

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

vs.

CASE NO.: 2014-001695-CI

TRI-MED CORPORATION,
TRI-MED ASSOCIATES INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER,
IRWIN AGER,
TERESA SIMMONS BORDINAT, a/k/a
TERESA SIMMONS,
and ANTHONY N. NICHOLAS, JR.,

Defendants,

TMFL HOLDINGS, LLC,

Relief Defendant

**OFR'S SUPPLEMENTAL OPPOSITION TO MOTION SEEKING RELIEF
FROM INJUNCTION FOLLOWING DISCOVERY OF DEFENDANTS' ROLE
IN BANKRUPTCY RELATED MOTIONS
AND REQUEST FOR ORDER TO SHOW CAUSE**

1. Plaintiff, State of Florida, Office of Financial Regulation ("OFR"), files this supplement to its filing of February 17, 2015, which was in opposition to the "Unaffiliated Creditors" motion seeking relief from injunction. The OFR also requests an Order to Show Cause in light of the facts set forth below.

2. The OFR's suspicions about how the Defendants and their agents have misled six investors - "unaffiliated creditors" into affiliating with the Defendants and their agents by engaging bankruptcy counsel, aligning themselves in a purported joint defense agreement with

the unregistered sales agent A.J. Brent (“Brent”), who is responsible for selling these fraudulent securities to them in the first place, and by agreeing to further sacrifice their financial well-being by likely unknowingly agreeing to be responsible for attorney fees (Exhibit I, Page 9-12). The OFR’s suspicions have increased with the discovery of the following facts (described in more detail with supporting Exhibits beginning at page 5 below):

a. Evidence indicating Defendants Jeremy Anderson and Irving Ager are directly soliciting and misleading Tri-Med investors to join in the bankruptcy, in violation of the injunction;

b. Evidence indicating the investors are being misled about the total assets held in the receivership estate;

c. Evidence that the investors are being told that they will receive all of their investment with interest if a bankruptcy is filed;

d. Evidence that Defendant Jeremy Anderson is funding attorney fees for bankruptcy counsel Anthony & Partners (hereinafter “bankruptcy counsel”) through Interventional Pain Center, PLLC (“IPC”), an entity and its affiliates that received \$960,000 in Tri-Med funds;

e. Evidence that Anderson’s conduit for these attorney fees is Tri-Med sales agent A.J. Brent, who in deposition denied knowledge of how bankruptcy counsel was being paid, despite having received wires of funds to a personal account and issuing corresponding checks to bankruptcy counsel through a different business account at a different bank;

f. Evidence that Defendant Jeremy Anderson may be funding attorney fees for Brent’s separate counsel, Jennis & Bowen, PL, through Rejuva Medical Center, LLC; and,

g. Evidence of forged signatures being attached to Joinder Motions submitted to the court by bankruptcy counsel in February 2015.

3. The above behavior is consistent with how Defendants operated Tri-Med as established by the OFR in the October 23, 2014 injunction dissolution hearing, including:

- a. Forging law firm opinion letters and attorney signatures;
- b. Creating fictitious Letters of Protection on forged attorney letterhead;
- c. Misrepresenting the use of various attorneys for advice and a CPA for audited financial statements, that each investment was backed by a major insurance company, that all investor funds would be held in trust by an attorney for purchase of medical receivables, and the existence of a letter of credit guaranteeing the investments.

4. The Defendants when given the opportunity to address the OFR's case in chief in depositions asserted their 5th Amendment privilege.

5. The Defendants when given the opportunity to address these allegations in the Injunction dissolution hearing asserted their 5th Amendment privilege or failed to participate.

6. As summarized above and as set forth in more detail below, the Defendants continue to conceal their activities that are in furtherance of their investment scheme.

7. Defendant Anderson is attempting to circumvent the factual inconsistency that he created when he maintained, in a one page filing with the Court early in the proceeding (Exhibit II) and later to investors, that Tri-Med is solvent and able to meet its obligations, while simultaneously attempting to move the allegedly solvent and liquid entity to bankruptcy, where it would be operated by Defendant Anderson's chosen manager, Bill Parkhurst, or returned to Anderson as Tri-Med's original president, in the role of a "debtor in possession" in a reorganization.

8. Sales agents like Brent and John Parker, whose recent misleading and fraudulent

activities promoting a bankruptcy are further addressed below, are driven by several self-serving motives, including their hope to avoid civil and criminal liability for the sale of unregistered securities by replacing the Receiver, who has gathered records evidencing their illicit transactions and has sued them for the return of commissions in excess of \$150,000.

9. This has resulted in Defendant Anderson, Defendant Irvin Ager, and sales agents Brent and John Parker joining forces to orchestrate a bankruptcy filing disguised as a selfless act on behalf of investors, but which perpetuates their fraudulent conduct and the permits them to continue to attempt to avoid justice.

Background Preceding OFR's Additional Discovery of Evidence

10. On February 19, 2015, bankruptcy counsel for the self-described "Unaffiliated Creditors" filed two pleadings with the Court titled Unaffiliated Creditors' Notice of Filing Joinders. These two filings identified a total of 11 Tri-Med additional investors who appear desirous of joining in an effort to obtain relief from the injunction in order to file a bankruptcy petition. Each investor appeared to have signed Joinder Motions prepared by bankruptcy counsel "as a courtesy." Eleven Joinder Motions purportedly executed by each investor were attached to two Notice of Filings. (Exhibit III and IV)

11. As indicated in the OFR's previously filed Opposition to Motion Seeking Relief from Injunction (filed 2/19/15), the OFR maintained its right and need to participate in depositions that were the subject of the Receiver's Motion to Compel Depositions. The Motion to Compel was opposed by bankruptcy counsel. Separately, undersigned counsel was conscious that the attorney-client relationship between these six investors and bankruptcy counsel might be offended by having OFR Investigators directly initiate interviews with these six investors. The OFR's initial opposition filing further identified its concerns as to whether the six investors were being re-victimized by being misled about the merits of a bankruptcy, as well as by becoming

responsible for attorney fees (as indicated in the Engagement Letter submitted to the Court by bankruptcy counsel), and maintained as follows:

...the OFR maintains that deposition enquiries at a minimum should be allowed to address whether preliminary discussions were initiated by Brent unilaterally with each individual investor outside of the presence of counsel prior to the November 5, 2014 Engagement Letter, and/or prior to the January 2, 2015 Joint Defense Agreement, and to address the substance of each communication. Such unilateral communications by Brent outside the presence of counsel possibly covering such topics as identifying details about the investors' need for legal representation, making enquires about the investors' interest in participating, providing explanations about the merits of a bankruptcy in comparison to the receivership, describing the terms and costs of an engagement of counsel, or the need for a joint defense agreement would appear well beyond the scope of protection that a subsequently entered joint defense agreement that was entered after consultation with counsel would prospectively provide. Such enquiry is relevant to a determination of whether this Court's injunction order was or is being circumvented to the detriment all investors.

12. Given that bankruptcy counsel maintained he was not representing the 11 investors who filed the Joinder Motions (hereinafter "Joinder investors"), OFR Investigators interviewed several Joinder investors during the week of February 23, 2015.

**Forged Execution of Joinder Filing for Investor Pamela Buzzell
and Involvement of Defendants Irwin Ager
and Jeremy Anderson in Buzzell's Joinder Solicitation**

13. Joinder investor Pamela Buzzell is 65 years old. Ms. Buzzell's Joinder filing indicates she invested \$40,000 in the Tri-Med investment program and appears to reflect the signature of Ms. Buzzell. (Exhibit IV, Pages 6 and 7) Ms. Buzzell was interviewed and provided a sworn statement which was recorded. (Exhibit V) A summary of additional comments made by Mr. Buzzell prior to the recording was documented by OFR Investigators in a brief report along with an e-mail provided by Ms. Buzzell with attachments. (Exhibit VI, Pages 2 and 23 - 27)

14. Ms. Buzzell indicated she was approached about a bankruptcy filing by her Tri-Med sales agent, Defendant Irwin Ager, who "...assured me that when they got to bankruptcy, if

that was approved, then they would be giving the money back to the investors.” (Exhibit V, Page 3) Ms. Buzzell also indicated Defendant Ager had also instructed her not to tell anyone he had spoken with her as he was not allowed to speak to investors. (Exhibit VI, Page 2)

15. After indicating to Defendant Ager that she was interested in the return of her funds, Ms. Buzzell received a call from “Scott,” who was to provide more details. Following discussions with “Scott,” Ms. Buzzell received an e-mail from “Scott” dated February 6, 2015. (Exhibit VI, Pages 23-27)

16. The e-mail was sent from the e-mail address takebackmylife14@gmail.com. (Exhibit VI, Page 24, 24a and 24b) This e-mail address takebackmylife14@gmail.com is a known address for Defendant Jeremy Anderson and has been used by Anderson in a recent February 13, 2015, filing in this matter. (Exhibit VII) This filing contains an executed signature for Jeremy Anderson that appears on a signature line above a three line signature block that includes the same e-mail address as used by Scott:

Jeremy Anderson
takebackmylife14@gmail.com
Pro Se Defendant.

17. The e-mail to Ms. Buzzell included a Joinder Motion for execution by Ms. Buzzell and a copy of background information about Bill Parkhurst (Exhibit VI, Page 27), a non-party whose name and background had previously been provided to several investors as the person proposed to manage Tri-Med in bankruptcy. As the court has been advised by the Receiver, the earlier mailing was previously circulated to several investors in late summer 2014

and was falsely attributed to investor McClellan.¹

18. Ms. Buzzell further indicated in her interview that following receipt of the e-mail from “Scott,” she was unable to print and execute the Joinder Motion. In a subsequent phone conversation with “Scott,” Ms. Buzzell indicated she “...gave them permission [to sign the Joinder Motion] because I had trouble with my printer, and then I was going for eye surgery and I didn’t have time to mail it...” (Exhibit V, Pages 2 and 3)

19. Absent from this authorization was any attempt by “Scott” to obtain a valid power of attorney appointment pursuant to Chapter 709, Florida Statutes, which contains specific requirements for the creation and execution of a power of attorney (in writing, notarized, witnessed) and imposes numerous fiduciary duties upon any agent who authorized to act with a power of attorney. Moreover, Chapter 709, Florida Statutes, does not authorize an agent rightfully holding power of attorney to execute a principal’s signature. Certainly, additional scrutiny would have followed if Ms. Buzzell’s signature had been signed: ***Pamela Buzzell by Scott at takebackmylife14@gmail.com, who does not hold Power of Attorney.***

20. When asked by the OFR Investigator as to whether Ms. Buzzell was “familiar with the way that the bankruptcy proceeding works,” Ms. Buzzell replied “not really.” (Exhibit V, Page 3)

21. When Ms. Buzzell was asked if she knew how much of her money was invested into Tri-Med letters of protection, she replied “100%.” When the Investigator informed her that 40% had been used immediately by Tri-Med for administrative expenses, Ms. Buzzell was surprised, asked the Investigator to repeat what had just been said, and then replied, “Well if I

¹ Mr. McClellan denies initiating the mailing. Mr. McClellan has indicated that he was told that Mr. Parkhurst was going to manage Tri-Med in bankruptcy. Mr. McClellan is now a member of the Creditors Committee established by the Receiver and no longer seeks a bankruptcy filing, after learning more details about the detriments of a bankruptcy.

had known that, I would have never given them money.” (Exhibit VI, Page 2)

Forged Execution of Joinder Filing by Robert J. Waidler

22. Joinder Investor Robert J. Waidler is 89 years old and blind. Mr. Waidler’s Joinder filing indicates he purchased a \$20,000 interest in the Tri-Med investment program. Mr. Waidler and his wife were interviewed at their mobile home in Sebring, FL. (Exhibit VIII) The Waidlers also provided a sworn statement, which was recorded. (Exhibit VI, Page 1) During the recording, Mr. Waidler had problems remembering the name of the street where he lived. (Exhibit VIII, Page 2) The Waidlers were shown a copy of the Joinder Motion purportedly signed by Mr. Waidler. (Exhibit III, Joinder Motion at Pages 7 and 8) The Waidler’s indicated they had not discussed this matter with anyone who had sought their consent to join a bankruptcy. (Exhibit VIII, Page 3 and 4) Additionally, the Waidlers stated that the signature on the Joinder Motion did not belong to Mr. Waidler; that Mr. Waidler typically does not sign his signature as he is blind; and that when his signature is needed, it is Mrs. Waidler who signs via a power of attorney. In those instances Mrs. Waidler explained that she signs using her own name and signature, not his. (Exhibit VIII, Pages 3, 4 and 5) The Waidlers further provided that they do not understand what occurs in a bankruptcy. (Exhibit VIII, Page 5)

Joinder Investor Rasmussen

23. OFR Investigators interviewed Joinder investor Eleanor Rasmussen. (Exhibit VI, Page 1 and 14 – 22) Ms. Rasmussen is 89 years old and invested \$10,000 in the Tri-Med scheme as indicated in her Joinder Motion. Ms. Rasmussen advised that she signed the Joinder Motion after being approached by her Tri-Med sales agent John Parker (“Parker”). (Exhibit VI, Page 1) Ms. Rasmussen advised that she has relied on Parker to update her as to the Tri-Med receivership and expected to talk to Parker later that day. Ms. Rasmussen advised that Parker told her that there was plenty of money to repay all of the investors, that all the money was

frozen, and that bankruptcy would be the best way for the investors to get all their money back as opposed to proceeding through an expensive receiver. (Exhibit VI, Page 1) Ms. Rasmussen advised that she wanted her money back, so she signed the Joinder Motion. Ms. Rasmussen further advised she did not understand the bankruptcy process. (Exhibit VI, Page 1)

24. Ms. Rasmussen also provided the OFR Investigators with an e-mail from Parker that forwarded a February 17, 2015 e-mail from takebackmylife14@gmail.com - Defendant Jeremy Anderson. (Exhibit VI, Pages 15 - 22). The original e-mail indicates it was forwarded to Parker by sales agent Brent on February 18, 2015, and Parker forwarded it to eight investors including Mr. Rasmussen the same day. (Exhibit VI, Page 15)

25. The original e-mail contains a misleading evaluation of the Receiver's analysis of the value of medical accounts receivable purchased by Tri-Med as contained in the Receiver's Supplemental Report to the Court on February 17, 2015. (Exhibit VI, Page 15) The complete version of the Receiver's Supplemental Report, which was not attached to the e-mail, references "face value" at Page 11 of the Report. (A Complete copy of Receiver Supplemental Report date 2/17/15 is attached as Exhibit IX.) The version of the Receiver's Report attached to the e-mail was missing pages 1 through 11 of the report, and included an illegible copy of page 12 as well as legible copies of pages 13 to 15. (Exhibit VI, Pages 16-22)

26. The e-mailed evaluation from Defendant Anderson was misleading in that it referenced the "cash value" of receivables rather than the "face value" of receivables, and further provided, "...the receiver has reconfirmed my numbers as to the cash value of the a/r in this filing, actually it is more than I actually state in the file I sent you...." (Exhibit VI, Page 15)

27. The version of the Receiver's Report attached to the e-mail did not contain Page 1-11 of the Report. These actual portions of the Report summarized the fraudulent nature of the Tri-Med scheme, set out the actual use of investor funds (only approximately \$4 million of \$16+

million investor funds were used to purchase accounts receivable), identified suits initiated against Brent and Parker, and contained the Receiver's important observation about the "face value" of Receivables at Page 12, Fn. 3: "...It is common practice for the receivables to be paid at significantly less than face value, if indeed they are ever paid, for a number of reasons..." (Exhibit IX)

Joinder Investor McChesney

28. OFR Investigators interviewed Joinder investor David McChesney. (Exhibit VI, Pages 2 and 3 - 13) Mr. McChesney is 72 years old and invested \$20,000 in the Tri-Med scheme. Mr. McChesney advised that he signed the Joinder Motion after being approached by his Tri-Med sales agent Parker. Mr. McChesney advised that he has not followed the Receiver's website but has relied on Parker to update him as to the Tri-Med receivership. (Exhibit VI, Page 2) Mr. McChesney said that Parker told him there was over \$16,500,000 in accounts receivable, and that the Receiver was not doing anything to get the money back other than using the monies for fees. (Exhibit VI, Page 2) Mr. McChesney advised that he trusted Parker and Parker told him that bankruptcy would allow all of the investors to get all of their money back with interest. (Exhibit VI, Page 2)

29. Mr. McChesney also provided OFR Investigators with e-mail updates he received from Parker. (Exhibit VI, Pages 3 - 13) One e-mail dated November 12, 2014 was titled "Jeremy Anderson's response to Receiver." (Exhibit VI, Pages 4-6) The e-mail from Parker was forwarded to McChesney and to several other persons who appear to be investors. This e-mail contained a two page attachment (Exhibit VI, Pages 5 and 6), which was a misleading analysis of the Receiver's Verified Second Interim Report filed in July 2014. In addition, Parker failed to address the outcome of the October 23, 2014 dissolution hearing, which had occurred merely 20 days prior. This e-mail was misleading for a number of reasons including the

following:

- a. #6 addressing page 6 of the Receiver's Report, Anderson provided:

... Why then did these "forensic accountants" not know exact numbers? Again, all they had to do is contact our CPA firm Kingerly Crouse and get audit [sic] financials on our company....

The OFR notes that subpoenas by the Receiver to Kingerly Crouse indicate the accounting firm performed bookkeeping work only and did not prepare audited financial statements. Moreover, no submission of audited financial statements by the Defendants in this matter has ever occurred, despite the Defendant's obligation to turn over all records belonging to the entities in receivership.

- b. #8 addressing page 8, number 9 of the Receiver's Report, Anderson provided:

... Defendants told investors Tri Med purchased LOPS from hospitals operated by HCA.....Again, I think we have proven this to be false...."

The OFR notes that it submitted evidence to the Court in its initial filings on March 4, 2014 from HCA, indicating HCA did not do business with Tri-Med. (Exhibit X) Moreover, the Defendants have not established any facts concerning Tri-Med's dealings with HCA before the October 23, 2014 dissolution hearing, during the hearing or after the hearing.

Brent's Payment of Bankruptcy Counsel's Fees on Two Occasions Coinciding With Receipt of Funds Provided by Defendant Anderson

30. The OFR has discovered that in November 2014 sales agent Brent wrote two checks to bankruptcy counsel for the six Joinder investors in the amount of \$10,000 and \$7,500, despite Brent's attempt in deposition to deny he was aware of who was paying the fees. Brent also failed in the deposition to explain the source of the funds, despite the fact that he received

funds (via depositing a check and receiving a wire from Minnesota banks) in the same amounts immediately before writing the checks. The connection of Defendant Jeremy Anderson to these funds is explained below.

31. By way of background, questions regarding who was paying bankruptcy counsel's fees were raised in the deposition of sales agent Brent on February 5, 2015. Brent denied knowing who was paying the fees and specifically denied contributing to the fees (Exhibit XI, Brent Deposition at 224- 226):

16 **Q Do you know who is paying the**
17 **Anthony & Partners fees for them to represent the**
18 **six creditors?**

19 A Not exactly.

20 **Q You say "not exactly." That means there's**
21 **something more than no. What information do you**
22 **have relevant to that?**

23 A I'm not sure if certain people
24 contributed, you know, to the fees.

25 **Q In terms of people who would have** (end of page 224)
1 **contributed to the fees, who do you think has**
2 **contributed to the fees?**

3 A Maybe some of the other salespeople.

4 **Q Have you contributed to the fees?**

5 A No.

6 **Q And the other salespeople, do you know**
7 **anyone who has contributed to the fees?**

8 A I don't have personal knowledge of it.

9 **Q Do you have any knowledge?**

10 A Hmm?

11 **Q The fact that you believe that others may**
12 **have contributed to the fees, what's that based**
13 **upon?**

14 A I don't believe that other people. Other
15 people may have.

16 **Q What do you base that on? What gives you**
17 **the feeling that others may have contributed to the**
18 **fees?**

19 A Nothing specific. Just --

20 **Q Who do you believe -- I'm sorry. Finish**
21 **answering the question.**

22 A I don't know what else to say.

23 **Q Who do you believe may have contributed to**
24 **those fees?**

25 A I don't know. (end of page 225)

1 **Q Do you know if Anderson has contributed to**
2 **the fees in any way?**

3 A Has he?

4 **Q Yes.**

5 A He may have.

6 **Q Okay. What do you base that on?**

7 A Because I believe he was trying to raise
8 money from some of the other salespeople.

9 **Q Do you know if he contributed some of his**
10 **own -- did you have a discussion with**
11 **Jeremy Anderson about that?**

12 A About what?

13 **Q Anything relating to raising monies to pay**
14 **for legal fees.**

15 A Yes. He said that he would try to get
16 some of the other people to contribute to the fees.

17 **Q Okay. And did he say who specifically?**

18 A He didn't say specifically who.

19 **Q Did he -- was he talking about**
20 **salespeople?**

21 A Yes. I believe he was.

22 **Q Did he say whether he was contributing any**
23 **money?**

24 A He may have, but -- you know, he didn't
25 have much money, but he may have contributed.

32. In contrast to Brent's sworn testimony, Brent had issued check #4406 in the amount of \$7,500 to bankruptcy counsel - "Anthony & Partners." The check was dated November 20, 2014, and indicated "TRI MED" on the "For" section of the check. (Exhibit XII) This check was issued on Brent's business checking account held at Regions Bank in the name Premier Financial Trust LLC. (Exhibit XIII)

33. In contrast to Brent's sworn testimony, Brent had deposited a check in the amount of \$7,500 on the same day (11/20/14) into a separate personal checking account held by

Brent at Regions Bank. The check was issued on an account held at a Minnesota bank by an entity named Interventional Pain Center (“IPC”). (Exhibit XIV)

34. IPC is a medical clinic located in Minnesota at 10653 Wayzata Blvd, #200, Minnetonka, Minnesota. (Exhibit XV)

35. The Receiver’s analysis of outgoing funds from Tri-Med accounts has determined that IPC received over \$950,000 in Tri-Med funds. (Exhibit XVI)

36. Defendant Jeremy Anderson is closely affiliated with IPC, although he is not a medical doctor and therefore not permitted to own a medical clinic, is closely affiliated with IPC. Defendant Anderson’s role in IPC has been summarized by the former owner of IPC in a police report filed in Minnesota. (Exhibit XVII) The report, filed by Dr. Michael Mai, alleges Anderson recruited Mai in Summer 2013 to form IPC because Anderson’s entity, Tri Med Management, Inc., a Minnesota entity operated by Anderson (Exhibit XVIII), was not doing well financially. Mai indicated in the report that Dr. Stephen Kazi also had an ownership interest with Mai in IPC, and that an individual named Chad Hill also worked at the clinic. Mai maintained in the police report that his name had been forged since September 2013.

37. Dr. Stephen Kazi has provided records establishing Tri Med Management’s “management” agreement with IPC. (Exhibit XIX) Defendant Jeremy Anderson signed the agreement on behalf of Tri Med Management, Inc., and Chad Hill signed on behalf of IPC. .

38. This same signature of Defendant Jeremy Anderson appears on numerous checks issued by Defendant Tri-Med Corporation to IPC as well as to Tri Med Management. In some instances that checks were deposited in Minnesota on the same day the checks were written against Defendant Tri-Med’s Florida bank accounts. (See Exhibit XX for examples) Defendant Anderson’s signature is also contained on a Tri Med Management Inc. bank account application. (Exhibit XXI)

39. Bank records also indicate Defendant Anderson's familiarity with the use of wire transfers. For example, bank records indicate Defendant Anderson initiated two wires totaling \$50,000 from a Minnesota IPC bank account to a friend's Grow Financial bank account in Tampa. (Exhibit XXII)

40. In attempts to trace the disposition of funds provided by Defendant Tri-Med to IPC, the Receiver subpoenaed IPC in Minnesota. This has led to the identification in a Minnesota subpoena enforcement proceeding of the names of two parties currently associated with IPC, Dr. Chad Hill and Tony In. Hill and In characterize themselves as the current Clinic Director and the current Manager of IPC, respectively. (Exhibit XXIII)

41. Based on the above recited relationships, an additional payment of \$10,000 in attorney fees by Brent to bankruptcy counsel, which occurred 14 days prior to the \$7,500 payment summarized above, is summarized below and is at odds with Brent's testimony.

42. Brent issued a check in the amount of \$10,000 to "Anthony & Partners" on November 6, 2015. (Exhibit XXIV) "TRI- MED Case" was indicated on the "For" section of the check. This check was also issued on Brent's business checking account held at Regions Bank in the name Premier Financial Trust LLC.

43. In contrast to Brent's testimony, Brent had received a wire of \$10,000 on November 5, 2014, the day before the issuance of the \$10,000 check. (Exhibit XXV) The wire originated from a Minnesota bank account held in the name of Tony In, the current manager of IPC. (Exhibit XXIII) The funds were directed to a third bank account held by Brent at Chase Bank, an account opened on March 6, 2014, the day after the Court's issuance of its initial Order Imposing Temporary Injunction, Appointment of Receiver, and Other Statutory and Ancillary Relief. (Exhibit XXVI)

44. An additional wire transfer of funds from IPC to Brent's Chase account was

made in July 2014 in the amount of \$5,000. (Exhibit XXVII).

45. Given the fund transfers and checks described above, Brent's denials of knowledge concerning contributions to payment of bankruptcy counsel are not credible.

Brent's Payment of Attorney Fees for His Bankruptcy Counsel Representation followed by Receipt of Funds Designated "For Jeremy Anderson"

46. In light of the above facts, Brent's testimony with respect to whether Jeremy Anderson was paying Brent's separate fees for the engagement of separate bankruptcy counsel - Jennis & Bowen is also in question.

47. Brent received a wire transfer of \$4,000 on February 18, 2015, from a Minnesota bank account in the name of Rejuva Medical Center. The funds were wired to Brent's Chase Bank personal checking account. (XXVIII).

48. Rejuva Medical Center, LLC ("Rejuva") is a Minnesota entity registered with the Minnesota Secretary of State on February 17, 2015, the day before the wire. (Exhibit XXIX)

49. Rejuva's corporate filing lists Tony In as its Registered Agent. (Exhibit XXIX)

50. Rejuva's corporate filing indicates a registered office address of 10652 Wayzata Blvd., Minnetonka, Minnesota (Exhibit XXIX). The address of 10652 Wayzata Blvd., however, is not listed as a property address on the Minnetonka Property Appraiser's website. (Exhibit XXX)

51. This address is one digit different than the registered address of IPC which is listed as 10653 Wayzata Blvd., #200. (Exhibit XV) This address is also listed on IPC's website. (Exhibit XXXI)

52. The \$4,000 wiring instructions contain the reference "For Jeremy Anderson." (Exhibit XXVIII).

53. Brent issued a check in the amount of \$3,000 dated January 17, 2015, to his

separate bankruptcy counsel, Jennis & Bowen, on Brent's Regions Bank checking account held in the name of Premier Financial Trust. (Exhibit XXXII). This check was deposited on February 4, 2015, the day before Brent's deposition in this matter.

54. During the deposition, Brent was asked about the source of funds used to pay Jennis & Bowen and responded as follows (Exhibit XI, Brent Deposition at 224):

**Q Who is paying your legal fees to have the
14 Jennis & Bowen firm represent you?
15 A I do.**

55. Read in conjunction with Brent's deposition testimony set forth above at Paragraph 31, this additional sworn testimony demonstrates Brent's failure to fully respond to questions as to whether Jeremy Anderson contributed to the payment of Brent's legal fees.

Conclusion and Request for Order to Show Cause

56. As bankruptcy counsel, Mr. Anthony is an officer of the Court, and it is assumed that, prior to this filing, he was not aware that Defendant Jeremy Anderson was contacting investors, providing misleading documents indicating all the funds and interest were available to investors in bankruptcy, and funding attorney fees through Brent via an entity that had received \$960,000 from Tri-Med. It is also assumed that bankruptcy counsel was unaware that he could be aiding Defendant Anderson's scheme by filing two Joinder Motions containing forged signatures.

57. Defendants Anderson and Irvin Ager and sales agents Brent and Parker should not be allowed to circumvent the Court's injunction and obstruct this Court proceeding by manipulating bankruptcy counsel, manipulating the six investors, and manipulating the Joinder investors to act as surrogates in their efforts to obtain a lifting of the injunction. The six investors' right to file bankruptcy is not what is at issue: the issue is whether Defendants Anderson and Ager and sales agents Brent and Parker will be allowed to continue the

manipulative scheme to mislead investors for their own continued benefit.

58. Either the Motion for Relief from Injunction should be denied outright based on the misconduct and obstruction of justice described above, or the Court should permit depositions of the six “unaffiliated creditors” along with depositions of any other parties associated with this most recent aspect of this ongoing scheme. Following depositions, the OFR suggests that counsel and the parties will then be in a position to provide the facts to the Court for the Court’s further evaluation of the scope of this obstruction of justice, before the Court rules on the merits of the motion to lift the injunction.

59. Based on the above facts, the OFR maintains Defendants Anderson and Irvin Ager and sales agents Brent and Parker have taken actions resulting in the obstruction of justice and have violated this Court’s injunction contained in the Court’s Order Imposing Temporary Injunction, Appointment of Receiver, and Other Statutory and Ancillary Relief dated March 5, 2014, by engaging in a continued scheme to defraud investors in violation of the following Sections of the Injunction:

- a. Section I a., enjoining further violations of Section 517.301, Florida Statutes;
- b. Section I d., enjoining any other act or acts in furtherance of or in direct violation of Chapter 517, Florida Statutes;
- c. Section VIII, conferring on the Receiver the obligation to marshal, hold, safeguard, and manage the Receivership Entities’ assets until further order from the Court;
- d. Section VIII, prohibiting “any act or thing whatsoever to interfere with the possession of or management by the Receiver of the property and assets owned, controlled, or in the possession of the Receivership Entities, or in any way

to interfere with said Receiver, or interfere in any manner during the pendency of this proceeding with the exclusive jurisdiction of this Court over the Receivership Entities; and

e. Section VIII n., which exclusively vests in the Receiver “all rights, power and authority over corporate governance of the Receivership Entities, including all rights, power and authority otherwise held by shareholders, members or directors of the Receivership Entities and specifically including the authority to file a voluntary petition under Title 11 of the United States Code.

60. Defendants Anderson and Irving Ager and sales agents Brent and Parker were served with the Order Imposing Temporary Injunction, Appointment of Receiver, and Other Statutory and Ancillary Relief dated March 5, 2014. (Exhibit XXXIII) These individuals have also demonstrated they are aware of its contents given the steps taken to circumvent its terms and conditions.

61. The OFR requests that this Court issue an Order to Show Cause why these parties should not be held in contempt for violating this injunction.

/s/ A. Gregory Melchior
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Greg.Melchior@flofr.com

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing with exhibits has been furnished by using the Florida Courts E-Filing Portal to the below parties and non-parties, and to John Leo Parker by U.S. Mail and by e-mail service, this 6th day of March, 2015.

