

**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.

**JOINT MOTION TO ENTER JUDGMENT OF PERMANENT INJUNCTION AND
OTHER RELIEF AS TO DEFENDANT MARSHAL SEEMAN**

Plaintiff, the State of Florida, Office of Financial Regulation (“**OFR**”), and Daniel J. Stermer as Court-appointed Receiver (“**Receiver**”), each having agreed to the terms of a settlement agreement with Defendant Marshal Seeman (“**Seeman**”), entitled Consent of Defendant Marshal Seeman to Judgment of Permanent Injunction and Other Relief (“**Consent**”), attached hereto as **Exhibit I**, moves for entry of a proposed Judgment of Permanent Injunction and Other Relief as to Defendant Marshal Seeman (“**Judgment**”), attached hereto as **Exhibit II**. In support of this Joint Motion, the OFR and the Receiver maintain:

1. The OFR is authorized by section 517.191, Florida Statutes, to bring its action against Seeman and to reach a resolution of its action under the conditions set forth in the Consent, and requests entry of the Judgment.

2. Daniel J. Stermer as Receiver is authorized by this Court to act on behalf of the Receivership Estate subject to Court supervision and approval. The Receiver, in the exercise of his professional business judgment and after a detailed analysis of the facts and circumstances, believes that the Consent and Judgment represents a fair and reasonable compromise of the disputes between the Receiver, on behalf of the Receivership Estate, and Seeman, and will benefit the creditors of this Receivership, and therefore requests entry of the Judgment.

WHEREFORE, the OFR and Daniel J. Stermer as Receiver respectfully request (i) approving the terms of the Consent, (ii) granting the Joint Motion, (iii) entering the proposed Judgment, and (iv) granting such other and additional relief as the Court deems just and proper.

Dated: August 26, 2025

STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION
OFFICE OF GENERAL COUNSEL
Counsel for Plaintiff OFR
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Dated: August 26, 2025

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CERTIFICATE OF SERVICE

I hereby certify that on August 26, 2025, the foregoing was filed using the 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 electronically upon Marshal Seeman by electronic mail.

By: /s/ A. Gregory Melchior

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Exhibit I

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STATE OF FLORIDA,
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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.

**CONSENT OF DEFENDANT MARSHAL SEEMAN TO
JUDGMENT OF PERMANENT INJUNCTION AND OTHER RELIEF**

1. In July 2021, Plaintiff 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 (“Complaint”) in this action, alleging violations of sections 517.07, 517.12(1) and (4), 517.301(1)(a)1., 2. and 3., and 517.310(1)(c), Florida Statutes, against Defendant Marshal Seeman (“Seeman”), two other individual defendants, and more than thirty corporate entity defendants and relief defendants. In May 2023, the Court appointed Daniel J. Stermer as Receiver (“Receiver”) over thirty-four corporate entity defendants and other entities (collectively referred to as the “Receivership Entities”). Prior to this appointment, Stermer had served as Corporate Monitor for certain of the corporate entity defendants by appointment of the Court. In May 2024, the Receivership Entities consented to injunctive and other relief, which was adopted in a Consent Judgment by the Court on May 29, 2024. Subject to Court approval, Seeman enters this Consent to Judgment of Permanent Injunction and Other Relief (“Consent”) to resolve: 1) the OFR’s claims against Seeman; and 2) possible claims against Seeman held by the Receiver on behalf of the Receivership Estate, which claims are currently held in abeyance and subject to a tolling agreement, which is further addressed below. Seeman acknowledges having been served with a

Summons and the Complaint in this proceeding, acknowledges his filing through counsel¹ of his Answer to the Complaint, and admits this Court's jurisdiction over him and over the Defendant entities owned or controlled by Seeman as identified in the Complaint, and over the subject matter of this action by this Consent.

2. Without admitting or denying the allegations of the Complaint except as to personal and subject matter jurisdiction, which Seeman admits, Seeman hereby consents to entry of the Judgment of Permanent Injunction and Other Relief ("**Judgment**") in the form attached hereto and incorporated by reference herein.

3. Seeman acknowledges and agrees that he has read this Consent, freely enters it, and fully understands the rights, obligations, terms, duties, and responsibilities with respect to its contents and the incorporated Judgment as if said Judgment was stated in full herein.

4. Seeman acknowledges and agrees that he has had the opportunity to obtain the advice and counsel of an independent attorney of his choosing to assist in the negotiation and preparation of this Consent. Seeman has read this Consent, is aware of its terms and conditions, has voluntarily executed it, and acknowledges that to the extent he has waived any rights or defenses by entry into this Consent, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

5. Seeman acknowledges and agrees that he is entering into this Consent Agreement voluntarily and represents that no threats, offers, promises, or inducements of any kind have been

¹ The Answer and Affirmative Defenses filed on behalf of Marshal Seeman was filed by Scott A. Orth, Esq. who is former counsel to Seeman. The Court entered its Order Granting Orth's Motion to Withdraw as Counsel & Direction to Clerk to Update File with New Contact Information on May 9, 2025. No new Counsel has appeared for Marshal Seeman in this matter, although Seeman has engaged Counsel Carl F. Schoeppel, Esq. to review the terms of this Consent as to form, as further indicated on the signature page of this Consent.

made by the OFR or any employee, agent, or representative of the OFR to induce Seeman to enter into this Consent.

