

**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.

RECEIVER'S TENTH REPORT

Pursuant to Paragraph 64 of the May 12, 2023, *Order Appointing Receiver* (the “**Receivership Order**”), the Court-appointed Receiver, Daniel J. Stermer (the “**Receiver**”), hereby submits this tenth report (“**Report**” or “**Receiver’s Tenth Report**”) summarizing the efforts of the Receiver to marshal and collect assets, administer the receivership estate, and otherwise perform the duties mandated by the Receivership Order, and states:

The Receiver prepared and filed the (i) [*Receiver’s First Report*](#) (the “**Receiver’s First Report**”) on June 23, 2023; (ii) [*Receiver’s Second Report*](#) (the “**Receiver’s Second Report**”) on October 20, 2023; (iii) [*Receiver’s Third Report*](#) (the “**Receiver’s Third Report**”) on February 7, 2024; (iv) [*Receiver’s Fourth Report*](#) (the “**Receiver’s Fourth Report**”) on June 6, 2024; (v) [*Receiver’s Fifth Report*](#) on October 4, 2024; (vi) [*Receiver’s Sixth Report*](#) (the “**Receiver’s Sixth Report**”) on February 3, 2025; (vii) [*Receiver’s Seventh Report*](#) (the **Receiver’s Seventh Report**) on June 3, 2025; (viii) [*Receiver’s Eighth Report*](#) (the “**Receiver’s Eighth Report**”) on October 1, 2025; and (ix) [*Receiver’s Ninth Report*](#) (the “**Receiver’s Ninth Report**”) on January 29, 2026. The Receiver’s First Report, the Receiver’s Second Report, the Receiver’s Third Report, the Receiver’s Fourth Report, the Receiver’s Fifth Report, the Receiver’s Sixth Report, the Receiver’s Seventh Report, the Receiver’s Eighth Report, and the Receiver’s Ninth Report (collectively, the “**Receiver’s Prior Reports**”) were distributed to all Noteholders and other Parties in Interest as contained in the Receiver’s email distribution list, and the nine Reports were and remain posted

on the Receiver's website: <http://nationalseniormonitorship.com/> (the "**Receiver's Website**"). The Receiver will distribute the Receiver's Tenth Report to all Noteholders and other Parties in Interest as contained in the Receiver's email distribution list and will post it on the Receiver's website consistent with the Receiver's previous practice.

A. Fraudulent Transfer Demand Letters/Complaints

As set forth in certain of the Receiver's Prior Reports, and in connection with the Receiver's efforts to marshal the assets of the Receivership Defendants and pursue claims against individuals and entities that owe the Receivership Defendants money or received fraudulent or otherwise improper transfers from the Receivership Defendants, the Receiver issued seventeen demand letters (the "**Demand Letters**") to various individuals seeking the recovery of in excess of \$10,000,000 in fraudulent transfers. The Receiver and his counsel received responses to some of the Demand Letters and have been in discussions with representative(s) for some of those served with Demand Letters to resolve the disputes with those who received Demand Letters.

On October 25, 2023, the Receiver commenced five actions (the "**Fraudulent Transfer Actions**") in the Circuit Court in and for Palm Beach County, Florida, seeking to recover fraudulent transfers made to certain individuals by the Receivership Entities prior to the commencement of this OFR enforcement action and other causes of action. The Fraudulent Transfer Actions, and other proceedings filed by the Receiver, are subject to certain case procedures and schedule established by the *Order Establishing Procedures Governing Recovery Actions to Be commenced by the Receiver* entered in the OFR enforcement action on September 9, 2023 (the "**Procedures Order**"). Pursuant to the terms of the Procedures Order, certain guidelines were approved for the efficient administration of the Fraudulent Transfer Actions to recover fraudulent transfers and other alleged improper payments made by one or more of the Consenting Corporate Defendants (the "**Recovery Actions**"). The recoveries are intended to be utilized, *inter*

alia, to fund distributions to creditors in this case. The current status of the Fraudulent Transfer Actions commenced on October 25, 2023, is set forth below:

I. Daniel J. Stermer, Receiver v. Jason Sussman, et al., Case No. 50-2023-CA-015245-XXXAMB

On October 25, 2023, the Receiver filed a complaint against Jason Sussman (“**Sussman**”) alleging multiple counts of Fraudulent Transfer pursuant to Florida Statutes seeking the recovery of \$2,686,122.00. Pursuant to the Procedures Order, mediation between the Receiver and Jason Sussman was held and the mediator filed his report indicating that no settlement was reached.

On May 9, 2024, the Receiver filed an Amended Complaint against Jason Sussman and added eleven (11) additional Defendants to the already pending matter (the “**Sussman Recovery Action**”): Scott Genad, Daniel Cucuiat, Joseph Corozza, Anthony Lombardo, Darrin Carlomagno, Melody Wilder, Andrea Matthews, Daryl Kutner, Kim Skidmore, Joseph Paluzzi, and Peter Beck (collectively, the “**Additional Sussman Recovery Defendants**”), alleging claims of Fraudulent Transfers to each of the Defendants, in conjunction with the other counts for Aiding and Abetting Fraud, Aiding and Abetting Breach of Fiduciary Duty, and Unjust Enrichment (collectively, the “**Amended Sussman Complaint**”). The Amended Sussman Complaint can be reviewed on the Receiver’s Website.

The Amended Sussman Complaint alleges Jason Sussman sold over \$221,732,333 of unregistered Notes to innocent investors and that the Receiver is able to identify Sussman received at least \$2,857,122 in fraudulent transfers veiled in the form of payroll, commissions, bonuses, or other compensation from one or more of the Receivership Entities for his involvement with the Para Longevity Scheme (as defined in the Amended Complaint). The Amended Sussman Complaint also alleges the remaining Additional Sussman Recovery Defendants sold approximately \$90,000,000 of unregistered Notes to innocent investors and that the Additional

Sussman Recovery Defendants received at least \$3,138,997 in fraudulent transfers veiled in the form of payroll, commissions, bonuses, or other compensation from one or more of the Receivership Entities. Each of the fraudulent transfers harmed one or more of Receivership Entities.

Jason Sussman

On June 28, 2024, Jason Sussman filed *Defendant Jason Sussman's Motion to Dismiss and Motion to Strike Allegations in Amended Complaint* (the “**Sussman Motion to Dismiss**”) and the Receiver filed his *Response in Opposition to Defendant Jason Sussman's Motion to Dismiss and Motion to Strike Allegations in Amended Complaint* (the “**Receiver's Sussman Response**”) on September 6, 2024. On January 7, 2025, the Court held a hearing on the Sussman Motion to Dismiss and entered *Order Denying Defendant Sussman's Motion to Dismiss* and directing Jason Sussman to file an answer and affirmative defenses. On January 17, 2025, Jason Sussman filed *Defendant Jason Sussman's Answer and Affirmative Defenses*.

On April 17, 2025, the Receiver and Sussman entered into a *Settlement Agreement* (the “**Sussman Settlement**”) which was approved by the Court on May 15, 2025. Pursuant to the terms of the Sussman Settlement, the financial terms of the settlement between the Receiver and Sussman are confidential and will not be filed publicly. The settlement amount was paid by Sussman to the Receiver in conjunction with the sale of real property or a mortgage refinancing and closing for the real property, and was paid to the Receiver on or about September 5, 2025. On September 8, 2025, the Receiver filed a *Notice of Dismissal, With Prejudice, of All Remaining Counts of Amended Complaint, as to Defendant, Jason Sussman Only*, thereby dismissing Sussman from the Amended Sussman Complaint.