Luke Lirot, Esq.
2240 Belleair Rd. Suite 190
Clearwater, FL 33764
luke2@lirotlaw.com
ryan@lirotlaw.com
jimmy@lirotlaw.com
Attorney for Defendants Eric Ager and Irwin Ager

Jeremy Anderson
The Hotel Ivey
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Minneapolis, MN 55403
takebackmylife14@gmail.com
Pro Se Defendant

Edwin Kagan, Esq.
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ebkagan@earthlink.net
livingston22@live.com
Attorney for Defendant Teresa Simmons Bordinat

Anthony Nicholas, Jr.
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Palm Harbor, FL 34684
anj1957@gmail.com
Pro Se Defendant

Gianluca Morello, Esq.
Michael Lamont, Esq.
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gmorello@wiandlaw.com
mlamont@wiandlaw.com
*Attorneys for Burton Wiand as Receiver of
Tri-Med Corporation and Tri-Med Associates, Inc.*

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anthonymicholas2@gmail.com
Pro Se Defendant

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eservice@anthonyandpartners.com
*Attorney for Non-Party
“Unaffiliated Creditors”*

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400 North Ashley Drive
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Attorney for Non-Party A.J. Brent

John Leo Parker
231 NE 28th Ave., Apt. 306
Ocala, FL 34470
jparker4468@yahoo.com
Pro Se Non-Party

/s/A. Gregory Melchior
A. Gregory Melchior
Assistant General Counsel

Exhibit I

ANTHONY & PARTNERS
ATTORNEYS AT LAW

DIRECT: 813-273-5066
ANTHONY@ANTHONYANDPARTNERS.COM

201 N. FRANKLIN STREET
SUITE 2800
TAMPA, FL 33602
MAIN: 813-273-5616
FAX: 813-221-4113
ANTHONYANDPARTNERS.COM

November 5, 2014

VIA E-MAIL TO ajb_tampa@yahoo.com
WITH ORIGINAL TO FOLLOW
VIA UNITED STATES MAIL

A.J. Brent
3314 Bay to Bay Boulevard
Tampa, FL 33629

VIA E-MAIL TO bob_j32@yahoo.com
WITH ORIGINAL TO FOLLOW
VIA UNITED STATES MAIL

Robert Janssen
17570 South East 27th Lane
Silver Springs, FL 34488

VIA E-MAIL TO smwood@gmail.com
WITH ORIGINAL TO FOLLOW
VIA UNITED STATES MAIL

Susan Wood
10 Poplar Court South
Homoassa, FL 34446

VIA E-MAIL TO baba_wawa_09@yahoo.com
WITH ORIGINAL TO FOLLOW
VIA UNITED STATES MAIL

William Hamilton
PO Box 2015
St. Leo, FL 33574

VIA E-MAIL TO marvinhunt2001@gmail.com
WITH ORIGINAL TO FOLLOW
VIA UNITED STATES MAIL

Marvin Hunt
8321 River Highlands Place
Tampa, FL 33617

VIA E-MAIL TO twappman1@bellsouth.net
WITH ORIGINAL TO FOLLOW
VIA UNITED STATES MAIL

Joseph Wappman
11101 Lu Wista Lane
Brooksville, FL 34601

VIA U.S. EXPRESS MAIL

Doris Hernandez
1701 W Dempsey Ave
Tampa, FL 33603

VIA U.S. EXPRESS MAIL

Nancy Issac
1412 Bates Street
Brandon, FL 33510

Re: State of Florida Office of Financial Regulation vs. Tri-Med Corporation, et al.
Pinellas County Circuit Court Case No. 2014-001695-CI (the "Receivership Case")

Dear Ladies and Gentlemen:

This letter (this "Engagement Letter") confirms that Anthony & Partners, LLC (the "Firm") has been retained by seven of you (collectively, the "Clients") and will be working with A. J. Brent (the "Primary Client Representative") to advance your interests as creditors in the above-referenced Receivership Case pending in the Sixth Judicial Circuit, in and for Pinellas County (the "State Court").

A.J. Brent
Marvin Hunt
Robert Janssen
Susan Wood
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This Engagement Letter is intended to confirm the nature and scope of this Firm's representation (this "Representation") of the Clients in connection with the efforts of each of you and the Primary Client Representative that are being undertaken at this time. This Engagement Letter is being directed to you and the Primary Client Representative, as we strive under exigent circumstances for the formulation of the combined strategy suitable to all of the Clients in both the Receivership Case and any future bankruptcy case or cases (the "Potential Reorganization") that might be initiated in the United States Bankruptcy Court for the Middle District of Florida, Tampa Division (the "Bankruptcy Court").

A. Background and Context of Contemplated Representation

With the knowledge and approval of the Clients, the Primary Client Representative has confirmed to this Firm in preparation for this Representation that the Clients have claims (collectively, the "Claims") against one (1) or more of the defendants named in the Receivership Case (together, the "Defendants"), including primarily Tri-Med Corporation (the "Potential Debtor"). The Claims are in the respective amounts:

Marvin Hunt	\$ 446,800
Susan Wood	\$ 100,000
Joseph Wappman	\$ 680,000
Doris Hernandez	\$ 75,000
William Hamilton	\$ 58,700
Nancy Issac	\$ 50,000
Robert Janssen	\$ 117,586
Total Amount	\$ 1,528,086

The Claims are impacted by the pendency of the Receivership Case, because the State of Florida (the "State") was able to prevail upon the State Court on March 5, 2014, to enter a "Order Imposing Temporary Injunction, Appointment of a Receiver, and Other Statutory and Ancillary Relief" (as modified, the "Injunction Order") pursuant to which the Potential Debtor is being administered by a fiduciary (the "Receiver"). The State initiated the Receivership Case on March 4, 2014, by filing a complaint (as amended, the "State Complaint"), that has now been amended on multiple occasions, but is rooted in the proposition that the Defendants are engaged in some manner of organized fraud. There have been other related allegations, and there are numerous affidavits and other materials of record over the past eight (8) months.

The Firm understands from initial communications with the Primary Client Representative that the following facts and circumstances provide the basis for the Representation:

1. The Clients are to your knowledge individuals who have arms' length claims as investors/creditors, and do not have unique liability issues of their own such that they would be a target of the Receiver.

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2. The Clients are concerned that the Receiver is wasting time and money, and jeopardizing the going concern value of the business, thereby reducing the likelihood that they will realize on their claims, and they would prefer to be in bankruptcy court for a number of important reasons.
3. The Court has entered an Injunction Order that among other things purports to prevent third-parties from filing an involuntary bankruptcy petition against Tri-Med et al., which seems to be unconstitutional in that it deprives citizens of access to federal courts regarding a federal question, i.e. core bankruptcy jurisdiction.

4. [REDACTED]

5. All of the Clients are aware that our Firm would be representing all of them, and that all of the Clients would be liable for aggregate fees and costs of the representation, and all would be bound to one another to maintain attorney client privilege.

6. [REDACTED]

[REDACTED]

A.J. Brent
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[REDACTED]

[REDACTED]

[REDACTED]

B. Conflict Waiver Issues

As you know, this Firm has no established relationship with any of the Clients or the Primary Client Representative. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] is prudent at the outset to identify the existence of a potential conflict of interest, even if the issue presently seems somewhat remote.

The representation of more than one client in connection with a single action presents the potential for conflicts of interest to arise. Lawyers are not without guidelines in dealing with actual and potential conflicts of interest. Specific guidelines on point are useful not only for this Firm but for the Clients to consider as this Representation is commenced:

Rule 4-1.7, Rules of the Florida Bar:

- (a) Representing Adverse Interests. Except as provided in subdivision (b), a lawyer shall not represent a client if:
 - (1) The representation of 1 client will be directly adverse to another client; or
 - (2) There is a substantial risk that the representation of 1 or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.
- (b) Notwithstanding the existence of a conflict of interest under subdivision (a), a lawyer may represent a client if:
 - (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) The representation is not prohibited by law;
 - (3) The representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal; and
 - (4) Each affected client gives informed consent, confirmed in writing or clearly stated on the record at a hearing.
- (c) Explanation to Clients. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

This Firm has determined that it is appropriate for us to proceed with this Representation in light of the totality of the circumstances presented. First, the interests of the Clients are virtually coterminous as they relate to the Claims, the Receivership Case, [REDACTED]

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Second, it would seem that we can efficiently and promptly address the common goals identified by all Clients, and any Potential Added Clients, at the same competitive rate (our lowest stated rate) that is provided in the ordinary course to the Participant Client. Third, should a dispute arise among the Clients, the agreement is that the Client(s) differing with the majority of the other Clients may drop out of the matter as to the Firm, and all privileges will be preserved.

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

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4.

[REDACTED]

In light of all the foregoing, your signature on this Engagement Letter where indicated below will confirm your informed consent to this Firm's representations of the Clients' interests. We are also asking that each of the Clients sign this Engagement Letter where indicated below to confirm agreement to the waiver, both as to all of the Clients for one another and as related to the addition of Potential Added Clients going forward. Finally, although the Primary Client Representative is not a lawyer or legal professional, is not liable in any manner for compensation and reimbursement to the Firm, and is not a holder of Claims, we are asking the Primary Client Representative to join in executing this Engagement Letter to memorialize that he affirmatively accepts responsibility for facilitating communications and instructions on behalf of the Clients in connection with the Representation. This Firm agrees to be bound accordingly as well.

C. Joint Defense/Common Interests

Under Florida law, it might be arguable that absent a contract providing to the contrary, communications directly between the Clients are discoverable at some level. In order to avoid such a result, this Engagement Letter shall constitute a joint defense agreement with respect to any and all communications relating to the Clients, the disposition of the Receivership Case and the Potential Reorganization, and the underlying business, financial, and legal aspects of the Clients' relationship in the context of the same. Accordingly:

1. It is in the mutual interest of the Clients to cooperate with each other, to share certain information, and to coordinate certain of their actions regarding the Claims, the Receivership Case, the Potential Reorganization, and any other matters relevant to the Defendants and this Representation (the "Common Interests"). This may be construed to include strategies, mental impressions, information, and documents (some of which are privileged, constitute attorney work product, are confidential, or are otherwise protected from disclosure), all such materials being defined herein as the "Joint Defense/Common Interests Materials."
2. The Clients may share and exchange the Joint Defense/Common Interests Materials in order to facilitate common claims and defenses with respect to the Common Interests. Such sharing and exchange is premised on the understanding and agreement that the Joint Defense/Common Interests Materials contained privileged, protected, and/or confidential communications and/or attorney work product.

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3. It is the desire, intention, and mutual understanding of the Clients that the exchange of the Joint Defense/Common Interests Materials is not intended to and will not waive the confidentiality of such materials or their continued protection under any applicable privilege or protection from disclosure.
4. The Clients understand and agree that the Joint Defense/Common Interests Materials (or any information derived from such materials) received by any party or its counsel, will not be disclosed to anyone other than the Clients, their outside or inside counsel, outside experts working with such counsel and their current employees without prior written consent of the party or counsel that provided the Joint Defense/Common Interests Materials at issue, except as required by law or permitted pursuant to the provisions contained herein. All such individuals permitted access to the Joint Defense/Common Interests Materials will be specifically advised of these terms and that they must abide by these terms.
5. If a non-party to this agreement requests or demands, by subpoena or otherwise, any Joint Defense/Common Interests Materials from any of the Clients or any separate counsel, that counsel will immediately notify the Clients and any separate counsel. Each counsel so notified will cooperate fully to effectuate the purposes of this agreement, and make every reasonable effort to prevent or limit the disclosure of the Joint Defense/Common Interests Materials through the assertion of the joint defense privilege, attorney-client privilege, work-product doctrine, or other applicable theories.
6. All Joint Defense/Common Interests Materials obtained pursuant to this agreement and information derived therefrom shall be used by the party receiving them solely for the purpose of investigating the allegations and preparing a defense to the Common Interests.
7. Prior to entering this agreement, each of the Clients have been fully advised by its counsel of the possibility that the other Clients may later become witnesses against that party or hold positions adverse to that Client. Each Client acknowledges that, while the precise nature of each possible conflict of interest cannot be currently identified, its counsel has informed it of the general nature of the conflicts that might arise. The joint defense/common interests privilege described above and recognized by this Engagement Letter, and any and all other applicable privileges and protections, shall not be destroyed or impaired as to any Joint Defense/Common Interests Materials exchanged pursuant to this agreement and in fact is specially preserved as to any Joint Defense/Common Interests Materials exchanged pursuant to this Engagement Letter if adversarial relationships should subsequently arise between some or all of the Clients. Furthermore, each Client expressly consents to this agreement and waives any conflict of interest that currently exists or might exist in the future between the Clients and expressly waives any right to seek the removal or withdrawal of counsel to any Client should a conflict arise in the future between any of the Clients.

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8. Any Client may withdraw from this agreement upon written notice to the other Client or its counsel. The withdrawing Client and its counsel shall immediately return all Joint Defense/Common Interests Materials without retaining copies thereof, shall certify in writing that all such materials have been returned, and shall continue to be bound by this Engagement Letter with regard to any information learned or obtained pursuant to this Engagement Letter. Any such withdrawal will be solely on a prospective basis and any Joint Defense/Common Interests Materials made available by any Client prior to the other Client's receipt of such notice shall continue to be governed by the terms of this agreement. Provided, however, that should a conflict arise between any of the Clients, any and all Joint Defense/Common Interests Materials may be used by any of the Clients in an adversarial proceeding against any other Client to this Engagement Letter.
9. The joint defense/common interests privilege described above and recognized by this agreement, and any and all other applicable privileges and protections, shall not be destroyed or impaired as to any Joint Defense/Common Interests Materials exchanged pursuant to this agreement if one or more of the Clients reaches an agreement to settle or compromise any of the claims in the Common Interests as to that Client (a "Settling Party"). Upon reaching such an agreement, the Settling Party shall withdraw from this agreement and give immediate written notice of its withdrawal to the other Client or its respective counsel, and shall promptly return to the other Client all Joint Defense/Common Interests Materials obtained pursuant to this agreement without retaining copies thereof, certifying in writing that all such Joint Defense/Common Interests Materials have been returned, and refrain from disclosing to any third party any Joint Defense/Common Interests Materials furnished pursuant to this Engagement Letter. It is further agreed that withdrawing from this agreement after reaching an agreement to settle or compromise any of the claims in the Common Interests does not relieve a Settling Party, or its agents or attorneys, from its continuing obligation under this Engagement Letter to maintain the privileged nature and confidentiality of all Joint Defense/Common Interests Materials obtained pursuant to this Engagement Letter. Notwithstanding the foregoing, the Settling Party need not withdraw from this agreement if the other Clients consent to have the Settling Party remain a party to this agreement.
10. Nothing in this Engagement Letter obligates any party or any other respective counsel to share any privileged or confidential materials or information with any other Client, counsel, or anyone else.
11. Nothing in this Engagement Letter precludes any Client or its respective counsel from disclosing the Client's own documents or information to anyone regardless of whether such documents or information have previously been distributed to the other Client as Joint Defense/Common Interests Materials.

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12. The Clients agree that the existence of this agreement or this joint defense shall not be used by them in any litigation or otherwise, except to enforce the terms thereof or to prove the continued existence of any privilege, and neither the existence of this agreement nor the exchange of Joint Defense/Common Interests Materials or other information pursuant hereto shall constitute waiver of the attorney-client privilege, work-product doctrine, or any other applicable privilege or protection that exists for information not shared by the Clients in any dispute between either of the Clients. Furthermore, should either Client share any of the Joint Defense/Common Interests Materials in violation of this agreement or waive any privilege or protection that exists without the consent of the other Client, such waiver shall not be deemed a waiver of any privilege or protection by the other Client and any such privilege shall remain in place.
13. Nothing in this agreement precludes either Client or its respective separate counsel from seeking any materials or information by any legal means such party or counsel would otherwise be entitled to pursue.
14. None of the Clients nor the Primary Client Representative know of any fact, circumstance, event, or condition that places any of the Clients in any actual or potential controversy with one another that might complicate the application of the Joint Defense/Common Interests issues inherent in this portion of the Engagement Letter.
15. The Clients agree with the Firm and the Primary Client Representative that no Potential Added Clients will be added as Clients without confirming that their addition will not in any material way complicate the current application of this Joint Defense/Common Interests provision of this Engagement Letter.

The provisions of this section are to be read in pari materia with the balance of this Engagement Letter to give the broadest possible protection and confidentiality to communications between the Clients relating to the subject matter of this Representation, regardless of the application of any other privilege cognizable under chapter 90 of Florida Statutes or otherwise.

D. Terms of Engagement

I am the primary attorney responsible for the services provided to you by this Firm. However, I will be assisted by other Firm lawyers, legal assistants, and law clerks to the extent appropriate and you will be charged for the work performed by them and by me. We are proud of our team, and will attempt at every opportunity to involve you, in advance, on all future staffing decisions. A resume of our Firm is enclosed herewith, and you can find out more about our Firm by visiting our website at www.anthonypartners.com.

Our fees in this Representation will be tied to the current hourly rates of the lawyers performing services for you. The standard billing rate for our professionals ranges from \$90 to \$450. This Firm

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periodically adjusts the billing rates of its lawyers and legal assistants to reflect the augmentation of their ability, experience, and reputation, and to account for economic facts. [REDACTED]

[REDACTED] We do not currently anticipate the involvement of other Firm timekeepers in this Representation; however, we will address with the Clients any recommendation involving any meaningful change of staffing contemplated herein.

In addition to the Clients' obligation for fees, they will be required to reimburse this Firm for all costs incurred in connection with this Representation. Chargeable costs include expenses or disbursements for the following: travel; lodging; document duplication; courier and messenger services; long distance telephone tolls; user fees for computer research; fees paid to experts, court reporters, and other third parties; filing, recording, certification, and registration fees; postage in excess of first-class rate for an ordinary letter; and other extraordinary costs necessitated by the Clients' demand.

The value of our services in this Representation will be determined by the amount of time required to perform them; however, not every hour of our time is worth the same. Factors affecting the value of services include the following: the importance of the matter and the results obtained; the novelty and difficulty of the relevant legal issues; the expertise required by the matter; the likelihood that representation will preclude other employment; the fee customarily charged by similarly skilled lawyers rendering comparable services in the Tampa Bay area; the time constraints imposed by either you or attendant circumstances; and the nature and duration of our professional relationship. Legal issues and factual conclusions that may impact the length and complexity of this representation have been discussed, and are treated herein as well. Unless fees are actually disputed by the Clients at some future date, this Firm will not seek an enhancement under these principles. It may however, in its sole discretion, discount fees in recognition of one or more of the foregoing factors.

E. Billing and Collection Practices

[REDACTED]

ANTHONY & PARTNERS, LLC

A.J. Brent
Marvin Hunt
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On or before November 10, 2014, and on a monthly basis for so long as the Representation is ongoing, this Firm will send the Primary Client Representative regular monthly statements for services rendered and costs incurred during the preceding month. Copies of the same can also be distributed by this Firm to all Clients that provide us with e-mail contact information. Monthly statements will generally be issued on or before the tenth (10th) day of the month. The Primary Client Representative should contact me directly if you do not receive a statement as expected. Payment of each statement is due in full upon receipt and becomes delinquent if not paid within ten (10) days after its date.

Reimbursement of the Initial Retainer must be received by this Firm in care of its accounts receivable department by the last day of each month in which an invoice is transmitted. If the Clients object to the amount of any invoice, they agree to do so in writing delivered to me via telecopier, certified mail, federal express, or some other medium other than the United States mail, so that there will be proof of transmission and receipt. If I do not personally receive any written objections signed by the Primary Client Representative and/or any of the Clients regarding a given invoice, within ten (10) days from the date of issuance of the invoice, they agree that the balance of the invoice is acceptable, without dispute, is valid, and will be paid. We would be pleased to respond promptly to any questions, comments, and corrections regarding any invoice so that we will always maintain understanding as to the circumstances under which we are proceeding. Upon notification of a delinquency, and the Clients' failure to cure within ten (10) days thereafter, this Firm will cease work on this Representation, and the Clients shall be required to govern yourself accordingly, without relying upon this Firm, and without further notice.

If collection of a delinquent account in this Representation becomes necessary, as a result of a delinquency in excess of fifty (50) days, the Clients will become obligated to pay all costs of collecting a delinquent statement (including legal fees incurred for trial, appellate, bankruptcy, and judgment-execution proceedings), plus interest on the unpaid balance of the delinquent statement, from the date when it became fifty (50) days delinquent until it is paid, at a rate of 1½% per month. This Firm reserves the right to increase the required retainer balance in connection with the Representation if there is a delinquency in excess of fifty (50) days, as a condition of continuing. However, we reserve the right to request the funding of a retainer in an amount reasonably calculated to cover this Firm going forward in the event that billing issues and payments delays arise going forward.

Under Florida common law, and under the terms of this Engagement Letter, the Firm asserts a charging lien and an attorney's lien to secure any unpaid claim for compensation and reimbursement for the Representation, in (a) the entire file, all privileged materials, all mental impressions, all work product, and everything utilized or generated by the Firm in furtherance of the Representation, such that the Firm will not be required to deliver, share, permit copying, testify, summarize, or otherwise disclose the result of its efforts unless or until such time as the Firm has been compensated and reimbursed for the same, and (b) the Claims themselves, and either the State Court or if applicable the Bankruptcy Court shall have jurisdiction to determine the scope and extent of any lien created to secure compensation and reimbursement to the Firm from the distribution of the Claims. The relaxation of billing and collection entitlements under this Engagement Letter shall not be construed as a waiver of the same.

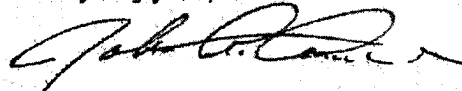
ANTHONY & PARTNERS, LLC

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This Engagement Letter provides this Firm with extensive rights and remedies in the event of the Clients' non-payment or delinquent payment; however, this Firm may elect to refrain from using some or even all of its rights and remedies. No forbearance by this Firm, from asserting any such right or remedy shall be construed under any circumstances as a waiver of this Firm's right to insist upon complete performance under this agreement at any future time. Notwithstanding that this Firm has drafted this Engagement Letter, and that this Firm and you appear to modify performance terms so as to accommodate the Clients in the future, the Clients understand that this Firm will continue to rely upon each and every aspect in this agreement in representing the Clients prospectively.

The foregoing Engagement Letter is intended to govern our relationship indefinitely, but subject to the rights of either this Firm or the Clients to modify or terminate these provisions at any time. We appreciate the opportunity to represent the Clients, and look forward to a mutually beneficial relationship. Please acknowledge acceptance of these terms of engagement on behalf of the Clients.

Very truly yours,



John A. Anthony

JAA/cee
Enclosure

Accepted and agreed this _____ day of November, 2014.

Accepted and agreed this _____ day of November, 2014.

By: _____
A.J. BRENT

By: _____
MARVIN HUNT

WITNESS: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

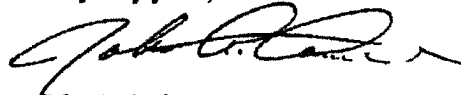
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Very truly yours,


John A. Anthony

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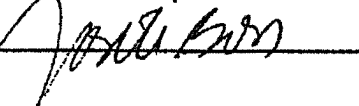
Accepted and agreed this 5th day of November, 2014. Accepted and agreed this _____ day of November, 2014.

By: 
A.J. BRENT

By: _____
MARVIN HUNT

WITNESS: 

WITNESS: _____

WITNESS: 

WITNESS: _____

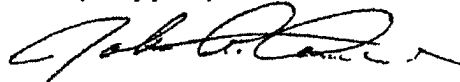
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Very truly yours,



John A. Anthony

JAA/cee
Enclosure

Accepted and agreed this _____ day of November, 2014.

By: _____
A.J. BRENT

WITNESS: _____

WITNESS: _____

Accepted and agreed this 10 day of November, 2014.

By: _____
MARVIN HUNT

WITNESS: _____

WITNESS: _____

ANTHONY & PARTNERS, LLC

A.J. Brent
Marvin Hum
Robert Janssen
Susan Wood
Joseph Wappman
Doris Hernandez
William Hamilton
Nancy Issac
November 5, 2014
Page 13

Accepted and agreed this _____ day of November, 2014.

By: _____
SUSAN WOOD

WITNESS: _____

WITNESS: _____

Accepted and agreed this _____ day of November, 2014.

By: _____
JOSEPH WAPPMAN

WITNESS: _____

WITNESS: _____

Accepted and agreed this _____ day of November, 2014.

By: _____
NANCY ISSAC

WITNESS: _____

WITNESS: _____

Accepted and agreed this _____ day of November, 2014.

By: _____
DORIS HERNANDEZ

WITNESS: _____

WITNESS: _____

Accepted and agreed this _____ day of November, 2014.

By: William Hamilton
WILLIAM HAMILTON

WITNESS: Rebecca Walbridge

WITNESS: Rebecca Walbridge

Accepted and agreed this _____ day of November, 2014.

By: _____
ROBERT JANSSEN

WITNESS: _____

WITNESS: _____

ANTHONY & PARTNERS, LLC

A.J. Brent
Marvin Hunt
Robert Janssen
Susan Wood
Joseph Wappman
Doris Hernandez
William Hamilton
Nancy Issac
November 5, 2014
Page 13

Accepted and agreed this ____ day of November, 2014.

By: _____
SUSAN WOOD

WITNESS: _____

WITNESS: _____

Accepted and agreed this 7 day of November, 2014.

By: Joseph Wappman
JOSEPH WAPPMAN

WITNESS: Mammy J. Dove

WITNESS: Dorinda Wappman

Accepted and agreed this ____ day of November, 2014.

By: _____
NANCY ISSAC

WITNESS: _____

WITNESS: _____

Accepted and agreed this ____ day of November, 2014.

By: _____
DORIS HERNANDEZ

WITNESS: _____

WITNESS: _____

Accepted and agreed this ____ day of November, 2014.

By: _____
WILLIAM HAMILTON

WITNESS: _____

WITNESS: _____

Accepted and agreed this ____ day of November, 2014.

By: _____
ROBERT JANSSEN

WITNESS: _____

WITNESS: _____

STATE OF CALIFORNIA

A.J. Brent
Marvin Hunt
Robert Janssen
Susan Wood
Joseph Weppman
Doris Hernandez
William Hamilton
Nancy Issac
November 5, 2014
Page 13

Accepted and agreed this 12 day of November, 2014.

By: Susan M. Wood
SUSAN WOOD

WITNESS: [Signature]

WITNESS: [Signature]

Accepted and agreed this ____ day of November, 2014.

By: _____
JOSEPH WAPPMAN

WITNESS: _____

WITNESS: _____

Accepted and agreed this ____ day of November, 2014.

By: _____
NANCY ISSAC

WITNESS: _____

WITNESS: _____

Accepted and agreed this ____ day of November, 2014.

By: _____
DORIS HERNANDEZ

WITNESS: _____

WITNESS: _____

Accepted and agreed this ____ day of November, 2014.

By: _____
WILLIAM HAMILTON

WITNESS: _____

WITNESS: _____

Accepted and agreed this ____ day of November, 2014.

By: _____
ROBERT JANSSEN

WITNESS: _____

WITNESS: _____

ANTHONY & PARTNERS, LLC

A.J. Brent
Marvin Hunt
Robert Janssen
Susan Wood
Joseph Wappman
Doris Hernandez
William Hamilton
Nancy Issac
November 5, 2014
Page 13

Accepted and agreed this _____ day of November, 2014. Accepted and agreed this _____ day of November, 2014.

By: _____
SUSAN WOOD

By: _____
JOSEPH WAPPMAN

WITNESS: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

Accepted and agreed this 7th day of November, 2014. Accepted and agreed this _____ day of November, 2014.

By: Nancy Issac
NANCY ISSAC ISAAC

By: _____
DORIS HERNANDEZ

WITNESS: [Signature]

WITNESS: _____

WITNESS: [Signature]

WITNESS: _____

Accepted and agreed this _____ day of November, 2014. Accepted and agreed this _____ day of November, 2014.

By: _____
WILLIAM HAMILTON

By: _____
ROBERT JANSSEN

WITNESS: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

ANTHONY & PARTNERS, LLC

A.J. Brent
Marvin Hunt
Robert Janssen
Susan Wood
Joseph Wappman
Doris Hernandez
William Hamilton
Nancy Issac
November 5, 2014
Page 13

Accepted and agreed this _____ day of November, 2014.

By: _____
SUSAN WOOD

WITNESS: _____

WITNESS: _____

Accepted and agreed this ~~30~~ day of November, 2014.

By: _____
JOSEPH WAPPMAN

WITNESS: _____

WITNESS: _____

Accepted and agreed this _____ day of November, 2014.

By: _____
NANCY ISSAC

WITNESS: _____

WITNESS: _____

Accepted and agreed this 7th day of November, 2014.

By: Doris Hernandez
DORIS HERNANDEZ

WITNESS: June V Roca

WITNESS: Mariela Cruz

Accepted and agreed this _____ day of November, 2014.

By: _____
WILLIAM HAMILTON

WITNESS: _____

WITNESS: _____

Accepted and agreed this _____ day of November, 2014.

By: _____
ROBERT JANSSEN

WITNESS: _____

WITNESS: _____

Exhibit II

IN THE CIRCUIT COURT OF THE
SIXTH JUDICIAL CIRCUIT IN AND FOR
PINELLAS COUNTY, FLORIDA

STATE OF FLORIDA, OFFICE OF
FINANCIAL REGULATION,

Plaintiff

v.

TRI-MED CORPORATION,
TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
and TERESA SIMMONS BORDINAT, a/k/a
TERESA SIMMONS,

CIVIL DIVISION

CASE NO.: 14-001695-CI

Defendants.

NOTICE OF FILING ACCOUNTINGS IN ACCORDANCE WITH COURT'S ORDER

Defendants JEREMY ANDERSON ("Anderson") and ANTHONY N. NICHOLAS, III, ("Nicholas") (collectively, the "Defendants") by and through their undersigned counsel, and pursuant to this Court's *Order Imposing Temporary Injunction, Appointment of Receiver, And Other Statutory And Ancillary Relief* dated March 5, 2014 (the "Order"), give notice of filing the following documents prepared in accordance with Section V. of the Order:

1. Accounting of Personal Assets of Anthony N. Nicholas, III, prepared by Nicholas, attached as **Exhibit 1** hereto;
2. Accounting of Personal Assets of Jeremy Anderson, prepared by Anderson, attached as **Exhibit 2** hereto; and,

3. Accounting of Investor Assets of Tri-Med Corporation, prepared by Defendants, attached as **Exhibit 3** hereto.

In light of the short time constraints permitted for this filing, the Defendants reserve all rights to amend and supplement these statements.

Date: March 14, 2014

/s/ Jason L. Margolin

STEVEN R. WIRTH

Florida Bar No.: 170380

JASON L. MARGOLIN

Florida Bar No.: 069881

AKERMAN LLP

401 E. Jackson Street, Suite 1700

Tampa, Florida 33602

(813) 233-7333 Telephone

(813) 233-2837 Facsimile

Primary Email: jason.margolin@akerman.com

Secondary: julie.johnson@akerman.com

- and -

JONATHAN S. ROBBINS

Florida Bar No.: 989428

AKERMAN LLP

Las Olas Center II, Suite 1600

350 East Las Olas Boulevard

Fort Lauderdale, FL 33301-2999

(954) 463-2700 Telephone

(954) 463-2224 Facsimile

Primary Email: jonathan.robbins@akerman.com

Secondary: ruby.reid@akerman.com

Attorneys for Defendants Jeremy Anderson and Anthony N. Nicholas, III

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing was served by mail or electronic mail to:

Douglas M. Holcomb, Esquire
State of Florida
Office of Financial Regulation
400 West Robinson Street, Suite S-225
Orlando, FL 32801-1799
douglas.holcomb@flofr.com

Burton W. Wiand, Esq.
Gianluca Morello
Wiand Guerra King
5505 W. Gray Street
Tampa, FL 33609
bwiaand@wiandlaw.com
gmorello@wiandlaw.com

Eric Ager
2891 Endicott Ct.
Clearwater, FL 33761

Teresa Bordinat a/k/a Teresa Simmons
1424 Shadwell Cir.
Lake Mary, FL 32746

Irwin Ager
1424 Shadwell Cir.
Lake Mary, FL 32746

Tri Med Corporation
34931 U.S. Highway 19
Suite 104
Palm Harbor, FL 34684

this 14th day of March, 2014.

