

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

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US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

UNITED STATES OF AMERICA

v.

IRWIN CHARLES AGER

CASE NO. 6:16-cr-176-ORL-18 DAB
18 U.S.C. § 1349
18 U.S.C. § 981(a)(1)(C) - Forfeiture
28 U.S.C. § 2461(c) - Forfeiture

INFORMATION

The United States Attorney charges:

COUNT ONE

A. Introduction

At times material to this Information:

1. Tri-Med Corporation (Tri-Med) was a Florida corporation that claimed to be in the business of purchasing medical receivables at a discount.
2. IRWIN CHARLES AGER was a Marketing Director for a company by the name of Tri-Med Associates (TMA). TMA was the "marketing arm" of Tri-Med.

B. Conspiracy

3. Beginning at a time unknown to the United States Attorney, but beginning at least by in or about October 2011, and continuing thereafter through and including in or about March 2014, in Orange County, Seminole County, and Pinellas County, in the Middle District of Florida, and elsewhere,

IRWIN CHARLES AGER

the defendant herein, did knowingly and willfully combine, conspire, confederate, and agree with others, known and unknown to the United States Attorney:

a. To commit mail fraud, by knowingly, willfully, and with intent to defraud, devising, and intending to devise, a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises that related to material facts, and, for the purpose of executing such scheme and artifice, knowingly placing in any post office and authorized depository for mail matter to be sent and delivered by the United States Postal Service; knowingly depositing and causing to be deposited to be sent and delivered by a private and commercial interstate carrier; knowingly taking and receiving from the United States Postal Service and a private and commercial interstate carrier; and knowingly causing to be delivered by mail and private and commercial interstate carrier, according to the direction thereon, and at the place at which it was directed to be delivered by the person to whom it was addressed, any matter and thing, in violation of Title 18, United States Code, Section 1341; and

b. To commit wire fraud, by knowingly, willfully, and with intent to defraud devising and intending to devise a scheme and artifice to defraud, and for obtaining money and property, by means of materially false and fraudulent pretenses, representations and promises, and, for the purpose of executing the aforesaid scheme and artifice, knowingly transmitting and causing to be transmitted by means of wire, radio, and television communication in interstate

and foreign commerce, any writings, signs, signals, pictures, and sounds, in violation of Title 18, United States Code, Section 1343.

C. Manner and Means

4. It was part of the conspiracy that defendant IRWIN CHARLES AGER, and other co-conspirators known and unknown to the United States Attorney, would and did unlawfully devise and execute a scheme and artifice to defraud investors, and representatives of investors, of money and property by means of materially false and fraudulent pretenses, representations and promises.

5. It was a further part of the conspiracy that IRWIN CHARLES AGER, and other co-conspirators known and unknown to the United States Attorney, would and did obtain money, and attempt to obtain money, from individuals and others through investments offered in connection with Tri-Med and TMA.

6. It was a further part of the conspiracy that the investments with Tri-Med and TMA offered by defendant IRWIN CHARLES AGER, and other co-conspirators known and unknown to the United States Attorney, were not legitimate investments, but were a "Ponzi" scheme by which money from later investors would be paid to earlier investors.

7. It was a further part of the conspiracy that defendant IRWIN CHARLES AGER, and other co-conspirators known and unknown to the United States Attorney, would and did solicit individuals, and representatives of those individuals, to invest with Tri-Med and TMA by means of false and fraudulent

pretenses, representations and promises that related to material facts, including, but not limited to, the following:

- a. False claims that money invested with Tri-Med would be used to purchase medical receivables;
- b. False claims that money invested with Tri-Med and TMA was not at risk and was safe and secure;
- c. False claims that money invested with Tri-Med and TMA was backed by a major insurance company;
- d. False claims that Tri-Med was a group of prominent professional doctors and surgeons;
- e. False claims that money invested with Tri-Med and TMA would be held in trust at a law firm in Tampa, Florida under the sole control of one of the partners of that law firm and would be so held until an appropriate case was identified and funded;
- f. False claims that the investors' funds would be placed in an FDIC Insured Trust Account under the control and direction of one of Florida's most respected law firms;
- g. False claims that money invested with Tri-Med and TMA would earn 8% a year;
- h. False claims that Tri-Med purchased medical receivables from its participating hospitals, surgery centers, and doctors;
- i. False claims that the investments were backed by a \$500,000 letter of credit that was issued by Bank of America;

j. False claims that Tri-Med was an “accredited” business with the Better Business Bureau;

k. False claims that a specific national law firm was one of its law firms and that the law firm had concluded that the investments offered by Tri-Med and TMA were exempt from the registration requirements of the Securities Act of 1933;

l. False claims that the investment had been registered with and operated as an exempt security, as reviewed by the Florida Office of Financial Regulation.