Peter Beck

On September 26, 2024, having received no answer or responsive pleading from Defendant

Peter Beck (“**Beck**”) to the Amended Sussman Complaint, the Receiver filed a motion for entry of Clerk’s office against Peter Beck and, on October 2, 2024, the Clerk entered a Clerk’s default against Peter Beck. However, on October 1, 2024, Peter Beck filed a motion to dismiss (the “**Beck Motion to Dismiss**”) the Amended Sussman Complaint, but incorrectly filed it in the instant action (the OFR Enforcement Action) instead of in the Sussman Recovery Action. On November 8, 2024, the Receiver filed a motion to strike the Beck Motion to Dismiss on the basis that a Clerk’s default had been entered, that Beck is not a party to the instant action and lacks standing to request any relief from the Court in this action, and because the Beck Motion to Dismiss was untimely. On November 14, 2024, Mr. Beck filed his Response to the Receiver’s Motion to Strike Peter Beck’s Motion to Dismiss and on November 27, 2024, Mr. Beck filed his Motion to Cancel UMC Hearing Scheduled for December 4, 2024, and For Sanctions and his Motion to Continue Special Set Hearing and Permit a UMC Hearing For The Purpose of Presenting to Court Argument for a Special Set Hearing More Than 30 Minutes. On December 2, 2024, the Receiver filed his Objection to Peter Beck’s Motion to Cancel UMC Hearing Scheduled for December 4, 2024 and for Sanctions and Motion to Continue Special Set Hearing and Permit a UMC Hearing for the Purpose of Presenting to Court Argument for a Special Set Hearing More Than 30 Minutes. On December 6, 2024, the Court entered its Order Denying as Moot Peter Beck’s Motion to Cancel UMC Hearing Scheduled for December 4, 2024 and for Sanctions as the hearing held on December 4, 2024 was solely set for a different motion, that counsel for Mr. Beck did not attend, and that the hearing held and was entirely unrelated to Mr. Beck. On December 6, 2024, Mr. Beck filed his Objection to Plaintiff’s Proposed Order to Deny Defendants Motion to Cancel UMC Hearing Scheduled for December 4, 2024, and for Sanctions For That Portion of the Motion Regarding Sanctions and his Motion for Reconsideration of the Order Denying Defendants Motion to Cancel UMC Hearing Scheduled for December 4, 2024 and for Sanctions For That Portion Of The Motion

Regarding Sanctions. On December 6, 2024, the Receiver filed his Response in Opposition to Peter Beck’s Motion for Reconsideration of the Order Denying “Defendant’s Motion to Cancel UMC Hearing Scheduled for December 4, 2024, and For Sanctions” For That Portion of the Motion Regarding Sanctions. On January 6, 2025, Mr. Beck filed his Motion to Withdraw Motion to Continue Special Set Hearing and Permit a UMC Hearing for the Purpose of Presenting To Court Argument for a Special Set Hearing More Than 30 Minutes.

On or about May 7, 2026, the Receiver and Beck entered into a *Settlement Agreement* (the “**Beck Settlement**”), thereby resolving the Receiver’s claims against Beck. The Receiver is in the process of finalizing and filing a motion to approve the Beck Settlement. Pursuant to the terms of the Beck Settlement, the financial terms of the settlement are confidential and will not be filed publicly.

Daniel Cucuiat

On August 30, 2024, Daniel Cucuiat (“**Cucuiat**”) filed a motion to dismiss (the “**Cucuiat Motion to Dismiss**”), but filed it incorrectly in the instant action (the OFR Enforcement Action) instead of in the Sussman Recovery Action. On October 11, 2024, the Receiver filed his response in opposition to the Cucuiat Motion to Dismiss on the basis that the Cucuiat Motion to Dismiss was filed in the wrong case, and that the Cucuiat Motion to Dismiss completely lacks merit. However, on January 10, 2025, Cucuiat filed a motion to permit the scheduling of a special set hearing for more than 30 minutes. The hearing on that motion was held before the Court on January 28, 2025 and counsel for Mr. Cucuiat made his argument to the Court regarding the Motion and the Court, later on January 28, 2025, entered its *Order Denying Motion for Special Set Hearing Exceeding 30 Minutes*. On January 31, 2025, Cucuiat filed a Stipulated Motion to Adjourn Special Set Hearing, requesting that the Court continue the hearing on the Cucuiat Motion to Dismiss. On February 2, 2025, the Receiver filed a response to the Stipulated Motion to Adjourn Special Set

Hearing, in order to address misstatements made in the Stipulated Motion to Adjourn Special Set Hearing. On February 6, 2025, the Court entered an order denying the Cucuiat Motion to Dismiss and directed that an answer and affirmative defenses was to be filed within ten days. The matter remains pending against Mr. Cucuiat at this time.

Melody Wilder

On or about April 10, 2025, the Receiver and Melody Wilder (“**Wilder**”) entered into a *Settlement Agreement* (the “**Wilder Settlement**”) following receipt and review by the Receiver of various financial documents, tax returns, and a sworn individual financial statement provided to the Receiver by Wilder. Pursuant to the Wilder Settlement, Wilder agreed to fully cooperate with the Receiver and his counsel in any investigation and/or litigation involving claims to be brought and/or brought by the Receiver. By order dated May 15, 2025, the Court approved the Wilder Settlement. On June 30, 2025, the Court entered an *Order of Dismissal*, thereby dismissing Wilder, without prejudice, from the Sussman Recovery Action, and retaining jurisdiction to enter any orders the Court deems appropriate to enforce the Wilder Settlement.

Darrin Carlomagno

On December 5, 2024, the Receiver filed a motion seeking to approve a Settlement Agreement entered into between the Receiver and Darrin Carlomagno (the “**Carlomagno Settlement**”). Pursuant to the terms of the Carlomagno Settlement, the financial terms of the settlement between the Receiver and Carlomagno are confidential and will not be filed publicly. The hearing to consider the Carlomagno Settlement was held before the Court on January 29, 2025, at 8:45 a.m. The Court entered its *Order Granting Plaintiff/Receiver’s Motion to Approve Settlement Agreement* on January 30, 2025. On June 30, 2025, the Court entered an *Order of Dismissal* thereby dismissing Carlomagno, without prejudice, from the Sussman Recovery Action, and retaining jurisdiction to enter any orders the Court deems appropriate to enforce the

Carlomagno Settlement.

Joseph Corozza

On June 2, 2024, Joseph Corozza, pro se, filed his Answer to the Amended Sussman Complaint. The Receiver will continue to pursue his claims against Mr. Corozza.

Anthony Lombardo

Mr. Anthony Lombardo (“**Lombardo**”) failed to file a response to the Amended Sussman Complaint. On May 21, 2025, the Receiver filed a motion seeking entry of a Clerk’s default against Lombardo for his failure to file a response to the Amended Summons Complaint. The Clerk entered a default against Lombardo. Subsequent to the entry of the default by the Clerk against Lombardo, Lombardo contacted the Receiver and his professionals regarding a potential settlement. On or about October 21, 2025, the Receiver and Lombardo entered into a *Settlement Agreement* (the “**Lombardo Settlement**”) following receipt and review by the Receiver of various financial documents, and a sworn individual financial statement provided to the Receiver by Lombardo. Pursuant to the Lombardo Settlement, Lombardo agreed to fully cooperate with the Receiver and his counsel in any investigation and/or litigation involving claims to be brought and/or brought by the Receiver. By order dated November 19, 2025, the Court approved the Lombardo Settlement. On December 16, 2025, the Court entered an *Order of Dismissal Without Prejudice as to Defendant Anthony Lombardo* thereby dismissing Lombardo without prejudice from the Sussman Recovery Action, and retaining jurisdiction to enter any orders the Court deems appropriate to enforce the Lombardo Settlement.

Joseph Paluzzi

On May 19, 2025, the Receiver filed a motion seeking to approve a Settlement Agreement entered into between the Receiver and Joseph Paluzzi (the “**Paluzzi Settlement**”). Pursuant to the terms of the Paluzzi Settlement, the financial terms of the settlement between the Receiver and

Paluzzi are confidential and will not be filed publicly. On June 4, 2025, the Court entered an *Order Granting Plaintiff/Receiver, Daniel J. Stermer's Motion to Approve Settlement*, thereby approving the settlement between the Receiver and Joseph Paluzzi. On June 30, 2025, the Court entered an *Order of Dismissal* thereby dismissing Joseph Paluzzi, without prejudice, from the Sussman Recovery Action, and retaining jurisdiction to enter any orders the Court deems appropriate to enforce the Paluzzi Settlement.

Scott Genad, Andrea Matthews, Daryl Kutner, and Kim Skidmore

On January 22, 2025, the Receiver filed his Motion for Order Permitting Service of Process By Publication Upon Non-Served Defendants based upon his inability to serve Scott Genad (“**Genad**”), Andrea Matthews (“**Matthews**”), Daryl Kutner (“**Kutner**”) and Kim Skidmore (“**Skidmore**”) these individuals despite diligent efforts. On January 30, 2025, the Court entered the *Order Granting Plaintiff's Motion for Order Permitting Service of Process by Publication Upon Non-Served Defendants*. On February 13, 2025, the Clerk of the Court issued a *Notice of Action Constructive Service by Publication* (the “**Notice of Action**”) which directed Genad, Matthews, Kutner, and Skidmore to respond to the Amended Sussman Complaint within sixty days from the first publication of the Notice of Action. As set forth in the Notice of Action, April 14, 2025, was the deadline for Genad, Matthews, Kutner and Skidmore to respond to the Amended Sussman Complaint. The Notice of Action was published in *The Palm Beach Post* in the issues of February 18, 2025, February 25, 2025, March 4, 2025, and March 11, 2025.