/s/ Jason L. Margolin

Attorney

Accounting of Investor Funds of Tri-Med Corporation

Exhibit 3

Client Investments		Client Investments & Expense Distribution				40% Expenses and Overhead	
Description	Investment 100%	Working Capital 60%	13% Mgmt Expense	Current Reserve (Avg Int 33%/2 years)	Overhead 5%	Mkt Office Expense 4.5%	Gen Office Expense 4.5%
Total Investments contracted	\$ 16,454,037.21	\$ 9,872,782.33	\$ 2,139,102.84	\$ 2,139,102.84	\$ 822,731.86	\$ 740,458.67	\$ 740,458.67
Current Balance (approx)					\$ 200,000.00	\$ 92,699.61	\$ 464,108.77
							\$ 6,581,854.88

Medical AR Purchases		Projected Settle Values	
Description	Med Purchase Values	Buy Avg % rate of Retail	Avg Set % Rate of Retail
Medical Buys Since Inception	\$ 4,334,123.20	0.3	0.55
IPC (Recent, past few months)	\$ 817,689.00	0.45	0.75
ESC (Recent, past few months)	\$ 880,259.42	0.3	0.55
100%	\$ 6,032,071.62		

Real Estate & Intellectual Properties		Comments	
Description	Current Non-Medical properties	Props bought & sold	Props never bought
Five Properties	\$ 569,228.50	\$ 589,066.30	\$ 3
Gen Petersen		\$ 120,000.00	\$ 57,000.00
St Vincent		\$ 250,000.00	N/A
Woodbridge Pkwy		\$ 100,000.00	N/A
Bentley Park		\$ 100,000.00	N/A
Software Costs of Vitum	\$ 450,000.00		
Total Non-Medical properties	\$ 1,019,428.50		

Bank Accounts		Comments	
Description	Bank Account Values	Approximate funds being held	Tri-Med Corp in both the Wild, Fargo and Regions Accts
Liquid cash	\$ 4,550,000.00	Cash being held in other accounts for the purchase of invest real estate props. Properties purchase never completed... Money to be returned	
Cash Held in other accts	\$ 350,000.00	Appropriate funds being held in Aty Marlowe's Trust Acct...	
Aty Marlowe trust	\$ 210,000.00	Settlement money by a 1st "receiver of funds" ... Arms are in dispute. After arms are verified, money to be returned to Tri-Med's Settlement trust acct	
Aty Stoyon Trust	\$ 100,000.00	Settlement money by a 2nd "receiver of funds" ... After amounts are verified, money to be returned to the Tri-Med's Settlement trust acct	
Charlie Concas acct	\$ 200,000.00		
Total cash available	\$ 5,410,000.00		
Customer Interest Reserve	\$ (1,353,217.06)		
Cash available to invest	\$ 4,056,782.94		

Settlements and Settlement Payouts		Held in accts	
Description	Direct to clients	Aty Marlowe Trust	Aty Stoyon Trust
Stoyon Settlements	\$ 260,750.00	\$ 100,000.00	\$ 100,000.00
Concas Settlements	\$ 277,350.00	\$ 200,000.00	\$ 200,000.00
Tri-Med Settlements	\$ 453,480.76	\$ 253,491.55	\$ 253,491.55
100%	\$ 991,580.76	\$ 553,491.55	\$ 553,491.55

Total Assets		Projected Settle Values	
Description	Current Value	Medical AR Purchases	Non-Medical Properties
Medical AR Purchases	\$ 6,032,071.62	\$ 10,922,516.47	\$ 1,900,000.00
Non-Medical Properties	\$ 1,019,428.50	\$ 1,900,000.00	\$ 168,400.00
Outstanding Loans	\$ 137,000.00	\$ 5,410,000.00	\$ 5,410,000.00
Total cash available	\$ 5,410,000.00	\$ 18,000,516.47	\$ 18,000,516.47
Total Assets	\$ 12,599,500.12		

24 Clients totally settled out \$ 537,400.00 This value is part of the above settlement figures and not an addition to...

Exhibit III

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION

Plaintiff,

vs.

CASE NO.: 14-CA-001695

TRI-MED CORPORATION,
TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT a/k/a
TERESA SIMMONS, and
ANTHONY N. NICHOLAS, JR.,

Defendants.

UNAFFILIATED CREDITORS' NOTICE OF FILING JOINDERS

PLEASE TAKE NOTICE THAT Marvin Hunt, Joseph Wappman, Susan Wood, Doris Hernandez, William Hamilton, and Nancy Issac (collectively, the "Unaffiliated Creditors"), by and through their undersigned attorneys, hereby provide notice of the filing of the attached "Joinder in Motion of Unaffiliated Creditors for Partial Relief from Injunction Orders" (the "Joinder"):

1. Joinder of Norbert Habermehl, a creditor having a claim in the amount of \$60,000;
2. Joinder of Robert J. Waidler, a creditor having a claim in the amount of \$20,000;
3. Joinder of David McChesney, a creditor having a claim in the amount of \$20,000;
4. Joinder of David Mancilla, a creditor having a claim in the amount of \$20,000;
5. Joinder of Mary Burych, a creditor having a claim in the amount of \$20,000;

6. Joinder of Paul Mertz, a creditor having a claim in the amount of \$20,000;
 7. Joinder of James McHenry, a creditor having a claim in the amount of \$10,000;
 8. Joinder of Audrey Sullivan, a creditor having a claim in the amount of \$15,000;
- and
9. Joinder of Armand L. Fortin, a creditor having a claim in the amount of \$76,050.

/s/ John A. Anthony

JOHN A. ANTHONY, ESQUIRE

Florida Bar No. 0731013

ALLISON C. DOUCETTE, ESQUIRE

Florida Bar Number: 0085577

Anthony & Partners, LLC

201 N. Franklin Street, Suite 2800

Tampa, FL 33602

Telephone: (813) 273-5616

Facsimile: (813) 221-4113

Attorneys for Unaffiliated Creditors

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided via electronic transmission and/or regular U.S. Mail on February 19, 2015, to the following:

Gianluca Morello, Esquire
Wiand Guerra King PL
5505 West Gray Street
Tampa, FL 33609

Luke Charles Lirot, Esquire
Luke Charles Lirot, PA
2240 Belleair Road, Suite 190
Clearwater, FL 33764

Edwin B. Kagan, Esquire
2709 Rocky Point Drive
Suite 102
Tampa, FL 33607

William A. Borja, Esquire
600 Bypass Drive, Suite 119
Clearwater, FL 33764

Douglas M. Holcomb, Esquire
400 West Robinson Street, Suite 225
Orlando, FL 32801

A. Gregory Melchior, Esquire
1313 Tampa Street, #615
Tampa, FL 33602

Jeremy Anderson
The Hotel Ivy
201 South 11th Street, #1520
Minneapolis, MN 55403

Anthony N. Nicholas, III
3520 Woodridge Parkway
Palm Harbor, FL 34684

Anthony N. Nicholas, Jr.
3520 Woodridge Parkway
Palm Harbor, FL 34684

/s/ John A. Anthony
ATTORNEY

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION

Plaintiff,

Vs.

CASE NO.: 14-CA-001695

TRI-MED CORPORATION,
TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT a/k/a
TERESA SIMMONS, and
ANTHONY N. NICHOLAS, JR.,

Defendants.

**JOINDER IN MOTION OF UNAFFILIATED CREDITORS
FOR PARTIAL RELIEF FROM INJUNCTION ORDERS**

The undersigned creditor (the "Joining Creditor") of Tri-Med Corporation ("Tri-Med"), hereby represents that the Joining Creditor possesses a claim against Tri-Med in the approximate amount of \$60,000, and as Joining Creditor joins in the "Motion of Unaffiliated Creditors for Partial Relief from Injunction Orders" (the "Relief from Injunction Motion") filed by Marvin Hunt, Joseph Wappman, Susan Wood, Doris Hernandez, William Hamilton, and Nancy Issac (collectively, the "Unaffiliated Creditors"), on November 26, 2014, seeking relief from two (2) orders of this Court that prohibit a voluntary or involuntary chapter 11 or chapter 7 bankruptcy filing against or by Tri-Med (the "Injunction Orders"), and granting Burton Wiand (the "Receiver") broad authority inconsistent with the best interests of the Joining Creditor, it being noted in all of the forgoing regards that the Joining Creditor is pro se, has not retained any law firm for representation in this matter, but has utilized this form as prepared by the Unaffiliated

Creditors' counsel as a courtesy without undertaking additional responsibility for representation.

Joining Creditor, pro se

Name Norbert Habermehl

Address 551 Lanyard Lane

Debary, Florida 31713

Signature 

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided via electronic transmission and/or regular U.S. Mail on December __, 2014, to the following:

Gianluca Morello, Esquire
Burton Wiand, Esquire
Wiand Guerra King PL
5505 West Gray Street
Tampa, FL 33609

Luke Charles Lirot, Esquire
Luke Charles Lirot, PA
2240 Belleair Road, Suite 190
Clearwater, FL 33764

Edwin B. Kagan, Esquire
2709 Rocky Point Drive
Suite 102
Tampa, FL 33607

William A. Borja, Esquire
600 Bypass Drive, Suite 119
Clearwater, FL 33764

Douglas M. Holcomb, Esquire
400 West Robinson Street, Suite 225
Orlando, FL 32801

A. Gregory Melchior, Esquire
1313 Tampa Street, #615
Tampa, FL 33602

Jeremy Anderson
The Hotel Ivy
201 South 11th Street, #1520
Minneapolis, MN 55403

Anthony N. Nicholas, III
3520 Woodridge Parkway
Palm Harbor, FL 34684

Anthony N. Nicholas, Jr.
3520 Woodridge Parkway
Palm Harbor, FL 34684

John A. Anthony, Esquire
Anthony & Partners, LLC
201 N. Franklin St., Suite 2800
Tampa, FL 33602

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION

Plaintiff,

Vs.

CASE NO.: 14-CA-001695

TRI-MED CORPORATION,
TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT a/k/a
TERESA SIMMONS, and
ANTHONY N. NICHOLAS, JR.,

Defendants.

**JOINDER IN MOTION OF UNAFFILIATED CREDITORS
FOR PARTIAL RELIEF FROM INJUNCTION ORDERS**

The undersigned creditor (the "Joining Creditor") of Tri-Med Corporation ("Tri-Med"), hereby represents that the Joining Creditor possesses a claim against Tri-Med in the approximate amount of \$ 20,000.00, and as Joining Creditor joins in the "Motion of Unaffiliated Creditors for Partial Relief from Injunction Orders" (the "Relief from Injunction Motion") filed by Marvin Hunt, Joseph Wappman, Susan Wood, Doris Hernandez, William Hamilton, and Nancy Issac (collectively, the "Unaffiliated Creditors"), on November 26, 2014, seeking relief from two (2) orders of this Court that prohibit a voluntary or involuntary chapter 11 or chapter 7 bankruptcy filing against or by Tri-Med (the "Injunction Orders"), and granting Burton Wiand (the "Receiver") broad authority inconsistent with the best interests of the Joining Creditor, it being noted in all of the forgoing regards that the Joining Creditor is pro se, has not retained any law firm for representation in this matter, but has utilized this form as prepared by the Unaffiliated

Creditors' counsel as a courtesy without undertaking additional responsibility for representation.

Joining Creditor, pro se

Name Robert J. Waidler

Address 1046 Carefree Pky.

Sebring, FL 33872

Signature Waidler, Robert J.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided via electronic transmission and/or regular U.S. Mail on December __, 2014, to the following:

Gianluca Morello, Esquire
Burton Wiand, Esquire
Wiand Guerra King PL
5505 West Gray Street
Tampa, FL 33609

Luke Charles Lirot, Esquire
Luke Charles Lirot, PA
2240 Belleair Road, Suite 190
Clearwater, FL 33764

Edwin B. Kagan, Esquire
2709 Rocky Point Drive
Suite 102
Tampa, FL 33607

William A. Borja, Esquire
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**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION

Plaintiff,

Vs.

CASE NO.: 14-CA-001695

TRI-MED CORPORATION,
TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT a/k/a
TERESA SIMMONS, and
ANTHONY N. NICHOLAS, JR.,

Defendants.

**JOINDER IN MOTION OF UNAFFILIATED CREDITORS
FOR PARTIAL RELIEF FROM INJUNCTION ORDERS**

The undersigned creditor (the "Joining Creditor") of Tri-Med Corporation ("Tri-Med"), hereby represents that the Joining Creditor possesses a claim against Tri-Med in the approximate amount of \$20,000.00, and as Joining Creditor joins in the "Motion of Unaffiliated Creditors for Partial Relief from Injunction Orders" (the "Relief from Injunction Motion") filed by Marvin Hunt, Joseph Wappman, Susan Wood, Doris Hernandez, William Hamilton, and Nancy Issac (collectively, the "Unaffiliated Creditors"), on November 26, 2014, seeking relief from two (2) orders of this Court that prohibit a voluntary or involuntary chapter 11 or chapter 7 bankruptcy filing against or by Tri-Med (the "Injunction Orders"), and granting Burton Wiand (the "Receiver") broad authority inconsistent with the best interests of the Joining Creditor, it being noted in all of the forgoing regards that the Joining Creditor is pro se, has not retained any law firm for representation in this matter, but has utilized this form as prepared by the Unaffiliated

Creditors' counsel as a courtesy without undertaking additional responsibility for representation.

Joining Creditor, pro se

Name DAVID McCHESNEY

Address 4025 N.E. 18TH ST.

Ocala, FL. 34470

Signature David McChesney

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided via electronic transmission and/or regular U.S. Mail on December __, 2014, to the following:

Gianluca Morello, Esquire
Burton Wiand, Esquire
Wiand Guerra King PL
5505 West Gray Street
Tampa, FL 33609

Luke Charles Lirot, Esquire
Luke Charles Lirot, PA
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Palm Harbor, FL 34684

John A. Anthony, Esquire
Anthony & Partners, LLC
201 N. Franklin St., Suite 2800
Tampa, FL 33602

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION

Plaintiff,

Vs.

CASE NO.: 14-CA-001695

TRI-MED CORPORATION,
TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT a/k/a
TERESA SIMMONS, and
ANTHONY N. NICHOLAS, JR.,

Defendants.

**JOINDER IN MOTION OF UNAFFILIATED CREDITORS
FOR PARTIAL RELIEF FROM INJUNCTION ORDERS**

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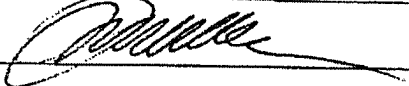
Creditors' counsel as a courtesy without undertaking additional responsibility for representation.

Joining Creditor, pro se

Name David Mancilla

Address 10909 Autumn Oak Place

Tampa, Florida 33618

Signature 

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided via electronic transmission and/or regular U.S. Mail on December __, 2014, to the following:

Gianluca Morello, Esquire
Burton Wiand, Esquire
Wiand Guerra King PL
5505 West Gray Street
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400 West Robinson Street, Suite 225
Orlando, FL 32801

A. Gregory Melchior, Esquire
1313 Tampa Street, #615
Tampa, FL 33602

Jeremy Anderson
The Hotel Ivy
201 South 11th Street, #1520
Minneapolis, MN 55403

Anthony N. Nicholas, III
3520 Woodridge Parkway
Palm Harbor, FL 34684

Anthony N. Nicholas, Jr.
3520 Woodridge Parkway
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John A. Anthony, Esquire
Anthony & Partners, LLC
201 N. Franklin St., Suite 2800
Tampa, FL 33602

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION

Plaintiff,

Vs.

CASE NO.: 14-CA-001695

TRI-MED CORPORATION,
TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT a/k/a
TERESA SIMMONS, and
ANTHONY N. NICHOLAS, JR.,

Defendants.

**JOINDER IN MOTION OF UNAFFILIATED CREDITORS
FOR PARTIAL RELIEF FROM INJUNCTION ORDERS**

The undersigned creditor (the "Joining Creditor") of Tri-Med Corporation ("Tri-Med"), hereby represents that the Joining Creditor possesses a claim against Tri-Med in the approximate amount of \$20,000, and as Joining Creditor joins in the "Motion of Unaffiliated Creditors for Partial Relief from Injunction Orders" (the "Relief from Injunction Motion") filed by Marvin Hunt, Joseph Wappman, Susan Wood, Doris Hernandez, William Hamilton, and Nancy Issac (collectively, the "Unaffiliated Creditors"), on November 26, 2014, seeking relief from two (2) orders of this Court that prohibit a voluntary or involuntary chapter 11 or chapter 7 bankruptcy filing against or by Tri-Med (the "Injunction Orders"), and granting Burton Wiand (the "Receiver") broad authority inconsistent with the best interests of the Joining Creditor, it being noted in all of the forgoing regards that the Joining Creditor is pro se, has not retained any law firm for representation in this matter, but has utilized this form as prepared by the Unaffiliated

Creditors' counsel as a courtesy without undertaking additional responsibility for representation.

Joining Creditor, pro se

Name Mary Burych

Address 12401 N 22nd Street

Tampa, Florida 33612

Signature Mary Ellen Burych

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided via electronic transmission and/or regular U.S. Mail on December __, 2014, to the following:

Gianluca Morello, Esquire
Burton Wiand, Esquire
Wiand Guerra King PL
5505 West Gray Street
Tampa, FL 33609

Luke Charles Lirot, Esquire
Luke Charles Lirot, PA
2240 Belleair Road, Suite 190
Clearwater, FL 33764

Edwin B. Kagan, Esquire
2709 Rocky Point Drive
Suite 102
Tampa, FL 33607

William A. Borja, Esquire
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**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION

Plaintiff,

Vs.

CASE NO.: 14-CA-001695

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TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
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TERESA SIMMONS BORDINAT a/k/a
TERESA SIMMONS, and
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Defendants.

**JOINDER IN MOTION OF UNAFFILIATED CREDITORS
FOR PARTIAL RELIEF FROM INJUNCTION ORDERS**

The undersigned creditor (the "Joining Creditor") of Tri-Med Corporation ("Tri-Med"), hereby represents that the Joining Creditor possesses a claim against Tri-Med in the approximate amount of \$20,000, and as Joining Creditor joins in the "Motion of Unaffiliated Creditors for Partial Relief from Injunction Orders" (the "Relief from Injunction Motion") filed by Marvin Hunt, Joseph Wappman, Susan Wood, Doris Hernandez, William Hamilton, and Nancy Issac (collectively, the "Unaffiliated Creditors"), on November 26, 2014, seeking relief from two (2) orders of this Court that prohibit a voluntary or involuntary chapter 11 or chapter 7 bankruptcy filing against or by Tri-Med (the "Injunction Orders"), and granting Burton Wiand (the "Receiver") broad authority inconsistent with the best interests of the Joining Creditor, it being noted in all of the forgoing regards that the Joining Creditor is pro se, has not retained any law firm for representation in this matter, but has utilized this form as prepared by the Unaffiliated


Creditors' counsel as a courtesy without undertaking additional responsibility for representation.

Joining Creditor, pro se

Name Paul Mertz

Address 1102 McDaniel Street

Sun City Center, Florida 33573

Signature 

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**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION

Plaintiff,

Vs.

CASE NO.: 14-CA-001695

TRI-MED CORPORATION,
TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT a/k/a
TERESA SIMMONS, and
ANTHONY N. NICHOLAS, JR.,

Defendants.

**JOINDER IN MOTION OF UNAFFILIATED CREDITORS
FOR PARTIAL RELIEF FROM INJUNCTION ORDERS**

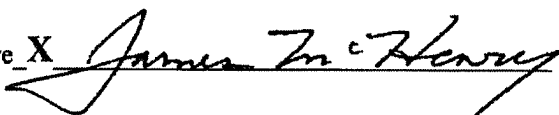
The undersigned creditor (the "Joining Creditor") of Tri-Med Corporation ("Tri-Med"), hereby represents that the Joining Creditor possesses a claim against Tri-Med in the approximate amount of \$10,000, and as Joining Creditor joins in the "Motion of Unaffiliated Creditors for Partial Relief from Injunction Orders" (the "Relief from Injunction Motion") filed by Marvin Hunt, Joseph Wappman, Susan Wood, Doris Hernandez, William Hamilton, and Nancy Issac (collectively, the "Unaffiliated Creditors"), on November 26, 2014, seeking relief from two (2) orders of this Court that prohibit a voluntary or involuntary chapter 11 or chapter 7 bankruptcy filing against or by Tri-Med (the "Injunction Orders"), and granting Burton Wiand (the "Receiver") broad authority inconsistent with the best interests of the Joining Creditor, it being noted in all of the forgoing regards that the Joining Creditor is pro se, has not retained any law firm for representation in this matter, but has utilized this form as prepared by the Unaffiliated

Creditors' counsel as a courtesy without undertaking additional responsibility for representation.

Joining Creditor, pro se

Name James McHenry

Address 3855-CARAMBOLA CIR NO
COCONUT CREEK, FL 33066

Signature X 

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided via electronic transmission and/or regular U.S. Mail on December __, 2014, to the following:

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**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION

Plaintiff,

Vs.

CASE NO.: 14-CA-001695

TRI-MED CORPORATION,
TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT a/k/a
TERESA SIMMONS, and
ANTHONY N. NICHOLAS, JR.,

Defendants.

**JOINDER IN MOTION OF UNAFFILIATED CREDITORS
FOR PARTIAL RELIEF FROM INJUNCTION ORDERS**

The undersigned creditor (the "Joining Creditor") of Tri-Med Corporation ("Tri-Med"), hereby represents that the Joining Creditor possesses a claim against Tri-Med in the approximate amount of \$15,000, and as Joining Creditor joins in the "Motion of Unaffiliated Creditors for Partial Relief from Injunction Orders" (the "Relief from Injunction Motion") filed by Marvin Hunt, Joseph Wappman, Susan Wood, Doris Hernandez, William Hamilton, and Nancy Issac (collectively, the "Unaffiliated Creditors"), on November 26, 2014, seeking relief from two (2) orders of this Court that prohibit a voluntary or involuntary chapter 11 or chapter 7 bankruptcy filing against or by Tri-Med (the "Injunction Orders"), and granting Burton Wiand (the "Receiver") broad authority inconsistent with the best interests of the Joining Creditor, it being noted in all of the forgoing regards that the Joining Creditor is pro se, has not retained any law firm for representation in this matter, but has utilized this form as prepared by the Unaffiliated

Creditors' counsel as a courtesy without undertaking additional responsibility for representation.

Joining Creditor, pro se

Name : Audrey Sullivan

Address 4300 NW 30th ST #245
Coconut Crk, FL 33066

Signature X Audrey Sullivan

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided via electronic transmission and/or regular U.S. Mail on December __, 2014, to the following:

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION

Plaintiff,

Vs.

CASE NO.: 14-CA-001695

TRI-MED CORPORATION,
TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT a/k/a
TERESA SIMMONS, and
ANTHONY N. NICHOLAS, JR.,

Defendants.

**JOINDER IN MOTION OF UNAFFILIATED CREDITORS
FOR PARTIAL RELIEF FROM INJUNCTION ORDERS**

The undersigned creditor (the "Joining Creditor") of Tri-Med Corporation ("Tri-Med"), hereby represents that the Joining Creditor possesses a claim against Tri-Med in the approximate amount of \$76,050.00 and as Joining Creditor joins in the "Motion of Unaffiliated Creditors for Partial Relief from Injunction Orders" (the "Relief from Injunction Motion") filed by Marvin Hunt, Joseph Wappman, Susan Wood, Doris Hernandez, William Hamilton, and Nancy Issac (collectively, the "Unaffiliated Creditors"), on November 26, 2014, seeking relief from two (2) orders of this Court that prohibit a voluntary or involuntary chapter 11 or chapter 7 bankruptcy filing against or by Tri-Med (the "Injunction Orders"), and granting Burton Wiand (the "Receiver") broad authority inconsistent with the best interests of the Joining Creditor, it being noted in all of the forgoing regards that the Joining Creditor is pro se, has not retained any law firm for representation in this matter, but has utilized this form as prepared by the Unaffiliated

Creditors' counsel as a courtesy without undertaking additional responsibility for representation.

Joining Creditor, pro se

Name: Armand L Fortin

Address: 11493 Willow Gardens Drive

Windermere, FL 34786

Signature Armand L. Fortin

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided via electronic transmission and/or regular U.S. Mail on December __, 2014, to the following:

Gianluca Morello, Esquire
Burton Wiand, Esquire
Wiand Guerra King FL
5505 West Gray Street
Tampa, FL 33609

Edwin B. Kagan, Esquire
2709 Rocky Point Drive
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Palm Harbor, FL 34684

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Tampa, FL 33602

Exhibit IV

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION

Plaintiff,

vs.

CASE NO.: 14-CA-001695

TRI-MED CORPORATION,
TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT a/k/a
TERESA SIMMONS, and
ANTHONY N. NICHOLAS, JR.,

Defendants.

UNAFFILIATED CREDITORS' NOTICE OF FILING JOINDERS

PLEASE TAKE NOTICE THAT Marvin Hunt, Joseph Wappman, Susan Wood, Doris Hernandez, William Hamilton, and Nancy Issac (collectively, the "Unaffiliated Creditors"), by and through their undersigned attorneys, hereby provide notice of the filing of the attached "Joinder in Motion of Unaffiliated Creditors for Partial Relief from Injunction Orders" (the "Joinder"):

1. Joinder of Eleanor Rasmussen, a creditor having a claim in the amount of \$10,000; and

2. Joinder of Pamela Buzzell, a creditor having a claim in the amount of \$40,000.

/s/ John A. Anthony
JOHN A. ANTHONY, ESQUIRE
Florida Bar No. 0731013
ALLISON C. DOUCETTE, ESQUIRE
Florida Bar Number: 0085577
Anthony & Partners, LLC
201 N. Franklin Street, Suite 2800
Tampa, FL 33602
Telephone: (813) 273-5616
Facsimile: (813) 221-4113
Attorneys for Unaffiliated Creditors

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided via electronic transmission and/or regular U.S. Mail on February 19, 2015, to the following:

Gianluca Morello, Esquire
Wiand Guerra King PL
5505 West Gray Street
Tampa, FL 33609

Edwin B. Kagan, Esquire
2709 Rocky Point Drive
Suite 102
Tampa, FL 33607

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/s/ John A. Anthony
ATTORNEY

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION

Plaintiff,

Vs.

CASE NO.: 14-CA-001695

TRI-MED CORPORATION,
TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT a/k/a
TERESA SIMMONS, and
ANTHONY N. NICHOLAS, JR.,

Defendants.

**JOINDER IN MOTION OF UNAFFILIATED CREDITORS
FOR PARTIAL RELIEF FROM INJUNCTION ORDERS**

The undersigned creditor (the "Joining Creditor") of Tri-Med Corporation ("Tri-Med"), hereby represents that the Joining Creditor possesses a claim against Tri-Med in the approximate amount of \$^{10,000.00} and as Joining Creditor joins in the "Motion of Unaffiliated Creditors for Partial Relief from Injunction Orders" (the "Relief from Injunction Motion") filed by Marvin Hunt, Joseph Wappman, Susan Wood, Doris Hernandez, William Hamilton, and Nancy Issac (collectively, the "Unaffiliated Creditors"), on November 26, 2014, seeking relief from two (2) orders of this Court that prohibit a voluntary or involuntary chapter 11 or chapter 7 bankruptcy filing against or by Tri-Med (the "Injunction Orders"), and granting Burton Wiand (the "Receiver") broad authority inconsistent with the best interests of the Joining Creditor, it being noted in all of the forgoing regards that the Joining Creditor is pro se, has not retained any law firm for representation in this matter, but has utilized this form as prepared by the Unaffiliated

Creditors' counsel as a courtesy without undertaking additional responsibility for representation.

Joining Creditor, pro se

Name ^{ELEANOR} *Eleanor Rasmussen* RASMUSSEN

Address *4000 SE 52nd Av*
Ocala, Fl. 34480

Signature *Eleanor Rasmussen*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided via electronic transmission and/or regular U.S. Mail on December __, 2014, to the following:

Gianluca Morello, Esquire
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**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION

Plaintiff,

Vs.

CASE NO.: 14-CA-001695

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TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
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TERESA SIMMONS, and
ANTHONY N. NICHOLAS, JR.,

Defendants.

**JOINDER IN MOTION OF UNAFFILIATED CREDITORS
FOR PARTIAL RELIEF FROM INJUNCTION ORDERS**

The undersigned creditor (the "Joining Creditor") of Tri-Med Corporation ("Tri-Med"), hereby represents that the Joining Creditor possesses a claim against Tri-Med in the approximate amount of \$40,000.00 and as Joining Creditor joins in the "Motion of Unaffiliated Creditors for Partial Relief from Injunction Orders" (the "Relief from Injunction Motion") filed by Marvin Hunt, Joseph Wappman, Susan Wood, Doris Hernandez, William Hamilton, and Nancy Issac (collectively, the "Unaffiliated Creditors"), on November 26, 2014, seeking relief from two (2) orders of this Court that prohibit a voluntary or involuntary chapter 11 or chapter 7 bankruptcy filing against or by Tri-Med (the "Injunction Orders"), and granting Burton Wiand (the "Receiver") broad authority inconsistent with the best interests of the Joining Creditor, it being noted in all of the forgoing regards that the Joining Creditor is pro se, has not retained any law firm for representation in this matter, but has utilized this form as prepared by the Unaffiliated

Creditors' counsel as a courtesy without undertaking additional responsibility for representation.


Joining Creditor, pro se

Name: Pamela Buzzell

Address: 3625 Cinnamon Fern Loop

Clermont, FL 34714

Signature



CERTIFICATE OF SERVICE

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Gianluca Morello, Esquire
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Exhibit V

**OFFICE OF FINANCIAL REGULATION (OFR)
BUREAU OF FINANCIAL INVESTIGATIONS (BFI)**

**SWORN TAPED INTERVIEW OF:
PAMELA BUZZELL**

REFERENCE: Tri-Med Corporation
Case #32316

DATE OF INTERVIEW: February 25, 2015
3:19 p.m.

LOCATION OF INTERVIEW:

[REDACTED]
[REDACTED]

LEGEND:

AG: Arthur Gordon, Investigator, OFR
KH: Karina Hernandez, Investigator, OFR
PB: Pamela Buzzell, Interviewee

Transcribed By:
Christina Saunders

INTERVIEW OF PAMELA BUZZELL

AG: Today's date is 2/25/2015. It's now 3:19 p.m. My name is Arthur Gordon. I'm a Financial Investigator-Criminal Enforcement with the Office of Financial Regulation. Present with me is Senior Financial Investigator Karina Hernandez. And we are with . . . ma'am, could you please state your name?

PB: Pamela Buzzell.

AG: And Ms. Buzzell, where do you live?

PB: [REDACTED]

AG: Great. Can I get you to raise your right hand for me?

PB: [Complies]

AG: Do you swear and affirm that the statement you're about to give is true and correct to the best of your knowledge, so help you God?

PB: Yes, I do.

AG: All right. We're here today; we're talking about the Tri-Med Corporation. And we're talking about a document that's titled Joinder in Motion of Unaffiliated Creditors. Have you been able – have you had an opportunity to review this document?

PB: Yes, I have.

AG: All right. And in this document, the one that was filed with the Court, there's a signature on Page 2. And on Page 2 it indicates your name, your address, and then your signature. Is that your signature?

PB: No, it isn't.

AG: All right. Did you give anyone permission to –

PB: [Interposing] Yes, I did. I gave them permission because I had trouble with my printer, and then I was going for eye surgery and I didn't have time to mail it.

AG: Okay. And do you remember who you gave permission to sign the document to?

PB: Scott.

AG: Okay. And we reviewed an email earlier from Scott, and that's the one that you forwarded to me. And it was: Take My Life Back 14. That was where it came from, was to return the email to; is that correct?

PB: Yes, it is.

AG: All right. And it's my understanding that you've spoken to Mr. Irwin Ager recently about the bankruptcy proceedings and some other things?

PB: Yes, I did.

AG: Okay. And in those discussions with Mr. Ager, what did Mr. Ager tell you?

PB: He assured me that when they got the bankruptcy, if that was approved, then they would be giving the money back to the investors.

AG: Okay. And are you familiar with the way that the bankruptcy proceeding works?

PB: Not really.

AG: All right. How much money do you have that's invested in Tri-Med at this time?

PB: 40,000.

AG: \$40,000. And after reviewing this document, it's your opinion that you gave Scott – you don't know his last name – permission to sign the document for you, or just that permission to participate in the proceeding?

PB: Both.

AG: So you gave him permission to sign the document on your behalf?

PB: Yes.

AG: And that you were going to participate in the proceeding?

PB: Yes.

AG: All right. Any other questions, Karina?

KH: No. Is – do you give us permission to record the statement and to use it in our reports?

PB: Yes.

AG: Thank you.

KH: To use it in the course – okay. Thank you.

AG: I don't have any further questions. Ms. Buzzell, is there anything that I haven't asked you that you wish to tell me right now?

PB: No.

AG: This will conclude the interview at 3:21 p.m.

[INTERVIEW CONCLUDED]

Exhibit VI

Summary of TRI-MED Corporation Investor Interviews Prepared by FICE Arthur Gordon

David "Arthur" McChesney [REDACTED] and Anna Mc Chesney [REDACTED] are senior investors – February 24, 2015 - interview conducted at the McChesney residence in Ocala, Florida.