6. Seeman acknowledges and agrees this Consent resolves only the claims asserted against Seeman in this civil action. Seeman acknowledges that no promise or representation has been made by the OFR or any employee, agent, or representative of the Office with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Seeman further acknowledges that there were or may have existed parallel criminal investigations, the results of which could have impacted the amount of monetary remedies and relief ordered in this action, as criminal penalties may also include restitution, civil penalties or disgorgement as sought in this civil action. Seeman knowingly and voluntarily waives any potential claim(s) of double jeopardy based upon the settlement of this action, including the imposition of any remedy, relief, or civil penalty herein. Seeman further acknowledges and agrees that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards and other regulatory organizations.

7. Seeman, OFR, and the Receiver each acknowledge and agree that this Consent resolves any potential claim(s) that the Receiver and/or the Receivership Estate may have solely against Seeman for action or inaction individually and/or for any potential claim(s) against Seeman for action or inaction by, through or involving certain other third parties, including, but not limited to, Seeman's spouse. These potential claims by this Consent are resolved solely as to Seeman and are agreed as subsumed within the Judgment to be submitted to the Court. The Judgment shall also contain a provision that provides that that no separate and independent claim(s) by the Receiver or the Receivership Estate shall be brought against Seeman, understanding that the Receiver previously

delivered a Demand Letter to Seeman seeking recovery of certain amount(s) that the Receiver determined, after due investigations, were due and owing to the Receivership Estate.²

8. Seeman knowingly and voluntarily consents to the Court's imposition of the Judgment for violations of sections 517.07, 517.12(1) and (4), 517.301(1)(a)1., 2. and 3., and 517.301(1)(c), Florida Statutes.

9. Seeman knowingly and voluntarily consents to a permanent injunction and bar, as authorized by sections 517.191(1) and (10), Florida Statutes, from continuing the following practices and violations alleged in the Complaint, or engaging therein, or doing any act or practice in furtherance thereof or in violation of chapter 517, Florida Statutes:

a. engaging in the offer or sale of any "security" either registered or exempt from registration, including any federal covered security or security offered or sold in an exempt transaction, from offices in Florida or to persons residing in Florida; however, Seeman is not prohibited from the purchase, liquidation or transfer of any security that is held by a federal or state registered securities dealer for Seeman's own individual account or jointly held account, when such purchase, liquidation or transfer is conducted by a registered securities dealer or pursuant to this Judgment;

b. engaging in the continued offer or sale of any "security" issued by or associated with the Defendant entities, the Relief Defendant entities or any other issuer in violation of the registration provisions of sections 517.07 and 517.12(1) and (4), Florida Statutes;

² Seeman acknowledges and agrees that he entered into the Tolling and Forbearance Agreement with the Receiver, the former Corporate Monitor and the Receivership Entities, then known as the Consenting Corporate Defendants, dated April 25, 2023, and that the Tolling and Forbearance Agreement remain in place and effective as of this date.

c. violating, directly or indirectly, sections 517.301(1)(a)2. and 3., Florida Statutes, in connection with the rendering of any investment advice or in connection with the offer, sale, or purchase of any investment or security, including any security exempted under the provisions of section 517.051, Florida Statutes, and including any security sold in a transaction exempted under the provisions of section 517.061, Florida Statutes, by:

- i. employing any device, scheme, or artifice to defraud;
- ii. obtaining money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
- iii. engaging in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon a person;

by directly or indirectly, (i) creating a false appearance or otherwise deceiving any person, or (ii) disseminating false or misleading documents, materials, or information or making, either orally or in writing, any false or misleading statement in any communication with any investor or prospective investor, about:

- (a) the financial position of the Defendant entities and the Relief Defendant entities or any other issuer;
- (b) any investment in or offering of securities;
- (c) the prospects for success of any business, product, or company;
- (d) any returns on investment;
- (e) the use of investor funds or investment proceeds;

(f) the misappropriation or misuse of investor funds or investment proceeds; or

(g) the nature of compensation paid or intended to be paid to sales agents in connection with any investment or securities offering.

d. violating section 517.301(1)(c), Florida Statutes, in any matter within the jurisdiction of the OFR, by knowingly and willfully falsifying, concealing, or covering up, by any trick, scheme, or device, a material fact, or by making any false, fictitious, or fraudulent statement or representation, or by making or use any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any statement, representation, writing or document submitted to the OFR for any purpose including, but not limited to, any statement, representation, writing or document required by this Judgment or in this action;

e. acting as an affiliate as defined by section 517.021(2), Florida Statutes, of any dealer or issuer offering or selling any security identified in subsection a. above, from offices in Florida or to persons residing in Florida;

f. providing investment advisory services from offices in Florida or to persons residing in Florida;

g. acting as an affiliate of any person who provides investment advisory services in Florida or to persons residing in Florida;

h. applying for licensure or registration in any capacity with the Office; and,

i. engaging in any activity that would require disclosure of Seeman's name, status, or function in any application for registration pursuant to sections 517.081 and 517.12, Florida Statute.