A. Scott Genad

Having failed to respond to the Amended Sussman Complaint by the April 14, 2025, deadline, on April 28, 2025, a Clerk's Default was entered against Genad for his failure to file any paper as required by law in response to the Amended Sussman Complaint. On May 16, 2025, the Receiver filed *Plaintiff's Motion for Entry of Final Default Judgment Against Defendant Scott*

Genad (the “**Genad Default Motion**”), seeking entry of a final default judgment against Genad in the amount of \$336,839.00. Following the setting of a hearing on the Genad Default Motion, Genad contacted the Receiver in an effort to resolve this matter. Genad provided certain financial disclosures to the Receiver and, following a review and analysis of those disclosures, on August 21, 2025, the Receiver and Genad entered into a *Settlement Agreement* (the “**Genad Settlement**”). On August 21, 2025, the Receiver filed *Plaintiff/Receiver, Daniel J. Stermer’s Motion to Approve Settlement Agreement* seeking approval of the Genad Settlement. Pursuant to the terms of the Genad Settlement, the financial terms of the settlement between the Receiver and Genad are confidential and were not filed publicly. On October 16, 2025, the Court entered an Order approving the Genad Settlement. On November 10, 2025, the Court entered an *Order of Dismissal Without Prejudice as to Defendant Scott Genad*, thereby dismissing Genad, without prejudice from the Sussman Recovery Action, and retaining jurisdiction to enter any orders the Court deems appropriate and to enforce the Genad Settlement.

B. Andrea Matthews

On April 28, 2025, a Clerk’s Default was entered against Matthews for her failure to file any paper as required by law in response to the Amended Sussman Complaint. On May 16, 2025, the Receiver filed *Plaintiff’s Motion for Entry of Final Default Judgment Against Andrea Matthews* (the “**Matthews Default Motion**”), seeking entry of a final default judgment against Matthews in the amount of \$248,809.00. A hearing to consider the Matthews Default Motion was scheduled for June 10, 2025, at 8:45 a.m., however, the Receiver canceled the hearing to consider the Matthews Default Motion at the request of counsel for Matthews.

On or about July 11, 2025, the Receiver and Matthews entered into a *Settlement Agreement* (the “**Matthews Settlement**”) following receipt and review by the Receiver of various financial documents, tax returns, and a sworn individual financial statement provided to the Receiver by

Matthews. Pursuant to the Matthews Settlement, Matthews agreed to fully cooperate with the Receiver and his counsel in any investigation and/or litigation involving claims to be brought and/or brought by the Receiver. By order dated August 19, 2025, the Court approved the Matthews Settlement. On November 10, 2025, the Court entered an *Order of Dismissal Without Prejudice as to Defendant Andrea Matthews* thereby dismissing Andrea Matthews, without prejudice, from the Sussman Recovery Action, and retaining jurisdiction to enter any orders the Court deems appropriate and to enforce the Matthews Settlement.

C. Daryl Kutner

Following the publication of the Notice of Action as set forth above, the Receiver was contacted by Kutner. On or about May 8, 2025, the Receiver and Kutner entered into a *Settlement Agreement* (the “**Kutner Settlement**”) following receipt and review by the Receiver of various financial documents, tax returns, and a sworn individual financial statement provided to the Receiver by Kutner. Pursuant to the Kutner Settlement, Kutner agreed to fully cooperate with the Receiver and his counsel in any investigation and/or litigation involving claims to be brought and/or brought by the Receiver. On June 5, 2025, the Court approved the Kutner Settlement. On June 30, 2025, the Court entered an *Order of Dismissal* thereby dismissing Kutner, without prejudice, from the Sussman Recovery Action, and retaining jurisdiction to enter any orders the Court deems appropriate and to enforce the Kutner Settlement.

D. Kim Skidmore

Following the publication of the Notice of Action as set forth above, the Receiver was contacted by Skidmore. On or about July 22, 2025, the Receiver and Skidmore entered into a *Settlement Agreement* (the “**Skidmore Settlement**”) following receipt and review by the Receiver of various financial documents, tax returns, and a sworn individual financial statement provided to the Receiver by Skidmore. Pursuant to the Skidmore Settlement, Skidmore agreed to fully

cooperate with the Receiver and his counsel in any investigation and/or litigation involving claims to be brought and/or brought by the Receiver. On August 21, 2025, the Court approved the Skidmore Settlement. On November 10, 2025, the Court entered an *Order of Dismissal Without Prejudice as to Defendant Kim Skidmore* thereby dismissing Kim Skidmore, without prejudice, from the Sussman Recovery Action, and retaining jurisdiction to enter any orders the Court deems appropriate and to enforce the Skidmore Settlement.

II. Daniel J. Stermer, Receiver v. Jeffrey Abramson, Case No. 50-2023-CA-015224-XXXAMB

On October 25, 2023, the Receiver filed a complaint against Jeffrey Abramson alleging multiple counts of Fraudulent Transfer pursuant to Florida Statutes.

On April 26, 2024, the Receiver filed a *Motion to Approve Settlement Agreement between (I) Receivership Parties; and (II) Defendant, Jeffrey Abramson* (the “**Abramson Settlement**”). On May 23, 2024, the Court entered an Order approving the Abramson Settlement. A copy of the redacted settlement agreement may be found on the Receiver’s website.¹ On June 3, 2025, the Court entered an *Order of Dismissal and Order Directing Clerk to Close Case* thereby dismissing this action against Jeffrey Abramson and retaining jurisdiction to enter any orders the Court deems appropriate and to enforce the Abramson Settlement.

III. Daniel J. Stermer, Receiver v. Dean Emmets, Case No. 50-2023-CA-015250XXXAMB

On October 25, 2023, the Receiver filed a complaint against Dean Emmets alleging multiple counts of Fraudulent Transfer pursuant to Florida Statutes seeking the recovery of \$244,031.00.

¹ On May 21, 2024, the Court entered an Order Granting the Receiver’s *Motion to Determine Confidentiality of Court Records and for Approval to File Unredacted Settlement Agreements Under Seal*. The Settlement Agreements attached to certain of the Motions to Approve Settlements contain redacted financial terms to protect the Receiver’s work product and efforts in future mediations.

On April 10, 2024, a mediation was conducted with mediator Roy S. Kobert. Based upon a review of Mr. Emmets financial disclosures and current circumstances, the Parties agreed to the entry of a *Stipulation and Consent to Final Judgment Against Defendant* in the amount of \$100,000.00. While the Parties entered into *the Stipulation and Consent to Final Judgment Against Defendant*, this *Stipulation* did not move forward.

On May 10, 2024, Mr. Emmets filed *Defendant, Dean Emmets' Motion for Enlargement of Time to Respond to Plaintiff's Complaint*, which was granted by Order dated January 20, 2025, thereby extending the deadline to February 3, 2025, for Mr. Emmets to file his answer. On February 6, 2025, Counsel for Mr. Emmets filed his *Motion to Withdraw* and on February 18, 2025, the Court entered its *Order Granting Uncontested Motion to Withdraw*. The matter against Mr. Emmets remains pending at this time.

On March 25, 2026, the Court entered a *Notice of Lack of Prosecution, Court's Motion to Dismiss, and Order Setting Hearing* which provides that, pursuant to Florida Rule of Civil Procedure 1.420(e), if no record activity occurs within sixty (60) days following the service of the Notice, and if no stay is issued or approved during such sixty (60) day period, that the action will be dismissed by the Court on its own motion or on the motion of any interested party.

On May 22, 2026, the Receiver filed a *Response to Notice of Lack of Prosecution, Court's Motion to Dismiss, and Order Setting Hearing* stating that the Receiver requests that this matter remain open and not dismissed, so that the Receiver can continue to work with Mr. Emmets in an effort to amicably resolve this matter.

IV. Daniel J. Stermer, Receiver v. Daniel Tepper, Case No. 50-2023-CA-15241XXXAMB

On October 25, 2023, the Receiver filed a complaint against Daniel Tepper alleging multiple counts of Fraudulent Transfer pursuant to Florida Statutes seeking the recovery of

\$405,958.00.

On April 10, 2024, mediation was conducted by mediator Roy S. Kobert. The Parties were unable to reach a resolution of the matter and the Mediator declared an *Impasse*.

On May 9, 2024, Mr. Tepper filed *Defendant, Daniel Tepper's Motion for Enlargement of Time to Respond to Plaintiff's Complaint*, which was granted by the Court in its *Order Granting Defendant Tepper's Motion for Enlargement of Time to Respond to Plaintiff's Complaint* dated January 20, 2025, thereby extending the deadline to February 3, 2025, for Mr. Tepper to file his answer. On February 3, 2025, Mr. Tepper filed his Answer. The matter against Mr. Tepper remains pending at this time.

