

**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.

/

RECEIVER, DANIEL J. STERMER'S RESPONSE IN OPPOSITION TO RICHARD DONOFF'S MOTION TO VACATE THE ORDER EXECUTED ON MAY 29, 2024

Daniel J. Stermer, as Court-appointed Receiver (the “**Receiver**”) for the property, assets, and business of the thirty-three (33) Receivership entities¹ (the “Receivership Defendants” and, formerly the “**Consenting Corporate Defendants**”, and, together with the Receiver, collectively, the “**Receivership Estate**”), files this Response to Richard Donoff’s (“**Donoff**”) *Motion to Vacate the Order Executed on May 29, 2024* (“**Motion**”), and states:

I. SUMMARY OF THE ARGUMENT

The Motion seeks (yet again) to challenge and revisit previous arguments made and rejected and the Final Judgment that was properly adjudicated and entered by the Court. The Final Judgment was entered after the Receiver and counsel followed established procedures and Court rules and after the Court’s due considerations of the Parties’ settlement agreement. The

¹ The Consenting Corporate Defendants include: NATIONAL SENIOR INSURANCE, INC. D/B/A SEEMAN HOLTZ, CENTURION INSURANCE SERVICES GROUP, LLC, EMERALD ASSETS 2018, LLC, INTEGRITY ASSETS 2016, LLC, INTERGRITY ASSETS, LLC, PARA LONGEVITY 2014-5, LLC, PARA LONGEVITY 2015-3, LLC, PARA LONGEVITY 2015-5, LLC, PARA LONGEVITY 2016-3, LLC, PARA LONGEVITY 2016-5, LLC, PARA LONGEVITY 2018-3, LLC, PARA LONGEVITY 2018-5, LLC, PARA LONGEVITY 2019-3, LLC, PARA LONGEVITY 2019-5, LLC, PARA LONGEVITY 2019-6, LLC, PARA LONGEVITY VI, LLC, SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC, VALENTINO GLOBAL HOLDINGS, LLC, AMERITONIAN ENTERPRISES, LLC, SEEMAN-HOLTZ CONSULTING CORP., CENTURION ISG Holdings, LLC, CENTURION ISG Holdings II, LLC, CENTURION ISG (Europe) Limited, CENTURION ISG SERVICES, LLC, CENTURION ISG FINANCE GROUP, LLC, CENTURION FUNDING SPV I LLC, CENTURION FUNDING SPV II LLC, PARA GLOBAL 2019, LLC, ALLOY ASSETS, LLC, SEEMAN HOLTZ WEALTH MANAGEMENT, INC. AGENCY ACQUISITION FUNDING, LLC, AMERICA’S FAVORITE INSURANCE SERVICES LLC, and GRACE HOLDINGS FINANCIAL, LLC.

Motion attempts to raise allegations, with no factual support, against the Receiver and his counsel of “fraud upon the Court” and violations of “Due Process Rights,” as a purported effort to fit into the required elements under Fla. R. Civ. P. 1.540(b) to seek to set aside a Final Judgment (as defined below) that has been of record for over eight months and has stood unstayed and unaffected by any of Donoff and his counsels’ prior ineffective challenges and efforts to unwind same. Donoff and his counsel continue to waste the resources of this Court, and of the Receiver and the Receivership Estate, with their haphazard and unpersuasive attempts to pivot from Donoff’s obligations under the Settlement Agreement. The Receiver did not force Donoff to enter into a Settlement Agreement; he, with the advice of counsel, chose to do so, and he is thus obligated to comply with its terms. All of these efforts by Donoff and his counsel only serve to add expense to the Receivership Estate which, absent the requirement that Donoff and his counsel be obligated to pay, will be borne by the victims of this Ponzi scheme.²

THE SETTLEMENT AGREEMENT

While the Court is well aware of the facts, the Receiver will again provide the factual and procedural background. 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 related to Mr. Donoff’s actions related to the Seeman Holtz Ponzi scheme. Section 8 of the jointly drafted Settlement Agreement required the Receiver to file a partially redacted copy of the Settlement Agreement for Court approval.³ Thereafter, Donoff apparently experienced

² The Receiver is mindful of the Court’s reluctance to impose an award of attorneys’ fees. Here, the Receiver submits that the continue efforts by Donoff and his counsel warrant an award for fees, which are provided for in the Settlement Agreement. At some point, perhaps if Mr. Donoff is forced to expend funds for his wasteful tactics, he will stop and obey the Court and his obligations under the Settlement Agreement.