The McChesney recall speaking to SFI Karina Hernandez and me several months ago in the initial stages of my investigation of Tri-Med investigation. Since then Mr. McChesney said that he has been in contact with his sales agent John Parker. According to Mr. Mc Chesney, Mr. Parker has kept him abreast of the legal proceedings of Tri-Med. Mr. McChesney said that he has not followed the receivers website, but relied on Mr. Parker for information. Mr. McChesney said that he did not know what the truth was with Tri-Med. Mr. Parker told Mr. McChesney that there was over \$16,500,000.00 in accounts receivables, and that the receiver was not doing anything to get the money other than using the monies for fees. Mr. Parker told Mr. Mc Chesney that a bankruptcy would get all the monies back for the investors plus interest. Mr. McChesney said that an unknown woman called him several days before we met, and asked how much he had invested in Tri-Med, the woman never identified her to Mr. Mc Chesney, Mr. McChesney replied \$20,000.00; the woman thanked Mr. McChesney and disconnected. According to Mr. McChesney, he received a letter to sign to participate in the bankruptcy a couple of days later. Mr. Mc Chesney said he signed the document. Mr. McChesney said that all he cares about at this time is getting all of his monies owed. Mr. McChesney does not understand the bankruptcy process other than Mr. Parker told him that he would get all of money back plus interest if they did the bankruptcy.

Mr. McChesney on February 25, 2015 emailed me three times with documents received from Tri-Med. Exhibits 1, 2,3

Eleanor Rasmussen [REDACTED] is a senior investor - February 24, 2015 – interview conducted at the Rasmussen residence in Ocala, Florida.

Mrs. Rasmussen sales agent is Mr. John Parker. Mrs. Rasmussen told SFI Hernandez and me that she often calls Mr. Parker for updates, and suggested that we contact him for information, in fact she expected him to call her at 4:00 pm for an update. Mrs. Rasmussen said that Mr. Parker encouraged her to call a Mr. McClellan in reference to a bankruptcy in 2014 for Tri-Med. Mr. Parker provided Mrs. Rasmussen with Mr. McClellan's contact information. Mrs. Rasmussen said that she tried to call Mr. McClellan without success. Mrs. Rasmussen signed a petition in 2014 to join a bankruptcy with other investors. According to Mrs. Rasmussen, Mr. Parker suggested the bankruptcy would be the best way for the investors to get all of their monies back rather than through an expensive receiver. Mrs. Rasmussen did sign the most recent joinder bankruptcy document; she was not familiar with how the document came to her. Mrs. Rasmussen does not understand the bankruptcy process other that she wants all of her monies returned. Mrs. Rasmussen questioned our motivation for speaking to her. According to Mrs. Rasmussen, Mr. Parker has told her that there is plenty of money to repay all of the investors, and that the monies are frozen. Mrs. Rasmussen says that she trusts Mr. Parker and his word.

Mrs. Rasmussen provided me a document from Mr. Parker which had been emailed to her on February 18, 2015. Exhibit 4

Mr. Robert J. Waidler [REDACTED], and Mrs. Jaqueline Waidler [REDACTED] both are senior investors, Mr. Waidler is legally blind, the interview was conducted at their residence in Sebring, Florida on February 25, 2015.

The Waidler family lived in Ocala Florida in 2011, when Mr. Waidler first learned of the Tri-Med when he saw an advertisement for the company in the newspaper. Mr. Waidler contacted Tri-Med, and subsequently Mr. John Parker a sales representative for Tri-Med. Mr. Waidler said Tri-Med offered 8% interest on investments and they needed \$20,000.00 to invest. Mr. Waidler said he did not have that much initially but was able to obtain \$20,000.00. Mr. Waidler said that he did the math, and he was actually getting 6 ½ % interest and Tri-Med got 1 ½% for their efforts, which Mr. Waidler referred to as "their cut." Mr. Waidler thought Tri-Med was a financial institution, and was not sure of what they invested the money. Mr. Waidler said that he has received a monthly dividend check on time at the first of the month. Mr. Waidler said that he had a two-year contract with Tri-Med, but could get the money any time he wanted. Mrs. Waidler said that her husband is now blind, and she has power of attorney. Mrs. Waidler said an unknown woman called, inquiring how much that they had invested in Tri-Med. The unknown woman identified herself, as a representative of Tri-Med. Mr. Parker has never spoken to the Waidler's about the bankruptcy. Mrs. Waidler reviewed the recent joinder bankruptcy document. Mrs. Waidler's unequivocal declaration that the document was a forgery, that neither she nor her husband had seen the document before our visit, nor had they signed the document.

Mrs. Pamela Buzzell [REDACTED] a senior investor interviewed on February 25, 2015 at her residence in Clermont, Florida.

Mrs. Buzzell said that her Tri-Med sales representative is Irwin Ager. Mrs. Buzzell said it is a shame that all of the nice people of Tri-Med have had been treated so poorly. Mrs. Buzzell said she heard that many of the company officers were out on the street, and the money was frozen. Mrs. Buzzell then told me that she was not sure if she should tell me but she has been talking to Irwin Ager on February 20, 2015. According to Mrs. Buzzell, Irwin Ager instructed her not to tell anyone that he had spoken to her, because he is not allowed to speak to investors. Irwin Ager again on or about February 22, 2015 asked if Mrs. Buzzell had reported "Scott" to the State of Florida. Mrs. Buzzell stated that she had not. Irwin Ager, according to Mrs. Buzzell, told her that after speaking to her (Mrs. Buzzell estimates it would have been February 22, 2015) that the State of Florida contacted "Scott." I told Mrs. Buzzell who is "Scott?" Mrs. Buzzell said he is with Tri-Med trying to get their money back. (Later Mrs. Buzzell provided me an email from "Scott" it appears that the email is from Jeremy Andersons account, and likely "Scott" is Jeremy Anderson). Mrs. Buzzell said that Irwin Ager is very polite person, and she trusts him. She said that she invested in Tri-Med into the letter of protection and has all the certificates. When asked how much of her money was invested into Tri-Med's letter of protection, she replied 100%. When I informed her that 40% was taken immediately for administrative expenses, Mrs. Buzzell was surprised, and asked me to repeat what I had just said. Mrs. Buzzell said, "Well if I had known that I would have never given them money." Mrs. Buzzell, said she received the bankruptcy document from "Scott" but could not sign the document, so gave "Scott" permission to sign for her. Mrs. Buzzell does not understand the bankruptcy process, other than she wants her money back. Irwin Ager told her that the receiver is keeping all the money, and is using it up in legal fees. Mrs. Buzzell contacts Irwin Ager at 407-335-0171.

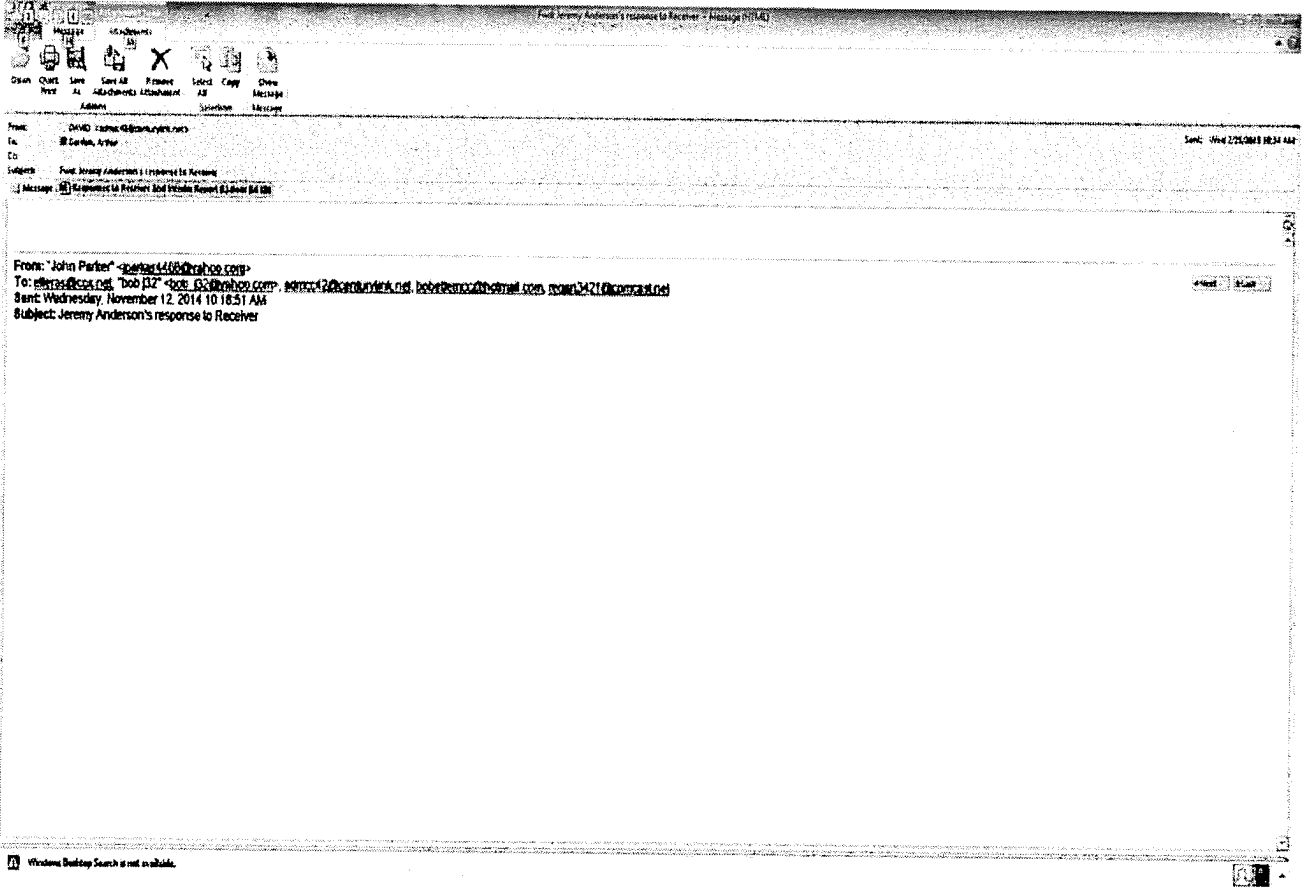
Mrs. Buzzell provided me an email from "Scott". Exhibit 5

SFI Hernandez and I advised the investors to read the court documents contained in the receivers website, to read the court transcript, to call the receiver, the OFR General Counsel, or we investigators.

Q

Exhibit 1

JN



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Responses to Receiver's Verified Second Interim Report

1. Page 2, "the receiver has been advised from a number of investors that they have been contacted by Jeremy Anderson" I have not called one investor. I have had investors call me but I have not initiated the contact.
2. Page 3, "Discovered a secured credit card" What? Like this was some new discovery? It was listed and was with Wells Fargo and was froze along with all the other accounts at the time of the injunction.
3. Page 3, "Resolved eight accounts receivable for 100%" What? I thought the receivables were fake? Now they are settling them for 100%? Also in 5 and half months they only settled 8? We were settling 8 every couple of days.
4. Page 3, "filed a motion for intervention" What? They have had the records directly from Associated Bank where the funds were at. The records from the bank clearly show the balance being almost twice what they listed. Why lie about a balance in a bank account? Why devalue the asset? Interesting.
5. Page 5, footnote #4 "Records reviewed by the Receiver indicate that MORE THAN 17 MILLION WAS RAISED" WHAT? It is not that hard to see how much was raised. We raised exactly what we sent them in the worksheet in the first week of the injunction, 16.4 million. Why exaggerate the amount of money we raised????
6. Page 6, "As a result of the Defendants' poor recordkeeping, the Receiver has had to retain the services of forensic accountants....." REALLY? Why then did these "forensic accountants" not know exact numbers? Again, all they had to do is contact our CPA firm Kingery Crouse and get audit financials on our company. Also "poor recordkeeping" yeah right. We kept exact records of everything. Everything was labeled and copied and categorized. I can tell you anything about the company in 2 minutes via our "poor" records. NICE EXCUSE
7. Page 7, number 1). Originally in the compliant they claimed we took over 75% for "personal use" etc. Now they say 40% but yet lie again in the paragraph when they say a smaller extent to pay commissions and a small portion of the money for "interest payments" when the commissions and interest payments equal over 77% of the monies set aside for "expenses".
8. Page 8, number 9). Defendants told investors Tri Med purchased LOPS from hospitals operated by HCA..... Again, I think we have proven this to be false.
9. Page 8 thru 9, they cut and paste a letter from our attorney? Why not just put the whole letter in????
10. Page 13, 4th paragraph, "The receiver has discovered that only approximately 4.9 million....." Interesting how this keeps going up and up per report, we are only about a million short of what we actually spent on A/R, but it sure goes against their initial allegations of nothing spent on A/R.
11. Page 13, 4th paragraph, "The Receiver has identified at least 1000 LOPs which were assigned..." Interesting how they originally claimed that we NEVER purchased LOP's etc etc. but now we have purchased over 1000!!!!!!
12. Page 14, paragraph 2 end of, "As of July 22 2014, the Receiver has resolved eight...." Note how he collected 100% of the value of the LOPS, yet originally they claimed they were fraudulent, also he in 5 plus months has only collected 8? We collect 8 every few days.
13. Page 14, last paragraph, "Tri-Med entered into an agreement with Florida Surgery....." What kind of scheme has guaranteed contracts that pay 1.85% of money spent??? Interesting how he worded the 50 to 55% payback, he forgot the most important part, we paid 20 to 30% to get a payback guarantee of 50 to 55%.....
14. Page 15, first paragraph, "The loan is secured by a convertible promissory note....." LIE, it is secured by medical accounts receivable for 2 million dollars.

15. Page 18, 2nd paragraph, "In exchange for this loan, the Receivership Entities received a note secured by the assets of Visum..." What are the assets of a medical clinic???? Their receivables. Funny how he fails again to mention that as well as the UCC lien filed in Florida on Visum.
16. Page 18, 2nd paragraph, "On April 7, 2014, the Receiver filed three claims in bk proceedings: 1 \$3,927,996.36, 2 \$514,194.14, 3 \$79,670.80....." funny how he can file claims on supposedly "fraudulent loans and a/r"
17. Page 18, first footnote, "Defendant Jeremy Anderson, through his counsel, has denied involvement....." NO, I denied their claim that I was not an owner, principal, director or employee of the clinic..... The letter is attached to this narrative, see exhibit 1.
18. Page 18, 2nd footnote, Why does the receiver, since he has all of our records and a forensic accountant, keep saying we only bought A/R from 3 sources??? We bought from over 20 places.
19. Page 19, 3rd paragraph, "with Defendants' fraudulent scheme....." Really neutral statement.
20. Page 20, 2nd paragraph, "He will make every effort to maximize the value he receives from these receivables....." Really? First we didn't have any receivables now he is sending letters to Insurance companies slandering me and the clinics we worked, see exhibit 2, how does this maximize value? He also is trying to void contracts we had with Florida Surgery that guaranteed us 1.85% on money out..... Interesting. (I am also forwarding the email I was provided in regards to this, but I have labeled exhibit 2 and circled information)

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EXHIBIT 2

Outlook 2014 interface showing an email message. The message header includes 'From: John Parker', 'To: alex478@centurylink.net, bob127@bob132@yahoo.com', and 'Sent: Wednesday, December 3, 2014 7:21:15 PM'. The body text reads: 'Thought you might find this interesting (see attachment)'. The interface includes a menu bar with options like 'File', 'Home', 'Send/Receive', 'View', 'Tools', 'Advanced', 'Help', and a ribbon with 'Home', 'Send/Receive', 'View', 'Tools', 'Advanced', 'Help' tabs. A status bar at the bottom indicates 'Windows Desktop Lock is not available.'



RE: Tri Med Corporation Business Model

A typical manufacturing company with accounts receivable of \$1,000,000 expects to collect the entire \$1,000,000, although some of the accounts may eventually become uncollectable and have to be written off. But, in no case will the company collect more than the \$1,000,000.

In the case of Tri Med, if they buy \$1,000,000 worth of receivables from hospitals, they might pay about \$300,000 (and book the transaction at that \$300,000 amount). As the cases are settled, the amount actually due to Tri Med is \$1,000,000. However, industry practices show that Tri Med will have to settle (negotiate) for, say, \$850,000 or \$700,000, or even \$600,000. In any event, it will result in a substantial profit to Tri Med (this was the 185% profit that the forensic accountant was talking about). When Tri Med purchases accounts from hospitals, it "cherry picks" the accounts (this is Jeremy Andersen's background and expertise), so that there is a very high likelihood that cases settle, that they settle quickly, and that they settle for high amounts.

The assertion that Tri Med is a Ponzi scheme, based on old investors getting paid with monies obtained from new investors is incorrect. The monthly payments to investors came from amounts escrowed upon the initial sale, from that investor's money, NOT from subsequent investors. Likewise, when a case is settled, that money goes to pay the investor, NOT money from new investors.

The Tri Med business model is sound and viable. For these reasons, investors would likely be better served if the company were allowed to reorganize under Federal statutes.

EXHIBIT 3



From: DAVID <advice42@comcast.net>
 To: Gordon Ardyr
 Sent: Wed 2/25/2015 10:26 AM
 Subject: Pw01 Very important

Message: [1]Thiked Piece of the Cow! (011415 doc 08 15)

From: "John Parker" <jparker448@yahoo.com>
 To: "DAVID" <advice42@comcast.net>; "B. Janssen" <bjp_02@yahoo.com>; bobstef@bellsouth.net; regan3421@comcast.net; "Eleanor Rasmussen" <eilers1@cox.net>; "Barbara Nelman" <barb5021@yahoo.com>
 Sent: Thursday, January 15, 2015 3:11:08 PM
 Subject: Very important!

If you can not open the attachment, call me (352) 300-6101
 John Parker

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CASE NO. 14-1695-CI-17

STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION
Plaintiff,

Friend of the Court Statement

vs.
TRI MED CORP. et al, Defendants. /

In re: Motion for contempt against Jeremy Anderson

Now comes, Gerasimos Alexander Morfesis, and asks this Honorable Court to allow this signed statement and affirmation to be read and made a part of the record in this matter and case.

It is with great reluctance that I present this statement, but the continued omissions in this matter have reached a level which would besmirch this Honorable Court and the respect this Honorable Court deserves, as currently information is for some reason being withheld from this Honorable Court. If the record later reflects the facts as they are, as against what they might appear on the face of the record currently, it would not reflect well on the actions forced by Judicial expediency on this Honorable Court.

I was working with and doing legal and investigative support work for Attorney William Borja from the inception of his involvement in the matter and up until the conclusion of the Deposition of Burton Wiand on October 20, 2014. I observed materially the various depositions taken and for some reason withheld from the record by Attorney William Borja. A reasonable person might conclude if this Honorable Court had those depositions in the record and had the time to review them, it might move Sua Sponte to dismiss this matter and question the motivations of the State and the Receiver. Beyond my statement that the Attorney for the State of Florida Department of Financial Regulation and the Receiver have withheld material and probably exculpatory items from the record, they have also, at least as of October 20, 2014, based on the depositions taken, also withheld the information from the State Investigators in this matter.

In respect to the current claims in the current filings requesting some ruling suggesting Jeremy Anderson should be held in contempt for not providing certain requested information, there is no question within 10 days of the Courts ruling on the matter, Jeremy Anderson provided all the requested materials and items to Attorney William Borja. Upon information and belief, the Attorney for the State and the Attorney for the Receiver were aware and are aware that Attorney William Borja had the requested items.

This case and matter is rather peculiar. There is no question Jeremy Anderson had arranged for Stoel Rives, a major law firm, after paying them over \$200,000 (Two Hundred Thousand Dollars) to handle the corrective filings for Tri Med Corporation, and had a final draft ready for distribution one week prior to the State moving against Tri Med Corporation, yet it appears from the Depositions which have not been provided to this Honorable Court, the investigators were never made aware of that fact and neither their own attorney nor the Receiver had chosen to share that information as of October, 20, 2014. There are other material matters which seem to have been withheld from the investigators of the State by whomever was misleading them into moving for the filing which was presented to this Honorable Court on March 4, 2014.

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As a Friend of the Court and a concerned citizen, let the record reflect I will continue to move to review and audit the actions of the Receiver in his other SEC and FTC appointments, and if in those he has done what on its face he appears to be doing in this matter, this may be the last Receivership he is appointed to before he decides to retire to his home in Costa Rica.

Again it is with great reluctance this document is filed with this Honorable Court, but my experience tells me the 200 plus accredited investor / creditors of Tri Med Corporation the Receiver and State have attempted to dismiss as irrelevant will not sit quietly and allow the Receiver and the State to continue down the path they have taken.

Respectfully Submitted,

/s/

Gerasimos "Alex" Morfesis
Friend of the Court

Typhoonista@gmail.com
727-485-3139
PO Box 838
Tarpon Springs, Florida

Notice of Mailing: Morfesis has emailed this document to Attys Melchior and Morello this 14th day of January, 2015.

(13)

EXHIBIT 4

Eleanor Rasmussen

From: John Parker (jparker4468@yahoo.com)
Sent: Wednesday, February 18, 2015 4:10 PM
To: Cindy Coker; Eleanor Rasmussen; regan3421@comcast.net; DAVID; bobettemcc@hotmail.com; B. Janssen; Barbara Neiman
Subject: Fw: Fwd: SERVICE OF COURT DOCUMENT - CASE NUMBER 522014CA001695XXCICI
Attachments: Status Report To Court.pdf

On Wednesday, February 18, 2015 4:04 PM, John Parker <jparker4468@yahoo.com> wrote:

On Wednesday, February 18, 2015 11:18 AM, A. J. Brent <ajb_tampa@yahoo.com> wrote:

CONFIDENTIALITY NOTICE: The information in this message, and any files transmitted with it, may be legally privileged, is confidential, and intended only for the use of the individual(s) named above. Be aware that the use of any confidential or personal information may be restricted by state and federal privacy laws. If you are not the intended recipient, do not further disseminate this message. If this message was received in error, please delete it and notify the sender.

----- Forwarded Message -----

From: Take Back <takebackmylife14@gmail.com>
To: David Steen <dwsteen@dsteenpa.com>
Sent: Tuesday, February 17, 2015 7:28 PM
Subject: Fwd: SERVICE OF COURT DOCUMENT - CASE NUMBER 522014CA001695XXCICI

fyi

nothing really new here, just a summary of his last few filings, a couple of points on this;

1. As the file I sent you will show, the receiver has reconfirmed my numbers as to the cash value of the a/r in this filing, actually its more than I actually state in the file I sent you.
2. He has contracts for 2 of the 5 homes for sale and as the numbers show (he doesn't mention this) he is getting 30,000 more than we paid on the properties.
3. He claiming he recieved 750,000 dollars on settled accounts (LOP's) since the injunction, which is funny since he testified at the hearing that the LOP's were worthless, but even better than that, you will see in his third verified report to the court it states that we received over 1.1 million in settled accounts PRIOR to the injunction which is a time period of about 2 years, what is good about that is we were actually settling accounts faster than he has because the accounts we bought typically took about 2 years to settle, he should be settling them at a much higher rate, what we purchased should have a vast majority of the cases coming due throughout last year, why has he not settled them faster, he is not able to manage it so as proof he has to hire an outside person to do it according to his filings....

----- Forwarded message -----

From: Anthony Nicholas Jr <ani1957@gmail.com>
Date: Tue, Feb 17, 2015 at 5:51 PM
Subject: Fwd: SERVICE OF COURT DOCUMENT - CASE NUMBER 522014CA001695XXCICI

to: Take Back <takebackmylife14@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: eservice@myflcourtfaccess.com
Date: February 17, 2015 at 6:47:32 PM EST
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER
522014CA001695XXCIC1

Notice of Service of Court Documents
E-service recipients selected for service:

Name	Email Address
Albert Gregory Melchior	greg.melchior@fiofr.com
	sharon.sutor@fiofr.com
Douglas Holcomb	douglas.holcomb@fiofr.com
Edwin B. Kagan	ebkagan@earthlink.net
	livingston22@live.com
Thomas C. Little	tomlittle@thomasclittle.com
	janel@thomasclittle.com
Eric Jacobs	mpalmer@jennisbowen.com
	eservice@jennisbowen.com
	kfoley@jennisbowen.com
Gianluca Morello	gmorello@wiandlaw.com
	crehus@wiandlaw.com
Burton W Wiand	bwiaand@wiandlaw.com
	dburnette@wiandlaw.com
Anthony N. Nicholas, Jr.	anj1957@gmail.com
Jeremy Anderson	Takebackmylife@gmail.com
Anthony N. Nicholas, III	Anthonymicholas@gmail.com
John A Anthony	janthony@anthonyandpartners.com
	vcisco@anthonyandpartners.com
	eservice@anthonyandpartners.com
Jordan Maglich	jmaglich@wiandlaw.com
	droush@wiandlaw.com
Luke Charles Lirot	luke2@lirotlaw.com
	jimmy@lirotlaw.com
	krista@lirotlaw.com

(76)

Name	Email Address
Michael S Lamont	mlamont@wiandlaw.com
	crehus@wiandlaw.com
	jrizzo@wiandlaw.com
Robert J Wahl	bob@mcintyrefirm.com
	kellygreen@mcintyrefirm.com

E-service recipients deselected for service:

Name	Email Address
Morten Christoffersen	christoffersen.morten@gmail.com
	mortenbc@mortenlaw.com
William A. Borja	waborja@aol.com
	typhoonista@gmail.com
Timothy Patrick	timpatrick813@gmail.com
William A. Borja	waborja@aol.com
	typhoonista@gmail.com

Filing Information

Filing #: 23877890
Filing Time: 02/17/2015 06:47:25 PM ET
Filer: Gianluca Morello 813-347-5100
Court: Sixth Judicial Circuit in and for Pinellas County, Florida
Case #: 522014CA001695XXCICI
Court Case #: 14-001695-CI
Case Style: STATE OF FLORIDA OFFICE OF FI VS TRI- MED CORPORATION
Documents

Title	File
Status Report To Court	Receiver's Supplemental Report 2-17-15.pdf

This is an automatic email message generated by the Florida Courts E-Filing Portal.
 This email address does not receive email.
 Thank you,
 The Florida Courts E-Filing Portal

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become intimately familiar and knowledgeable with the collection and negotiation of LOPs and to develop extensive relationships with personal injury attorneys throughout West Florida.

On February 11, 2015, the Receiver filed a motion to approve the medical accounts receivable collection agreement with Mr. Carey. In pertinent part, the agreement provides that Mr. Carey will act as the Receiver's agent in connection with the negotiation and collection of approximately 2,100 LOPs with a best-case-scenario face value of roughly \$6.5 million.³ Mr. Carey will be compensated in the amount of 5% of the gross settlement amount of each negotiated LOP. This compensation rate was the lowest rate obtained by the Receiver. The Receiver believes that this compensation rate is favorable to the Receivership and adequately factors in the amount of attorney time required for negotiation and collection of LOPs. The agreement contains multiple mechanisms to ensure the highest possible recovery rate for the LOPs. To maximize the negotiating agreement on the amount of settled LOPs, Mr. Carey's compensation will be directly tied to the amount he is able to secure through settlement of the LOPs and thus provides an incentive to act in the best interest of the Receivership. Mr. Carey is required to obtain written approval from the Receiver to settle any LOP for less than 90% of the face value of the LOP. Furthermore, he is also required to provide the Receiver with monthly written reports detailing his efforts. The Receiver believes that this arrangement with Mr. Carey is in the best interest of the Receivership because it allows identification and collection of

³ As noted above, the accounts receivable are based on a promise to pay a reasonable fee for the services of an attorney representing a patient in connection with an accident. Once the dispute relating to the accident is resolved, the attorney representing the patient generally tries to negotiate the amount owed. It is common practice for the accounts to be paid only if the amount of the settlement is greater than the amount of the medical bills. The amount of the settlement is often less than the amount of the medical bills owed.

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of the LOPs in the hands of a highly experienced and successful person at a favorable rate to the Receivership and is structured in such a way as to encourage the highest possible recovery on the LOPs.

5. Secured Contracts For the Sale of Two Real Properties In the Possession of the Receivership

As previously stated, the Receiver's investigation has revealed that investor funds were misappropriated for unauthorized uses, including the purchase of real estate. Specifically, evidence shows that Defendants used investor funds to purchase five parcels of residential real estate. Two of these properties were purchased in the name of TMFL and one property was purchased through a straw buyer who has executed a quitclaim deed to Tri-Med. Below are the addresses and purchase prices of each of the properties:

Address	Purchase Price
4202 Bay Club Circle, Tampa, Florida ("Bay Club Property")	\$95,000
909 E. Cayuga Street, Tampa, Florida ("Cayuga Property")	\$89,000
15316 Stonecreek Lane, Tampa, Florida ("Stonecreek Property")	\$174,500
11029 117th Street, Seminole, Florida ("Seminole Property")	\$88,500
9035 St. Regis Lane, Port Richey, Florida ("Port Richey Property")	\$38,000

There do not appear to be any encumbrances on these properties. The Receiver has secured possession of these properties and taken necessary measures to protect the assets, including changing the locks, obtaining property insurance, and making sure the properties are adequately monitored. All of the properties have been listed for sale.

The Receiver has entered into contracts for the sale of two of these properties: the Bay Club Property and the Stonecreek Property for a combined amount of \$295,000. On January 20,

2014, the Receiver entered into a contract for the sale of the Stonecreek Property "as is" for the purchase price of \$170,000. On February 11, 2015, the Receiver entered into a contract for the sale of the Bay Club Property "as is" for the purchase price of \$125,000. Both of these sales are pending inspection and the financing approval by the purchasers. Once inspection and financing have been completed, the Receiver will seek Court approval of the sale of these properties for the amounts identified above. If Tri-Med is placed into bankruptcy, the Receiver will be unable to proceed with these sales and the sales likely will not take place.

6. Formed an Investors Committee.

The Receiver has established an Investors Committee which will consist of a small number of defrauded investors. The Receiver contacted eight investors and invited them to serve on this Committee. All but one of these investors participated in a conference call with the Receiver on February 13, 2015, to discuss this matter. All of these investors, including Mr. McClellan, have agreed to participate in the Investors Committee. Collectively, these investors invested approximately \$2.7 million in this fraudulent investment scheme.⁴ The purpose of the Investors Committee would be to provide the Receiver the ability to confer in an efficient manner with interested investors who can provide views with respect to the actions of the Receivership and provide information to other defrauded investors. The Receiver also has communicated with highly experienced securities attorney Robert Pearce who will represent the interests of the Investors Committee. Mr. Pearce has over 30 years of experience in representing investor victims and previously worked for the United States Securities and Exchange Commission. Mr. Pearce currently represents an individual who invested in the fraudulent

⁴ These amounts include investments made by the investors individually, jointly with a spouse, on behalf of an entity, and as a trustee of a trust.

scheme and is pursuing litigation on behalf of that investor against a Tri-Med sales agent. He may represent other individuals and is available to provide counsel to all victims. He can be reached at (561) 338-0037 and investors can view his website at www.secally.com. Information about the Investors Committee can be obtained from Mr. Pearce or the Receiver.

CONCLUSION

Creditors and investors in the Receivership Entities are encouraged to periodically check the informational website, www.trimedreceivership.com, for information concerning this Receivership. To minimize expenses, creditors and investors are encouraged to consult the Receiver's website before contacting the Receiver or his counsel. However, the Receiver encourages individuals or attorneys representing investors who may have information that may be helpful in securing further assets for the Receivership estate or identifying other potential parties who may have liability to either the Receivership estate or investors to either email jrizzo@wiandlaw.com, or call Jeffrey Rizzo at (813) 347-5100.

Dated this 17th day of February, 2015.

Respectfully submitted,

s/Burton W. Wiand

Burton W. Wiand, FBN 0407690

bwand@wiandlaw.com

WIAND GUERRA KING P.L.