On March 25, 2026, the Court entered a *Notice of Lack of Prosecution, Court's Motion to Dismiss, and Order Setting Hearing* which provides that, pursuant to Florida Rule of Civil Procedure 1.420(e), if no record activity occurs within sixty (60) days following the service of the Notice, and if no stay is issued or approved during such sixty (60) day period, that the action will be dismissed by the Court on its own motion or on the motion of any interested party.

On May 22, 2026, the Receiver filed a *Response to Notice of Lack of Prosecution, Court's Motion to Dismiss, and Order Setting Hearing* stating that the Receiver requests that this matter remain open and not dismissed, so that the Receiver can continue to work with Mr. Tepper and his counsel in an effort to amicably resolve this matter.

V. Daniel J. Stermer, Receiver v. Antonio Dicembrino, Case No. 50-2023-CA-015228XXXAMB

On October 25, 2023, the Receiver filed a complaint against Antonio Dicembrino (“**Dicembrino**”) alleging multiple counts of Fraudulent Transfer pursuant to Florida Statutes seeking the recovery of \$528,122.00.

On April 10, 2024, mediation was conducted by mediator Roy S. Kobert. The Parties were

unable to reach a resolution of the matter and the Mediator declared an impasse.

On May 9, 2024, Dicembrino filed *Defendant, Antonio Dicembrino's Motion for Enlargement of Time to Respond to Plaintiff's Complaint*, which was granted by Order dated January 20, 2025, thereby extending the deadline to February 3, 2025, for Dicembrino to file his answer. On February 3, 2025, Dicembrino filed his answer to the Receiver's complaint. The matter against Mr. Dicembrino remains pending at this time.

On March 25, 2026, the Court entered a *Notice of Lack of Prosecution, Court's Motion to Dismiss, and Order Setting Hearing* which provides that, pursuant to Florida Rule of Civil Procedure 1.420(e), if no record activity occurs within sixty (60) days following the service of the Notice, and if no stay is issued or approved during such sixty (60) day period, that the action will be dismissed by the Court on its own motion or on the motion of any interested party.

On May 22, 2026, the Receiver filed a *Response to Notice of Lack of Prosecution, Court's Motion to Dismiss, and Order Setting Hearing* stating that the Receiver requests that this matter remain open and not dismissed, so that the Receiver can continue to work with Mr. Dicembrino and his counsel in an effort to amicably resolve this matter.

E. Additional Fraudulent Transfer Claims

I. *Daniel J. Stermer, Receiver v. Richard Donoff, Case No. 50-2024-CA 006353XXXAMB*

In addition to the five Fraudulent Transfer Actions filed on October 25, 2023, as set forth above, on July 7, 2024, the Receiver filed a complaint to enforce the Court-approved settlement between the Receiver and Richard Donoff ("**Donoff**"). Pursuant to the agreed terms of the settlement between the Receiver and Donoff, upon a default, the Receiver was entitled to the entry of an agreed final judgment in the amount of \$796,295.00.

On August 9, 2024, the Receiver filed *Plaintiff's Notice of Filing Answer, Waiver of*

Defenses, and Consent to Judgment of Defendant, Richard Donoff.

On August 19, 2024, the Court entered an *Agreed Final Judgment Against Defendant* (the “**Donoff Judgment**”) thereby entering judgment in favor of the Receiver and against Donoff in the amount of \$796,295.00, plus interest at the rate of 18% per year for all amounts from the date of entry of the Donoff Judgment until satisfied.

Donoff contested the enforcement of the settlement agreement and the entry of the Donoff Judgment and filed *Defendant Richard Donoff’s Motion for Reconsideration of Approval of Settlement and Agreed Final Order Against Defendant* (the “**Donoff Motion for Reconsideration**”) in this action on September 4, 2024. On September 16, 2024, the Receiver filed *Receiver, Daniel J. Stermer’s Response in Opposition to Richard Donoff’s Motion for Reconsideration of Approval of Settlement and Agreed Final Order Against Defendant* (the “**Receiver’s Response**”) and, on September 20, 2024, the Court entered an *Order Denying Motion for Reconsideration of Approval of Settlement and Agreed Final Order Against DFT F/B DFT Richard Donoff*, thereby denying the Donoff Motion for Reconsideration. On October 23, 2024, Donoff filed Defendant’s *Notice of Appeal* to the Fourth District Court of Appeals from the *Order Denying Richard Donoff’s Motion for Reconsideration of Approval of Settlement and Agreed Final Order Against Defendant*. On October 29, 2024, the Fourth District Court of Appeal ordered that Appellant (Donoff) shall file a brief statement explaining the basis for this court’s subject matter jurisdiction over the order appealed and specifically address how the September 28, 2024, order is a final or nonfinal appealable order and as the order determines entitlement but not the amount of attorney’s fees to be awarded.² On November 8, 2024, Appellant (Donoff) filed his *Response to Order to Show Cause* and on November 15, 2024, the Receiver (Appellee) filed his *Response to*

² On November 4, 2024, Mr. Donoff filed his Motion to Stay Payment of Judgment Pending Appeal with this Court while the appeal was pending in the Fourth District Court of Appeal.

Appellant's Response to Order to Show Cause. On December 2, 2024, the Fourth District Court of Appeal entered its *Order* that the Appellant's (Donoff) appeal is dismissed for lack of subject matter jurisdiction. On December 6, 2024, the Receiver, as Appellee, filed his *Motion for Attorney's Fees* and on December 26, 2024, the Fourth District Court of Appeals entered an *Order* wherein it ordered that Appellee's (Receiver's) December 6, 2024 motion for attorney's fees is granted conditioned on the trial court determining that Appellee is the prevailing party, and if so, setting the amount of attorney's fees to be awarded for this appellate case.

On October 11, 2024, the Receiver filed *Plaintiff's Ex Parte Motion for Issuance of Writ of Garnishment After Judgment Upon Todd A. Zuckerbrod, P.A.*, seeking the issuance of a Writ of Garnishment upon garnishee, Todd A. Zuckerbrod, P.A. ("**Garnishee**") with respect to any debts due from Garnishee to Donoff. On October 12, 2024, the Court entered an *Order Granting Plaintiff's Ex Parte Motion for Issuance of Writ of Garnishment After Judgment Upon Todd A. Zuckerbrod, P.A.* and, on October 14, 2024, a *Writ of Garnishment* was issued by the Clerk. On October 17, 2024, the *Writ of Garnishment* was served upon the Garnishee, and, on November 8, 2024, the Garnishee filed his answer to the Writ of Garnishment, providing that the Todd A. Zuckerbrod IOTA holds \$75,000 in escrow on behalf of Donoff. On December 23, 2024, the Receiver filed *Judgment Creditors' Motion for Final Summary Judgment of Garnishment*, (the "**Garnishment Motion**") seeking the entry of a final summary judgment of garnishment against the Garnishee and demanding that the Garnishee turn over the \$75,000 held for the benefit of Donoff. On May 7, 2025, the Court conducted a hearing to consider the Garnishment Motion and, entered an *Order Granting Judgment Creditor's Motion for Final Summary Judgment* thereby entering final summary judgment of garnishment in favor of the Receiver and against the Garnishee, directing the Garnishee to release garnished funds in the amount of \$75,000 payable to the Receiver, and providing that the Receiver is entitled to recover his costs from Donoff for costs

incurred in connection with the garnishment.

In addition, on October 11, 2024, the Receiver filed his *Ex Parte Motion to Compel Judgment Debtor, Richard Donoff, to Complete Fla. R. Civ. P. Form 1.977 Fact Information Sheet* requesting an order requiring Donoff to complete the required debtor Form 1.977 Fact Information Sheet. On October 12, 2024, the Court entered an *Order Granting Ex Parte Motion to Compel Judgment Debtor, Richard Donoff, to Complete Fla. R. Civ. P. Form 1.977 Fact Information Sheet* (the “**Order Granting Motion to Compel**”) requiring Donoff to complete the Form 1.977 Fact Information Sheet, including all required attachments. On January 14, 2025, the Receiver filed his *Motion for Order to Show Cause Why Judgment Debtor, Richard Donoff, Should Not Be Held in Contempt*. On May 7, 2025, the Court entered an *Order Granting Motion for Order to Show Cause Why Judgment Debtor, Richard Donoff, Should Not Be Held in Contempt* which directed Donoff to show cause as to why he should not be held in contempt of Court for this failure to comply with the requirements of the *Agreed Final Judgment Against Defendant* entered on August 19, 2024, and the Order Granting Motion to Compel.