³ 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

“buyer’s remorse”, and began conjuring up excuses based on the purported breach of confidentiality clause to avoid honoring the settlement. He then breached the Settlement Agreement himself by failing to make the stipulated initial payment. The Motion, Donoff’s third attempt to disrupt the approved Settlement Agreement, is procedurally and substantively improper, wholly unsupported by any reliable facts or allegations, and should be denied in its entirety.

By his redundant Motion, Donoff is effectively seeking to: (1) set aside 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**”); (2) set aside the Agreed Final Judgment against Defendant, dated August 19, 2024 (“**Final Judgment**”), in a separate case filed to enforce the Settlement Agreement styled *Daniel Stermer, as Receiver v. Richard Donoff*, Case No. 50-2024-CA-006353 (“**Enforcement Action**”); (3) set aside the Order Denying Richard Donoff’s Motion for Reconsideration of Approval of Settlement and Agreed Final Order Against Defendant entered in September 23, 2024, and (4) set aside the Dismissal Order entered in the Appellate Case (as defined below) on December 2, 2024.

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 has and continues to strenuously deny, is wrong and has been fully adjudicated.

Second, Donoff’s Motion lacks any support for its unfounded allegations of fraud upon the court or failures of due process. In his Motion, Donoff acknowledges that the Court held a

duly-noticed hearing on the Settlement Motion whereupon Donoff's prior counsel and current counsel appeared. The Settlement Agreement provided a clear and unambiguous remedy in the event Donoff breached the Settlement Agreement. The Receiver, complying with the terms of the Settlement Agreement, commenced the Enforcement Action and filed the Consent Judgment pursuant to the terms thereof and provided notice pursuant to the Settlement Agreement.⁴ Donoff's "buyer's remorse" is not a factual or legal basis to void the Settlement Agreement, and his false allegations of fraud by the Receiver (an arm of this Court) are wildly inappropriate and should be cause for referral to the Florida Bar.

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**").

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 The filing of the Consent Judgment, which is a separate matter from, and has a separate Case Number, from the OFR Enforcement Matter, is the basis for Donoff and his counsel's allegation that the Receiver has committed "fraud on the Court." Again, the Receiver properly follows the Florida Rules of Civil Procedure and this Court's rules and procedures as well as this Court's Order Appointing Receiver.

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**.⁵

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 then 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, approved, 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,

⁵ The B. Rich Affidavit was originally attached to the Receiver’s response to the Motion to Reconsider and is reattached hereto.

an unredacted version of the Agreement.”

(emphasis added). *Id.* at ¶ 9, 14.

11. On March 27, 2024, the 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>
Sent: Wednesday, March 27, 2024 8:30:29 AM
To: Keith Appleby <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.

GreenspoonMarder 
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. On March 28, 2024, the Receiver was advised by the mediator that “[Donoff will honor the commitment on the settlement agreement signed as is”.

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 counsel 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. **This is acceptable.**” *Id.* (emphasis added). *Id.* at ¶ 16. Based upon Donoff’s counsel’s clear and unambiguous response, the Receiver had the originally-filed, partially-redacted Settlement Agreement replaced with a fully-redacted Settlement Agreement. *Id.* at ¶ 17-19, and **Exhibit C** 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**”). The Approval Order is a final 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. Thereafter, Donoff failed to file any motion to vacate the Approval Order or seek any relief. He otherwise 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 (the "Donoff Enforcement Action").

22. On August 19, 2024, the Court in the Donoff Enforcement Action entered the Final Judgment pursuant to Donoff's Answer, Waiver of Defenses, and Consent to Judgment attached to the Settlement Agreement.⁶

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 *Motion for Reconsideration of Approval of Settlement and Agreed Final Order against Defendant*.