5505 West Gray Street

Tampa, FL 33609

Tel.: (813) 347-5100

Fax: (813) 347-5198

Receiver for Tri-Med Corporation, Tri-Med Associates Inc., and TMFL Holdings, LLC

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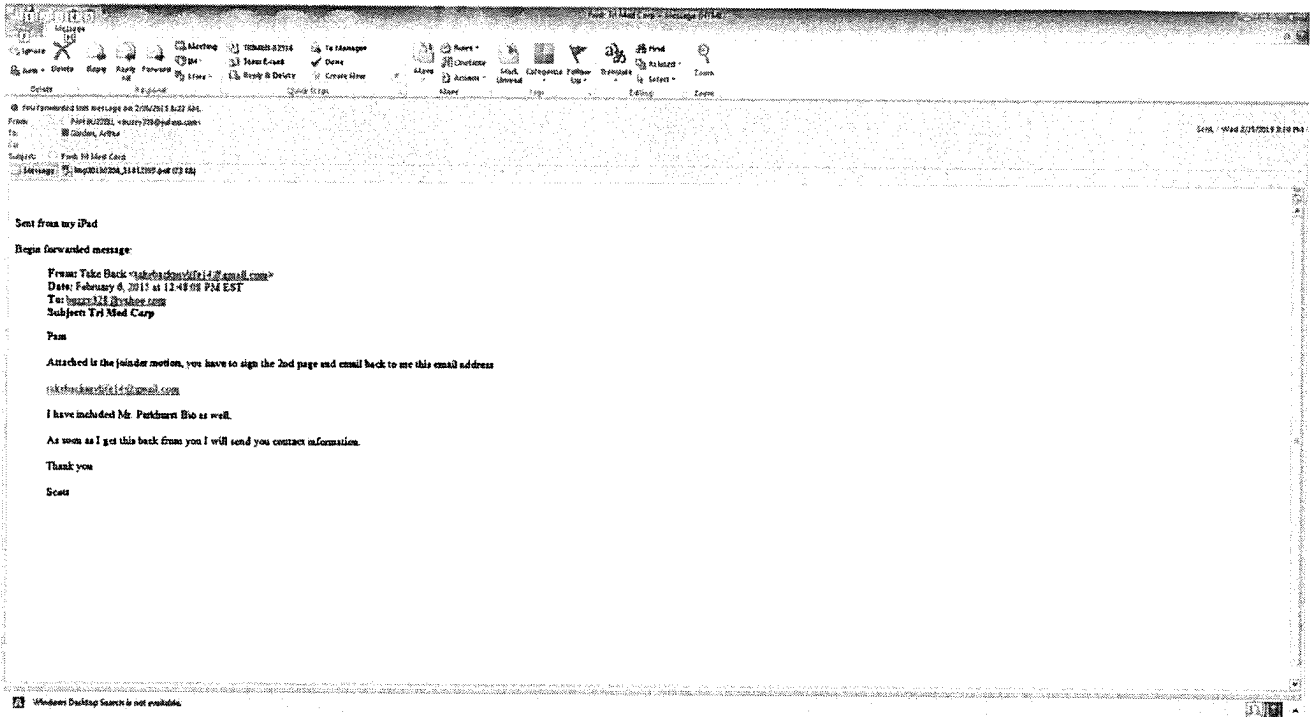
Eric D. Jacobs, Esq.
Jennis & Bowen, P.L.
400 North Ashley Drive
Suite 2540
Tampa, FL 33602
Primary Email: mpalmer@jennisbowen.com
Secondary Email:
eservice@jennisbowen.com
kfoley@jennisbown.com
Attorney for Non-Party A.J. Brent

s/Gianluca Morello
Gianluca Morello, FBN 034997

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EXHIBIT 5

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Screen Shot of e-mail (above)
forwarded to OFR.
See pages 24 a. and b.
for blow-up version
of e-mail.

Mig Melchior
3/5/15

(24)

Melchior, Greg

From: Gordon, Arthur
Sent: Thursday, February 26, 2015 8:22 AM
To: Melchior, Greg; Hernandez, Karina
Subject: FW: Tri Med Corp
Attachments: img20150206_11452393.pdf

From investor Buzzell.

Arthur Gordon
Financial Investigator Criminal Enforcement
Florida Office of Financial Regulation
Bureau of Financial Investigations
400 West Robinson St., Suite S-225
Orlando, FL 32801
Office: (407) 245-0608
Fax: (407)245-0806
arthur.gordon@flofr.com
Follow Us! **@FIFinancialReg**
http://www.flofr.com/



From: PAM BUZZELL [mailto:buzzy328@yahoo.com]
Sent: Wednesday, February 25, 2015 3:10 PM
To: Gordon, Arthur
Subject: Fwd: Tri Med Corp

Sent from my iPad

Begin forwarded message:

From: Take Back <takebackmylife14@gmail.com>
Date: February 6, 2015 at 12:48:08 PM EST
To: buzzy328@yahoo.com
Subject: Tri Med Corp

Pam

24a

Attached is the joinder motion, you have to sign the 2nd page and email back to me this email address

takebackmylife14@gmail.com

I have included Mr. Parkhurst Bio as well.

As soon as I get this back from you I will send you contact information.

Thank you

Scott

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION

Plaintiff,

Vs.

CASE NO.: 14-CA-001695

TRI-MED CORPORATION,
TRI-MED ASSOCIATES, INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT a/k/a
TERESA SIMMONS, and
ANTHONY N. NICHOLAS, JR.,

Defendants.

**JOINDER IN MOTION OF UNAFFILIATED CREDITORS
FOR PARTIAL RELIEF FROM INJUNCTION ORDERS**

The undersigned creditor (the "Joining Creditor") of Tri-Med Corporation ("Tri-Med"), hereby represents that the Joining Creditor possesses a claim against Tri-Med in the approximate amount of \$40,000.00 and as Joining Creditor joins in the "Motion of Unaffiliated Creditors for Partial Relief from Injunction Orders" (the "Relief from Injunction Motion") filed by Marvin Hunt, Joseph Wappman, Susan Wood, Doris Hernandez, William Hamilton, and Nancy Issac (collectively, the "Unaffiliated Creditors"), on November 26, 2014, seeking relief from two (2) orders of this Court that prohibit a voluntary or involuntary chapter 11 or chapter 7 bankruptcy filing against or by Tri-Med (the "Injunction Orders"), and granting Burton Wiand (the "Receiver") broad authority inconsistent with the best interests of the Joining Creditor, it being noted in all of the forgoing regards that the Joining Creditor is pro se, has not retained any law firm for representation in this matter, but has utilized this form as prepared by the Unaffiliated

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Creditors' counsel as a courtesy without undertaking additional responsibility for representation.

Joining Creditor, pro se

Name: Pamela Buzzell

Address: 3625 Cinnamon Fern Loop

Clermont, FL 34714

Signature _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided via electronic transmission and/or regular U.S. Mail on December __, 2014, to the following:

Gianluca Morello, Esquire
Burton Wiand, Esquire
Wiand Guerra King PL
5505 West Gray Street
Tampa, FL 33609

Luke Charles Lirot, Esquire
Luke Charles Lirot, PA
2240 Belleair Road, Suite 190
Clearwater, FL 33764

Edwin B. Kagan, Esquire
2709 Rocky Point Drive
Suite 102
Tampa, FL 33607

William A. Borja, Esquire
600 Bypass Drive, Suite 119
Clearwater, FL 33764

Douglas M. Holcomb, Esquire
400 West Robinson Street, Suite 225
Orlando, FL 32801

A. Gregory Melchior, Esquire
1313 Tampa Street, #615
Tampa, FL 33602

Jeremy Anderson
The Hotel Ivy
201 South 11th Street, #1520
Minneapolis, MN 55403

Anthony N. Nicholas, III
3520 Woodridge Parkway
Palm Harbor, FL 34684

Anthony N. Nicholas, Jr.
3520 Woodridge Parkway
Palm Harbor, FL 34684

John A. Anthony, Esquire
Anthony & Partners, LLC
201 N. Franklin St., Suite 2800
Tampa, FL 33602

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Bill Parkhurst

Bill Parkhurst is Director of the Corporate Sustainability Division for the Cross Creek Initiative, Inc. His experience includes serving as President and Director of St. Lucie - Jupiter Development Corporation, where he developed amenity focused residential communities which today are home to more than 2000 families. He has served as Chairman of AG Dixie, Inc., helping shape the strategy to manage large agricultural enterprises both in the United States and abroad. As Chairman of Knowledge Management Inc., he assisted in the creation of an interactive software system which is capable of revolutionizing the way organizations function and the way individuals plan and make decisions.

He co-founded and served as Chairman of Parkhurst, Payne & Co. a ship chartering and brokering concern, where he and his partner took advantage of their wealth of industry contacts and developed a niche business in Florida able to serve the needs of the shipping industry on a worldwide basis.

As Chairman and co-founder of Capital Resources Inc., he helped develop this specialized investment banking firm into a leader in public offerings of savings and loan equity. Mr. Parkhurst has served as a senior officer (i.e., Vice President, Executive Vice President, President and/or Director) of Carnival Cruise Lines and over 20 affiliated companies. He served as Executive Vice President of Holland American Cruises and Managing Director and Chief Operating Officer of Wm. Sword & Co. As co-founder and President of Direct Airways, he established a unique charter aircraft concept serving customers nationwide.

Mr. Parkhurst's experience spans financial, real estate, shipping and consulting industries. Throughout his career he achieved a high degree of success and rose to the top of the organizations with which he was associated. He is particularly recognized for his ability to identify opportunities and manage organizations towards profitability. He has a proven record as a trainer and developer of people and is noted for his sensitive and astute style of leadership. He combines wisdom, intelligence, style and leadership with intuitive interpersonal skills. Mr. Parkhurst has served as a trustee and helped establish both The Arison Foundation and its primary beneficiary, The National Foundation for Advancement in the Arts. He holds a B.A. from Yale University and an M.B.A from Stanford University.

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Exhibit VII

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

vs.

TRI-MED CORPORATION,
TRI-MED ASSOCIATES INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER,
IRWIN AGER,
TERESA SIMMONS BORDINAT, a/k/a
TERESA SIMMONS,
And ANTHONY N. NICHOLS, JR.,

CASE NO.: 2014-001695-CI

Defendants.

**OBJECTION TO AMENDED NOTICE OF HEARING
ON DEFENDANT'S MOTION FOR A MORE DEFINITE
STATEMENT**

Defendants Anthony N. Nicholas Jr., Anthony N. Nicholas III, and Jeremy Anderson hereby object to the Amended Notice of Hearing received from Plaintiff on February 11, 2015 that added Defendant's Motion for a More Definite Statement to the hearing calendar for February 19, 2015.

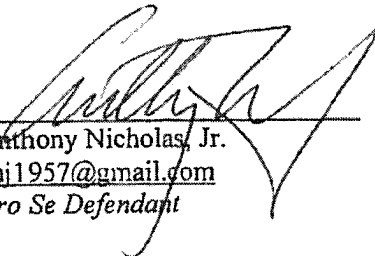
Plaintiff sent the amended notice acting unilaterally. Plaintiff failed to discuss with and reach an agreement with any of the objecting Defendants before issuing the amended notice. Defendants are unaware of any effort made by Plaintiff to contact the objecting Defendants regarding this scheduling matter.

The objecting Defendant's would like the opportunity to retain counsel and have time for their counsel to prepare before the Motion for a More Definitive Statement is heard by the Court.


NOW THEREFORE, these objecting Defendants respectfully request that the Amended Notice of Hearing served on February 11, 2015 by Plaintiff be stricken to the extent that it includes the added hearing for the Motion for a More Definitive Statement. These

objecting Defendants further request that the only motion the Court hears and considers on February 19, 2015 is the previously scheduled Motion of Unaffiliated Creditors for Partial Relief from Injunction Orders.


RESPECTFULLY SUBMITTED,



Anthony Nicholas, Jr.
anj1957@gmail.com
Pro Se Defendant



Anthony Nicholas III
anthonymicholas2@gmail.com
Pro Se Defendant



Jeremy Anderson
takebackmylife14@gmail.com
Pro Se Defendant

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished by using the Florida Courts E-Filing Portal and/or via email and/or via the U.S. Mail to the below parties and non-parties, this 13th day of February, 2015.

A Gregory Melchior
Assistant General Counsel
State of Florida
Office of Financial Regulation
1313 Tampa Street, Suite 615
Tampa, FL 33602-3394
Greg.Melchior@flofr.com
Attorney for Plaintiff

Edwin Kagan, Esq.
2709 N. Rocky Point Drive
Tampa, FL 33607
ebkagan@earthlink.net
livingston22@live.com
Attorney for Def Teresa Simmons Bordinat

John A. Anthony, Esq.
Anthony & Partners, LLC
201 North Franklin Street
Suite 2800
Tampa, FL 33602
janthony@anthonyandpartners.com
vcisco@anthonyandpartners.com
eservice@anthonyandpartners.com
*Attorney for Non-Party
Unaffiliated Creditors*

Luke Lirot, Esq.
2240 Belleair Road
Suite 190
Clearwater, FL 33764
luke2@lirotlaw.com
ryan@lirotlaw.com
jimmy@lirotlaw.com
Attorney for Defs Eric & Irwin Ager

Gianluca Morello, Esq
Michael Lamont, Esq.
Wiand Guerra King P.L.
5505 W. Gray Street
Tampa, FL 33609
gmorello@wiandlaw.com
mlamont@wiandlaw.com
Attorneys for the Receiver

Eric D. Jacobs, Esq.
Jennis & Bowen, P.L.
400 North Ashley Drive
Suite 2540
Tampa, FL 33602
mpalmer@jennisbowen.com
eservice@jennisbowen.com
kfoley@jennisbowen.com
Attorney for Non-Party A.J. Brent

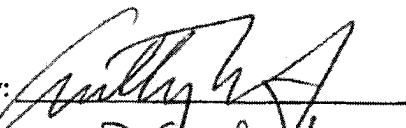
By: 
Title: Defendant

Exhibit VIII

**OFFICE OF FINANCIAL REGULATION (OFR)
BUREAU OF FINANCIAL INVESTIGATIONS (BFI)**

**SWORN TAPED INTERVIEW OF:
ROBERT WAIDLER and
JACQUELINE WAIDLER**

REFERENCE: Tri-Med Corporation
Case #32316

DATE OF INTERVIEW: February 25, 2015
11:02 a.m.

LOCATION OF INTERVIEW:

[REDACTED]
[REDACTED]

LEGEND:

AG: Arthur Gordon, Investigator, OFR
KH: Karina Hernandez, Investigator, OFR
RW: Robert Waidler, Interviewee
JW: Jacqueline Waidler, Interviewee

Transcribed By:
Christina Saunders

**INTERVIEW OF ROBERT WAIDLER and
JACQUELINE WAIDLER**

AG: My name is Financial Investigator Arthur Gordon. Today's date is February 25th, 2015. It's 11:02 a.m. Present with me right now are Senior Financial Investigator Karina Hernandez, and I'm here right now with two individuals. I'm going to ask them to state their name and their address for the record. And before I do that, what I'm going to ask you is, is it – do I have your permission to record this interview?

JW: Yes.

AG: Sir?

RW: Yes.

AG: All right. Sir, could you please state your name for me?

RW: My name is Robert J. Waidler.

AG: All right. And Mr. Waidler, where do you live at?

RW: [REDACTED] – what's the name of the . . .

JW: [REDACTED]

RW: What is it?

JW: [REDACTED]

RW: Bearfrid [sic]?

JW: I'm over here.

RW: Oh.

JW: [REDACTED].

RW: [REDACTED]

AG: All right. And what city is that?

RW: [REDACTED]; right?

JW: Yes.

RW: [REDACTED].

AG: And do you know what city you live in?

RW: I'm forgetting names.

JW: [REDACTED].

RW: [REDACTED].

AG: All right. And ma'am, could you please state your name for the record.

JW: I'm Mrs. Robert Waidler.

AG: All right.

JW: Jacqueline Waidler.

AG: All right. And where do you live at?

JW: [REDACTED]

AG: And what is your phone number:

JW: [REDACTED]

AG: Thank you. Now, I'm just going to ask you some questions about our investigation into the Tri-Med Corporation. We came here this morning with your consent, and we're sitting here in your home. And I brought to you – brought to your attention a document that is indicative of a joinder into what's called an unaffiliated creditor for a bankruptcy proceeding on behalf of the Tri-Med Corporation. In that document – it's a two-page document, and on the second page it indicates that the joining creditor pro se is Robert J. Waidler.

Now, we spoke about this, and you've examined the document fairly thoroughly; is that correct?

JW: Correct.

RW: That is correct.

AG: Okay. And you've looked through it. And do you recall ever seeing this document before, prior to today?

JW: No.

RW: No.

AG: Has anyone ever approached you with this document/spoken to you about this document?

JW: No.

RW: No.

AG: Do you understand what the Tri-Med Corporation is asking? For a bankruptcy proceeding; do you understand that?

JW: No, I don't.

RW: No.

AG: You've seen the printing. Does the printing look – on it where it says name and address, does that look like any printing that you or Mr. Waidler may have done?

JW: It looks like printing I have done.

AG: Does the signature look – appear to be Mr. Waidler's signature?

JW: No.

AG: All right. And you mentioned to me earlier that you have a Power of Attorney?

JW: Yes.

AG: And that Power of Attorney gives you the authority to sign for Mr. Waidler; is that correct?

JW: Yes. Because he's blind.

AG: He is blind. And so when I look at the signature, the signature says: Waidler [comma] Robert J. Would that be characteristic of how Mr. Waidler would sign a document?

JW: He has never signed anything that way.

RW: Absolutely not.

JW: Never.

AG: And that doesn't appear to be how you would sign for his name either; is that correct?

JW: Oh, no. No.

AG: All right. And we see that there's a line. Would it be very difficult for Mr. Waidler, being blind, to sign on a line such as that?

JW: Yeah. It would be very difficult. I would have to, with my finger, put his pen where – there. But he still would not be able to sign on the line.

AG: All right. So it's my understanding that, just so I can clarify, you've never seen this document before, and you're stating that you've never signed your name or anything to this document; is that correct?

JW: Correct.

AG: All right. Before I conclude the interview, I'm going to ask each of you to raise your right hand for me. I'm going to swear you in that the testimony you gave is true and correct to the best of your knowledge, so help you God.

JW: Raise your right hand, Bob.

RW: [Complies]

AG: Okay. Do you swear and affirm that the statements that you just gave were true and correct to the best of your knowledge, so help you God?

JW: Yes.

RW: Yes.

AG: All right. You've been sworn in. Is there anything that I haven't asked you that you'd like to tell me at this time?

JW: No. Just that –

RW: [Interposing] No.

JW: -- I don't understand this bankruptcy thing, and I'd like to get my money back.

AG: Okay. Mr. Waidler?

RW: I feel the same way.

AG: This will conclude –

RW: [Interposing] I'd like to get my money back that I invested.

KH: Have you – have either of you signed any documents in 2015 pertaining to the Tri-Med company?

JW: Never signed anything in 2015.

RW: No.

JW: No.

KH: Okay.

JW: He couldn't anyway.

KH: Okay.

JW: I would sign for . . .

KH: Okay. That's it.

AG: All right. This will conclude the interview. It is now 11:07 a.m. Thank you.

[INTERVIEW CONCLUDED]

Exhibit IX

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

vs.

Case No.: 14-001695-CI

TRI-MED CORPORATION,
TRI-MED ASSOCIATES INC., JEREMY
ANDERSON, ANTHONY N. NICHOLAS,
III, ERIC AGER, IRWIN AGER, TERESA
SIMMONS BORDINAT a/k/a TERESA
SIMMONS, and ANTHONY N.
NICHOLAS, JR.,

Judge Anthony Rondolino

Defendants.

vs.

TMFL HOLDINGS, LLC

Relief Defendant.

_____ /

THE RECEIVER'S SUPPLEMENTAL REPORT

Burton W. Wiand, the Court-appointed Receiver for Tri-Med Corporation ("Tri-Med"), Tri-Med Associates Inc. ("TMA"), and TMFL Holdings, LLC ("TMFL") (collectively the "Receivership Entities"), hereby files this Supplemental Report ("Supplemental Report") to inform the Court, the investors, and others interested in the Receivership Entities of significant recent activities of the Receivership. Pursuant to the Order Appointing the Receiver, the Receiver is required to file Interim Reports every 120 days. The Receiver's next report is due to the Court on March 20, 2015. The Receiver, however, wishes to inform the Court and the investors of significant activities which recently have been completed and/or are underway at this time. For more information regarding the Receivership in general

and other activities of the Receiver, please refer to the Receiver's previously filed Interim Reports which are available on the Receiver's website, www.trimedreceivership.com. A copy of this Supplemental Report will be posted on this website.

Overview of Significant Activities In This Report

The Receiver and professionals he has retained have engaged in the following recent significant activities:

- Initiated the Claims Process by filing a motion to approve (1) a Proof of Claim Form and procedure to administer claims; (2) a deadline for filing Proofs of Claim; and (3) notice by mail and publication, and mailed 293 letters to investors advising them that this motion had been filed;
- Filed complaints asserting fraudulent transfer and unjust enrichment claims against "sales agents" seeking the recovery of commissions and/or other payments these agents received for selling purported "investments" in Tri-Med in Florida;
- Opposed and prevailed on "sales agent" A.J. Brent's emergency motion for protective order wherein Mr. Brent sought to avoid the Receiver's scheduled deposition of him or limit the Receiver's ability to question him;
- Deposed Mr. Brent and discovered through his testimony that (1) Mr. Brent is in close and frequent contact with Defendant Jeremy Anderson and is the intermediary between the lawyers who filed a motion for relief from this Court's injunction to file an involuntary bankruptcy petition for Tri-Med and the six investors behind that motion; (2) Anderson and Tri-Med sales agents are likely paying the attorneys' fees to mount these efforts; and (3) these six investors were likely given false information about why they should file involuntary bankruptcy petition;
- Opposed efforts to place Tri-Med into involuntary bankruptcy which appears to be an ostensible effort for Defendants and sales agents like Mr. Brent to exert influence and/or control over Tri-Med and its assets and to thwart the Receiver's and the State of Florida's efforts to hold Defendants and others such as Mr. Brent accountable for their unlawful activities;
- Recovered the total amount of **\$752,089.25** in payment of accounts receivable since the appointment of the Receiver through February 11, 2015;
- Created a cost-effective mechanism by which to negotiate and collect on the remaining outstanding accounts receivable on favorable terms to the Receivership estate through the retention of Thomas Carey, an individual experienced in

purchasing and negotiating medical accounts receivable, and filed a motion to approve the retention of Mr. Carey for this purpose;

- Secured contracts, pending inspection and Court approval, in a combined amount of \$295,000 for two of the real properties in the possession of the Receivership;
- Formed an Investors Committee which would consist of a small number of defrauded investors who would be able to convey to the Receiver the investors' views regarding actions of the Receivership and provide information to other defrauded investors.

The above activities are discussed in more detail in the pertinent sections of this Supplemental Report.

Background

On March 4, 2014, the State of Florida, Office of Financial Regulation (“OFR”), initiated this action against the Defendants seeking emergency relief to stop a fraudulent investment scheme involving hundreds of mostly elderly victims. That same day, on the OFR’s motion, the Court entered an order appointing Burton W. Wiand as Receiver for Tri-Med Corporation and Tri-Med Associates Inc. (the “**Order Appointing Receiver**”). On May 13, 2014, the Court granted the Receiver’s motion to expand the scope of the Receivership to include Relief Defendant TMFL Holdings, LLC. Tri-Med Corporation, Tri-Med Associates, and TMFL Holdings are hereinafter collectively referred to as the “**Receivership Entities.**”

The Receiver’s ensuing investigation has shown that the Defendants violated Florida securities laws from at least 2011 forward by raising over \$17 million through the offer and sale of unregistered securities based on misrepresentations that, among other things, those funds would be (a) used to purchase medical accounts receivable purportedly backed by Letters of Protection (“LOPs”)¹ and (b) safeguarded by being kept in an attorney trust account. These

¹ LOPs are typically provided by accident victims, and their attorneys, who are seeking damages from another party’s insurance company to medical clinics that agree to see them. These treating
(footnote cont’d)

representations were false, as were many others. At best, only approximately 25% of investor funds were used to purchase LOPs, and of the more than \$17 million raised from investors, Defendants and their related entities directly received or benefitted from approximately \$6.5 million, or 38% of investor funds.

Since the appointment of the Receiver, Defendants have filed numerous motions in an effort to derail and impede the efforts of the Receiver and the Receivership. On October 22, 2014, the Court heard evidence for most of the day on one such motion, the Defendants' emergency motion to vacate and dissolve the Receivership and temporary injunction. At the conclusion of the hearing, the Court found "the evidence is clear and convincing and reaches a very high level that this was a fraudulent scheme to steal people's money." The Court added, "[t]he whole series of introduction of evidence and testimony in this case is highly suggestive of numerous criminal offenses that . . . [the Defendants] might be fearful of from tax evasion to securities violations to fraud and theft, et cetera et cetera." Thus, while the Defendants touted an investment opportunity in medical receivables as safe as an investment in certificates of deposit, in reality, it was a fraudulent scheme in which money raised from new investors and additional money raised from existing investors was, among other things, used to (1) make purported "interest" payments to investors; (2) re-pay investors their purported "principal"; (3) pay substantial purported "commissions" to "sales agents" for successfully soliciting investors; and (4) pay an astounding 27% of funds from investors to themselves as purported "management

medical clinics agree to provide treatment in exchange for a LOP from the patient and the attorney, and not from any insurance company. The LOP is essentially a promise to pay a reasonable fee for necessary medical services from any settlement or judgment obtained by the patient in connection with the accident. Often due to cash flow constraints, these medical clinics sell these accounts receivable at a discount to other businesses.

expenses,” “office expenses,” and “overhead.” Only approximately \$4 million of the over \$17 million raised from investors was ever used to buy LOPs.

For more information regarding the Receiver’s findings, please refer to the Receiver’s Interim Reports.

Significant Activities Recently Undertaken or Currently Underway.

This Supplemental Report is intended to report on significant recent activities. For more information regarding all actions taken by the Receiver, please refer to the Receiver’s regularly filed Interim Reports.

1. Initiated the Claims Process.

The Receiver and his professionals have spent considerable time examining voluminous documents relating to the Receivership Entities and, to the extent necessary, reconstructing their books and records. The Receiver has completed his review and analysis of documents relating to each investment to determine the amounts owed, if any, to each investor. The Receiver is close to concluding the process of determining the legal obligations of the Receivership Entities, and to confirm the extent of those obligations, and to allow investors, other potential creditors to advise the Receiver of any additional possible claims against the Receivership Entities, on February 9, 2015, the Receiver filed a motion to initiate the claims process. The motion seeks the Court’s approval of (1) a Proof of Claim Form and procedure to administer claims, (2) a deadline for the filing of proofs of claim, and (3) notice by mail and publication. On February 10, 2015, the Receiver mailed a letter to each investor informing them of the filing of this motion and advising them that the motion and its exhibits are available on the Receiver’s website or can be obtained by calling the Receiver’s office.

To make the claims process easier for investors, the Receiver has proposed to the Court that he mail a Proof of Claim Form to the last known address of each known investor and include

with the Proof of Claim Form instructions for completing the form. Further, to the extent possible, the Receiver proposed to include with the Proof of Claim Form the Net Investment Amount the Receiver has calculated for each investor – which is the amount of money the pertinent investor is owed according to the records the Receiver has recovered. For more information regarding the claims process and the proposed procedures, please refer to the claims process motion and exhibits available on the Receiver's website, www.trimedreceivership.com.

2. Commenced Litigation Against “Sales Agents.”

On February 17, 2015, the Receiver initiated actions against “sales agents” seeking to recover commissions and/or other payments which were fraudulently transferred to them. These actions have been brought against the following: (1) Jodie and Jeffrey Miller, seeking recovery of approximately \$134,208.20; (2) William Gross, seeking recovery of approximately \$142,200.02; (3) John Parker, seeking recovery of approximately \$56,452.70; (4) Elliot Simon, seeking recovery of approximately \$24,630.00; (5) A.J. Brent, seeking recovery of approximately \$104,642.40; (6) George Roe, seeking recovery of approximately \$6,350.00; (7) John Burns, seeking recovery of approximately \$1,850.00; (8) Barbara Ager, seeking recovery of approximately \$13,345.00; and (9) Total Retirement Security Planning and Mentoring Group, LLC, Lauren Lindsay, Donald Brothers, Scott S. Schultz, Lisa Schager-Smith, Edward Wendol, James Britain, Thomas Tyrkala, John Persico, Rosanna Okenquist, David Okenquist, and Joe Manassa, seeking recovery of approximately \$190,097.35.

The Receiver is continuing to evaluate claims he may have against other individuals and entities which may have liability in connection with the Defendants' fraudulent scheme. The Receiver will institute actions when liability is apparent and collection is likely.

3. Opposed Ostensible Efforts by the Defendants to Place Tri-Med Into Involuntary Bankruptcy to Try to Exert Influence or Control Over Tri-Med and Its Assets and to Try to Thwart the Receiver's and OFR's Efforts.

The Receiver has also opposed two motions brought by several scheme victims seeking relief from the injunctive provisions of the Order Appointing Receiver to file a voluntary and/or involuntary bankruptcy petition on behalf of Tri-Med. The Receiver has learned that these efforts are being orchestrated by one or more Defendants, including Defendant Anderson, and that he and "sales agents" have sought to fund those efforts. Indeed, Defendants Anderson and Anthony N. Nicholas, Jr. recently admitted that they had been involved in communications with an individual they had selected to assume control of Tri-Med during bankruptcy. In carrying out this conspiracy, Defendants have caused numerous misrepresentations and omissions to be made to scheme victims – essentially re-victimizing these same victims. Through these efforts, Defendants are seeking not only to wrest control of the Receivership Entities away from the Receivership, but also to thwart aggressive investigative efforts that have exposed the criminality of the scheme and the Defendants' roles in the scheme.

On September 19, 2014, non-party Robert McClellan ("R. McClellan") filed a Motion for Relief from Injunction (the "**First Bankruptcy Motion**") seeking relief from the Order Appointing Receiver in order to file a bankruptcy petition on behalf of Receivership Entities. After the filing of the motion, correspondence purportedly authored by R. McClellan (the "**Letter**") was sent to scheme victims enclosing the First Bankruptcy Motion and making multiple false and misleading representations in requesting that each investor sign and return a statement attesting to their support of the Motion. For example, the Letter stated, in relevant part:

"The granting of an involuntary bankruptcy petition will remove the Receiver, lift the injunction, and allow the matter to be transferred to

Federal Bankruptcy Court. Pending approval by and under the auspice of the Bankruptcy Court, TriMed will reorganize under the new management of William Parkhurst (see enclosed bio). This will allow the company to operate in such a manner as to maximize the return to the Investors; contrary to the current actions of the Receiver.

...

As the TriMed Interest Account is fully funded, this will enable TriMed to immediately bring all interest payments current.

Mr. McClellan's counsel had not seen nor authorized the Letter. The Receiver noticed Mr. McClellan for deposition to learn the motivations behind the filing of the First Bankruptcy Motion, but Mr. McClellan failed to appear for his deposition. The Court addressed Mr. McClellan's motion at a hearing on October 23, 2014, and the motion was ultimately denied.

On November 26, 2014, non-party investors in the investment scheme underlying this case, Marvin Hunt, Joseph Wappman, Susan Wood, Doris Hernandez, William Hamilton, and Nancy Isaac (the "6 Investors"), filed a Motion of Unaffiliated Creditors for Partial Relief From Injunction Orders (the "Second Bankruptcy Motion"), again seeking authority to file voluntary and/or involuntary bankruptcy petitions on behalf of the Receivership Entities. Through the deposition of former Tri-Med sales agent A.J. Brent ("Brent"), the Receiver learned that (a) the law firm representing the 6 Investors primarily communicated with those investors through Brent; (b) Brent communicated weekly with Defendant Jeremy Anderson, with whom he discussed efforts to place Tri-Med into bankruptcy; and (c) Defendant Anderson had solicited Brent and other former Tri-Med sales agents to contribute to the legal costs incurred in filing the Second Bankruptcy Motion. Counsel for the 6 Investors also instructed Brent not to respond to questions seeking the extent of his communications with the 6 Investors. In short, it is clear that Defendant Anderson and possibly others are behind efforts to place Tri-Med into bankruptcy.