On January 17, 2025, Donoff filed his *Motion to Vacate the Order Executed on May 29, 2024* (the “**Motion to Vacate**”) and his *Motion to Toll Collection of Judgment Pending Motion to Vacate* (the “**Motion to Toll Collection**”). On April 22, 2025, the Receiver filed *Receiver, Daniel J. Stermer’s Response in Opposition to Richard Donoff’s Motion to Vacate the Order Executed on May 29, 2024*. The Court conducted a hearing on May 7, 2025, to consider the *Motion to Vacate and Motion to Toll Collection*, and the Court, on May 7, 2025, entered its *Order Granting Judgment Creditor’s Motion for Final Summary Judgment of Garnishment* and its *Order Granting Motion for Order to Show Cause Why Judgment Debtor, Richard Donoff, Should Not Be Held In Contempt*.

Following the May 7, 2025 hearing, counsel for Donoff and counsel for the Receiver

entered into discussions regarding a possible resolution of their disputes. Following those discussions, the Receiver and Donoff resolved their disputes and entered into an *Amended Settlement Agreement* (the “**Amended Donoff Settlement**”) on or about September 30, 2025. Pursuant to the terms of the Amended Donoff Settlement, the financial terms of the settlement between the Receiver and Donoff are confidential and were not filed publicly. On October 22, 2025, the Court entered an Order approving the Amended Donoff Settlement.

In addition to the matters set forth above, the Receiver also negotiated and scheduled mediations with other individuals and entities who were served with Demand Letters, but where complaints had not yet been filed. With the assistance of mediators, Roy Kobert and Keith Appleby, the Receiver entered into additional pre-suit settlement agreements with David Coyman, Ian Bossie, and Richard Huling. These settlements have been approved pursuant to motions filed in this action. Copies of the motions to approve these settlement agreements and the redacted settlement agreements can be found on the Receiver’s website as well as the orders entered approving each of the settlements.

The Receiver is in the process reviewing documents and negotiating with other individuals and entities to make a determination as to whether any additional fraudulent transfer action(s) are warranted. Additionally, discovery and analysis are ongoing regarding other potential Demand Letters to be sent and/or causes of action to be commenced by the Receiver.

F. Other Litigation

I. Claims Against Wells Fargo

a. Millstein, et al. v. Wells Fargo, Case No. 24-cv-22142 (the “Victim Class Action Case”)

On June 4, 2024, Fannie Millstein, on behalf of herself and all others similarly situated (all Noteholders) filed a putative class action complaint against Wells Fargo Bank, N.A. (“**Wells**

Fargo”) alleging causes of action including: Aiding and Abetting Breach of Fiduciary Duties; Aiding and Abetting Fraud; and Unjust Enrichment. The Receiver’s Action Against Wells Fargo (described below) includes claims which are similar to the claims alleged in the Victim Class Action Case, however the damages which have been asserted by the Receiver, on behalf of the Receivership Entities, are different than those that have asserted by the class members. The Victim Class Action Case seeks to recover against Wells Fargo for the harms its actions caused the victim class members (*i.e.*, the Noteholders). The Receiver’s Action Against Wells Fargo seeks to recover against Wells Fargo for the harms its actions caused the Receivership Entities.

On August 12, 2024, Wells Fargo filed *Defendant Wells Fargo Bank, N.A.’s Motion to Dismiss First Amended Class Action Complaint and Incorporated Memorandum of Law* as well as *Defendant Wells Fargo Bank, N.A.’s Motion to Stay Discovery Pending Disposition of its Dispositive Motion to Dismiss and Accompanying Memorandum of Law* (the “**Motion to Stay Discovery**”). On August 29, 2024, the Court entered a paperless order denying the Motion to Stay Discovery and found that a complete stay of discovery was not warranted.

On September 9, 2024, Fanny B. Millstein and Martin Kleinbart filed *Plaintiffs’ Response in Opposition to Defendant Wells Fargo Bank, N.A.’s Motion to Dismiss First Amended Class Action Complaint and Incorporated Memorandum of Law*, and on September 27, 2024, Wells Fargo Bank N.A. filed *Defendant Wells Fargo Bank, N.A.’s Reply in Further Support of its Motion to Dismiss First Amended Class Action Complaint*.

On November 15, 2024, the Court entered an order referring the matter to Magistrate Judge Jonathan Goodman for a ruling on all pre-trial, non-dispositive matters and for a Report and Recommendation on any dispositive matters.

The Court entered a separate order setting an in-person hearing for December 4, 2024, to consider Wells Fargo’s Motions to Dismiss filed in both the Receiver’s Action Against Wells

Fargo and the Victim Class Action Case.

On December 4, 2024, the Court, Magistrate Judge Goodman, conducted a hearing to consider Wells Fargo's Motions to Dismiss, and, on January 15, 2025, entered *Report and Recommendations on Motions to Dismiss Related Lawsuits* (the "**Report and Recommendation**"). On February 18, 2025, Wells Fargo filed an objection to the Report and Recommendation, requesting that the Court reject the Magistrate Judge's Report and Recommendation and dismiss the amended complaint filed against Wells Fargo. On March 18, 2025, Fanny B. Millstein and Martin Kleinbart filed a response in opposition to Wells Fargo's objection to the Report and Recommendation, and, on March 24, 2025, the Court, Judge Gayles, entered an *Order* thereby adopting Magistrate Judge Goodman's Report and Recommendation in full, with respect to his recommendations in this action, and denying Wells Fargo's Motion to Dismiss. On April 14, 2025, Wells Fargo filed its *Answer and Affirmative Defenses*, and on May 9, 2025, Wells Fargo filed its *Amended Answer and Affirmative Defenses*.

On January 10, 2025, the parties to the Victim Class Action Case filed a *Notice of Selection of Mediator* and were ordered to schedule a mediation to be completed no later than August 29, 2025, in accordance with the Scheduling Order. On January 30, 2025, Fanny B. Millstein, Martin Kleinbart and Wells Fargo filed a *Joint Motion to Extend Scheduling Order Deadlines* seeking to extend various deadlines, including a request to extend the August 29, 2025, deadline to complete mediation to March 16, 2026. On February 4, 2025, the Court entered an *Amended Scheduling Order* which continued various deadlines, set a deadline of March 16, 2026, for the parties to complete mediation, set a status conference for March 18, 2026, set a calendar call for July 8, 2026, and this matter for a two-week trial calendar beginning on July 13, 2026.

On May 30, 2025, Fanny B. Millstein and Martin Kleinbart filed *Plaintiffs' Motion to Strike Defendant's Amended Affirmative Defenses and Incorporated Memorandum of Law* (the "**Motion**

to Strike”). On June 10, 2025, Wells Fargo filed its response in opposition to the Motion to Strike, and on June 16, 2025, Fanny B. Millstein and Martin Kleinbart filed their reply in support of the Motion to Strike. On July 9, 2025, the Court entered an *Order on Plaintiffs’ Motion to Strike Defendant’s Amended Affirmative Defenses* thereby denying the Motion to Strike. On July 23, 2025, Fanny B. Millstein and Martin Kleinbart filed *Plaintiffs’ Partial Objections to the Magistrate Judge’s Order on Plaintiffs’ Motion to Strike Defendant’s Amended Affirmative Defenses and Incorporated Memorandum of Law* and on August 6, 2025, Wells Fargo filed *Wells Fargo Bank, N.A.’s Opposition to Plaintiff’s Partial Objections to Judge Goodman’s Order Denying Plaintiff’s Motion to Strike Wells Fargo’s Amended Affirmative Defenses*. On March 16, 2026, the Court entered an *Order* overruling *Plaintiffs’ Partial Objections to the Magistrate Judge’s Order on Plaintiffs’ Motion to Strike Defendant’s Amended Affirmative Defenses and Incorporated Memorandum of Law*, and affirming the *Order on Plaintiffs’ Motion to Strike Defendant’s Amended Affirmative Defenses*.

On June 6, 2025, the Court entered a *Post-Discovery Hearing Administrative Order* which directed Wells Fargo to produce its document retention policies concerning its trust and security intermediary activities dating back to 2009, and on June 20, 2025, Wells Fargo filed its partial objections to the *Post-Discovery Hearing Administrative Order*. On June 24, 2025, the Court entered its paperless order which clarified the *Post-Discovery Hearing Administrative Order* entered on June 6, 2025.