24. On September 23, 2024, the Court denied the Motion for Reconsideration and ordered that the Receiver was entitled to recover reasonable attorney's fees and costs incurred in responding to the Motion in accordance with Section 14 of the Settlement Agreement.

⁶ 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. As with the Settlement Agreement, Donoff executed these documents as well after discussing and reviewing them with his counsel.

25. On October 23, 2024, Donoff's Notice of Appeal was filed with the Fourth District Court of Appeals as to the *Order Denying Richard Donoff's Motion for Reconsideration of Approval of Settlement and Agreed Final Order Against Defendant* (the "Appellate Case"). In the Appellate case, Donoff tried to recast his Motion for Reconsideration as a Motion to Vacate under 1.540 to avoid time limitations, however, the appeal failed to raise any arguments related to Rule 1.540.

26. On December 2, 2024, the Appellate court dismissed Donoff's Appeal and directed this Court to determine the Receiver's entitlement to fees. Donoff did not further appeal the order from the Fourth DCA.

27. On January 17, 2025, almost 45 days after his appeal was dismissed, Donoff filed this Motion, regurgitating his arguments made in the Appellate Case, sprinkling in allegations of fraud and due process violations by the Receiver and his counsel in order to frame the issue to fit the elements under Rule 1.540.

28. The Motion, consistent with his prior efforts, is frivolous and should be denied outright.

III. LEGAL STANDARD

29. While Donoff's Motion lacks any citations to legal authority, it appears Donoff is relying on Florida Rule of Civil Procedure 1.540(b) to vacate the Final Judgment. This rule of civil procedure provides that a court may relieve a party from a final judgment, decree, or, or proceeding for the following reasons:

1. Mistake, inadvertence, surprise, or excusable neglect;
2. Newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial or rehearing;
3. Fraud, misrepresentation, or other misconduct of an adverse party;
4. That the judgment, decree, or order is void; or

5. That the judgment, decree, or order has been satisfied, released or discharged, . . . or it is no longer equitable that the judgment, decree, or order should have prospective application.

See Fla. R. Civ. P. 1.540(b)

30. Relief from Judgment by this court “is discretionary and a party has no absolute right to invoke it. It is incumbent upon the moving party to show the existence of adequate grounds to justify the exercise of such power.” Fla. R. Civ. P. 1.540, Author’s Comment. This is effectively Donoff’s third attempt to set aside the voluntarily agreed to Settlement Agreement and the Judgment. The first attempt was filed on September 24, 2024. Donoff’s first motion, as argued previously, was untimely as Donoff failed to move for rehearing within 15 days of entry of the Judgment. This Court appropriately denied the Motion. Donoff then initiated the Appellate Case commencing his second attempt. The Appellate Case was dismissed and not appealed further.

31. Now, Donoff files this **third attempt**. The “Wherefore Clause” of Donoff’s Motion states:

Defendant respectfully requests that this Court vacate its order of May 29, 2024 on the basis that 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.

32. Donoff further alleges that the Receiver committed fraud on the Court by initiating the Enforcement Action and 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 the Receiver had breached the settlement agreement, not Defendant. This is a farse and a complete stretch of the Court’s recommendation(s) after approving the Settlement Agreement. The Court’s remarks neither stayed the enforcement or validity of the Settlement Agreement. The Court’s remarks simply put the parties on notice that if a party is alleging a breach of the Settlement Agreement, they needed to do so by separate motion.

IV. ARGUMENT

33. Donoff's Motion is, as was his other attempts to vitiate the Settlement Agreement, fundamentally flawed, highly misleading, and wholly inadequate.

34. Donoff's Motion admits his counsel received notice and appeared at the hearing to consider and ultimately approve the Settlement Agreement. *See* Motion at ¶ 5. Donoff's Motion admits that he breached the Settlement Agreement by failing to make the payments required under the terms of the Settlement Agreement, which had been approved by the May 29, 2024 Order. *See id.* at ¶ 9. Donoff's Motion admits to not filing any pleading contesting the Order Approving the Settlement Agreement until July 29, 2024. *See id.* at ¶ 14. Donoff's Motion admits that the Court entered the Final Judgment on August 19, 2024, in the Donoff Enforcement Action over Donoff's objection filed on August 14, 2024. *See id.* at ¶ 18 and 19.