10. As provided in Florida Rule of Civil Procedure 1.610(c), Seeman acknowledges and agrees that the foregoing paragraph also shall be binding on the following who receive actual notice of this Judgment: (a) Seeman's officers, agents, servants, employees, attorneys, and family members; and (b) other persons in active concert or participation with Seeman or with anyone described in part (a) of this paragraph. Seeman acknowledges and agrees that this Consent and related Judgment will be uploaded and posted on the Receiver's website.

11. For purposes of "bad actor" disqualification under federal securities law, Seeman acknowledges and agrees that the Judgment is an order, judgment, or decree of a Court of competent jurisdiction as identified in U.S. Securities and Exchange Commission Rule 506(d)(1)(ii) of Regulation D (17 CFR § 230.506(d)(1)(ii)), and a disqualifying event.

12. Seeman acknowledges and agrees that he shall not and does not oppose the injunctive relief that was previously entered against National Senior Insurance, Inc. D/B/A Seeman Holtz, Centurion Insurance Services Group, LLC, Emerald Assets 2018, LLC, Integrity Assets 2016, LLC, Integrity Assets, LLC, Para Longevity 2014-5, LLC, Para Longevity 2015-3, LLC, Para Longevity 2015-5, LLC, Para Longevity 2016-3, LLC, Para Longevity 2016-5, LLC, Para Longevity 2018-3, LLC, Para Longevity 2018-5, LLC, Para Longevity 2019-3, LLC, Para Longevity 2019-5, LLC, Para Longevity 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 (collectively referred to as the "**Receivership Entities**") on May

31, 2024 pursuant to the *Consent Judgment As to Liability and Permanent Injunction* or that may be entered against any other Defendant or Relief Defendant in this action, whether such relief is sought by motion of the OFR or by the consent of the Receiver in this matter for entities in Receivership.

13. Seeman acknowledges and agrees to a judgment of restitution (“**Restitution Award**”) and to make restitution, as authorized by section 517.191(3), Florida Statutes, in the amount of \$100,000,000.00 (One Hundred Million Dollars) to the following: all bona fide investors or other creditors providing moneys to the entities currently subject to Receivership as identified in Orders of this Court. The identity of each bona fide investor or other creditor and amounts due shall be governed by the *Amended Agreed Order Approving the Noticing and Claims Administration Process* entered on June 29, 2022 (the “**Claims Procedure Order**”). All Restitution Award amounts to be paid by Seeman pursuant to this Consent, Restitution Award, and the Judgment incorporating this Consent shall be due and payable to the Receiver to be distributed to the investors or other creditors pursuant to the Claims Procedure Order and other orders of this Court as may be applicable. Seeman, OFR, and the Receiver acknowledge and agree that the proposed Judgment to be submitted to the Court shall contain a provision that provides that Seeman and Seeman’s spouse’s Florida residence, which is designated in public records as homestead property as of this date, is protected under Florida’s Homestead Exemption and is not subject to execution or levy by the Restitution Award and the Judgment against Seeman.

14. Seeman acknowledges and agrees that the imposition of civil penalties, as a remedy pursuant to section 517.191(4), Florida Statutes, has been waived by the OFR to assist with and not conflict with Seeman’s payment of the Restitution Award; and that remedy and the equitable remedy for the disgorgement of ill-gotten gains held by the OFR and by the Receiver have been merged, compromised, and agreed to as part of the Restitution Award.

15. Seeman acknowledges and agrees to complete under oath Florida Rule of Civil Procedure Form 1.977 (“**Fact Information Sheet**”), including all required attachments, and serve it on the OFR’s counsel and the Receiver and his counsel within 60 days from the date of the Judgment. Seeman also acknowledges and agrees to provide reasonable financial disclosure information to the OFR or the Receiver as may be requested by the OFR or the Receiver.

16. Seeman acknowledges and agrees to transfer ownership of any and all of Seeman’s shares or other forms of ownership interests in a corporate entity previously disclosed by Seeman to the OFR and the Receiver as having value, partly owned by Seeman through shares or interests, and having no affiliation with the Receivership Entities or the subject matter of the Complaint (“**Company A**”), whether such shares or interests are issued or not, owned directly, indirectly or by any family member or trust or in any third party entity that may have been created for the purpose of holding Seeman’s shares or interests in Company A, and additionally shall cause and assure the transfer of any shares or interests in Company A held by Seeman’s spouse, whether held for Seeman or held independently, to the Receiver within 30 days from the date of the Judgment, such shares, or interests to be incorporated as an asset of the Receivership. Seeman shall be given credit for the estimated fair market value of the shares or interests transferred against the above identified Restitution Award, in an amount to be determined in further proceedings before the Court, on the motion of the OFR, Receiver, or Seeman.