8. It was a further part of the conspiracy that defendant IRWIN CHARLES AGER, and other co-conspirators known and unknown to the United States Attorney, would and did prepare, and caused to be prepared, documents and other materials that contained the false claims described in paragraph 7 above, including, but not limited to, documents entitled, “Monthly Income Agreement/Receipt, “Assignment of Interest,” and “Agreement.”

9. It was a further part of the conspiracy that IRWIN CHARLES AGER, and other co-conspirators known and unknown to the United States Attorney, would and did send, and caused to be sent, to investors and others by United States Mail and interstate wire, the documents referenced in paragraph 8 above.

10. It was a further part of the conspiracy that IRWIN CHARLES AGER, and other co-conspirators known and unknown to the United States Attorney, would and did authorize individuals to solicit investments with Tri-Med

and TMA in exchange for receiving a commission that would be calculated based on a percentage of the principal that was invested with Tri-Med and TMA.

11. It was a further part of the conspiracy that defendant IRWIN CHARLES AGER, and other co-conspirators known and unknown to the United States Attorney, would and did use the money that had been invested with Tri-Med and TMA for purposes other than what had been represented to investors and their representatives.

12. It was a further part of the conspiracy that defendant IRWIN CHARLES AGER, and other co-conspirators known and unknown to the United States Attorney, in an effort to lull investors into a false sense of security concerning their investments and to convince investors that they would be receiving their money back, would and did cover-up, and attempt to cover-up, their conspiracy and scheme to defraud by engaging in the following:

a. Falsely representing that investments with Tri-Med and TMA were profitable and earning the promised rates of return, when, in truth and in fact, as the co-conspirators then and there well knew, the investments were not earning the promised rates of return and money from later investors was being used to pay earlier investors; and

b. Providing investors with sham Assignments of Interest that falsely represented that investors had "indisputable liens" on specific civil lawsuits or insurance claims and that Tri-Med had assigned its interest in specific letters of protection to specific investors.

13. It was a further part of the conspiracy that defendant IRWIN CHARLES AGER, and other co-conspirators known and unknown to the United States Attorney, would and did fail to disclose to investors that a law firm had advised Tri-Med that its materials contained several statements that might be inaccurate or misleading, that Tri-Med should conduct a rescission offer to all prior purchasers, that Tri-Med should refrain from any advertising or general solicitation of investors, and that Florida regulators could impose sanctions, require a rescission offer, or pursue other civil or criminal remedies regarding the investments that were being offered by Tri-Med and TMA.

14. It was a further part of the conspiracy that defendant IRWIN CHARLES AGER, and other co-conspirators known and unknown to the United States Attorney, would and did receive over \$15 million from at least 200 investors, and representatives of those investors, as a result of devising and executing the conspiracy and scheme and artifice to defraud described in Count One of this Information.

15. It was a further part of the conspiracy that defendant IRWIN CHARLES AGER, and other co-conspirators known and unknown to the United States Attorney, would and did use portions of the money that was obtained as a result of devising and executing the conspiracy and scheme and artifice to defraud described in Count One of this Information for their own personal use.

16. It was a further part of the conspiracy that defendant IRWIN CHARLES AGER, and other co-conspirators known and unknown to the United States Attorney, would and did use the United States Mail and interstate wires in furtherance of the conspiracy and scheme and artifice to defraud, including by sending by United States Mail interest checks and copies of correspondence and various documents to investors located in the Middle District of Florida, by making interstate telephone calls from the Middle District of Florida to a conspirator located outside of Florida, by receiving interstate telephone calls in the Middle District of Florida from a conspirator located outside of Florida, by using interstate wires to send emails to a conspirator located outside of Florida, by using interstate wires to receive emails in the Middle District of Florida from a conspirator located outside of Florida, by using interstate wires in the Middle District of Florida to communicate with investors by telephone and email, and by causing wire transfers of funds to be made from the Tri-Med account in the Middle District of Florida to an account outside of Florida.

17. It was a further part of the conspiracy that defendant IRWIN CHARLES AGER, and other co-conspirators known and unknown to the United States Attorney, would and did perform acts and make statements to hide and conceal, and cause to be hidden and concealed, the purposes of the conspiracy and the scheme to defraud and the acts committed in furtherance thereof.

All in violation of Title 18, United States Code, Section 1349.

FORFEITURE

1. The allegations contained in Count One of this Information are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. Upon conviction of the violations alleged in Count One of this Information, the defendant, **IRWIN CHARLES AGER**, shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to said violations, including, but not limited to a money judgment in the amount of at least \$10,347,226 representing the amount of proceeds obtained by the defendant as a result of the allegations alleged in Count One of the Information.


3. If any of the property described above, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

A. LEE BENTLEY, III
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