35. However, Donoff's Motion fails to allege any plausible allegations of mistake, inadvertence, surprise, or excusable neglect by the Court or the Receiver. *See* Fla. R. Civ. P. 1.540(b)(1). The Court held a hearing, heard argument regarding the approval of the Settlement Agreement and confirmed the approval of the Settlement Agreement.

36. Donoff's Motion fails to allege any newly discovered evidence that would necessitate a new hearing. Fla. R. Civ. P. 1.540(b)(2). In fact, Donoff's Motion admits that the Court was well aware of the allegations Donoff raises in his Motion when the Court previously denied all of Donoff's prior attempts. *See* Motion at ¶ 4-6.

37. Donoff's Motion attempts to allege a fraud by the Receiver to meet the statutory element, yet these allegations are nonsensical, unsupported, and to the extent comprehensible, untrue. Fla. R. Civ. P. 1.540(b)(3). The Court's entering an Order prior to the hearing is not a "fraud upon the Court" by the Receiver.

38. The Court held a hearing at which all counsel were present and the Court, “determining the appropriateness of approving the settlement agreement”, confirmed the approval of the Settlement Agreement. The Court and the Receiver provided adequate notice and an opportunity to be heard. Donoff and his counsel have had every chance to be heard regarding the Settlement Agreement, but such attempts have been denied at each step because such allegations are refuted by the record and only filed to further delay and disrupt the Receiver’s attempt to recover funds from Donoff which he agreed to pay for the benefit victims of the Seeman Holtz Ponzi Scheme.

39. Donoff’s Motion does not allege the Judgment is invalid (*see* Fla. R. Civ. P. 1.540(b)(4)) but instead admits that 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. *See* Motion at ¶ 19. The Court record clearly establishes this is wrong—the agreed upon settlement agreement, signed by all parties and agreed upon by Donoff’s counsel, specifically permitted this remedy upon a default by Donoff.

40. Finally, Donoff’s Motion does not, and cannot, allege that the enforcement of the Judgment is no longer equitable. Fla. R. Civ. P. 1.540(b)(5). “Rule 1.540(b)(5) was intended to provide ‘extraordinary relief’ reserved for ‘exceptional circumstances’ and is narrowly construed.” *Castro v. Sun ’N Lake of Sebring Improvement Dist.*, 334 So. 3d 663 (Fla. 2d DCA 2021) (emphasis added); *see also Pure H2O Biotechnologies, Inc. v. Mazziotti*, 937 So. 2d 242, 245 (Fla. 4th DCA 2006). Here, there is no reason to grant such extraordinary relief.

V. CONCLUSION

Donoff’s Motion is just another inept 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 are completely frivolous. Donoff's counsel, Mr. Zuckerbrod, filed the Motion to further delay and frustrate the Receiver's duties and responsibilities. Prior to the filing of his Motion, Mr Zuckerbrod communicated to the Receiver's counsel his intention to raise this issue of purported due process violations with the Appellate Court in the event the Motion is denied. Mr. Zuckerbrod is not zealously representing his client but instead acting in bad faith, which is something that Mr. Zuckerbrod has and continues to state the Receiver and his counsel are doing. Nothing can be further from the truth.

This Motion should be denied and the Receiver should be entitled to enforce and collect upon the Final Judgment against Mr. Donoff.

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

Dated: April 22, 2025

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Counsel for Receiver
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By: /s/ Brian G. Rich

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 22, 2025, 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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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,

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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

("Attorney Zuckerbrod"). A copy of the service email and Notice of Hearing is attached hereto as **Exhibit D.**

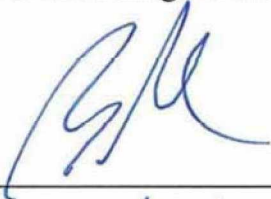
19. The Notice of Hearing indicated that the Motion to Approve Settlement Agreement Between (I) Receivership Parties; and (II) Richard Donoff was set for hearing.

20. On May 30, 2024, I appeared at a hearing on behalf of the Receiver before Judge Bradley Harper in the above-captioned case on the Receiver's Motion to Approve the Settlement Agreement. Attorney Schindler and Attorney Zuckerbrod, appeared on behalf of Donoff.