17. In connection with the OFR’s or the Receiver’s subsequent motion or motions in any way related to Seeman’s compliance with this Consent or the Judgment, or the enforcement of the Judgment, at any hearing held on such a motion or motions:

a. Seeman acknowledges and agrees he shall be precluded from arguing that he did not violate Florida securities laws as alleged in the Complaint;

b. Seeman acknowledges and agrees that he shall not challenge the validity of this Consent or the Judgment;

c. Seeman acknowledges and agrees that solely for the purposes of such motion, the allegations of the Complaint shall be accepted as and deemed true by the Court, understanding that Seeman denies such allegations; and,

d. Seeman acknowledges and agrees that the Court may determine the issues raised in the motion or motions on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, documentary evidence, and any claims process determinations made by the Court, each without regard to the standards for summary judgment contained in Rule 1.510 of the Florida Rules of Civil Procedure. In connection with any motion filed by the OFR or by the Receiver; the OFR, the Receiver, and Seeman may take discovery, including discovery from appropriate non-parties.

18. Seeman acknowledges and agrees in connection with neither admitting nor denying the allegations of the Complaint, that:

a. Seeman shall not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the Complaint or creating the impression that the Complaint is without factual basis;

b. Seeman shall not make or permit to be made any public statement to the effect that Seeman does not admit the allegations of the Complaint, or that this Consent contains no admission of the allegations, without Seeman also stating that he does not deny the allegations;

c. Upon the filing of this Consent, Seeman hereby withdraws any and all papers filed in this action to the extent that they deny any allegation in the Complaint, including, but

not limited to, Defendants' Motion to Dismiss and Incorporated Memorandum of Law dated January 18, 2022, and Answer, Defenses and Affirmative Defenses and Avoidances of Defendants Marshal Seeman, et al. and Demand for Jury Trial dated June 17, 2022.

19. Seeman acknowledges and agrees that he shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including, but not limited to, payment made pursuant to any insurance policy, with regard to any Restitution Award amounts that Seeman pays pursuant to the Judgment, regardless of whether such Restitution Award amounts, or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. Seeman further acknowledges and agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any Restitution Award amounts that Seeman pays pursuant to the Judgment, regardless of whether such Restitution Award amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors or distributed to investors.

20. Seeman acknowledges and agrees that solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, the allegations in the Complaint are true and admitted by Seeman, and further, any debt for Restitution Award amounts due by Seeman under this Consent and Judgment or any other judgement or order entered in connection with this action, is a debt for the violation by Seeman of the State of Florida's securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19). Seeman further acknowledges and agrees that the allegations of the Complaint contain claims of actual fraud, false pretenses, and false representations, which are true and admitted by Seeman for purposes of exceptions to discharge, and the Judgment to be entered by the Court is non-dischargeable in bankruptcy under the provisions of 11 U.S.C. §§523(a)(2), (a)(3), a(4), (a)(6) and

(a)(19), and any other applicable provision of Title 11 of the United States Code, or any other applicable federal or state law; and Seeman shall henceforth be legally estopped from asserting otherwise, including, but not limited to any argument that this Judgment fails to specify the factual basis for the non-dischargeable nature of the liability and indebtedness. To the extent necessary or appropriate, the OFR or the Receiver shall be entitled to present facts to any court sufficient to support a finding by the court of the non-dischargeability of this Judgment and indebtedness pursuant to the provisions of Section 523 of the Bankruptcy Code and any other applicable provision of Title 11 of the United States Code, and Seeman shall not to interpose any objection thereto.

21. Seeman acknowledges and agrees that he may be subject to subpoena(s) for deposition or other discovery in this matter and/or in any action(s) commenced by the OFR and /or the Receiver, and/or any other action brought on behalf of aggrieved investors/Noteholders, whether in state court or federal court, including *Millstein, et al. v. Wells Fargo Bank, N.A.*, Case No 24-cv-22142-Gayles, currently pending in the United States District Court, Southern District of Florida, Miami Division. Seeman, OFR, and the Receiver acknowledge and agree that Seeman reserves his right(s) should he receive a subpoena(s) for testimony, including for deposition or trial, including, but not limited to, his Fifth Amendment right(s) to remain silent.

22. Seeman waives and releases the OFR and the Receiver, their agents and representatives, attorneys and employees from any and all causes of action, if any, that Seeman or anyone on Seeman's behalf, including, but not limited to Seeman's spouse, may have arising from or relating to the subject matter hereof.