On June 25, 2025, Fanny B. Millstein and Martin Kleinbart made an *ore tenus* motion to compel Wells Fargo to produce its records custodian for deposition and to permit a certain line of questioning. On June 25, 2025, the Court entered a paperless order which denies the *ore tenus* motion as moot, based upon counsel’s indication that the parties were likely to reach a resolution

regarding the motion to compel.

On July 15, 2025, Martin Kleinbart filed *Plaintiff Martin Kleinbart's Notice of Voluntary Dismissal Without Prejudice* whereby Martin Kleinbart voluntarily dismissed his claims only in this action without prejudice.

On July 30, 2025, the Court entered a *Second Amended Scheduling Order* which continued various deadlines, set a deadline of July 22, 2026, for the parties to complete mediation, set a status conference for July 29, 2026, set a calendar call for November 4, 2026, and this matter for a two-week trial calendar beginning on November 16, 2026.

On September 19, 2025, the Court entered a paperless order referring this matter to Magistrate Judge Detra Shaw-Wilder for a ruling on all pre-trial, non-dispositive matters and for a Report and Recommendation on any dispositive matters.³

On October 13, 2025, Fanny Millstein and Wells Fargo filed an *Expedited Joint Motion for Leave to File Discovery Hearing Regarding Plaintiff's Request for Screenshots Tracking Life Insurance Policies*, which was granted by paperless order on entered on October 13, 2025.

On October 15, 2025, Fanny Millstein filed *Plaintiff's Expedited Unopposed Motion to File Two Exhibits to Plaintiff's Discovery Memorandum Regarding Request for Screenshots Tracking Life Insurance Policies Under Seal and to Permit Conventional Filing of Thumb Drive Under Seal and Plaintiff's Discovery Memorandum as to Its Request for Screenshots Tracking Life Insurance Policies and Related Documents* seeking authority to submit certain exhibits under seal.

On October 24, 2025, Wells Fargo filed *Defendant's Opposition to Plaintiff's Discovery Memorandum as to Its Request for Screenshots Tracking Life Insurance Policies and Related*

³ As stated herein, The Honorable Judge Gayles had referred this matter to Magistrate Judge Jonathan Goodman for a ruling on all pre-trial, non-dispositive matters and for a Report and Recommendation on any dispositive matters. Magistrate Judge Goodman has retired and stepped off the bench. Matters referred to the Magistgrate Judge are now being heard by Magistrate Judge Detra Shaw-Wilder.

Documents and on October 28, 2025, Fanny Millstein filed *Plaintiff's Reply in Further Support of Discovery Memorandum as to Her Request for Screenshots Tracking Life Insurance Policies and Related Documents*. On October 31, 2025, the Court entered a paperless order directing Wells Fargo to produce screenshots for the life insurance policies associated with the Centurion deals, without prejudice to Fanny Millstein seeking additional production of the screenshots related to other deals.

On November 11, 2025, Fanny Millstein filed an *Expedited Joint Motion for Leave to File Discovery Memoranda for Zoom Discovery Hearing Regarding Plaintiff's Request for Complete Policy Files, to File Certain Exhibits Under Seal, and to Permit Conventional Filing of Thumb Drive Under Seal*, which was granted by Order dated November 17, 2025.

On November 18, 2025, Plaintiff filed *Plaintiff's Discovery Memorandum Regarding Plaintiff's Request for Complete Policy Files* and on November 21, 2025, Wells Fargo Bank, N.A. filed *Defendant's Opposition to Plaintiff's Discovery Memorandum in Support of its Request for All Policy Files From Filenet For Deals Unrelated to the Schemer Entities*. On November 24, 2025, Fanny Millstein filed *Plaintiff's Reply in Further Support of Her Discovery Memorandum Regarding Plaintiff's Request for Complete Policy Files*.

On November 25, 2025, Fanny Millstein filed *Plaintiff's Notice of Authorities in Support of Her Request for All Agreements With Class Members Upon Which Defendant Intends to Rely on in Support of its Affirmative Defenses* and, on the same date, Wells Fargo filed *Defendant Wells Fargo Bank, N.A.'s Notice of Authority on Class Member Agreements Pursuant to the Parties' December 5, 2025 Discovery Hearing*.

On December 17, 2025, Fanny Millstein, through her counsel, made an *ore tenus* request to compel the production of all class member agreements in response to category 7 of Plaintiff's Third Request for Production, as well as a request to compel the production of life settlement

policy files for all policies associated with the Centurion relationship, along with attendant documents, as complete files in response to Plaintiff's First Request for Production of Documents. On December 17, 2025, the Court entered a paperless order granting Fanny Millstein's *ore tenus* motions to compel.

On December 24, 2025, Fanny Millstein and Wells Fargo filed a *Joint Motion for Leave to File Discovery Memoranda for Zoom Discovery Hearing Regarding Plaintiff's Requests for Documents Relating to Defendant's Automated Transaction-Monitoring Alerts and Rules for Generation of Alerts, to File Certain Exhibits Under Seal, and to Permit Conventional Filing of Thumb Drive Under Seal*, which was granted by Order dated December 31, 2025.

On January 6, 2026, Wells Fargo filed its *Unopposed Motion to Extend Application of the Stipulated Confidentiality Order [ECF No. 97] to Non-Parties*, which was granted by Order dated January 6, 2026, which provided that the Stipulated Confidentiality Order applies to non-parties for confidentiality purposes.

On January 12, 2026, Fanny Millstein and Wells Fargo filed a *Joint Motion for Leave to File Discovery Memoranda for Zoom Discovery Hearing Regarding Plaintiff's Request for Documents Relating to Policy Actions Involving Non-Centurion Policies, to File Certain Exhibits Under Seal, and to Permit Conventional Filing of Thumb Drive Under Seal* which was granted by Order dated January 13, 2026.

On January 16, 2026, Fanny Millstein, through her counsel, made an *ore tenus* motion to compel production of certain automated transaction-monitoring alerts during the relevant period and documents concerning the rules, parameters, and algorithms governing the generation of such alerts, which was denied by paperless order entered on January 20, 2026.

On February 9, 2026, Fanny Millstein and Wells Fargo filed *The Parties' Joint Motion to Modify Scheduling Order* seeking to modify the deadlines set forth in the *Second Amended*

Scheduling Order. On February 12, 2026, the Court entered a *Third Amended Scheduling Order*, which continued various deadlines, set a deadline of May 15, 2026, for the parties to complete mediation, set a status conference for May 20, 2026, set a calendar call for March 17, 2027, and this matter for a two-week trial calendar beginning on March 22, 2027.

On February 25, 2026, Fanny Millstein and Wells Fargo filed *The Parties' Joint Motion to Modify Scheduling Order* seeking to modify the deadlines set forth in the *Third Amended Scheduling Order*. On February 25, 2026, the Court entered a paperless order granting the joint motion to modify the *Third Amended Scheduling Order*, which continued various deadlines.

On April 22, 2026, Fanny Millstein and Wells Fargo filed a *Joint Motion for Leave to File Discovery Memoranda for Zoom Discovery Hearing Regarding Plaintiff's Request for Corporate Representative Deposition Testimony Regarding Individual Members of Uncertified Putative Class*, which was granted by paperless order on April 28, 2026.

On May 5, 2026, Wells Fargo filed *Defendant's Request for a Protective Order Regarding Plaintiff's Effort to Improperly Seek Testimony Relating to Affirmative Defenses*, on May 8, 2026, Fanny Millstein filed *Plaintiff's Response in Opposition to Defendant's Request for a Protective Order to Prevent Plaintiff From Discovering the Facts Supporting Defendant's Affirmative Defenses*, and on May 12, 2026, Wells Fargo filed *Defendant's Reply in Support of Its Request for a Protective Order Regarding Plaintiff's Effort to Improperly Seek Testimony Relating to Affirmative Defenses*.

On May 19, 2026, Well Fargo filed an *ore tenus* motion for protective order, seeking to limit the scope of Wells Fargo's Rule 30(b) designee's testimony, which was denied by paperless order entered on May 19, 2026.

Noteholders may be contacted by Class Counsel with regard to this matter.