21. The Court heard arguments from all parties and granted the Motion to Approve the Settlement Agreement.

22. Donoff materially breached the Court-approved Settlement Agreement on July 3, 2024, by failing to make the initial payment to the Receiver and failing to cure his breach.


FURTHER AFFIANT SAYETH NAUGHT.

By: 
Date: 9/16/24

STATE OF FLORIDA)
) SS.:
COUNTY OF LEON)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of September, 2024, by Brian Rich and who is ☒ Personally Known to me OR who Produced _____ as identification.

My commission expires:


NOTARY PUBLIC, State of Florida
Print Name: Zouie Morton

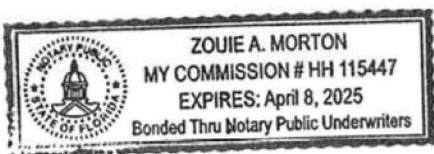


EXHIBIT A

Subject: FW: FW: Mediation

From: Keith Appleby <kappleby@westshoremmediation.com>
Sent: Wednesday, March 27, 2024 10:50 AM
To: Daniel Stermer <DStermer@dsiconsulting.com>; Gavin Gaukroger <ggaukroger@bergersingerman.com>; Brian Rich <BRich@bergersingerman.com>; Michael J. Niles <MNiles@bergersingerman.com>; Kerry Burns <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@westshoremmediation.com

www.westshoremmediation.com

Sent from my iPhone.

Begin forwarded message:

From: Rose Schindler <Rose.Schindler@gmlaw.com>
Date: March 27, 2024 at 10:46:42 AM EDT
To: Keith Appleby <kappleby@westshoremmediation.com>
Cc: Richard Donoff <rdonoff@gmail.com>
Subject: FW: Mediation

From: Rose Schindler <Rose.Schindler@gmlaw.com>
Sent: Wednesday, March 27, 2024 8:30:29 AM
To: Keith Appleby <kappleby@westshoremmediation.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

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The information contained in this transmission may be attorney/client privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply e-mail.

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>
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

From: Rose Schindler <Rose.Schindler@gmlaw.com>
Sent: Monday, May 6, 2024 3:09 PM
To: Michael J. Niles <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

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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 [bergersingerman.com]

[<image003.png>](#)

[\[linkedin.com\]](#)

[<image005.png>](#)

[\[twitter.com\]](#)

<image007.png>

[\[facebook.com\]](#)

<image009.png>

[\[instagram.com\]](#)

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.

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product or attorney-client privileged. If this information is received by anyone other than the named and intended addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone at the phone number of the sender listed on the email and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

<image001.png>

<image003.png>

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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 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



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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,
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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.

_____ /

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 SINGERMANN 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
Gavin C. Gaukroger
Florida Bar No. 76489
ggaukroger@bergersingerman.com
Michael J. Niles
Florida Bar No. 107203
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 5th Street
Suite 400
Boca Raton, FL 33432
tz@tzbrokerlaw.com

Rose M. Schindler, Esq.
Greenspoon Marder LLP
2255 Glades Road
Suite 400-E
Boca Raton, FL 33431
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 dstermer@DSIConsulting.com <i>Receiver</i></p> | <p>Susan Yoffee, Esq. Gary A. Woodfield, Esq. <i>Nason Yeager Gerson Harris & Fumero, P.A.</i> 3001 PGA Boulevard, Suite 305 Palm Beach Gardens, FL 33410 syoffee@nasonyeager.com gwoodfield@nasonyeager.com sdaversa@nasonyeager.com <i>Counsel for The Estate of Eric Charles Holtz</i></p> |
| <p>Victoria R. Morris, Esq. Andrew C. Lourie, Esq. Kobre & Kim LLP 201 South Biscayne Boulevard, Suite 1900 Miami, FL 33131 Andrew.Lourie@kobrekim.com Victoria.Morris@kobrekim.com <i>Attorneys for Relief Defendant Seeman Holtz Property and Casualty LLC</i></p> | <p>David L. Luikart III, Esq. Hill, Ward & Henderson, P.A. 101 East Kennedy Boulevard, Suite 3700 Tampa, FL 33602 Dave.luikart@hwhlaw.com Michelle.armstrong@hwhlaw.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> |