23. Seeman acknowledges and agrees that he shall be solely responsible for his attorneys' fees, other fees, costs, and expenses incurred up to the entry of the Judgment and shall not seek reimbursement from any source, including, but not limited to the Receivership Entities, the State of

Florida, the OFR, any other agency of the State of Florida, the Receiver, and/or any of the Receiver's professionals. For these purposes, Seeman acknowledges and agrees that Seeman is not a prevailing party in this action since the parties have reached a good faith settlement.

24. Seeman acknowledges and agrees that should any provision of this Consent or the application thereof to any person or circumstance be held invalid, such invalidity shall not affect other provisions or applications that can be given effect without the invalid provision. To this extent, Seeman acknowledges and agrees and stipulates that the provisions of this Consent are severable.

25. Seeman voluntarily waives service of the Judgment and acknowledges and agrees that entry of the Judgment by the Court and filing with the Clerk of the Court shall constitute sufficient and actual notice to Seeman of its terms and conditions.

26. Seeman voluntarily waives the right, if any, to a jury trial and to appeal from the entry of the Judgment.

27. Seeman voluntarily waives entry of findings of fact and conclusions of law.

28. Seeman acknowledges and agrees that he shall not oppose the enforcement of the Judgment on the ground, if any exists, that it fails to comply with Rule 1.610(c) of the Florida Rules of Civil Procedure, and hereby waives any objection based thereon.

29. Seeman acknowledges and agrees that this Consent shall be incorporated into the Judgment with the same force and effect as if fully set forth therein.

30. Seeman acknowledges and agrees that the OFR or the Receiver through respective counsel may file and present the Consent and the Judgment to the Court for signature and entry without further notice to Seeman.

31. Seeman acknowledges and agrees that following the issuance of the Judgment, the Court shall retain jurisdiction of this matter for the purposes of enforcement, modification, or construction of the terms of the Judgment.

32. Seeman acknowledges and agrees that this Consent and Judgment contain the entire understanding of the parties and supersedes any and all prior understandings, agreements or representations, either oral or written, between the parties hereto.

33. Seeman acknowledges that the provisions of this Consent as stated herein are contractual and not mere recitals. This Consent and related Judgment will be binding on Seeman, the OFR, the Receiver, and the Receivership Entities, and the obligations hereunder will insure to the benefit of their respective heirs, legal representatives, successors, designees and assigns.

34. Seeman acknowledges and agrees that he may not assign or delegate performance of this Consent and related Judgment, or any rights or obligations hereunder, to any party, without the express written consent of the OFR and/or the Receiver or their designee.

35. Seeman acknowledges and agrees that this Consent and related Judgment may be amended, or any provision hereof may be waived, provided that any such amendment or waiver will be in writing executed by all the Parties hereto, and only such amendments or waivers as are thus made in writing will be effective and binding upon any Party hereto. No consent or waiver expressed or implied by the OFR and/or the Receiver to or of any default by Seeman hereunder will be construed as a consent or waiver to or of any further default of the same or of any other term, condition or obligation created hereunder.

MARSHAL SEEMAN

Marshal Seeman
Marshal Seeman

July 18th 2025
Date

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, appeared Marshal Seeman, by means of physical presence or online notarization, who, upon being duly sworn, states that he has read and understands the foregoing Consent and voluntarily signed the same.

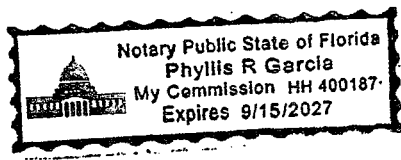
SWORN TO AND SUBSCRIBED before me this 18th day of July, 2025.

Phyllis R Garcia
NOTARY PUBLIC

My Commission expires: 09/15/2027

Personally known or produced identification.

Type of identification produced: drivers license



MARSHAL SEEMAN
Consent as Owner/Officer/Director/Member/Manager

Marshal Seeman

July 18th 2025
Date

Marshal Seeman
Individually and on behalf of the Defendant
Entities and the Non-Defendant Entities in Receivership

State of Florida
County of Palm Beach

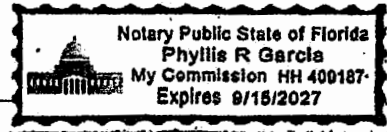
BEFORE ME, the undersigned authority, appeared Marshal Seeman, individually and on behalf of the Defendant entities and other non-Defendant entities that are now in Receivership by Orders of this Court, to the extent that Seeman possesses restricted ownership rights or restricted legal authority as an owner or part-owner, as an officer or director, or as a manager or managing member, by means of physical presence or online notarization, who, upon being duly sworn, states that he has read and understands the foregoing Consent and voluntarily signed the same.

SWORN TO AND SUBSCRIBED before me this 18th day of July, 2025.