As demonstrated in the Letter purportedly authored by Mr. McClellan to scheme victims, the Receiver believes that Defendants are attempting to convince investors to support the

bankruptcy efforts through the dissemination of misrepresentations and/or omissions of material facts about the benefits of a bankruptcy forum – including the unsubstantiated fact that somehow bankruptcy will rehabilitate a company that committed numerous violations of securities laws and that investors will be paid both their outstanding principal and interest despite clear evidence that Defendants misappropriated millions of dollars of investors' funds.

The Receiver also believes that Defendants are pushing efforts to place Tri-Med into bankruptcy due to the aggressive investigations being conducted by the Receiver and OFR that are demonstrating the breadth of the fraud committed by Defendants. Indeed, each of the Defendants has been notified by the Department of Justice that they are the subject of an ongoing criminal investigation with respect to their conduct as officers of Receivership Entities. Defendant Anderson is surely particularly sensitive to this criminal investigation as he is a fugitive because he has an active warrant for his arrest for charges against him of grand theft in December of 2010. The Receiver has also been forced to defend efforts by Defendant Anderson to un-freeze bank accounts in Minnesota containing investor funds. In short, aggressive investigative efforts by the Receiver and OFR into Defendants' conduct also likely plays a factor in Defendants' motivations to switch forums to bankruptcy.

Contrary to Defendants' unsubstantiated and false claims, bankruptcy proceedings are governed by complex statutes and procedures that result in significant administrative and other expenses that make them far more expensive than Receiverships. For example, additional significant costs of a bankruptcy would include costs for a trustee and trustee's counsel and for various creditor committees and their counsel. As a result, far more assets recovered by the Receiver would be spent in bankruptcy than in this receivership. The Receiver has made extensive efforts since his appointment, including securing over \$5 million in assets; reaching

favorable agreements with third parties to manage and collect on receivership assets; initiating a claims process through which the Receiver ultimately will be able to distribute funds to defrauded investors with approved claims; and, as discussed above, investigating potential causes of action against individuals and entities who may have liability to the Receivership estate, and he has begun to initiate actions against such individuals and entities. By placing Tri-Med into bankruptcy, many of these efforts would have to be duplicated and the costs to investors would unnecessarily and significantly increase, and all of them would be delayed and some could be significantly harmed by the delay. Further, because it likely would take significant time for a trustee to get up to speed on all of the foregoing and accomplish everything required by bankruptcy procedure to initiate a claims process, distributions to defrauded investors likely would be significantly delayed as well.

4. Created Cost-Effective Mechanism To Negotiate and Collect on Outstanding Accounts Receivable.

Although Defendants operated a fraudulent investment scheme, they appeared to have used approximately \$4 million of the approximately \$17 million raised from investors to actually buy medical accounts receivable. The Receivership Entities kept very poor and incomplete records of the accounts receivables. As a result of this, the Receiver's efforts to identify all receivables purchased by the Receivership has been a time-intensive process involving forensic accountants and extensive communications with medical providers and attorneys for patients. Because of the close relationship between the Defendants and certain medical providers, there is substantial concern as to the validity of a number of receivables purportedly purchased by Tri-Med, and the Receiver's investigation to date indicates that there may be problems with a significant amount of the receivables that were purchased. For example, some of the LOPs are bogus and simply were fabricated to attempt to hide the diversion of investor funds and others

were double sold by the medical provider so that both Tri-Med and other parties claim competing ownership of those receivables. Further, some LOPs contain language barring their assignment.

Since the Receiver's appointment, his team has been handling the negotiation and collection of LOPs while also thoroughly investigating the amount of the Receivership Entities' LOPs. The Receiver has recovered the total amount of \$752,089.25 in payment of accounts receivable since his appointment through February 11, 2015. While the fact that Tri-Med is in receivership has given the Receiver's team significant leverage to negotiate favorable resolutions of LOPs – often recovering 100% of an LOP's face value despite industry averages that are significantly below that sum – such efforts require significant time and effort. To find the most cost-effective way of resolving the LOPs while maximizing the benefit to the Receivership estate, the Receiver explored entering into an arrangement with a third party to handle the administration, negotiation, and collection of LOPs currently owned by the Receivership Entities.² As a result of this search, the Receiver entered into an agreement with Thomas Carey, J.D., LL.M., P.A. (“**Mr. Carey**”). Mr. Carey is an attorney who is highly qualified and experienced in handling the negotiation of LOPs. He is a personal injury lawyer who has handled more than 50,000 personal injury cases and also has been a principal in several companies focused on the business of purchasing receivables from medical service providers. Mr. Carey's significant experience with personal injury litigation and LOPs has allowed him to

² Before this Receivership, Tri-Med spent approximately \$2.37 million of the approximately \$4 million used to buy LOPs to buy LOPs from Florida Surgery Consultants, LLC (“**FSC**”) and its related entities. The arrangement with FSC provides a guaranteed payout to Tri-Med of either 50% or 55% of an LOP's face value, depending on the medical procedure. The FSC LOPs are excluded from the Receiver's arrangement with Mr. Carey because there is no need to negotiate these LOPs.

become intimately familiar and knowledgeable with the collection and negotiation of LOPs and to develop extensive relationships with personal injury attorneys throughout West Florida.

On February 11, 2015, the Receiver filed a motion to approve the medical accounts receivable collection agreement with Mr. Carey. In pertinent part, the agreement provides that Mr. Carey will act as the Receiver's agent in connection with the negotiation and collection of approximately 2,100 LOPs with a best-case-scenario face value of roughly \$6.5 million.³ Mr. Carey will be compensated in the amount of 5% of the gross settlement amount of each negotiated LOP. This compensation rate was the lowest rate obtained by the Receiver. The Receiver believes that this compensation rate is favorable to the Receivership and adequately factors in the amount of attorney time required for negotiation and collection of LOPs. The agreement contains multiple mechanisms to ensure the highest possible recovery rate for the LOPs. By structuring the compensation agreement on the amount of settled LOPs, Mr. Carey's compensation will be directly tied to the amount he is able to secure through settlement of the LOPs and thus provides an incentive to obtain the highest settlement possible. Further, Mr. Carey is required to obtain written approval from the Receiver to settle any LOP for less than 80% of the corresponding LOP's face value. He is also required to provide the Receiver with monthly written reports detailing his efforts. The Receiver believes that this arrangement with Mr. Carey is in the best interest of the Receivership because it places negotiation and collection

³ As noted above, the accounts receivable are based on a promise to pay a reasonable fee for medical services from any settlement or judgment obtained by a patient in connection with an accident. Once the dispute relating to the accident is resolved, the attorney representing the patient generally tries to negotiate the amount owed. It is common practice for the receivables to be paid at significantly less than face value, if indeed they are ever paid, for a number of reasons. Those reasons include that the amount billed for the procedures conducted by the medical providers is excessive; that some of the procedures conducted were unnecessary; or that the patient did not recover sufficient (if any) money to pay the receivable owed.

of the LOPs in the hands of a highly experienced and successful person at a favorable rate to the Receivership and is structured in such a way as to encourage the highest possible recovery on the LOPs.

5. Secured Contracts For the Sale of Two Real Properties In the Possession of the Receivership

As previously stated, the Receiver's investigation has revealed that investor funds were misappropriated for unauthorized uses, including the purchase of real estate. Specifically, evidence shows that Defendants used investor funds to purchase five parcels of residential real estate. Two of these properties were purchased in the name of TMFL and one property was purchased through a straw buyer who has executed a quitclaim deed to Tri-Med. Below are the addresses and purchase prices of each of the properties:

Address	Purchase Price
4202 Bay Club Circle, Tampa, Florida (" Bay Club Property ")	\$95,000
909 E. Cayuga Street, Tampa, Florida (" Cayuga Property ")	\$89,000
15316 Stonecreek Lane, Tampa, Florida (" Stonecreek Property ")	\$174,500
11029 117th Street, Seminole, Florida (" Seminole Property ")	\$88,500
9035 St. Regis Lane, Port Richey, Florida (" Port Richey Property ")	\$38,000

There do not appear to be any encumbrances on these properties. The Receiver has secured possession of these properties and taken necessary measures to protect the assets, including changing the locks, obtaining property insurance, and making sure the properties are adequately monitored. All of the properties have been listed for sale.

The Receiver has entered into contracts for the sale of two of these properties: the Bay Club Property and the Stonecreek Property for a combined amount of \$295,000. On January 20,

2014, the Receiver entered into a contract for the sale of the Stonecreek Property “as is” for the purchase price of \$170,000. On February 11, 2015, the Receiver entered into a contract for the sale of the Bay Club Property “as is” for the purchase price of \$125,000. Both of these sales are pending inspection and the financing approval by the purchasers. Once inspection and financing have been completed, the Receiver will seek Court approval of the sale of these properties for the amounts identified above. If Tri-Med is placed into bankruptcy, the Receiver will be unable to proceed with these sales and the sales likely will not take place.

6. Formed an Investors Committee.

The Receiver has established an Investors Committee which will consist of a small number of defrauded investors. The Receiver contacted eight investors and invited them to serve on this Committee. All but one of these investors participated in a conference call with the Receiver on February 13, 2015, to discuss this matter. All of these investors, including Mr. McClellan, have agreed to participate in the Investors Committee. Collectively, these investors invested approximately \$2.7 million in this fraudulent investment scheme.⁴ The purpose of the Investors Committee would be to provide the Receiver the ability to confer in an efficient manner with interested investors who can provide views with respect to the actions of the Receivership and provide information to other defrauded investors. The Receiver also has communicated with highly experienced securities attorney Robert Pearce who will represent the interests of the Investors Committee. Mr. Pearce has over 30 years of experience in representing investor victims and previously worked for the United States Securities and Exchange Commission. Mr. Pearce currently represents an individual who invested in the fraudulent

⁴ These amounts include investments made by the investors individually, jointly with a spouse, on behalf of an entity, and as a trustee of a trust.

scheme and is pursuing litigation on behalf of that investor against a Tri-Med sales agent. He may represent other individuals and is available to provide counsel to all victims. He can be reached at (561) 338-0037 and investors can view his website at www.secatty.com. Information about the Investors Committee can be obtained from Mr. Pearce or the Receiver.

CONCLUSION

Creditors and investors in the Receivership Entities are encouraged to periodically check the informational website, www.trimedreceivership.com, for information concerning this Receivership. To minimize expenses, creditors and investors are encouraged to consult the Receiver's website before contacting the Receiver or his counsel. However, the Receiver encourages individuals or attorneys representing investors who may have information that may be helpful in securing further assets for the Receivership estate or identifying other potential parties who may have liability to either the Receivership estate or investors to either email jrizzo@wiandlaw.com, or call Jeffrey Rizzo at (813) 347-5100.

Dated this 17th day of February, 2015.

Respectfully submitted,

s/Burton W. Wiand

Burton W. Wiand, FBN 0407690

bwiaand@wiandlaw.com

WIAND GUERRA KING P.L.

5505 West Gray Street

Tampa, FL 33609

Tel.: (813) 347-5100

Fax: (813) 347-5198

Receiver for Tri-Med Corporation, Tri-Med Associates Inc., and TMFL Holdings, LLC

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on February 17, 2015, I electronically filed a true and correct copy of the foregoing with the Clerk of the Court by using the Florida Courts E-Filing Portal, which served the following parties and non-parties:

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Office of Financial Regulation
400 West Robinson Street, Suite S225
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Assistant General Counsel
Office of Financial Regulation
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eservice@jennisbowen.com
kfoley@jennisbown.com
Attorney for Non-Party A.J. Brent

s/Gianluca Morello
Gianluca Morello, FBN 034997

RECEIVER'S VERIFICATION

I declare and affirm under the penalties of perjury that the foregoing facts are true and correct to the best of my knowledge and belief.

s/Burton W. Wiand
Burton W. Wiand, as Receiver

Exhibit X

EXHIBIT 20:

***HOSPITAL CORP OF AMERICA'S (HCA) EMAIL
RESPONSE DENYING ANY RELATIONSHIP WITH TRI-
MED CORPORATION.***

Gordon, Arthur

From: Martin B. Goldberg <mgoldberg@lashgoldberg.com>
Sent: Friday, December 13, 2013 2:26 PM
To: Gordon, Arthur
Subject: Contact - Thank you.

Attorneys at Law	
Martin B. Goldberg	Miami Office: Miami Tower
Fort Lauderdale Office:	100 S.E. 2nd Street, Suite 1200
Weston Corporate Center	Miami, Florida 33131
2700 South Commerce Parkway Suite	Phone: (305) 347-4040
305	Fax: (305) 347-4050
Fort Lauderdale, Florida 33331	http://www.lashgoldberg.com/
mgoldberg@lashgoldberg.com	

Gordon, Arthur

From: Pamela.Rittenhouse@hcahealthcare.com
Sent: Monday, December 09, 2013 9:14 AM
To: Gordon, Arthur
Subject: FW: Call from an 'investigator'

See below.

From: St. Pierre Jay
Sent: Thursday, December 05, 2013 5:28 PM
To: Rittenhouse Pamela
Subject: Re: Call from an 'investigator'

Yes please

Sent from my iPhone

On Dec 5, 2013, at 4:08 PM, "Rittenhouse Pamela" <Pamela.Rittenhouse@hcahealthcare.com> wrote:

Jay, do you want me to call Art Gordon back and share Craig's message with him?

From: Brooks Craig
Sent: Wednesday, December 04, 2013 5:21 PM
To: Rittenhouse Pamela
Cc: St. Pierre Jay
Subject: RE: Call from an 'investigator'

This is something we have responded to before. I believe Tri-Med is a factoring company, and claims to have done work for us, but this is not the case, as confirmed by Eric Lawson last year. I recall contacting the representative from the state Bureau (several times) to tell her this. I just wish I could remember the name of the female investigator. The Bureau should already have information on file from us regarding this.

Craig

From: Rittenhouse Pamela
Sent: Wednesday, December 04, 2013 3:00 PM
To: Brooks Craig
Cc: St. Pierre Jay
Subject: Call from an 'investigator'

Good afternoon, Craig. I received a call on my work cell phone this afternoon from Art Gordon, who identified himself as an investigator with either the Bureau of Financial Investigation or the Financial Bureau of Investigation (I am not positive of the exact order of the name of the organization). He told me he's looking into a company called Tri-Med because the company's collateral indicated a relationship with North Florida Regional Medical Center. His number is 407 245 0608.

I talked with Jay about this, and he asked that I email you. Please let me know if there is anything you would like for me to do with the call from Mr. Gordon. Thanks much!

Gordon, Arthur

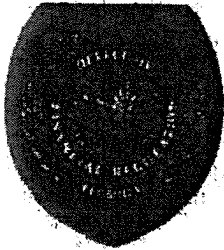
From: Shelley.Kolseth@hcahealthcare.com
Sent: Friday, December 13, 2013 11:31 AM
To: Gordon, Arthur
Cc: Hernandez, Karina
Subject: RE: TRIMED

HCA Legal Department has checked with all of the hospitals, and none has a record of any relationship with Trimed. HCA is sending a cease and desist letter to Trimed.

From: Gordon, Arthur [<mailto:Arthur.Gordon@flofr.com>]
Sent: Friday, December 06, 2013 9:49 AM
To: Kolseth Shelley
Cc: Hernandez, Karina
Subject: RE: TRIMED

Thank you, will the HCA legal also be addressing those facilities also reference my request?

Arthur Gordon
Senior Investigator
Florida Office of Financial Regulation
Bureau of Investigations
400 West Robinson St., Suite S-225
Orlando, FL 32801
(407) 245-0608
arthur.gordon@flofr.com



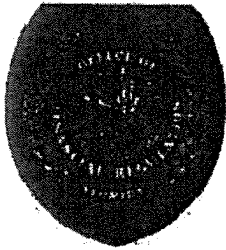
From: Shelley.Kolseth@hcahealthcare.com [<mailto:Shelley.Kolseth@hcahealthcare.com>]
Sent: Friday, December 06, 2013 9:16 AM
To: Gordon, Arthur
Cc: Hernandez, Karina
Subject: RE: TRIMED

Palms, Town, Blake, Northside, North FL

From: Gordon, Arthur [<mailto:Arthur.Gordon@flofr.com>]
Sent: Friday, December 06, 2013 8:51 AM
To: Kolseth Shelley
Cc: Hernandez, Karina
Subject: RE: TRIMED

Thank you for the quick response. Does it look like any of the other Hospitals are part of the HCA group?

Arthur Gordon
Senior Investigator
Florida Office of Financial Regulation
Bureau of Investigations
400 West Robinson St., Suite S-225
Orlando, FL 32801
(407) 245-0608
arthur.gordon@flofr.com



From: Shelley.Kolseth@hcahealthcare.com [<mailto:Shelley.Kolseth@hcahealthcare.com>]
Sent: Thursday, December 05, 2013 2:13 PM
To: Gordon, Arthur
Cc: Hernandez, Karina
Subject: RE: TRIMED

Mr. Gordon,

I have forwarded this information to HCA's in house legal counsel to follow up on and they will send you a response once they complete their research. This may take a few weeks. Thank you for bringing this to our attention.

From: Gordon, Arthur [<mailto:Arthur.Gordon@flofr.com>]
Sent: Thursday, December 05, 2013 9:28 AM
To: Kolseth Shelley
Cc: Hernandez, Karina
Subject: TRIMED

Shelley,
Please review the attached document. According to the investor information packet from TRIMED, Memorial is listed as a partner. TRIMED according to the investors information purchases letters of protection with investor funds. Any information or guidance on this inquiry would be greatly appreciated.

Arthur Gordon
Senior Investigator
Florida Office of Financial Regulation
Bureau of Investigations
400 West Robinson St., Suite S-225
Orlando, FL 32801
(407) 245-0608

Gordon, Arthur

From: Thomas.Smith@HCAHealthcare.com
Sent: Thursday, December 12, 2013 5:02 PM
To: Gordon, Arthur
Cc: Thomas.Smith@HCAHealthcare.com
Subject: RE: TRI-MED

I've reviewed the attached document and can attest that Trimed is not a vendor Blake Medical Center utilizes to manage any Letter of Protection cases. We do utilize a company called Cane Capital to manager our LOP business which is very minimal. Additionally, I contacted Cane Capital (proprietor – Greg Girard) and confirmed with him that they have not sold any LOP receivables to Trimed.

Please let me know if I can be of further assistance.

T. Andrew Smith
Chief Financial Officer
Blake Medical Center
941-798-6114 (office)
727-798-6944 (cell)

From: Gordon, Arthur [<mailto:Arthur.Gordon@flofr.com>]
Sent: Thursday, December 12, 2013 4:25 PM
To: Smith Andrew
Subject: TRI-MED

Mr. Smith, attached you will find the provider list. If you could review the document please, and respond with you findings it would be greatly appreciated.

Arthur Gordon
Senior Investigator
Florida Office of Financial Regulation
Bureau of Investigations
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Orlando, FL 32801
(407) 245-0608
arthur.gordon@flofr.com

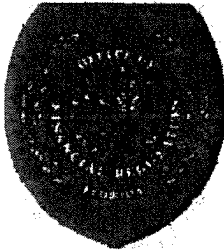


Exhibit XI

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

vs. CASE NO.: 14-001695-CI

TRI-MED CORPORATION,
TRI-MED ASSOCIATES INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIZEMORE BORDINAY
a/k/a TERESA SIMMONS
and ANTHONY N. NICHOLAS, JR.,
Defendants,
TMYL HOLDINGS, LLC,
Relief Defendant.

DEPOSITION OF A. J. BRENT
VOLUME 2
(Pages 114 through 307)

Thursday, February 5, 2015
1:55 p.m. - 6:56 p.m.
Rivad Guerra King P.L.
5605 West Gray Street
Tampa, Florida 33609

Stenographically Reported By:
Lori K. Ash, RFR
Notary Public, State of Florida
U.S. Legal Support, Inc.
(813) 876-4722

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10 Associates Inc.

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16 (813) 218-3308
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18 Attorney for Plaintiff, State of Florida,
19 Office of Financial Regulation

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Attorney for Unaffiliated Creditors:
Susan Wood, Joseph Wappner,
Doris Hernandez, Nancy Innes,
William Hamilton, Marvin Hunt

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15 jka12571@aol.com to A.J. Brent, Subject: Re:
16 Re: Tim.....119

17 17 E-mail dated 10/9/12 from Irwin Ager to
18 csimon1943@aol.com, et al., Subject:
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20 18 E-mail dated 10/29/12 from Irwin Ager to
21 csimon1943@aol.com, et al., Subject:
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23 19 E-mail dated 9/17/12 from Irwin Ager to
24 csimon1943@aol.com, et al., Subject:
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20 Chain of e-mails, with most recent e-mail
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3 23 E-mail dated 5/7/14 from A.J. Brent
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5 e-mail dated 11/13/12 at 10:09 a.m. from
6 A.J. Brent to Jeremy Anderson, Subject:
7 Re: TriMed.....187

8 24 E-mail dated 5/7/14 from A.J. Brent
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28 dated 1/12/12 from Eric Ager to
29 csimon1943@aol.com, et al., Subject:
30 Signed trust account, with attached letter
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29 Chain of e-mails, with most recent e-mail
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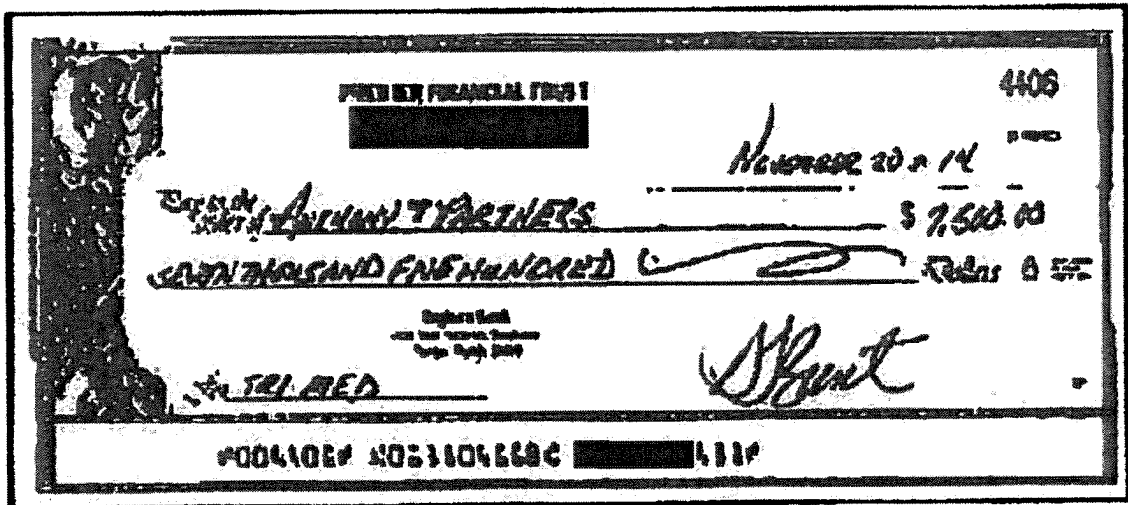
30 Chain of e-mails, with most recent e-mail
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attachment.....229

222	224
<p>1 guaranteed -- basically a guaranteed investment? 2 Was that a focus of theirs? 3 A Kind of. Yea. 4 Q Would you consider the investment in 5 Tri-Med to be guaranteed? 6 A No. 7 Q Did you ever see copies of files of 8 investor agreements and certificates or other 9 documents that your clients had received from 10 Tri-Med? 11 A No. 12 Q So when an investor -- when one of your 13 clients completed an agreement, you would send it in 14 and you wouldn't keep a copy for yourself? 15 A Sometimes I did. 16 Q What would you have done with those 17 copies? 18 A Put it in the file. 19 Q Would you still have those files 20 somewhere? 21 A I might. 22 Q As part of our request in our subpoenas 23 last year and this year, we had requested copies of 24 client files. Did you do anything to look to see 25 whether you had any copies of files related to</p>	<p>1 THE WITNESS: Couple times a week. 2 BY MR. MORELLO: 3 Q And do you e-mail with Jeremy Anderson or 4 do you have telephone conversation? 5 A Telephone conversation. 6 Q What do you guys talk about when you 7 speak? 8 A What do we talk about? I can't think -- I 9 mean, various things. 10 Q Are all the discussions or most of the 11 discussions relating to Tri-Med? 12 A Some are, yes. 13 Q Who is paying your legal fees to have the 14 Jennis & Bowen firm represent you? 15 A I do. 16 Q Do you know who is paying the 17 Anthony & Partners fees for them to represent the 18 six creditors? 19 A Not exactly. 20 Q You say "not exactly." That means there's 21 something more than no. What information do you 22 have relevant to that? 23 A I'm not sure if certain people 24 contributed, you know, to the fees. 25 Q In terms of people who would have</p>
223	225
<p>1 clients that you solicited for Tri-Med -- 2 investments in Tri-Med Corporation? 3 A I know that you already had them from -- 4 because they had a copy of them in Tri-Med's office. 5 Q Did you ever keep notes or anything that 6 was sort of your own and not necessarily of Tri-Med 7 in the files that you maintained for each client of 8 Tri-Med investments? 9 A Notes like pertaining to what? 10 Q I don't know. If you had an e-mail with a 11 client relating to the Tri-Med investment or if you 12 had a meeting and took notes or something of that 13 nature. 14 A I might note -- I may make a note that we 15 discussed Tri-Med and that would be pretty much it. 16 MR. MORELLO: Eric, I'm going to ask you 17 if you can -- we've received e-mails and 18 nothing else. 19 MR. JACOBS: Okay. 20 MR. MORELLO: If he's got files, I want a 21 copy. 22 BY MR. MORELLO: 23 Q How frequently do you talk to 24 Jeremy Anderson? 25 MR. JACOBS: Object to form.</p>	<p>1 contributed to the fees, who do you think has 2 contributed to the fees? 3 A Maybe some of the other salespeople. 4 Q Have you contributed to the fees? 5 A No. 6 Q And the other salespeople, do you know 7 anyone who has contributed to the fees? 8 A I don't have personal knowledge of it. 9 Q Do you have any knowledge? 10 A Hmm? 11 Q The fact that you believe that others may 12 have contributed to the fees, what's that based 13 upon? 14 A I don't believe that other people. Other 15 people may have. 16 Q What do you base that on? What gives you 17 the feeling that others may have contributed to the 18 fees? 19 A Nothing specific. Just -- 20 Q Who do you believe -- I'm sorry. Finish 21 answering the question. 22 A I don't know what else to say. 23 Q Who do you believe may have contributed to 24 these fees? 25 A I don't know.</p>

28 (Pages 222 to 225)

226	<p>1 Q Do you know if Anderson has contributed to</p> <p>2 the fees in any way?</p> <p>3 A Has he?</p> <p>4 Q Yes.</p> <p>5 A He may have.</p> <p>6 Q Okay. What do you base that on?</p> <p>7 A Because I believe he was trying to raise</p> <p>8 money from some of the other salespeople.</p> <p>9 Q Do you know if he contributed some of his</p> <p>10 own -- did you have a discussion with</p> <p>11 Jeremy Anderson about that?</p> <p>12 A About what?</p> <p>13 Q Anything relating to raising monies to pay</p> <p>14 for legal fees.</p> <p>15 A Yes. He said that he would try to get</p> <p>16 some of the other people to contribute to the fees.</p> <p>17 Q Okay. And did he say who specifically?</p> <p>18 A He didn't say specifically who.</p> <p>19 Q Did he -- was he talking about</p> <p>20 salespeople?</p> <p>21 A Yes. I believe he was.</p> <p>22 Q Did he say whether he was contributing any</p> <p>23 money?</p> <p>24 A He may have, but -- you know, he didn't</p> <p>25 have much money, but he may have contributed.</p>	228	<p>1 A (Nods head.)</p> <p>2 Q And of those 30, how many did you sell</p> <p>3 more than one monthly income agreement to?</p> <p>4 A Probably 20.</p> <p>5 Q Is it fair to say that you may have sold a</p> <p>6 total of 50 monthly income agreements?</p> <p>7 A That would be an approximation maybe.</p> <p>8 Q And is there any type of record -- is</p> <p>9 there a record that reflects how many you actually</p> <p>10 sold?</p> <p>11 A I'm sure there is.</p> <p>12 Q Where would that be found?</p> <p>13 Well, let me ask you do you maintain a</p> <p>14 record that reflects how many you sold?</p> <p>15 A I think I have one, yeah. But that's</p> <p>16 why -- I didn't count up how many -- I haven't</p> <p>17 counted up people. I was --</p> <p>18 Q Have you produced that in relation to the</p> <p>19 discovery requests from the receiver?</p> <p>20 A I'm not sure. Probably not. I don't</p> <p>21 think so.</p> <p>22 MR. MELCHIOR: Mr. Morello, do you believe</p> <p>23 that the scope of your subpoena covers that</p> <p>24 document?</p> <p>25 MR. MORELLO: Yes, it does. We don't have</p>
227	<p>1 MR. MORELLO: One of the things I want to</p> <p>2 do is I want to take a look at the interim</p> <p>3 report and see if I have any questions relating</p> <p>4 to it, but I don't want to waste time. So how</p> <p>5 about we let him go and --</p> <p>6 MR. JACOBS: That's fine.</p> <p>7 EXAMINATION</p> <p>8 BY MR. MELCHIOR:</p> <p>9 Q Good afternoon, Mr. Anderson.</p> <p>10 Greg Melchior. I have some -- Mr. Anderson.</p> <p>11 Mr. Brent, I have some questions. As I told you</p> <p>12 before, I'm with the Office of Financial Regulation.</p> <p>13 I'm going to ask you some questions now.</p> <p>14 Generally, how many customers did you sell</p> <p>15 the Tri-Med monthly income agreement program to?</p> <p>16 How many customers did you sell it to?</p> <p>17 MR. JACOBS: Objection. Asked and</p> <p>18 answered.</p> <p>19 You can answer.</p> <p>20 THE WITNESS: How many people did I sell</p> <p>21 to?</p> <p>22 BY MR. MELCHIOR:</p> <p>23 Q Right.</p> <p>24 A Approximately 30.</p> <p>25 Q Approximately 30?</p>	229	<p>1 a copy of it.</p> <p>2 MR. MELCHIOR: Is that something you agree</p> <p>3 to produce?</p> <p>4 MR. JACOBS: I say probably. I need to</p> <p>5 look at it.</p> <p>6 MR. MELCHIOR: Just --</p> <p>7 MR. JACOBS: I promise to look at it all</p> <p>8 and talk to my client about it and get back to</p> <p>9 you.</p> <p>10 MR. MORELLO: Let's tie the loop on that.</p> <p>11 Can you sit down with your client and talk</p> <p>12 about what additional things he may have that</p> <p>13 haven't been turned over?</p> <p>14 MR. JACOBS: Yes.</p> <p>15 MR. MELCHIOR: The initial injunction</p> <p>16 order, just for your familiarity, it entitles</p> <p>17 the State to share the information that the</p> <p>18 Receiver receives.</p> <p>19 Now, let me mark this. This is going to</p> <p>20 be Number 30?</p> <p>21 MR. MORELLO: Yes.</p> <p>22 (Exhibit Number 30 was marked for</p> <p>23 identification.)</p> <p>24 BY MR. MELCHIOR:</p> <p>25 Q Please take a moment and look at that</p>

Exhibit XII



Check# 4406

11/24/2014

\$7500.00

Exhibit XIII



REGIONS

Regions Bank
Kennedy Office
4128 W Kennedy Boulevard
Tampa, FL 33609



00024859 01 AT 0.403 001
PREMIER FINANCIAL TRUST LLC
A J BRENT



ACCOUNT #

Cycle 092
Enclosures 25
Page 10
1 of 3

LIFEGREEN CHECKING FOR BUSINESS
November 1, 2014 through November 28, 2014

SUMMARY

Beginning Balance
Deposits & Credits
Withdrawals
Fees
Automatic Transfers
Checks
Ending Balance

J

Minimum Daily Balance
Average Monthly Statement Balance

DEPOSITS & CREDITS

11/07 Deposit - Thank You 14.00

CHECKS

Date	Check No.	Amount	Date	Check No.	Amount
			11/12	4401	10,000.00
			11/26	4404	75.19
			11/24	4408 *	7,500.00

Total Checks

* Break In Check Number Sequence.