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Gary M. Murphree, Esq. Brandy Abreu, Esq. AM Law, LC 10743 SW 104th Street Miami, FL 33186 gmm@amlaw-miami.com babreu@amlaw-miami.com mramirez@amlaw-miami.com pleadings@amlaw-miami.com <i>Attorneys for Zoe Seijas and Victor Seijas, Jr., Trustees of Victor Seijas Living Trust</i></p> | <p>Harris J. Koroglu, Esq. Shutts & Bowen LLP 200 South Biscayne Boulevard, Suite 4100 Miami, FL 33131 hkoroglu@shutts.com <i>Attorneys for MCM 301 Yamato LLC</i></p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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 discapacidad 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, kòòdonatè 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

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. |) |
| |) |
| 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

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

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17 ALSO PRESENT: DANIEL J. STERMER, ESQUIRE
18 Receiver
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P R O C E E D I N G S

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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

1 later date.

2 MR. RICH: Thank you, Your Honor.

3 MR. ZUCKERBROD: Thank you.

4 THE COURT: You all have a good day.

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

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CERTIFICATE OF REPORTER

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.



Kimberly Iglewski
Court Reporter

| | | | |
|------------------------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------------------------|
| 0 | 7 | allegations 5:9 6:10,10 9:22 | believe 3:12 4:23 |
| 008718 1:3 | 757-3300 2:12 | alleged 7:23 | bell 6:11 |
| 1 | 8 | amount 5:8,10 7:10 | berger 2:14 3:7 |
| 1 11:7 | 8th 11:10 | amounts 4:13 | bergersinger... 2:16 |
| 10 11:8 | 9 | appearances 2:1 2:2 | best 11:9 |
| 1500 2:14 | 954 2:15 | appearing 8:16 | blvd 2:14 |
| 2 | 9:11 10:5 | appropriate 5:18 | boca 2:4,8 |
| 201 2:14 | a | appropriateness 9:15 | bradley 1:18 |
| 2024 1:20 11:10 | a.m. 1:20 10:5 | approval 7:17 | breach 7:8 8:1 9:6 |
| 2255 2:7 | ability 8:6 11:9 | approve 4:17,18 6:16 7:25 8:3,8 9:20 | breached 4:24 5:1,19 6:19,23 8:19 9:20,23 |
| 3 | able 5:18 | approving 4:4 9:16 | breaches 7:1,23 8:23 |
| 305 2:12 | above 1:18 | arguments 9:13 | brian 2:16 3:7 |
| 30th 1:20 | absolutely 4:22 | asked 8:23,24 | brich 2:16 |
| 32163 11:15 | absurd 5:11 | attached 7:14 8:4 | briefly 8:23 |
| 322-2979 2:8 | accommodate 3:17 | august 11:10 | c |
| 33021 2:11 | actions 3:21 | authorized 11:6 | c 3:2 |
| 33301 2:15 | addition 5:25 | b | ca 1:3 |
| 33431 2:8 | advised 8:25 | b 1:10 | called 7:9 |
| 33432 2:4 | advisers 3:22 | based 4:11 | cancel 8:19 |
| 3860 2:11 | agreed 7:16 | basis 5:23,24 6:3,5 | case 1:3 5:19 |
| 4 | agreeing 6:3 | beach 1:2 | cause 1:17 |
| 40 2:4 | agreement 4:12 4:15,24 5:2,6,14 5:16,20 6:20,23 7:8,8,11,12,17 7:19,22 8:2,3,4 8:7,8 9:1,16,19 9:23 | beginning 1:19 | certain 3:22 5:23 |
| 400 2:4,7 | agreements 3:24 4:3,7 7:14 | behalf 3:7,11 8:16 | certificate 11:1 |
| 5 | al 1:10,13 | | certify 11:5 |
| 50-2021 1:3 | alan 2:10,13 | | charles 1:12 |
| 525-9900 2:15 | | | circuit 1:1,1 |
| 544-8144 2:5 | | | claim 6:1 |
| 561 2:5,8 | | | |
| 5th 2:4 | | | |
| 6 | | | |
| 6725629 1:25 | | | |