Phyllis R Garcia
NOTARY PUBLIC

My Commission expires:

Personally known or produced identification.
Type of identification produced: DRIVERS LICENSE



Approved as to form:

Carl F. Schoepl

07/18/25

Carl F. Schoepl, Esq.
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Boca Raton, FL 33432-5942
carl@schoepllaw.com
Counsel for Defendant Marshal Seeman

Date

Exhibit II

**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.

JUDGMENT OF PERMANENT INJUNCTION AND OTHER RELIEF
AS TO DEFENDANT MARSHAL SEEMAN

The State of Florida, Office of Financial Regulation (“**OFR**”) having filed a Complaint for Temporary and Permanent Injunction, Appointment of Receiver, Restitution, Civil Penalties, and other Statutory and Equitable Relief (“**Complaint**”) in this action against Defendant Marshal Seeman (“**Seeman**”); and the Court having appointed Daniel J. Stermer as Receiver (“**Receiver**”) over thirty-four corporate entity defendants (“collectively referred to as the “**Receivership Entities**”); and Seeman having acknowledged being served with a Summons and the Complaint, having acknowledged Seeman’s filing through counsel of his Answer to the Complaint, and having acknowledged this Court’s personal jurisdiction over Seeman and over the Defendant entities owned or controlled by Seeman as identified in the Complaint, and over the subject matter of this action; and Seeman having consented to entry of this Judgment of Permanent Injunction and Other Relief as to Defendant Marshal Seeman (“**Judgment**”), without admitting or denying the allegations of the Complaint (except as to acknowledging jurisdiction); waived findings of fact and conclusions of law; and Seeman having waived any right to appeal from this Judgment; each as set forth in the Consent of Marshal Seeman to Judgment of Permanent Injunction and Other Relief as to Defendant Marshal Seeman (“**Consent**”); and the Court having reviewed the Consent, pleadings, and the Monitor’s reports in this action, and being fully advised:

IT IS hereby **ORDERED** that the Joint Motion to Approve Judgment of Permanent Injunction and Other Relief is **GRANTED**.

Accordingly, **IT IS** hereby **ORDERED, ADJUDGED, and DECREED** that:

1. Seeman has consented to a permanent injunction and bar for violations of sections 517.07, 517.12(1) and (4), 517.301(1)(a)1., 2. and 3., and 517.301(1)(c), Florida Statutes.

2. As authorized by sections 517.191(1) and (10), Florida Statutes, Seeman is permanently enjoined and barred from continuing the following practices and violations alleged in the Complaint, or engaging therein, or doing any act or practice in furtherance thereof or in violation of chapter 517, Florida Statutes:

a. engaging in the offer or sale of any "security" either registered or exempt from registration, including any federal covered security or security offered or sold in an exempt transaction, from offices in Florida or to persons residing in Florida; however, Seeman is not prohibited from the purchase, liquidation or transfer of any security that is held by a federal or state registered securities dealer for Seeman's own individual account or jointly held account, when such purchase, liquidation or transfer is conducted by a registered securities dealer or pursuant to this Judgment;

b. engaging in the continued offer or sale of any "security" issued by or associated with the Defendant entities, the Relief Defendant entities or any other issuer in violation of sections 517.07 and 517.12(1) and (4), Florida Statutes;

c. violating, directly or indirectly, sections 517.301(1)(a)1., 2. and 3., Florida Statutes, in connection with the rendering of any investment advice or in connection with the offer, sale, or purchase of any investment or security, including any security exempted under the provisions of section 517.051, Florida Statutes, and including any security sold in a transaction exempted under the provisions of section 517.061, Florida Statutes, by:

i. employing any device, scheme, or artifice to defraud;

ii. obtaining money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or

iii. engaging in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon a person;

by directly or indirectly, (i) creating a false appearance or otherwise deceiving any person, or (ii) disseminating false or misleading documents, materials, or information or making, either orally or in writing, any false or misleading statement in any communication with any investor or prospective investor, about:

(a) the financial position of the Defendant entities and the Relief Defendant entities or any other issuer;

(b) any investment in or offering of securities;

(c) the prospects for success of any business, product, or company;

(d) any returns on investment;

(e) the use of investor funds or investment proceeds;

(f) the misappropriation or misuse of investor funds or investment proceeds; or

(g) the nature of compensation paid or intended to be paid to sales agents in connection with any investment or securities offering.

d. violating section 517.301(1)(c), Florida Statutes, in any matter within the jurisdiction of the OFR, by knowingly and willfully falsifying, concealing, or covering up, by any trick, scheme, or device, a material fact, or by making any false, fictitious, or

fraudulent statement or representation, or by making or use any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any statement, representation, writing or document submitted to the OFR for any purpose including, but not limited to, any statement, representation, writing or document required by this Judgment or in this action;

e. acting as an affiliate as defined by section 517.021(2), Florida Statutes, of any dealer or issuer offering or selling any security identified in subsection a. above, from offices in Florida or to persons residing in Florida;

f. providing investment advisory services from offices in Florida or to persons residing in Florida;

g. acting as an affiliate of any person who provides investment advisory services in Florida or to persons residing in Florida;

h. applying for licensure or registration in any capacity with the Office under any of the chapters of the Florida Statutes regulated by the OFR; and,

i. engaging in any activity that would require disclosure of Seeman's name, status, or function in any application for registration pursuant to sections 517.081 and 517.12, Florida Statute.

