"). The Court, having considered the Motion and the Settlement Agreement, having reviewed the Court file, having heard argument of counsel and being otherwise fully advised in the premises, it is hereupon,

ORDERED and ADJUDGED that:

1. The Motion is **GRANTED**.
2. The Settlement Agreement between the Receiver and Donoff, attached to the Motion as Exhibit 2 is **APPROVED** in its entirety.
3. The Parties are directed to comply with the terms and conditions of the Settlement

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

Agreement, and the Court retains jurisdiction to enforce the terms thereof. For the avoidance of doubt, the Settlement Agreement and releases provided therein shall have no effect on claims of third-parties.

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

502021CA008718XXXXMB 05/29/2024
Bradley G. Harper Circuit Judge
ADMINISTRATIVE OFFICE OF THE COURT

502021CA008718XXXXMB 05/29/2024
Bradley G. Harper
Circuit Judge

BRADLEY HARPER
CIRCUIT COURT JUDGE

Copies to: Counsel of Record and Corporate Monitor

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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.)
)
NATIONAL SENIOR INSURANCE,)
INC., D/B/A SEEMAN HOLTZ,)
ET AL.,)
)
Defendants,)
)
THE ESTATE OF ERIC CHARLES)
HOLTZ, ET AL.,)
)
Relief Defendants.)
_____)

TRANSCRIPT OF PROCEEDINGS

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