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance

You may request account disclosures containing terms, fees, and rate information (if applicable) for your account by contacting any Regions office.

Exhibit XIV

5888

INTERVENTIONAL PAIN CENTER PLL
 10883 HAYZATA BLVD, SUITE 200
 MINNETONKA, MN 55368

DATE 11/4/17 78-7148-0219

PAY TO THE ORDER OF AJ Brent \$ 7,300.00

Seven Thousand Three Hundred & no/100 DOLLARS

VOYAGER 2020-2021
 1000 Voyager Boulevard
 Minnetonka, MN 55368

FOR _____ *[Signature]*

⑆005668⑆ ⑆291971169⑆ 553⑆

20141120019800453798 07 1335

Regions Bank >062000019<

⑆005668⑆ ⑆291971169⑆ 553⑆

20141120019800453798 07 1335
 Regions Bank >062000019<

DO NOT WRITE IN THESE SPACES

SIGNATURE

[Signature]

DEPOSIT THE FOLLOWING CHECKS AND MONEY ORDER WITH THIS SLIP

DATE 11.20.14 AMOUNT 7,500.00

POSTED BY [REDACTED] TELLER [REDACTED]

POSTING DATE 2014 NOV 20 AMOUNT \$7,500.00 ACCOUNT [REDACTED] CHECK NO 0 DB/CR C
POSTING SEQ NO 9000803518 TELLER SEQ NO 18890453797 ENTRY NO 8155
RTIABA 6310468 Item Bank 92 CPCB TIC 20 Deposit Seq No 9000803518

20141120019890453797 07 1335

Regions Bank >082000019<

20141120019890453797 07 1335
Regions Bank >082000019<

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

Posting Date 2014 Nov 20 Amount \$7,500.00 Account [REDACTED] Check No 0 DB/CR C
Posting Seq No 9000803518 Teller Seq No 18890453797 Entry No 8155
RTIABA 6310468 Item Bank 92 CPCB TIC 20 Deposit Seq No 9000803518

Posting Date 2014 Nov 20 Amount \$7,500.00 Account [REDACTED] Check No 0
Posting Seq No 9000803518 Teller Seq No 18890453797 Entry No 8155
RTIABA 6310468 Item Bank 92 CPCB TIC 20 Deposit Seq No 9000803518

INTERNATIONAL FARM CENTER PLLC

DATE 11/20/14 AMOUNT 7,500.00

PAY TO THE ORDER OF Regions Bank

VYAGER BANK

FOR DEPOSIT ONLY

20141120019890453797 07 1335

Regions Bank >082000019<

20141120019890453797 07 1335
Regions Bank >082000019<

[Handwritten Signature]

Posting Date 2014 Nov 20 Amount \$7,500.00 Account [REDACTED] Check No 6688
DB/CR D Posting Seq No 9000803518 Teller Seq No 18890453798 Entry No 8155
RTIABA 28187148 Item Bank 0 CPCB TIC 0 Deposit Seq No 9000803518

Posting Date 2014 Nov 20 Amount \$7,500.00 Account [REDACTED] Check No 6688
DB/CR D Posting Seq No 9000803519 Teller Seq No 18890453798 Entry No 8155
RTIABA 28187148 Item Bank 0 CPCB TIC 0 Deposit Seq No 9000803518



REGIONS

Regions Bank
Kennedy Office
4128 W Kennedy Boulevard
Tampa, FL 33609

A J BRENT



ACCOUNT #



Cycle 092
Enclosures 10
Page 0
1 of 2

50+ LIFEGREEN CHECKING
November 18, 2014 through December 18, 2014

SUMMARY	
Beginning Balance	[REDACTED]
Deposits & Credits	+
Withdrawals	-
Fees	-
Automatic Transfers	+
Checks Converted	-
Checks	-
Ending Balance	[REDACTED]
Minimum Balance	[REDACTED]
Average Balance	[REDACTED]

MONTHLY DEPOSIT SUMMARY	
11/20	Deposit - Thank You [REDACTED]
	Total Deposits & Credits 7,500.00

	Total For This Statement Period	Total Calendar Year-to-Date
Total Overdraft Fees (may include waived fees)	0.00	0.00
Total Returned Item Fees (may include waived fees)	0.00	0.00

CHECKS CONVERTED BY MERCHANT TO ELECTRONIC WITHDRAWALS

Date	Check No.	Description of Check Payment	Amount
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total Checks Converted			[REDACTED]

Checks that are converted by a merchant to an electronic withdrawal are not returned to Regions. Therefore, if you receive check enclosures or check images with your monthly statement, checks listed above are not included with this statement.

Exhibit XV

Minnesota Business and Lien System, Office of the Minnesota Secretary of State

Business Record Details »

Minnesota Business Name
Interventional Pain Center, PLLC

Business Type
Limited Liability Company (Domestic)

MN Statute
322B

File Number
680943100023

Home Jurisdiction
Minnesota

Filing Date
7/10/2013

Status
Active / In Good Standing

Renewal Due Date
12/31/2015

Registered Office Address
10653 Wayzata Blvd
200
Minnetonka, MN 55305
USA

Registered Agent(s)
Chad Hill

Manager
Interventional Pain Center, PLLC
10653 Wayzata Blvd, Suite 200
Minnetonka, MN 55123
USA

Principal Executive Office Address
10653 Wayzata Blvd, Suite 200
Minnetonka, MN 55123
USA

Filing History

Filing History

Select the item(s) you would like to order: Order Selected Copies

- | <input type="checkbox"/> | Filing Date | Filing |
|--------------------------|-------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> | 7/10/2013 | Original Filing - Limited Liability Company (Domestic) |
| <input type="checkbox"/> | 12/19/2013 | Registered Office and/or Agent - Limited Liability Company (Domestic) |

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Exhibit XVI

State of Florida, Office of Financial Regulation v. Tri-Med Corporation, et al.								
Payments from Tri-Med Corporation and Tri-Med Associates Inc to Interventional Pain Center								
for the Period November 16, 2011 through March 5, 2014								
(Sorted by Date)								
Bank Name	Account Holder	Account No	Date	Type	Check No	Payee / Payor	Amount	Memo
Wells Fargo	Tri-Med Corporation	3982570107	08/01/13	Check	10062	Interventional Pain Center / Voyager Bank #0553	\$ (13,682.30)	Payroll / Dr. Kirosec / Dr. Susan
Wells Fargo	Tri-Med Corporation	3982570107	08/01/13	Check	10060	Interventional Pain Center / Voyager Bank #0553	(1,496.07)	INSURANCE/MAI&I
Wells Fargo	Tri-Med Corporation	3982570107	08/12/13	Check	10069	Interventional Pain Center / Voyager Bank #0553	(15,000.00)	
Wells Fargo	Tri-Med Corporation	3982570107	08/30/13	Check	10079	Interventional Pain Center / Voyager Bank #0553	(21,500.00)	
Wells Fargo	Tri-Med Corporation	3982570107	09/13/13	Check	10093	Interventional Pain Center / Voyager Bank #0553	(17,000.00)	
Wells Fargo	Tri-Med Corporation	3982570107	09/19/13	Check	10096	Interventional Pain Center / Voyager Bank #0553	(20,000.00)	
Wells Fargo	Tri-Med Corporation	3982570065	09/26/13	Wire	N/A	Interventional Pain Center / Voyager Bank #0553	(112,689.00)	
Wells Fargo	Tri-Med Corporation	3982570107	10/09/13	Check	10099	Interventional Pain Center / Voyager Bank #0553	(100,000.00)	
Wells Fargo	Tri-Med Corporation	3982570107	10/28/13	Check	10105	Interventional Pain Center / Voyager Bank #0553	(50,000.00)	
Wells Fargo	Tri-Med Corporation	3982570107	11/13/13	Check	10114	Interventional Pain Center / Voyager Bank #0553	(20,000.00)	
Wells Fargo	Tri-Med Corporation	3982570107	11/27/13	Check	10122	Interventional Pain Center / Voyager Bank #0553	(25,000.00)	
Wells Fargo	Tri-Med Corporation	3982570107	12/09/13	Check	10126	Interventional Pain Center / Voyager Bank #0553	(10,000.00)	
Wells Fargo	Tri-Med Corporation	3982570107	12/11/13	Check	10129	Interventional Pain Center / Voyager Bank #0553	(30,000.00)	
Wells Fargo	Tri-Med Corporation	3982570107	12/27/13	Check	10141	Interventional Pain Center / Voyager Bank #0553	(30,000.00)	
Wells Fargo	Tri-Med Corporation	3982570065	01/13/14	Wire	N/A	Interventional Pain Center / Voyager Bank #0553	(30,000.00)	
Wells Fargo	Tri-Med Corporation	3982570065	01/28/14	Wire	N/A	Interventional Pain Center / Voyager Bank #0553	(50,000.00)	
Wells Fargo	Tri-Med Corporation	3982570065	02/12/14	Wire	N/A	Interventional Pain Center / Voyager Bank #0553	(70,000.00)	
Wells Fargo	Tri-Med Corporation	3982570107	02/24/14	Deposit	N/A	Interventional Pain Center / Voyager Bank #0553	8,800.00	Reimbursement
Wells Fargo	Tri-Med Corporation	3982570065	02/26/14	Wire	N/A	Interventional Pain Center / Voyager Bank #0553	(50,000.00)	
Wells Fargo	Tri-Med Corporation	3982570107	02/26/14	Check	10159	Interventional Pain Center / Voyager Bank #0553	(5,000.00)	Loan
Wells Fargo	Tri-Med Corporation	3982570065	03/05/14	Wire	N/A	Interventional Pain Center / Voyager Bank #0553	(300,000.00)	
Total							\$ (962,767.37)	

Exhibit XVII



15-337

Incident Information	Incident Charge FORGERY		Info only Report <input type="checkbox"/>		Statute 609.63.1		Incident Charge		Statute		
	Date of Report 1-23-15		Time of Report 1503 hrs		Location of Offense 10653 WAYZATA BLVD (VOYAGER BANK) MINNETONKA MN 55305						
	Rpt Officer 114	Inv Officer	Expires Date 09/13	Time	Expires Date 1-23-15	Time 1503 hrs	Type of Arrest <input type="checkbox"/> F <input type="checkbox"/> GW <input type="checkbox"/> M <input type="checkbox"/> Warrant <input type="checkbox"/> Citizen Arrest <input type="checkbox"/> Row Complaint	Disposition <input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Arrest <input type="checkbox"/> Exap/UCV <input type="checkbox"/> Info Only			
Victim MAI, MICHAEL DUNG		DOB	Race A	Sex M	Hgt 5-8	Wgt 150	Eyes BRO	Hair BLK			
Address		Drivers License No		Residence Phone		Other phone C					
Rpt Person	Name (Last First Middle) RAYMOND, TIMOTHY JOHN		DOB	Race W	Sex M	Hgt 801	Wgt 215	Eyes HAZ	Hair GRY		
	Address 10653 WAYZATA BLVD MINNETONKA MN 55305		Drivers License No		Residence Phone		Other phone C				
	Victim VOYAGER BANK		DOB	Race	Sex	Hgt	Wgt	Eyes	Hair		
Address 10653 WAYZATA BLVD MINNETONKA MN 55305		Drivers License No		Residence Phone		Other phone					
Mentioned	Name (Last First Middle) ANDERSON, JEREMY KEE		DOB	Race	Sex M	Hgt 608	Wgt 185	Eyes BRO	Hair		
	Address		Drivers License No		Residence Phone		Other phone				
	Parent/Guardian Name (Last First Middle)		DOB	Address (if different from juvenile)		Phone					
Parent/Guardian Name (Last First Middle)		DOB	Address (if different from juvenile)		Phone						
Juvenile Info	Child lives with <input type="checkbox"/> Mother <input type="checkbox"/> Father		Chemical Use <input type="checkbox"/> No <input type="checkbox"/> Yes	Grade		Admits to offense <input type="checkbox"/> Yes <input type="checkbox"/> No					
	License Plate <input type="checkbox"/> See Vehicle Report		Lic State	Year	Make	Model	Style	Color	Towed by <input type="checkbox"/> Motor		
	Forfeiture Court		Address		Phone						
Narrative	FORGED CHECKS DRAWN FROM BUSINESS ACCOUNT BELONGING TO INTERVENTIONAL PAIN CENTER AT VOYAGER BANK FROM SEPT 2013 TO DEC 2014 IN THE AMOUNT \$1,268,781.89										
	<input type="checkbox"/> I have placed the above named person under citizens arrest and delivered this person to a police officer to be dealt with according to law <input type="checkbox"/> I declare I am the responsible parent, guardian or legal caretaker of the above named missing person. X										
Property	Item No	Record Type	Description	Value	Recovered Date	Bln No					
	1										
	2										
	3										
Item No	Date	From	To	Receipt							
1											
2											
3											
4											
Detail Type: E Search A P Civil IE Eviction L Law F Police B-Bail Type: _____ C: _____ State: _____ Signature: _____ Fingerprint: _____ Other: _____ Searched: _____ Indexed: _____											

MINNETONKA POLICE DEPARTMENT
CONTINUATION REPORT
MIN0271200

Page 2

Case Number: 15-000337

Supervisor Approved

INCIDENT: FORGERY, 609.63.1

PRELIMINARY

On 1-23-15 at 1503 hours, I was dispatched to Voyager Bank, 10653 Wayzata Blvd Suite #100 for a report of a past action forgery. Upon my arrival, I was met by the Vice President of Voyager Bank, Timothy John Raymond, DOB/[REDACTED] and Michael Dung Mai, DOB/[REDACTED]

R P'S STATEMENTS

Raymond told me the following:

- He is the Vice President of Voyager Bank.
- On around December 30th, 2013 he received information that the business, Interventional Pain Center was overdrawn \$2573.47.
- The business account was opened up in July 2013.
- One of the owners, Mai was the only one on the account.
- The other owner, Jeremy Kee Anderson, DOB/[REDACTED] attempted to get on the account when it was opened but was denied after conducting their backgrounds checks.
- He had sent an e-mail and a certified letter to Mai advising him of the account being overdrawn.
- When he finally got in touch with Mai, he told him that he has not been with Interventional Pain Center since September 2013 when he left the business.
- According to all of the paperwork, Mai was still the only person on the account.
- They closed the account for Interventional Pain Center on January 22nd.
- He has not spoken to Anderson recently.
- They did receive a deposit for a check from the Interventional Pain Center on 12-18-14 that was drawn from a Wings Financial account.

VICTIM'S STATEMENTS

Mai told me the following:

- He is a licensed Chiropractor.
- He owns [REDACTED] [REDACTED] [REDACTED] [REDACTED] in the metro area.
- Each business he owns is with a different partner.
- In the summer of 2013, he was approached and recruited by Anderson and one of his employees, Ravi Patel [REDACTED] to join there business, Tri-Med Management.
- Tri-Med Management was not doing very well financially.
- In July of 2013, he joined partnership with Anderson and a Dr Stephen Kazi [REDACTED] [REDACTED]
- Anderson previously owned Tri-Med Management.
- Anderson owned 100% of the management side of the business.
- He owned 95% of the medical side of the business and Dr Kazi owned the other 5%.
- An individual Chad Hill also worked in the business.
- Because the business was in such poor financial shape, he told Anderson the he wanted full control of the finances so he could see how much money was coming in and going out.

MPD 003 01/95

Reporting Officer PIPER #114 Date January 23, 2015

MINNETONKA POLICE DEPARTMENT
CONTINUATION REPORT
MIN0271200

Page 3

Supervisor Approved

Case Number: 15-000337

- He fired employees and brought over some of his employees from his other businesses to get the company up and running.
- He told everyone that they wouldn't pay themselves until they start to get out of debit.
- He had the business renamed as, Interventional Pain Center.
- His attorney, Paul Thompson from the Law Firm, Woods and Thompson, registered the business with the State of Minnesota.
- He was the only signer for the business account.
- The business account was with Voyager Bank.
- Interventional Pain Center is located above Voyager Bank, 10653 Wayzata Blvd Suite #200, Minnetonka MN 55305.
- About three months later he decided to dissolve his ownership of Interventional Pain Center.
- He was concerned with some, "Shady" things the Anderson was doing such as referring his clients to other people as well as other money issues.
- On September 2013, along with his attorney, Paul Thompson, Anderson, Hill and Kazi, he dissolved his ownership rights with the company.
- He just walked away.
- He recently spoke to Raymond who had informed him that his bank account for Interventional Pain Center was almost \$3000.00 overdrawn.
- He advised Raymond that he was no longer with the company.
- He told Raymond that he left the company in September of 2013.
- All of the checks that were signed from Sept 2013 to Dec 2014 on the account of Interventional Pain Center were not signed by him.
- When he left the company, he was under the impression the, "New" owners would take over the business account with Voyager Bank.

Exhibit XVIII

Minnesota Business and Lien System, Office of the Minnesota Secretary of State

Business Record Details »

Minnesota Business Name
Tri Med Management, Inc.

Business Type
Business Corporation (Domestic)

MN Statute
302A

File Number
632006200022

Home Jurisdiction
Minnesota

Filing Date
12/11/2012

Status
Active / In Good Standing

Renewal Due Date
12/31/2014

Registered Office Address
201 South 11th Street, #1520
Minneapolis, MN 55403
USA

Number of Shares
1000000

Registered Agent(s)
(Optional) None provided

Chief Executive Officer
Jeremy Anderson
201 South 11th Street
Unit 1520
Minneapolis, MN 55403
USA

Principal Executive Office Address
201 South 11th Street
Unit 1520
Minneapolis, MN 55403
USA

Filing History

Filing History

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- 12/11/2012 Original Filing - Business Corporation (Domestic)
- 3/14/2014 Intent to Dissolve - Business Corporation (Domestic)

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Exhibit XIX

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (this "BAA") is entered to be effective as of 12/17, 2013 ("Effective Date"), by and between Tri Med Management, Inc. ("Tri Med" or "Business Associate") and Interventional Pain Center, LLC (the "Provider" or "Covered Entity"). Provider and Tri Med are each referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, the Parties have entered into a management arrangement (the "Agreement") as of the Effective Date, and may in the future enter into, one or more written agreements whereby Tri Med will provide services to the Provider (the "Services"), which sometimes may involve (i) the creation, receipt, maintenance, transmission, or use of Protected Health Information (as defined in Section 1 below) and Electronic PHI, (as defined in Section 1 below) by Business Associate, or (ii) the disclosure of Protected Health Information and Electronic PHI by Covered Entity (or another business associate of Covered Entity) to Business Associate (all such agreements are referred to herein as, the "Agreement");

WHEREAS, by providing the Services to Covered Entity under the Agreement, Business Associate acknowledges that it is acting as a Business Associate and that the creation, receipt, transmission, or maintenance of Protected Health Information and Electronic PHI by Business Associate is subject to the Privacy, Security, Breach notification, and Enforcement rules promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 C.F.R. Parts 160 and 164. This BAA is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a));

WHEREAS, this BAA will govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain, transmit, or use Protected Health Information and Electronic PHI on behalf of Covered Entity.

Agreement

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and mutual promises and conditions contained herein, and for other good and valuable consideration, the Parties agree as follows:

**SECTION 1
DEFINITIONS**

Capitalized terms used, but not otherwise defined, in this BAA have the meaning ascribed to them in HIPAA or the Agreement, as the case may be.

"Protected Health Information" (also referred to as "PHI") and "Electronic PHI" shall each have the meanings ascribed to, respectively, Protected Health Information and Electronic Protected Health Information in HIPAA at 45 CFR 160.103, *except* limited for the purposes of



this BAA solely to PHI and Electronic PHI that Business Associate or Business Associate's permitted agents or subcontractors create, receive, maintain or transmit for or on behalf of Provider. PHI includes Electronic PHI.

SECTION 2 EFFECT AND INTERPRETATION

The provisions of this BAA apply to Business Associate's use or disclosure of PHI. In the event of any conflict or inconsistency between the Agreement and this BAA concerning the use or disclosure of PHI, the provisions of this BAA will prevail, unless the Parties mutually agree in writing that the applicable provisions of the Agreement are more protective of PHI. The provisions of this BAA are intended in their totality to implement the requirements of HIPAA that pertain to agreements between Covered Entities and Business Associates. The provisions of the Agreement will remain in full force and effect, and are amended by this BAA only to the extent necessary to effectuate the provisions of this BAA.

SECTION 3 BUSINESS ASSOCIATE'S OBLIGATIONS

(a) Limitations on Uses and Disclosures. Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as Required By Law.

(b) Safeguards. Business Associate shall utilize appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA. Without limiting the generality of the foregoing, Business Associate shall:

(i) implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Provider as required by the HIPAA Security Rule at 45 C.F.R. Part 164, Subpart C; and

(ii) ensure that any agent, including any subcontractor, of Business Associate to which Business Associate provides Electronic PHI agrees in writing to implement reasonable and appropriate safeguards to protect that Electronic PHI.

(c) Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate from any use or disclosure of PHI by Business Associate or Business Associate's agents or subcontractors that is in violation of this BAA or of the HIPAA Privacy Rule at 45 C.F.R. Part 164, Subpart E.

(d) Reporting. Business Associate shall report promptly, but in no case later than thirty (30) days after discovery to Provider any Security Incident, Breach of Unsecured PHI or any use or disclosure of PHI that is not authorized by this BAA of which Business Associate becomes aware.

(e) Agents and Subcontractors. Business Associate shall ensure that any agent, including any subcontractor, of Business Associate to which Business Associate directly or indirectly provides PHI agrees in writing to comply with the same restrictions and conditions

with respect to such PHI that apply through this BAA to Business Associate. For the purposes of this BAA, all PHI provided at Business Associate's direction to an agent or subcontractor of Business Associate will be deemed to have been provided to Business Associate and will be subject to the requirements of this Section 3(e).

(2) Access. In the event that PHI in Business Associate's possession constitutes a Designated Record Set, Business Associate shall provide, upon Provider's reasonable advance notice to Business Associate and during Business Associate's regular business hours, timely access to and copies of the PHI in Provider's Designated Record Set to Provider or, at Provider's direction, to an Individual with respect to that Individual's PHI, in order that Provider can comply with the requirements of the HIPAA Privacy Rule at 45 C.F.R. § 164.524 concerning access of Individuals to their PHI. In the event an Individual contacts Business Associate or Business Associate's agent or subcontractor directly about gaining access to the Individual's PHI, Business Associate will forward such request to Provider within five (5) business days of such contact and will provide access to and copies of such Individual's PHI to Provider or to such Individual in accordance with the requirements of the HIPAA Privacy Rule at 45 C.F.R. § 164.524 as Provider may direct. Business Associate may charge the Individual reasonable, cost-based fees, in conformance with the requirements of the HIPAA Privacy Rule at 45 C.F.R. § 164.524(c)(4), for the provision of copies of the Individual's PHI to the Individual.

(3) Amendment of PHI. In the event that PHI in Business Associate's possession constitutes a Designated Record Set, Business Associate shall make timely amendments to the PHI in Provider's Designated Record Set as Provider may direct or agree to pursuant to the HIPAA Privacy Rule at 45 C.F.R. § 164.526. In the event an Individual contacts Business Associate or Business Associate's agent or subcontractor directly about making amendments to the Individual's PHI, Business Associate will promptly forward such request to Provider and will make such amendments in accordance with the requirements of the HIPAA Privacy Rule at 45 C.F.R. § 164.526 as Provider may direct.

(4) Disclosure Documentation and Accounting of Disclosures. Business Associate shall document disclosures of PHI that are accountable pursuant to the requirements of the HIPAA Privacy Rule at 45 C.F.R. § 164.528 and the information related to such disclosures as required for Provider to respond to a request by an Individual for an accounting of disclosures of the Individual's PHI in accordance with the requirements of the HIPAA Privacy Rule at 45 C.F.R. § 164.528. Business Associate will provide promptly to Provider or, at Provider's request, to an Individual the information collected in accordance with this Section 3(h) in order to permit Provider to respond to an Individual's request for an accounting of disclosures of the Individual's PHI in accordance with the requirements of the HIPAA Privacy Rule at 45 C.F.R. § 164.528.

(5) Access to Business Associate's Internal Practices. Business Associate shall make its internal practices (including its policies and procedures), books, and records relating to use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Provider available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Provider's compliance with the HIPAA Privacy Rule at 45 C.F.R. Part 164, Subpart E.

(i) Breach Notification. Business Associate shall comply with the Breach notification requirements set forth in HIPAA with regard to breaches of Unsecured PHI. Provider and Business Associate agree that if either fails to adhere to any of the provisions set forth in this BAA or the Agreement, and as a result, PHI or other confidential information is unlawfully accessed, used, or disclosed, the party responsible for the Breach agrees to pay all costs associated with any notification to affected individuals that is required by law, and the party responsible will also pay any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting. Business Associate shall be responsible for providing notification to comply with Breach notification requirements as set forth in HIPAA. Business Associate shall provide notification in a form mutually agreed upon by Provider and Business Associate.

SECTION 4 BUSINESS ASSOCIATE'S PERMITTED USES AND DISCLOSURES

(a) Permitted Uses and Disclosures. Except as otherwise limited by this BAA, Business Associate may use or disclose PHI to provide the Services for and on behalf of Provider as specified in the Agreement, *provided* that, other than as permitted by the following Paragraphs (i) through (iii) of this Section 4(a), Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Privacy Rule at 45 C.F.R. Part 164, Subpart E if done by Provider.

(i) Business Associate may use PHI as necessary for its proper management and administration or to carry out its legal responsibilities.

(ii) Business Associate may Disclose PHI as necessary for its proper management and administration or to carry out its legal responsibilities, *provided* that the disclosure is either Required By Law or Business Associate obtains reasonable assurance in writing from the Person to whom Business Associate Discloses the PHI that such Person will (A) protect the confidentiality of the PHI; (B) use or further disclose the PHI only as Required By Law or for the purpose for which the PHI was disclosed to the Person; and (C) promptly notify Business Associate of any instance of which the Person becomes aware in which the confidentiality of the PHI has been breached.

(iii) Business Associate may use and disclose PHI to provide Data Aggregation services relating to Provider's Health Care Operations as permitted by the HIPAA Privacy Rule at 45 C.F.R. § 164.504(e)(2)(i)(B).

(b) De-Identified Information. Business Associate may de-identify any PHI, *provided* that the de-identification procedure and resulting de-identified information satisfy the requirements, including the documentation requirements, of the HIPAA Privacy Rule at 45 C.F.R. § 164.514(b). Business Associate may use or disclose such de-identified information at its discretion (as such de-identified information does not constitute PHI and is not subject to the terms of this BAA or to regulation by the HIPAA Privacy Rule), *provided* that such use or disclosure is consistent with the Agreement.

**SECTION 5
PROVIDER'S OBLIGATIONS**

(a) Provider Assistance. Provider will cooperate with and assist Business Associate in meeting Business Associate's compliance obligations under this BAA and any other applicable provision of HIPAA.

(b) Requested Restrictions. Provider will notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Provider has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;

(c) Changes in or Revocation of Permission. Provider will notify Business Associate of any change in, or revocation of, the permission by an Individual to use or disclose the Individual's PHI to which Provider agrees pursuant to the HIPAA Privacy Rule at 45 C.F.R. § 164.522(a) or to which an Individual's authorization pursuant to the HIPAA Privacy Rule at 45 C.F.R. § 164.508 applies, if such change or revocation affects Business Associate's permitted or required uses or disclosures of such PHI. Business Associate shall thereafter conform its use or disclosure of such PHI to such change in, or revocation of, the permission, until instructed otherwise in writing by Provider.

(d) Requirement to Accommodate an Individual's Request. Provider will notify Business Associate of any requirement to accommodate an Individual's reasonable request for confidential communication of the Individual's PHI pursuant to the HIPAA Privacy Rule at 45 C.F.R. § 164.522(b), if such requirement affects Business Associate's permitted or required uses or disclosures of such PHI. Business Associate shall thereafter conform its use or disclosure of such PHI to comply with such request for confidential communication.

(e) Breach Notification. Provider shall comply with the Breach notification requirements set forth in HIPAA with regard to breaches of Unsecured PHI. Provider acknowledges that Business Associate will assist Provider in complying with the obligations of the Breach notification requirements as described in Section 3(f). Provider shall report promptly, but in no case later than fifteen (15) business days after discovery to Business Associate any Security Incident, Breach of Unsecured PHI or any use or disclosure of PHI that is not authorized by this BAA of which Provider becomes aware. Provider will make available to Business Associate the records, staff, time, and any other resources necessary for Business Associate to facilitate compliance with the Breach notification requirements.

**SECTION 6
TERM AND TERMINATION**

(a) Term. This BAA will commence as of the Effective Date and will remain in effect for a period that is coterminous with the Agreement, unless:

(i) this BAA is terminated sooner in accordance with either Section 6(b) or Section 6(c); or

(ii) the Agreement is amended by written agreement of the Parties in a manner that the Parties mutually agree renders the provisions of this BAA unnecessary.

(b) Termination for Material Breach. Either Party may terminate this BAA based upon a material breach of this BAA by the other Party, *provided* that the non-breaching Party gives the breaching Party written notice of the material breach and, if cure of the material breach is possible, the opportunity to cure such breach within thirty (30) days following such notice. If such breach is not cured during the notice period or if cure is not possible, the non-breaching Party may then effect an immediate termination of this BAA by notice thereof to the breaching Party.

(c) Termination Permitted Due to Change in Law. Either Party may terminate this BAA as permitted in accordance with Section 8(b) upon a change in law that causes performance of this BAA to violate the law.

(d) Effect of Termination.

(i) Except as provided in Paragraph (ii) of this Section 6(d), upon termination of this BAA for any reason, Business Associate will, within thirty (30) days following the effective date of the termination of this BAA, return or destroy all PHI received from Provider, or created, received or maintained by Business Associate on behalf of Provider, including any such PHI that Business Associate disclosed to or is created, received or maintained by Business Associate's agents and subcontractors. Business Associate and its agents and subcontractors will retain no copies of the PHI, except as permitted by Paragraph (ii) of this Section 6(d).

(ii) In the event that Business Associate and Provider mutually determine, in accordance with the Agreement or otherwise, that returning or destroying any of the PHI is infeasible, Business Associate will promptly document for Provider the PHI that cannot reasonably be returned or destroyed and the circumstances, including the purposes that make the return or destruction of that PHI infeasible. Based on such determination, Business Associate will extend the protections of this BAA to that PHI and limit any further use or disclosure of that PHI to those purposes that make its return or destruction infeasible, for so long as Business Associate maintains that PHI.

(iii) The Parties acknowledge and agree that Business Associate's creation, receipt and maintenance of any PHI pursuant to the Agreement is conditioned upon this BAA being in full force and effect. Therefore, upon termination of this BAA, Provider will refrain from submitting PHI to Business Associate, and Business Associate will refrain from creating, receiving or maintaining PHI on behalf of Provider. In the event of termination of this BAA under either Section 6(b) or Section 6(c), either Party may also elect to terminate the Agreement. In the event the Parties engage in negotiations undertaken in accordance with Section 8(b), the Parties will suspend during such negotiations both (A) any provision of the Agreement requiring or obligating either Party to use or disclose PHI in a manner that either Party reasonably believes would violate HIPAA or any other applicable state or federal law or regulation, and (B) Provider's

obligation to pay any applicable fees that would otherwise be due to Business Associate under the Agreement with respect to such suspended provisions of the Agreement.

(iv) The obligations of this Section 6(d) will survive expiration or termination of this BAA.

SECTION 7 INDEMNIFICATION

(a) Business Associate agrees to indemnify and hold harmless Provider from losses and damages suffered by Provider as a result of Business Associate's breach of its obligations under this BAA, including losses and damages relating to third party claims, if and to the fullest extent Business Associate is permitted to do so under governing law.

(b) Provider agrees to indemnify and hold harmless Business Associate its directors, officers, employees, agents or authorized representatives from losses and damages suffered by Business Associate as a result of Provider's breach of his obligations under this BAA, including losses and damages relating to third party claims, if and to the fullest extent Provider is permitted to do so under governing law.