3. As provided in Florida Rule of Civil Procedure 1.610(c), the foregoing paragraph shall be binding on the following who receive actual notice of this Judgment: (a) Seeman's officers, agents, servants, employees, attorneys, and family members; and (b) other persons in active concert or participation with Seeman or with anyone described in part (a) of this paragraph.

4. Seeman, individually and on behalf of the Receivership Entities as identified in the Consent, is found to have consented to injunctive relief that was previously entered against these entities in this proceeding by Order of this Court.

5. A judgment of restitution (“**Restitution Award**”) of \$100,000,000 (One Hundred Million Dollars) is entered against Seeman for the benefit of all bona fide investors or other creditors providing moneys to the entities currently subject to Receivership as identified in Orders of this Court. The identity of each bona fide investor or other creditor and amounts due shall be governed by the *Amended Agreed Order Approving the Noticing and Claims Administration Process* entered on June 29, 2022 (the “**Claims Procedure Order**”). All Restitution Award amounts due and payable by Seeman pursuant to this Restitution Award and this Judgment shall be due and payable to Daniel J. Stermer as Receiver, Case No.: 50-2021-CA-008718-XXXX-MB, Circuit Court for the 15th Judicial Circuit for Palm Beach County, Florida, Civil Division. The Receiver’s address pursuant to section 55.10(1), Florida Statutes, is the following: Daniel J. Stermer as Receiver, Development Specialists, Inc., 500 E. Broward Boulevard, Suite 1700, Fort Lauderdale, Florida 33394; dsterner@DSIConsulting.com. All amounts collected shall be distributed to the investors or other creditors pursuant to the Claims Procedure Order and other orders of this Court as may be applicable. The OFR and/or the Receiver may move to enforce this Restitution Award and the other terms of this Judgment, provided however that Seeman and Seeman’s spouse’s Florida residence, which is designated as homestead property as of this date, is protected under Florida’s Homestead Exemption, and is not subject to execution or levy by this Restitution Award and this Judgment against Seeman.

6. Claims for civil penalties, pursuant to section 517.191(4), Florida Statutes, by the OFR, and causes of action for the disgorgement of ill-gotten gains by the OFR or by the Receiver are

merged, compromised, and agreed to as part of this Restitution Award, and no separate and independent claim(s) by the Receiver or the Receivership Estate shall be brought against Seeman.

7. Seeman shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the OFR's counsel and the Receiver and his counsel within 60 days from the date of the Judgment. Seeman shall provide additional financial disclosure information to the OFR or the Receiver as may be reasonably requested by the OFR or the Receiver.

8. Seeman shall transfer ownership of any and all of Seeman's shares or other forms of ownership interests in the entity previously disclosed by Seeman to the OFR and the Receiver as a corporate entity having value, partly owned by Seeman through shares or interests, and having no affiliation with the Receivership Entities or the subject matter of the Complaint ("**Company A**"), whether such shares or interests are issued or not, owned directly, indirectly or by any family member or trust or in any third party entity that may have been created for the purpose of holding Seeman's shares or interests in Company A, and additionally shall cause and assure the transfer of any shares or interests in Company A held by Seeman's spouse, whether held for Seeman or held independently, to the Receiver within 30 days from the date of this Judgment, such shares, or interests to be incorporated as an asset of the Receivership. Seeman shall be given credit for the estimated fair market value of the shares or interests transferred against the above identified Restitution Award, in an amount to be determined in further proceedings before this Court, on the motion of the OFR, the Receiver, or Seeman.

9. In connection with the OFR's or the Receiver's subsequent motion or motions in any way related to Seeman's compliance with the Consent or this Judgment, or the enforcement of this Judgment, at any hearing held on such a motion or motions:

a. Seeman shall be precluded from arguing that he did not violate Florida securities laws as alleged in the Complaint;

b. Seeman shall not challenge the validity of the Consent or the Judgment;

c. Solely for the purposes of such motion, the allegations of the Complaint shall be accepted as and deemed true by the Court, understanding that Seeman denies such allegations; and,

d. This Court may determine the issues raised in the motion or motions on the basis of affidavits, declarations, excerpts of sworn deposition or investigative testimony, documentary evidence, and any claims process determinations made by the Court, each without regard to the standards for summary judgment contained in Rule 1.510 of the Florida Rules of Civil Procedure. In connection with any motion filed by the OFR or by the Receiver; the OFR, the Receiver, and Seeman may take discovery, including discovery from appropriate non-parties.