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| clawback 3:21 clear 4:25 5:20 clearing 7:5 codefendant 3:12 complied 8:7 concerns 7:22 concluded 10:5 confidential 5:22,24 6:3,5,15 confidentiality 5:3 6:16,19,23 confirmation 7:20 confirming 7:21 consecutive 3:17 contact 8:24 continued 8:20 cooperate 7:16 copies 4:1 correct 11:8 counsel 5:5 7:20 8:17,24 9:5 county 1:2 11:11 court 1:1,19 3:4 3:13 4:1,17,18 4:22 5:14 6:6 7:3,24 8:8,9,14 9:7,10,12 10:4 11:4,17 court's 9:14 current 4:11 | d d 1:10 3:2 daniel 2:17 3:8 date 7:15 8:5 9:2 10:1 dated 11:10 day 1:20 3:16 10:4 11:10 days 3:18 death 6:11 defendant 2:3,7 2:10 3:11 defendants 1:11 1:14 detailed 4:10 determining 9:15,18 different 9:17 disclosed 5:4 disclosures 4:10 disputes 7:7 document 5:21 5:21 documents 5:1 donoff 4:14 5:2 6:9,21 7:12,16 8:16 due 7:10 | enforce 8:1 entered 4:4,12 9:24 entire 7:12 entities 3:22 eric 1:12 esquire 2:6,9,13 2:16,17 estate 1:12 et 1:10,13 everybody 9:7 excuse 9:5 executed 7:16 | forth 4:13 forward 8:21,25 9:4 fraud 5:9 6:10 6:10 fully 4:15 |
| | | | |
| | e e 2:7,14 3:2,2 effective 7:15 8:5 9:2 either 9:23 email 7:20 | f face 4:25 5:20 fact 4:25 5:13 5:21 7:11 fail 8:2 fifteenth 1:1 file 8:1,3 filed 3:23,25 4:14 5:6,13 7:12 filing 5:15 6:4 7:9,21 financial 1:6 3:5 4:10,11 6:1,11 first 4:8 five 5:17 florida 1:2,6 2:4 2:8,11,15 3:4 11:5,11 follows 2:1 foregoing 11:6 fort 2:15 | g g 2:16 3:2 gaze 9:14 glades 2:7 gmlaw.com 2:9 go 8:20,25 9:4 going 9:10 good 3:6,10,13 10:4 granted 4:19 9:21 greenspoon 2:7 |
| | | | h happen 6:22 happy 3:16 harper 1:18 hear 8:12,13 heard 4:21 5:5 8:11 9:8,13 hearing 1:17 8:19 9:25 10:5 hewling 4:8 6:22,24 hollywood 2:11 holtz 1:10,13 3:5 honor 3:6,10 4:3,20,23 5:25 |

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6:11 7:7 9:4 10:2 honorable 1:18 hour 1:19 | laugh 7:2 law 2:10 7:2 likewise 8:2 limited 9:15 line 3:9 litigation 8:24 livelihood 6:8 llp 2:7,14 looking 6:24,25 | n | party 9:23 pay 8:2 payment 4:16 7:10 people 6:8 phonetic 4:9 place 5:18 plaintiff 1:8 4:24 pleading 5:23 point 9:14 post 7:19 present 2:17 pretty 4:25 previously 4:3 procedures 3:23 proceed 3:18 proceedings 1:8 11:7,8 prove 6:18 provided 3:25 4:10 provides 4:16 provision 5:3 6:19 pursuant 3:23 putting 6:5 |
| i | m | n 3:2 name 8:14,15 national 1:9 note 3:15 notify 8:18 | q |
| iglewski 11:4,16 imagine 5:13 improper 6:2,13 include 5:25 included 6:12 industry 6:9 information 6:2 6:15 informed 9:6 inquiry 9:14,18 insurance 1:9 intended 8:25 issues 9:25 | m 2:9 ma'am 8:14 maintain 6:3 maintained 5:22 5:24 6:5 maintaining 6:15 make 5:18 manner 9:20 marder 2:7 martin 11:11 matter 3:15 mb 1:3 mediation 4:9 7:19 minute 5:17 misappropriat... 5:9 morning 3:6,10 3:13 motion 3:24 4:18 7:15 8:1,3 9:1,20 motions 3:20 9:12 | o o 3:2 o'clock 1:20 objection 4:7 obligations 6:14 occasions 8:20 occurred 4:4 office 1:6 3:4 offices 2:10 okay 8:13 olas 2:14 opportunity 6:18 9:7 orders 4:2,4 orth 2:10,13 orthlawoffice.... 2:12 outrageous 5:11 | r |
| j | | p | r 3:2 raise 9:25 |
| j 2:17 job 1:25 9:11 judge 1:18 3:19 3:20,23 7:5,24 8:5,22 judicial 1:1 | | p 3:2 p.a. 2:3,10 pages 11:7 palm 1:2 pardon 9:6 participated 4:9 parties 9:17,19 9:24 | |
| k | | | |
| kimberly 11:4 11:16 know 8:20 | | | |
| l | | | |
| large 11:5 las 2:14 lauderdale 2:15 | | | |