The filings in the Victim Class Action Case can be found on the Receiver's Website under

Millstein v. Wells Fargo.

b. Daniel J. Stermer, Receiver v. Wells Fargo Bank, N.A., Case No. 50-2024-CA-004345XXXAMB and 9:24-cv-80722-XXXX

On May 9, 2024, the Receiver filed a Complaint against Wells Fargo, asserting claims of: Aiding and Abetting Breach of Fiduciary Duties; Aiding and Abetting Fraud; Negligence; and Unjust Enrichment (the “**Receiver’s Action Against Wells Fargo**”). A copy of the Complaint and related filings filed in the Receiver’s Action Against Wells Fargo can be found on the Receiver’s Website under *Stermer v. Wells Fargo*. The Receiver’s Action Against Wells Fargo included claims which are similar to the claims alleged in the Victim Class Action Case, however the damages which were asserted by the Receiver, on behalf of the Receivership Entities, are different than those that have asserted by the class members. The Victim Class Action Case seeks to recover against Wells Fargo for the harms its actions caused the victim class members (*i.e.*, the Noteholders). The Receiver’s Action Against Wells Fargo sought to recover against Wells Fargo for the harms its actions caused the Receivership Entities.

On June 7, 2024, Wells Fargo filed a *Notice of Removal* with the United States District Court for the Southern District of Florida, thereby removing the suit commenced by the Receiver against Wells Fargo in the Circuit Court in and for Palm Beach County, Florida to the United States District Court for the Southern District of Florida (the “**District Court**”), Case No. 9:24-cv-80722-DPG.

On December 4, 2024, Magistrate Judge Goodman conducted a hearing to consider Wells Fargo Motion to Dismiss the Receiver’s Action Against Wells Fargo, and, on January 15, 2025, entered a Report and Recommendation. In the Report and Recommendation, Magistrate Judge Goodman performed a thorough analysis of the applicable caselaw, and the facts alleged in the Receiver’s Complaint. Magistrate Judge Goodman’s Report and Recommendation recommended

that the District Court Judge dismiss the majority of the Receiver’s claims without prejudice and concluded that “the Receiver may not be factually able to allege additional facts sufficient to generate standing for the non-NSI entities.” The Receiver evaluated the Report and Recommendation and considered whether to file an amended complaint. Magistrate Judge Goodman’s analysis primarily focused on whether the non-NSI Receivership Entities⁴ could assert tort-based claims against Wells Fargo for their injuries. He found that they could not, based on the facts alleged in the Receiver’s Complaint, and therefore the Receiver lacked legal standing to bring claims on their behalf. In short, Magistrate Judge Goodman found the Receiver lacked standing to bring tort-based claims on behalf of the non-NSI Receivership Entities where the Complaint did not allege the presence of an innocent officer, director, or stockholder, who was also a decision-maker in control of the non-NSI Receivership Entities who could have thwarted the fraud and breaches of fiduciary duties when they occurred. Magistrate Judge Goodman found that, for common law tort claims under Florida law, a receiver “must allege the presence of at least one innocent director or shareholder because, without such an allegation, the tortious acts cannot be separated from the Receivership Entities and the Receivership Entities cannot be said to have suffered an injury.”

The class members’ claims in the Victim Class Action Case do not face similar legal standing requirements with respect to their tort claims against Wells Fargo.

The Report and Recommendation was reviewed and, on February 11, 2025, the Receiver filed a *Notice of Voluntary Dismissal* seeking to voluntarily dismiss his action against Wells Fargo, without prejudice. On February 12, 2025, the Court entered an order dismissing the Receiver’s

⁴ Magistrate Judge Goodman’s findings in the Report and Recommendation do not apply to National Senior Insurance’s (“NSI”) claims and are limited to the non-NSI Receivership Entities, *i.e.*, the Para Longevity entities which sued Wells Fargo Bank N.A. with NSI in the case.

action against Wells Fargo.

**II. Daniel J. Stermer, Receiver v. Pelican Capital Management, LLC,
Case No. 50-2024-CA-004344XXXAMB**

On May 9, 2024, the Receiver filed a Complaint against Pelican Capital Management, LLC (“**Pelican**”) asserting claims of Fraudulent Transfer and Unjust Enrichment (the “**Pelican Complaint**”). The Pelican Complaint alleges that Pelican received over \$1,200,000 from the Para Longevity Scheme for no value given to the Receivership Entities which funded the transfers to Pelican. A copy of the Pelican Complaint can be found on the Receiver’s Website.

On August 12, 2024, the Receiver and Pelican participated in a mediation but were unable to resolve the dispute. On September 30, 2024, Pelican through Scott A. Orth, Esq., filed its *Motion to Dismiss* (the “**First Pelican Motion to Dismiss**”) and various discovery requests. On October 15, 2024, the Receiver filed a *Verified Motion to Disqualify the Law Offices of Scott Alan Orth, P.A., and Scott Alan Orth, Esq. as Counsel to Defendant Pelican Management, LLC* (the “**Motion to Disqualify**”), seeking to disqualify the Law Offices of Scott Alan Orth, P.A. and Scott Alan Orth (collectively, “**Orth**”) from representing Pelican, due to a conflict of interest in violation of Florida Rules of Professional Conduct. The special set hearing to consider the Motion to Disqualify was conducted on February 6, 2025, at 2:00 p.m., and on February 11, 2025, the Court entered an *Order Granting Verified Motion to Disqualify the Law Offices of Scott Alan Orth, P.A. and Scott Alan Orth, Esq. as Counsel to Defendant Pelican* (the “**Disqualification Order**”) thereby granting the Motion to Disqualify. On March 7, 2025, Orth, on behalf of Pelican, filed a *Notice of Appeal* with respect to the Disqualification Order, and Orth and the Receiver filed their respective briefs with the District Court of Appeal for the Fourth District of Florida. On July 31, 2025, the District Court of Appeal for the Fourth District of Florida issued an order affirming the

Disqualification Order.

On August 22, 2025, the Receiver filed *Receiver's Motion for Status Conference and to Confirm That All Prior Filings Made by Attorney Orth From September 30, 2024, Are Stricken From the Court Record* (the "**Pelican Motion to Strike**"), seeking entry of an order striking the First Pelican Motion to Dismiss and certain discovery requests filed by Orth and the Law Firm of Scott Alan Orth, P.A. that were filed on behalf of Pelican on September 30, 2024. On September 25, 2025, the Court conducted a hearing to consider the Pelican Motion to Strike and thereupon entered an *Order Granting Receiver's Motion for Status Conference and to Confirm That All Prior Filings Made by Attorney Orth From September 30, 2024 Are Stricken From the Court Record*, which granted the Pelican Motion to Strike, provided that the First Pelican Motion to Dismiss and the discovery requests filed by Orth and the Law Offices Scott Alan Orth, P.A. on September 30, 2025, are stricken, and directed Pelican to file its response to the Pelican Complaint no later than October 15, 2025.

On October 22, 2025, Pelican filed its *Motion to Dismiss* (the "**Second Pelican Motion to Dismiss**") and on November 5, 2025, the Court an *Order Specially Setting Remote Hearing*, thereby scheduling a 30-minute special set hearing for February 2, 2026 to consider the Second Pelican Motion to Dismiss. On January 26, 2026, the Receiver filed *Receiver's Response in Opposition to Defendant Pelican Capital Management LLC's Motion to Dismiss Complaint* and on January 29, 2026, Pelican filed *Defendant's Reply in Support of Motion to Dismiss*.

On or about February 3, 2026, the Receiver and Pelican entered into a *Settlement Agreement* (the "**Pelican Settlement**"), whereby Pelican agrees to pay the Receiver the total sum of \$80,000.00 within ten (10) business days after Court approval of the Pelican Settlement, thereby resolving the Receiver's claims against Pelican, as set forth in the Pelican Complaint, as well as the four Proofs of Claim filed by Pelican against the Receivership Estate (Claim Nos. 101445,

101445.1, 101445.2, and 101445.3, in the amounts of \$1,810,734, \$243,080, \$2,643,200, and \$1,685,040, respectively.

On February 9, 2026, the Receiver filed *Plaintiff/Receiver, Daniel J. Stermer's Motion to Approve Settlement Agreement* seeking to approve the Pelican Settlement, and on February 19, 2026, the Court entered an order approving the Pelican Settlement.

On February 25, 2026, the Receiver filed a *Notice of Voluntary Dismissal With Prejudice* thereby voluntarily dismissing the action against Pelican with prejudice.

III. Consent Judgment Against Marshal Seeman

In addition to the matters set forth above, the Receiver and his professionals worked together with the OFR and counsel for Marshal Seeman in negotiating the terms of that certain Joint Motion to Enter Judgment of Permanent Injunction and Other Relief as to Defendant Marshal Seeman dated August 26, 2025 that led to the entry of the September 15, 2025, *Judgment of Permanent Injunction and Other Relief as to Defendant Marshal Seeman* (the “**Seeman Judgment**”), whereby, *inter alia*, a judgment of restitution in the amount of \$100,000,000 (“**Restitution Award**”) was entered against Marshal Seeman (“**Seeman**”) for the benefit of all bona fide investors or other creditors of the Receivership Estate. In addition to the Restitution Award, some of the provisions in the Seeman Judgment include, but are not limited to: (i) the Seeman Judgment permanently enjoins and bars Seeman from engaging in certain acts or practices as detailed in the Seeman Judgment; (ii) requires Seeman to complete a Fact Information Sheet as require by Florida Rule of Civil Procedure Form 1,977; (iii) requires Seeman to 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; (iv) 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; (v) 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; (vi) 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. The Seeman Judgment is posted on the Receiver's website.