10. In connection with Seeman neither admitting nor denying the allegations of this Complaint:

a. Seeman shall not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the Complaint or creating the impression that the Complaint is without factual basis;

b. Seeman shall not make or permit to be made any public statement to the effect that Seeman does not admit the allegations of the Complaint, or that this Consent contains no admission of the allegations, without Seeman also stating that he does not deny the allegations;

c. Upon the filing of the Consent, Seeman is found to have withdrawn any papers filed in this action to the extent that they deny any allegation in the Complaint, contest jurisdiction or assert any defense or affirmative defense to any allegation in the Complaint.

11. Seeman shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including, but not limited to, payment made pursuant to any insurance policy, with regard to any Restitution Award amounts that Seeman pays pursuant to this Judgment, regardless of whether such Restitution Award amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. Seeman shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any Restitution Award amounts that Seeman pays pursuant to this Judgment, regardless of whether such Restitution Award amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors or distributed to investors.

12. Solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, it is found that the allegations in the Complaint are true and admitted by Seeman, and further, any debt for Restitution Award amounts due by Seeman under this Consent and Judgment or any other judgement or order entered in connection with this action, is a debt for Seeman's violation of the State of Florida's securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19). It is also found that the allegations of the Complaint contain claims of actual fraud, false pretenses, and false representations, which are true and admitted by Seeman for purposes of exceptions to discharge, and this Judgment is deemed non-dischargeable in bankruptcy, as agreed by Seeman, under the provisions of 11 U.S.C. §§523(a)(2), (a)(3), a(4), (a)(6) and (a)(19), and any other applicable provision of Title 11 of the United States Code, or any other applicable federal or state

law; and Seeman shall henceforth be legally estopped from asserting otherwise, including, but not limited to any argument that this Judgment fails to specify the factual based for the non-dischargeable nature of the liability and indebtedness. To the extent necessary or appropriate, the OFR or the Receiver shall be entitled to present facts to any court sufficient to support a finding by the court of the non-dischargeability of this Judgment and indebtedness pursuant to the provisions of Section 523 of the Bankruptcy Code and any other applicable provision of Title 11 of the United States Code, and Seeman shall not to interpose any objection thereto.

13. Seeman shall be subject to subpoena(s) for deposition or other discovery in this matter and/or in any action(s) commenced by the OFR and /or the Receiver, and/or any other action brought on behalf of aggrieved investors/Noteholders, whether in state court or federal court, including *Millstein, et al. v. Wells Fargo Bank, N.A.*, Case No 24-cv-22142-Gayles, currently pending in the United States District Court, Southern District of Florida, Miami Division. Should Seeman receive a subpoena(s) for testimony, including for deposition or trial, this Judgment does not restrict Seeman's right(s) to defend against the subpoena, including, but not limited to, Seeman's assertion of Fifth Amendment right(s) to remain silent.

14. It is found that Seeman has waived and released the OFR and the Receiver, and their agents and representatives, attorneys, and employees from any and all causes of action, if any, that Seeman or anyone on Seeman's behalf, including, but not limited to Seeman's spouse, may have arising from or relating to the subject matter hereof.

15. Seeman shall be solely responsible for his attorneys' fees, other fees, costs, and expenses incurred up to the entry of this Judgment and will not seek reimbursement from any source, including, but not limited to, the Receivership Entities, the State of Florida, the OFR, any other agency of the State of Florida, the Receiver, and/or any of the Receiver's professionals. For these

purposes, Seeman is found to not be a prevailing party in this action since the parties have reached a good faith settlement.

16. Should any provision of the Consent or the application thereof to any person or circumstance be held invalid, such invalidity shall not affect other provisions or applications that can be given effect without the invalid provision. To this extent, the provisions of this Consent are severable.

17. Seeman having voluntarily waived service of this Judgment, this Court finds and agrees that entry of the Judgment by this Court and filing with the Clerk of the Court shall constitute sufficient and actual notice to Seeman of its terms and conditions.

18. This Court finds that Seeman has waived the right, if any, to a jury trial and to appeal from the entry of this Judgment.

19. This Court finds that Seeman has waived entry of findings of fact and conclusions of law.

20. This Court finds that Seeman has agreed that he will not oppose the enforcement of the Judgment on the ground, if any exists, that it fails to comply with Rule 1.610(c) of the Florida Rules of Civil Procedure, and that Seeman has waived any objection based thereon.

21. The Consent is hereby incorporated into this Judgment with the same force and effect as if fully set forth therein.

22. This Court finds that Seeman has agreed that the OFR or the Receiver through respective counsel may present the Judgment to the Court for signature and entry without notice to Seeman.

23. This Court shall retain jurisdiction of this matter for the purposes of enforcement, modification, or construction of the terms of this Judgment.

DONE AND ORDERED in Chambers at West Palm Beach, Florida this _____ day of _____, 2025.

BRADLEY HARPER
CIRCUIT COURT JUDGE

Copies to: Defendant Marshal Seeman, Counsel of Record, and Receiver

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