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| raton 2:4,8 reached 9:17,19 reason 5:15 9:4 received 4:6 receiver 2:14,18 3:8 5:19 7:7 receivership 3:22 record 11:8 redacted 3:24 4:15,15 5:6,7,8 5:16 7:11,13,21 reflects 6:1 regulation 1:7 3:5 relates 9:22 relief 1:14 remotely 1:19 replied 9:10 report 11:6 reporter 11:1,4 11:17 represent 6:22 request 6:16 rescind 6:20 7:19 8:6 respect 4:2,8,11 4:14 6:8,15,20 6:24 7:11,23 respond 7:4 8:22 result 7:1 reviewed 9:12 rich 2:16 3:6,7 3:19 7:5 8:16,18 | 8:22 10:2 right 3:13 4:18 7:3 8:9 road 2:7 rose 2:9 3:12 8:15 rose.schindler 2:9 rule 9:11 s s 3:2 sanctions 7:1 satisfies 7:22 says 5:21,23 schindler 2:9 3:12 8:13,15,15 scott 2:10,12,13 se 2:4 second 7:18 see 8:12 seeking 5:11 seeman 1:10 3:5 senior 1:9 serious 6:7 set 3:15 4:13 9:25 settlement 3:24 4:3,7,12,19,24 5:2,4,6,8,14,16 5:19 6:20,25 7:9 7:10,14,17,25 8:3,4,18 9:1,16 9:21,23 settlements 3:21 4:5,17 | several 8:19 sheridan 2:11 sides 8:10 signature 11:15 signed 8:6 9:2 singerman 2:14 3:7 sir 7:2 situation 4:11 somebody 8:12 sorry 4:20 9:9 specific 5:3 spell 6:14 state 1:2,6 3:4 11:5 stermer 2:17 3:8 3:8 street 2:4,11 suggest 7:24 suite 2:4,7,11,14 sure 9:3 t talking 8:12 tell 5:5 term 6:17 terms 5:4,22,24 7:9 8:7 thank 3:19 8:9 10:2,3 things 6:4 think 5:17 7:25 throat 7:6 time 5:18 7:18 today 3:20 4:6 | todd 2:3,6 3:11 told 9:5 transcript 1:8 11:7 transgressions 6:7 tried 7:18 true 11:8 two 3:20,21 4:4 tz 2:5 tzbrokerlaw.c... 2:5 u umc 5:17 under 7:10 unquote 5:15 unredacted 3:25 3:25 5:13 upload 4:2 v versus 3:5 violated 5:12 6:17 vs 1:8 w want 3:15 way 5:12 we've 4:6 wholly 6:12 wish 8:11 withdraw 6:25 world 6:11 written 4:6 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| x | |
|-------------------|------------------|
| xxxx | 1:3 |
| z | |
| zoom | 1:19 2:2 |
| zuckerbrod | 2:3 |
| | 2:6 3:10,11 4:20 |
| | 4:23 8:17 9:3,9 |
| | 10:3 |