G. Summary of Cash Activity

As of May 15, 2026, the Receiver's book cash balance is \$834,614.00. Attached is the Receivership Cash Flow Summary for the period from the inception of the Corporate Monitorship Estate and now Receivership Estate through May 15, 2026 – see **Exhibit A**.

H. Communications

The Receiver continues to upload all filings with the various courts to the Website in a

dedicated section entitled “Court Documents” and “Millstein v. Wells Fargo” so that Noteholders and all parties in interest have access to same in one centralized location.

The Receiver will continue to update the Website with court filings, news and updates, Reports from the Receiver, answers to frequently asked questions, important dates and deadlines, and other pertinent information. Additionally, the Receiver has and will continue to respond promptly to inquiries received from Noteholders and other parties in interest in the Receiver’s Inbox seeking answers to questions on various issues/concerns impacting Noteholders and other creditors and parties in interest in this matter.

I. Receiver’s Updated Contact Information

Effective as of January 19, 2026, the Receiver joined Yip Associates in its Miami office.

Below is the Receiver’s new address, telephone number and e-mail address:

Daniel J. Stermer, Receiver
Yip Associates
9200 S. Dadeland Boulevard, Suite 316
Miami, FL 33131
Tel. (305) 787-3754
E-mail: dstermer@yipcpa.com

RECEIVER’S CERTIFICATION

I, Daniel J. Stermer, this Court’s Receiver, hereby certify, under the penalties of perjury, that the foregoing Receiver’s Tenth Report is true and accurate to the best of my personal knowledge and belief.

/s/ Daniel J. Stermer

Daniel J. Stermer

Dated: May 28, 2026

Respectfully submitted,

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

By: /s/ *Brian G. Rich*

Brian G. Rich
Florida Bar No. 38229
Gavin C. Gaukroger
Florida Bar No. 76489
ggaukroger@bergersingerman.com
Michael J. Niles
Florida Bar No. 107203
mniles@bergersingerman.com
DRT@bergersingerman.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 28, 2026, the foregoing was filed using the Florida E-Portal Filing System, which will serve a copy of the foregoing electronically upon all electronic service parties indicated on the attached Service List.

By: /s/ *Brian G. Rich*

Brian G. Rich

SERVICE LIST

A. Gregory Melchior, Esq., Chief Counsel
George C. Bedell, III, Esq., Chief Counsel
Office of General Counsel
Florida Office of Financial Regulation
200 East Gaines Street
Tallahassee, FL 32309
Greg.Melchior@flofr.gov
George.Bedell@flofr.gov
Sharon.Sutor@flofr.gov
Counsel for Plaintiff

Gary A. Woodfield, Esq.
Nason Yeager Gerson Harris & Fumero, P.A.
3001 PGA Boulevard, Suite 305
Palm Beach Gardens, FL 33410
gwoodfield@nasonyeager.com
sdaversa@nasonyeager.com
Counsel for The Estate of Eric Charles Holtz

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
*Attorneys for Teleios LS Holdings V DE, LLC
and Teleios LS Holdings IV DE, LLC*

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
*Attorneys for Edwin and Karen Ezrine,
Intervenors And Tom Echolds, Interested
Party*

Daniel J. Stermer, Esq.
Yip Associates
2 S. Biscayne Blvd.
Suite 2690
Miami, FL 33131
dstermer@yipcpa.com
Receiver

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
*Attorneys for Relief Defendant Seeman Holtz
Property and Casualty LLC*

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
*Attorneys for Zoe Seijas and Victor Seijas, Jr.,
Trustees of Victor Seijas Living Trust*

Harris J. Koroglu, Esq.
Shutts & Bowen LLP
200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131
hkoroglu@shutts.com
Attorneys for MCM 301 Yamato LLC

Adam J. Ruttenberg, Esq.
Arent Fox Schiff, LLP
800 Boylston Street, 32nd Floor
Boston, MA 02199
Adam.ruttenberg@afslaw.com
*Attorney for Pelican Capital Management,
LLC*

Angela C. Flowers, Esq.
Kubicki Draper
13906 N.E. 20th Avenue, Building 500
Ocala, FL 34470
Af-kd@kubickidraper.com
*Attorneys for Pelican Capital Management,
LLC*

Todd A. Zuckerbrod, Esq.
Todd A. Zuckerbrod, P.A.
40 SE 5th Street, Suite 400
Boca Raton, FL
tz@tzbrokerlaw.com
*Attorney for Richard Donoff, Peter Beck,
Daniel Cucuiat*

**EXHIBIT A
RECEIVABLES CASH FLOW SUMMARY**

	Actual Cash Receipt and Disbursement Activity												Cumulative Total
	2021 4-Months	2022 12-Months	2023 12-Months	2024 12-Months	2025 12-Months	Jan-26 1-Month	Feb-26 1-Month	Mar-26 1-Month	Apr-26 1-Month	May-26 1-Month			
Cash Receipts													
Insurance Commissions	63,402	117,550	109,321	72,857	65,196	8,117	4,200	4,406	6,553	2,494		454,095	
Settlement/Litigation Proceeds	-	2,250,000	1,621,337	983,900	1,117,285	1,125	75,500	2,410	1,500	750		6,053,807	
Interest	-	-	54,674	81,566	46,195	1,834	1,702	2,079	2,029	-		190,079	
Other Receipts	56,242	53,533	75,261	-	-	-	-	-	-	-		185,036	
Total Cash Receipts	119,643	2,421,084	1,860,593	1,138,323	1,228,676	11,075	81,402	8,895	10,081	3,244		6,883,016	
Operating Disbursements													
Payroll & Taxes	69,999	72,934	71,218	77,217	75,625	3,080	6,160	6,160	9,240	3,080		394,113	
Purchased Services	19,719	81,003	36,346	35,676	61,435	4,133	2,528	2,544	2,585	230		246,199	
Insurance	-	705	672	740	918	-	-	-	-	-		3,035	
Utilities	3,106	2,295	-	-	-	-	-	-	-	-		5,401	
Rent	-	37,000	37,010	13,248	36,505	-	-	-	-	-		123,763	
Other	1,370	3,851	57	393	341	36	63	35	49	15		6,211	
Total Operating Disbursements	93,594	197,788	145,303	127,275	174,824	7,249	8,751	8,739	11,874	3,325		778,721	
Professional Fees													
Legal	-	308,667	593,132	671,857	377,664	-	-	-	-	-		1,951,321	
Monitor Fees	-	216,518	470,339	459,185	449,455	-	-	-	-	-		1,595,497	
Financial Advisor (DSI)	-	211,393	441,519	368,958	456,152	-	-	-	-	-		1,478,021	
Tax Accountant	-	-	-	-	-	-	-	-	-	-		-	
Other Professionals	-	89,817	96,311	34,228	28,031	-	-	-	-	-		248,386	
Total Professional Fees	-	826,395	1,601,301	1,534,228	1,311,302	-	-	-	-	-		5,273,225	
Total Disbursements	93,594	1,024,183	1,746,604	1,661,503	1,486,126	7,249	8,751	8,739	11,874	3,325		6,051,946	
Net Cash Flow	26,050	1,396,901	113,989	(523,180)	(257,450)	3,826	72,651	157	(1,792)	(81)		831,070	
Cash Balance													
Beginning Cash Book Balance	3,544	29,593	1,426,494	1,540,483	1,017,303	759,853	763,680	836,331	836,487	834,695		3,544	
Intercompany Receipts	-	87,342	4,501,301	2,542,602	2,460,082	-	-	80,000	4,000	-		7,215,245	
Intercompany Disbursements	-	(87,342)	(4,501,301)	(2,542,602)	(2,460,082)	-	-	(80,000)	(4,000)	-		(7,215,245)	
Net Cash Flow	26,050	1,396,901	113,989	(523,180)	(257,450)	3,826	72,651	157	(1,792)	(81)		831,070	
Ending Cash⁽¹⁾	29,593	1,426,494	1,540,483	1,017,303	759,853	763,680	836,331	836,487	834,695	834,614		834,614	

Notes:
[1] Final ending Cash Balance is as of 05/15/26.