(c) Business Associate shall not have any liability under this Section 7 for any amounts arising solely from compliance with any written directive of Provider. Further, neither Party shall have liability under this obligation of indemnity for any amounts arising solely from any negligent, reckless, or willful act or failure to act by the other Party or its respective directors, officers, employees, agents or authorized representatives.

(d) The Parties' obligations under this Section 7 regarding indemnification will survive any expiration or termination of this BAA.

SECTION 8 MISCELLANEOUS

(a) Regulatory References. A reference in this BAA to a provision of the HIPAA means the provision as in effect or as amended from time to time and for which compliance is required.

(b) Amendment. This BAA may not be amended except by the mutual written agreement of the Parties.

(i) The Parties agree to work together in good faith to make such technical amendments to this BAA as from time to time may be necessary or appropriate for Provider and Business Associate to comply with the requirements of HIPAA or other applicable provisions of federal or state law, as such laws or regulations may be amended from time to time.

(ii) Should HIPAA or any other applicable federal or state law, rules or regulation, now existing or enacted after the Effective Date, be amended or interpreted by judicial decision or Governmental Authority in such a manner that either Party

reasonably determines renders any provision of this BAA in violation of such law, rule or regulation or adversely affects the Party's abilities to perform its or his obligations under this BAA, the Parties agree to negotiate in good faith to amend this BAA so as to bring the BAA into compliance with such law, rule or regulation and to preserve the viability of this BAA. If, after negotiating in good faith, the Parties are unable to reach agreement as to any necessary amendments within thirty (30) days before the date on which compliance with such law, rule or regulation is required, either Party may terminate this BAA and the Agreement, without penalty, upon notice to the other Party.

(c) Assignment. This BAA is intended to bind only the Parties and their respective successors, and may not be assigned by either Party without the express written consent of the other Party, which consent may be withheld at the other Party's discretion.

(d) Entire Agreement. This BAA and the Agreement constitute the entire agreement between the Parties concerning the subject herein and therein, and supersedes all prior oral or written understandings and agreements between the Parties relating to this BAA and the Agreement.

(e) Interpretation. Any ambiguity in this BAA will be resolved in favor of a meaning that permits Provider and Business Associate to comply with. Where provisions of this BAA are different from those permitted, but not mandated, by, the provisions of this BAA will control.

(f) Third Party Beneficiaries. Except with regards to the rights of the Secretary, this BAA is intended for the sole benefit of the Parties and does not create any third party beneficiary rights.

(g) Waiver. No provision of this BAA may be waived except by a writing signed by the waiving Party. A waiver of any term or provision of this BAA shall not be construed as a waiver of any other term or provision of this BAA.

(h) Notice. The Parties shall send any report or notice required or permitted by this BAA to the addresses and in accordance with the procedures set forth in Section 8.14 of the Agreement.

(i) Severability. In the event that any provision of this BAA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be severed from this BAA and the remaining provisions of the BAA will remain in force and effect, unless the severed provision renders this BAA no longer in compliance with the requirements of and the Parties are unable to resolve that non-compliance in accordance with the procedures set forth in Paragraph (i) of Section 8(b).


(j) Governing Law. This BAA shall be governed by the laws of the State of Minnesota without regard to its conflict of laws principles. Venue for any action hereunder shall lie in, and each party irrevocably consents to the exclusive jurisdiction of, the state and federal courts sitting in Hennepin County, Minnesota.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have entered into this BAA as of the Effective Date.

BUSINESS ASSOCIATE:

Tri Med Management Inc.

By: 
Jeremy Anderson, President and
Chief Executive Officer

PROVIDER:

Interventional Pain Center, LLC


By: 
Print name: Chad Hill, D.C.
Its: Vice President

Exhibit XX

INTERVENTIONAL PAIN CENTER PLLC
 1000 WASHINGTON BLVD
 WASHINGTON, DC 20004

12/11/13

3400000


VOYAGER

12/11/13 10:13

12919714890 5530 004

DDA Credits - 12/11/2013

0819330016



DDA Credits - 12/11/2013

TRIMEDIA CORPORATION
 10128

12/11/13



620000

12/11/13

0810129 00831078184 1078

Transit - 12/11/2013

0819330016

Transit - 12/11/2013

INTERVENTIONAL PAIN CENTER PLLC
 1000 WILSON BLVD, SUITE 200
 WASHINGTON, DC 20005


DATE: 12/27/13
 CHECK NO: 30,000.00
 DEPOSIT TICKET: 30,000.00

VOYAGER
 12/27/13 11:37
 620-905-90

C291971A69C 551P 009

DDA Credits - 12/27/2013

01/952/610





DDA Credits - 12/27/2013

VOYAGER CORPORATION
 10141
 12/27/13
 \$ 3,000.00
 INTERVENTIONAL PAIN CENTER
 Thank You and +

#01011P 0033107513P 396857010P

Transit - 12/27/2013

01/952/610

Transit - 12/27/2013

Exhibit XXI

TITLE OF ORGANIZATION ACCOUNT
TRI MED MANAGEMENT INC

48-1634310

ACCOUNT OR CERTIFICATE NUMBER

BANK NAME

Associated Bank, NA

[REDACTED] 210

DATE ACCOUNT OPENED

12/27/2012

New Status

OWNERSHIP TYPE: Corporation / Incorporation

ACCOUNT TYPE: Checking/Money Market

IF OTHER PLEASE LIST OWNERSHIP TYPE:

Business Basic Checking (063)

The depositor acknowledges receipt of the Deposit Account Agreement, product disclosure(s), and fee schedule; and depositor agrees to be bound by such documents and any amendments to them.

In the following, "I" refers to depositor. Check either the W-8 statement or the Certification, as applicable. If the "CERTIFICATION: Under penalties of perjury" below is unchecked, depositor is not making the certification.

If checked, complete IRS form W-8BEN, W-8ECI, W-8EXP or W-8IMY. The depositor is not a U.S. citizen or resident (or the depositor is filing for a foreign corporation, partnership, estate or trust).

CERTIFICATION: Under penalties of perjury, the depositor certifies that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Number of required signatures: 1

NAME OF OFFICE OR TITLE

PRESIDENT


• JEREMY ANDERSON

ACCOUNTANT


• EKTA DESAI

Signatures shown above are specimen or facsimile signatures of person(s) authorized to effect transactions on account by current depository resolution filed with Bank.

* Type or print name signed above

Failure to provide a taxpayer identification number may subject the account to backup withholding.

PHONE

TAX ID. NO

ADDRESS

10653 WAYZATA BLVD SUITE 200
FIRST DEP. S

MINNETONKA

MN 55305

PREPARED BY
Mckay, Landon

ROW3C

FROM
091

Required: (Complete one of the following sections)

If Organization/Non-profit (required for individual opening this account, not required for authorized signers):

Individual's Name: _____ Birth Date: _____ Taxpayer I.D. No. _____

Address (if different from Acct Addr): _____

ID1: DL/National ID _____ Phone: _____

ID1: DL/National Issuer _____ Issue Date _____ Expiration Date _____

ID2: DL/National No. _____ Issue Date _____ Expiration Date _____

ID3: DL/National No. _____ Issue Date _____ Expiration Date _____

If Corporate/Partnership/LLC/LLP (Please describe type of documentation provided [e.g., Articles of Incorporation, etc.]). All documentation must be forwarded to the CIF Dept. MS 7012.

Date 6/27/13

DEPOSITOR TRI MED MANAGEMENT INC

Name or Organization

By 

Secretary (Other)

[Bank - Use card with W.B.A. 75 Depository Declaration.]



Exhibit XXII



Wire Transfer Request - Domestic

ALL REQUESTS PLACED BY PHONE, FAX, OR EMAIL IN EXCESS OF \$25,000 ARE SUBJECT TO OUR VERIFICATION CALLBACK PROCEDURE

Date	10/2/13	Time	10:20	Requested by:	JEREMY	Via:	In Person <input checked="" type="checkbox"/>				
Name & Address: (No P.O. Boxes)	INTERVENTIONAL PAIN CENTER PLLC ✓ 10653 WAYZATA BLVD ✓ MINNETONKA MN 55305-1528 ✓										
Debit Account Type:	Small Bus Ck	Account Number:	553 ✓	Wire Fee:	\$25 Branch 5 ✓						
Dollar Amount of Wire:	\$ 30,000.00 ✓	Other:									
Written Dollar Amount (required):	THIRTY THOUSAND DOLLARS 00/100*****										
ABA/Routing Number:			Bank Name:								
Bank Address: (if provided)											
ABA/Routing Number:	2	6	3	1	8	2	9	1	4	Bank Name:	GROW FINANCIAL FCU ✓✓
Bank Address: (if provided)											
Account/Routing Number (only used when you have a correspondent bank):											
Account Number:	515 ✓✓										
Name:	HOLLY ✓ ✓										
Address: (No P.O. Boxes)	[Redacted] ✓ ✓										
Reference for Beneficiary # (invoice number, file number, etc.):											
<p>I represent that the above information is correct and acknowledge responsibility for any errors that may result due to incorrect or inadequate information provided to Voyager Bank. I authorize Voyager Bank to use any means it deems suitable for the transmission of these funds. I understand that in carrying out this wire transfer, Voyager Bank acts only as an agent. I hereby release Voyager Bank for all liability from any loss resulting from the transmission of funds unless such loss arises out of Voyager Bank's failure to act in accordance with the instructions provided in this authorization. Voyager Bank will not be liable to make any refund(s) for cancelled requests until after it receives confirmation that the refund has been returned to Voyager Bank. Any fees or charges imposed by other financial institutions in the transfer of these funds shall be paid by the originator.</p>											
SSN:	[Redacted] ✓										
<p style="text-align: center;"><i>See next page</i> Authorized Account Signature</p>											
Called customer (if request received via Fax or Email)	Yes <input type="checkbox"/>	CISP Verified:	Yes <input type="checkbox"/>	Callback Completed:	12:57	Done By:	JP				
Funds Available:	Yes <input type="checkbox"/>	Available Balance:	66,330.87 ✓	Entered By:	Jg	Date Entered:	10.02.13				
Verified By:	CA	Time Entered:	12:12	SEQ #:	305100 ✓						
Callback Contact:	MICHAEL MAI										
Callback Phone #:	[Redacted]										
				Sent By:	JP [Signature]	Date Verified & Released:	10/2/13				
				Time Verified & Released:				12:52			
<p><i>See next page</i> Authorized VB Officer ***Based on Wire Limits***</p>											
<p>Email OMAD to: <u>Jeremy Alavon @ Voyager bank</u> ✓</p>											



Loan Wire Transfer Request - Domestic

ALL REQUESTS PLACED BY PHONE, FAX, OR EMAIL IN EXCESS OF \$25,000 ARE SUBJECT TO OUR VERIFICATION CALLBACK PROCEDURE

Date: 6/10/13 Time: 10:20 Requested by: JEREMY ANDREWS Via: In Person

Name & Address: IPC
10653 Wayzata Blvd #200
Minnetonka, MN 55305

Debit Account Type: SPENDING Account Number: [REDACTED] 553 Other: [REDACTED]

Dollar Amount of Wire: \$ 30,000.00 Debiting Account: 1500-100000 254/05

Written Dollar Amount (required): Thirty Thousand and 00/100

ABA/Routing Number: [REDACTED] Bank Name: [REDACTED]

Bank Address: [REDACTED]

ABA/Routing Number: 263112710 Bank Name: Grow Financial FCU

Bank Address: [REDACTED]

Account/Routing Number (required when you have a corresponding bank): [REDACTED]

Account Number: [REDACTED] 615

Name: Holly [REDACTED]

Address: [REDACTED]

Reference for Beneficiary (device number, file number, etc.): [REDACTED]

I represent that the above information is correct and acknowledge responsibility for any errors that may result due to incorrect or inadequate information provided to Voyager Bank. I understand that in carrying out this wire transfer, Voyager Bank acts only as an agent. I hereby release Voyager Bank from any loss resulting from the transmission of funds unless such loss falls on Voyager Bank's failure to act in accordance with the instructions provided in this authorization. Voyager Bank will not be liable to make any payment for cancelled requests until after it receives confirmation that the refund has been returned to Voyager Bank. Any fees or charges imposed by other financial institutions in the transfer of the funds shall be paid by the initiator.

[Signature] Michael Mai
 Authorized Account Signature

Called Customer (if request received via Fax or Email): Yes CISP Verified: Yes Callback Completed: [REDACTED] Done By: [REDACTED]

Funds Available: Yes Available Balance: 66,330.87

Verified By: Cheryl Entered By: [REDACTED] Date Entered: [REDACTED]

Callback Contact: Dr. Michael Mai Time Entered: [REDACTED] SEQ #: [REDACTED]

Callback Phone #: [REDACTED] Sent By: [REDACTED] Date Verified & Released: [REDACTED]

Authorized VB Officer: [REDACTED] Time Verified & Released: [REDACTED]

Email OMAD to: [REDACTED]

Revised 06/10/2013

WRITING FORM

CLIENT SIG

OFFICER 90

Exhibit XXIII

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

State of Florida, Office of Financial
Regulation,

Plaintiff,

v.

Tri-Med Corporation, Tri-Med Associates,
Inc., Jeremy Anderson, Anthony N. Nicholas
III, Anthony N. Nicholas, Jr., Eric Ager, Irwin
Ager, and Teresa Simmons Bordinat a/k/a
Teresa Simmons,

Defendants.

**ORDER REGARDING RECEIVER
BURTON W. WIAND'S MOTION TO
COMPEL COMPLIANCE WITH A
SUBPOENA**

File No. 27-CV-14-3953

Judge Philip C. Carruthers

The above-entitled matter came before the undersigned Judge of District Court on December 15, 2014 upon the motion of Receiver Burton W. Wiand (the "Receiver") to compel Interventional Pain Center, PLLC's compliance with a subpoena. The Receiver was represented by Dan Supalla, Esq. Chad Hill, D.C., clinic director of Interventional Pain Center, PLLC, appeared at the hearing but is not a licensed attorney and IPC was not represented at the hearing by counsel. Based on the file, records and proceedings herein, the Court makes the following:

ORDER

1. Interventional Pain Center, PLLC, which is a non-party recipient of a document subpoena, must be represented by counsel to appear before the court to respond or object to the subpoena. Chad Hill, D.C., its clinical director and board member, may not appear on behalf of Interventional Pain Center, PLLC as to this matter.

2. This matter is reset for a hearing on January 7, 2015 at 10:00 a.m. in front of Judge Daniel C. Moreno. His courtroom and chambers are on the 15th floor but check the board

on the skyway level of the Hennepin County Government Center to determine his courtroom for the hearing or call his chambers beforehand.

3. The attached memorandum is incorporated into and made a part of this Order.

IT IS SO ORDERED.

BY THE COURT:

 SigPlus1

12/19/2014 11:09:19 am

Philip C. Carruthers
Judge of District Court

Dated: Dec. 19, 2014

MEMORANDUM

This matter relates to an enforcement action filed on March 4, 2014, in Florida's Sixth Judicial Circuit Court by the State of Florida Office of Financial Regulation (OFR) seeking emergency relief to stop an allegedly fraudulent investment scheme that raised over \$17 million from hundreds of investors. The original complaint named as Defendants Tri-Med Corporation ("Tri-Med"); Tri-Med Associates, Inc. ("TMA"); Jeremy Anderson; Anthony N. Nicholas, III; Eric Ager; Irwin Ager; and Teresa Simmons Bordinat a/k/a Teresa Simmons. On March 25, 2014, OFR filed an amended complaint adding Anthony N. Nicholas, Jr. as a defendant (collectively, "Defendants"). *State of Florida, Office of Financial Regulation v. Tri-Med Corporation, Jeremy Anderson et al.*, Case No. 14-001695-CI, Sixth Judicial Circuit Court, Pinellas County, Florida.

On March 5, 2014, the Circuit Court of the Sixth Judicial Circuit, Pinellas County, Florida issued an injunction and asset freeze upon several defendants (the "Tri-Med Order") and also appointed Burton W. Wiand, Esq. (the "Receiver") as receiver for Tri-Med Corporation, Tri-Med Associates, Inc. and TMFL Holdings, LLC (collectively the "Receivership Entities"). (Receiver Motion Ex. A.) The Florida court held an evidentiary hearing on October 22, 2014 upon the Defendants' motion to vacate and dissolve the receivership and injunction. The court denied Defendants' motion on October 24, 2014. (Receiver Motion Ex. B.)

On March 29, 2014, a subpoena was served upon non-party Interventional Pain Center, PLLC ("IPC") requiring IPC by April 4, 2014 to produce and permit inspection of documents related to the fraudulent investment scheme. (Receiver Motion Ex. C.) The Receiver filed the present motion on November 11, 2014 alleging that IPC has failed to comply with the subpoena and moving to compel IPC's compliance with the subpoena. The Receiver alleges that IPC is

intimately involved in the fraudulent investment scheme, having received at a minimum \$100,000 from the Receivership Entities and having entered into multiple agreements with Tri-Med in which IPC sold its medical receivables to Tri-Med at a discount to the amounts owed by IPC's patients.

A hearing on the Receiver's motion was scheduled for the afternoon of December 1, 2014. The morning of the hearing, IPC turned over to the Receiver documents it alleged complied with the subpoena. Dan Supalla, Esq. appeared on behalf of the Receiver at this hearing and stated that while he did not believe that the documents produced by IPC fully complied with the subpoena, the Receiver had not had an opportunity to fully review the documents. Chad Hill, D.C. and Tony In, the clinic director and manager of IPC, respectively, appeared at the December 1, 2014 hearing. Neither Dr. Hill nor Mr. In is a licensed attorney. The court informed Dr. Hill and Mr. In at the December 1, 2014 hearing that it did not believe they were permitted to appear on behalf of IPC, because under Minnesota law a corporate party may only appear in court by and through an attorney. *See Nicollet Restoration, Inc. v. Turnham*, 486 N.W.2d 753, 754 (Minn. 1992). The court further stated that it was not certain if this rule would apply to the present circumstance, in which the corporation is not a party to the action and is appearing in court for purposes of responding or objecting to a subpoena.

The court scheduled a second hearing for December 15, 2014 to give the Receiver an opportunity to review the documents turned over by IPC. At the December 15, 2014 hearing, the Receiver argued that the documents turned over by IPC do not comply with the subpoena. Specifically, the Receiver alleges that the documents fail to provide bank statements documenting what has happened to money transferred from Tri-Med to IPC or documentation

regarding patients with unpaid balances that are owed to Tri-Med pursuant to the agreements between IPC and Tri-Med.

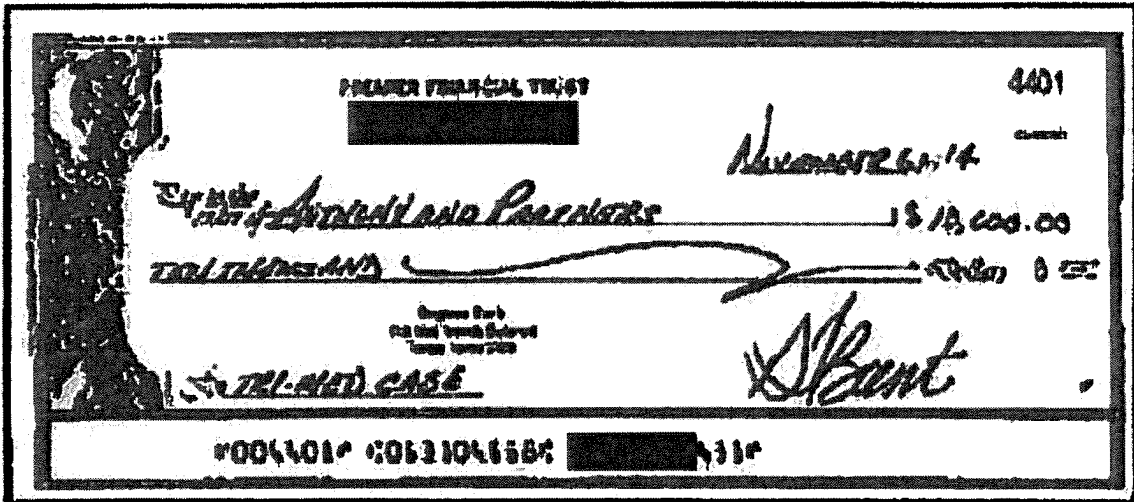
Chad Hill, D.C., clinic director of IPC appeared at the hearing on December 15, 2014, but IPC was not represented by an attorney. Dr. Hill stated that he and IPC would like to be represented by an attorney but had not yet taken the steps necessary to hire an attorney. Regardless of whether Dr. Hill wants personal representation, the court has reviewed applicable case law and concludes that IPC may only appear before the court for purposes of responding or objecting to the subpoena by and through an attorney. As noted, the general rule in Minnesota is that a corporate entity may only appear before the court by and through an attorney. *Nicollet Restoration*, 486 N.W.2d at 754. The court is not aware of any exception to this rule in Minnesota for third parties or for parties responding to a subpoena, and Dr. Hill has not pointed to any authority for this proposition. A federal district court addressed a similar situation in *Hitachi Med. Sys. Am., Inc. v. Branch*, 2010 WL 3063887 (N.D. Ohio Aug. 3, 2010). In *Branch*, the records custodian to two non-party corporate entities sought to raise objections to discovery subpoenas directed at the corporate entities. *Id.* at *1. The court in *Branch* concluded that the records custodian for each entity could not appear on behalf of the corporations under the federal rule stating that “a corporation cannot appear in federal court except through an attorney.” *Id.* at *2 (quoting *Doherty v. Am. Motors Corp.*, 728 F.2d 334, 340 (6th Cir. 1984)). “The Court’s independent research revealed no basis for finding that corporations wishing to object to validly-issued subpoenas are exempt from this rule.” *Id.* at *2. This court finds this logic persuasive and concludes that IPC may only appear before the court through an attorney. *Cf. Johnson v. Soo Line R. Co.*, 463 N.W.2d 894, 899 n.7 (Minn. 1990) (explaining that where a state procedural

rule is modeled after a federal rule, federal cases interpreting and applying the federal rule are helpful and instructive, although not binding).

To provide Dr. Hill and IPC the opportunity to find an attorney and to deal with the deficiencies cited by the Receiver, the Receiver's motion to compel compliance with the subpoena is set for a hearing on Wednesday, January 7, 2015 at 10:00 a.m. before Judge Daniel C. Moreno.

P.C.C.

Exhibit XXIV



Check# 4401

11/26/2014

\$10000.00

Exhibit XXV



October 21, 2014 through November 20, 2014
Primary Account: [REDACTED] 219

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		[REDACTED]
11/05	Fedwire Credit Via: Affinity Plus Federal Credit U/296076301 B/O: Tony IN Prior Lake, MN 55372 Ref: Chase Nyc/Ctr/Brn-A J Brent Tampa, FL 336111703/Ac-000000005715 Rfb=QVB Affinity Plus Imad: 1105Qmg#002001024 Tr: 3061609306F1	10,000.00	[REDACTED]
11/05	Incoming Domestic Wire Fee	- 15.00	[REDACTED]
	Ending Balance		[REDACTED]

A monthly Service Fee was not charged to your Chase Total Checking account. Here are the four ways you can avoid this fee during any statement period.

- Have direct deposits totaling \$300.00 or more.
(You did not have a direct deposit this statement period)
- OR, keep a minimum daily balance in your checking account of \$1,500.00 or more
(Your minimum daily balance was \$10,185.00)
- OR, keep an average qualifying deposit and investment balance of \$5,000.00 or more
(Your average qualifying deposit and investment balance was \$30,216.00)
- OR, pay at least \$25.00 in qualifying checking-related services or fees.
(Your total qualifying checking-related services or fees paid were \$15.00)

CHASE SAVINGS

A J BRENT

Account Number: [REDACTED] 338

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	[REDACTED]
Deposits and Additions	[REDACTED]
Ending Balance	[REDACTED]
Annual Percentage Yield Earned This Period	[REDACTED]
Interest Earned This Period	[REDACTED]
Interest Paid Year-to-Date	[REDACTED]

Exhibit XXVI

CHASE
Personal Signature Card
 ACCOUNT TITLE
 A J BRENT



ACCOUNT NUMBER
 TAX RESPONSIBLE ID #
 ACCOUNT TYPE
 DATE OPENED
 ISSUED BY

03/08/2014
 Chase Total Checking

New Account
 JPMorgan Chase Bank, N.A. (021)
 Howard and Swann
 144645
 ALEXA V ZERRATE
 (813) 253-0416
 03/06/2014

PERSONAL ADDRESS

United States/US Territories

TYPE OF OWNERSHIP

Individual

TAXPAYER ID #	DATE OF BIRTH	PRIMARY ID TYPE	PRIMARY ID NUMBER	ISSUER	ISSUANCE DATE	EXP DATE	SECONDARY ID TYPE	SECONDARY ID NUMBER	ISSUER	ISSUANCE DATE	EXP DATE
1)		Driver's License		FL	11/08/2005	12/01/2716	State or Bank Issued Credit Cs	XXXXXXXXXXXXXXXXXXXX22	Grow Financial		12/01/2016
2)											
3)											
4)											
5)											
6)											
7)											
8)											
9)											

CUSTOMER(S) TO BE ADDED LATER

ACKNOWLEDGEMENT - By signing this Signature Card, I am applying to the JPMorgan Chase Bank, N.A. (the Bank) to open the deposit account and/or Chase Liquid indicated above. I certify that the information provided herein is true to the best of my knowledge and authorize the Bank, at its discretion, to obtain credit reports and employment verifications on me. I acknowledge receipt of the Bank's Deposit Account Agreement or other applicable account agreement or the Chase Liquid Terms and Conditions, which includes all provisions that apply to this deposit account and/or Chase Liquid Card and the Bank Privacy Policy, and agree to be bound by the terms and conditions contained therein as amended from time to time. For joint accounts, I agree that all parties are responsible for any overdraw of any amount due to the return of a deposited check without condition or restriction. **CERTIFICATION** - I certify under penalties of perjury that (1) the Taxpayer Identification Number shown above is correct, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person (as defined in the Form W-9 Instructions).



If the IRS has notified you that you are subject to backup withholding due to underreporting interest or dividends on your tax return, cross out item 2 above. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or pre-recorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Messages and data rates may apply. You may contact us anytime to change these preferences.

Name

Date

Telephone Number

Signature

1) A J BRENT
 3.6.14



[Handwritten Signature]

2) _____

* Tax Responsibility Indicator

Rev 2/08



Exhibit XXVII



June 19, 2014 through July 18, 2014
Primary Account: [REDACTED] 219

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		[REDACTED]
07/09	Fedwire Credit Via: Wings Financial Credit Union/298078152 B/O: International Pain Center Pilmnnetonka MN 55305 Ref: Chase Nyc/Ctr/Bnl-A J Brent Tampa, FL 336111703/Ac-00000005715 Rfb=O/B Wings Finance Inmat: 0709Cmgf011000570 Tr: 2219009190Ff	5,000.00	[REDACTED]
07/09	Incoming Domestic Wire Fee	- 16.00	[REDACTED]
	Ending Balance		[REDACTED]

A monthly Service Fee was ~~not~~ charged to your Chase Total Checking account. Here are the four ways you can avoid this fee during any statement period.

- Have direct deposits totaling \$500.00 or more.
(You did not have a direct deposit this statement period)
- **OR**, keep a minimum daily balance in your checking account of \$1,800.00 or more.
(Your minimum daily balance was \$5,200.00)
- **OR**, keep an average qualifying deposit and investment balance of \$5,000.00 or more.
(Your average qualifying deposit and investment balance was \$21,895.00)
- **OR**, pay at least \$25.00 in qualifying checking-related services or fees.
(Your total qualifying checking-related services or fees paid were \$15.00)



A J BRENT

Account Number: [REDACTED] 838

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	[REDACTED]
Deposits and Additions	[REDACTED]
Ending Balance	[REDACTED]
Annual Percentage Yield Earned This Period	[REDACTED]
Interest Earned This Period	[REDACTED]
Interest Paid Year-to-Date	[REDACTED]



JPMorgan Chase Bank, N.A.
P O Box 660764
San Antonio, TX 78265-9764

June 19, 2014 through July 18, 2014

Primary Account: [REDACTED] 219

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-877-312-4273
International Calls: 1-713-292-1679

00000001 DRE 021 141 20014 NNNYNNNNYNN T 1 00000000 18 0000

AJ BRENT
[REDACTED]



CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Total Checking	[REDACTED] 219	[REDACTED]	[REDACTED]
Chase Savings	[REDACTED] 338	[REDACTED]	[REDACTED]
Total		[REDACTED]	[REDACTED]
TOTAL ASSETS		[REDACTED]	[REDACTED]

All Summary Balances shown are as of July 18, 2014 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

CHASE TOTAL CHECKING

AJ BRENT

Account Number: [REDACTED] 219

CHECKING SUMMARY

	AMOUNT
Beginning Balance	[REDACTED]
Deposits and Additions	[REDACTED]
Fees and Other Withdrawals	[REDACTED]
Ending Balance	[REDACTED]

This message confirms that you have overdraft protection on your checking account.

FedPayments ManagerSM - Funds

Environment:	Prod	ABA:	296076152
Mode:	Prod	Service Unit:	29607615
Cycle Date:	07/09/2014	System Date/Time:	07/09/2014 11:36:55

Status:	Completed	Message Type:	Standard
Create Time:	07/09/2014 10:56:10	Test/Prod:	Prod
IMAD:	20140709 QMGFT011 000570 07091136		
OMAD:	20140709 B1QGC01R 022190 07091136		

BASIC INFORMATION

Sender ABA {3100}:	296076152 WINGS FINANCIAL CU
Receiver ABA {3400}:	021000021 CHASE BANK
Amount {2000}:	5,000.00
Type Code {1510}:	1000 - Transfer of Funds
Business Function {3600}:	CTR - Customer Transfer

ORIGINATOR INFORMATION

Originator {5000}	
Name:	INTERVENTIONAL PAIN CENTER PLLC
Address:	10653 WAYZATA BLVD #200 MINNETONKA MN 55305

BENEFICIARY INFORMATION

Beneficiary {4200}	
ID Code:	D - DDA Account Number
Identifier:	██████████19
Name:	A. J. BRENT

Exhibit XXVIII



January 22, 2015 through February 19, 2015
Primary Account: [REDACTED] 219

CHASE TOTAL CHECKING
A J BRENT Account Number: [REDACTED] 219

CHECKING SUMMARY

	AMOUNT
Beginning Balance	[REDACTED]
Deposits and Additions	[REDACTED]
Fees and Other Withdrawals	[REDACTED]
Ending Balance	[REDACTED]

Cash bonuses paid to this account during 2014 totaled \$200.00. This amount will be added to any interest paid during 2014 for tax reporting purposes.

This message confirms that you have overdraft protection on your checking account.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		[REDACTED]
02/18	Fedwire Credit Via: Wings Financial Credit Union/296076152 B/O: Rejuva Medical Center Minnetonka MN 55305 Ref: Chase Nys/Ctr/Ent-A J Brent Tampa, FL 336111703/Ac-000000005715 Pfb=OVB Wings Financ Obl=Ref: For Jeremy Anderson Imed: 0218Cmgf007001735 Tr: 4477709048FI	4,000.00	[REDACTED]
02/18	Incoming Domestic Wire Fee	- 15.00	[REDACTED]
	Ending Balance		[REDACTED]

A monthly Service Fee was not charged to your Chase Total Checking account. Here are the four ways you can avoid this fee during any statement period.

- Have direct deposits totaling \$500.00 or more.
(You did not have a direct deposit this statement period)
- OR, keep a minimum daily balance in your checking account of \$1,500.00 or more
(Your minimum daily balance was \$20,170.00)
- OR, keep an average qualifying deposit and investment balance of \$5,000.00 or more
(Your average qualifying deposit and investment balance was \$35,508.00)
- OR, pay at least \$25.00 in qualifying checking-related services or fees.
(Your total qualifying checking-related services or fees paid were \$15.00)

Exhibit XXIX

Minnesota Business and Lien System, Office of the Minnesota Secretary of State

Business Record Details »

Minnesota Business Name
Rejuva Medical Center L. L. C.

Business Type
Limited Liability Company (Domestic)

MN Statute
322B

File Number
812143800026

Home Jurisdiction
Minnesota

Filing Date
2/17/2015

Status
Active / In Good Standing

Renewal Due Date
12/31/2016

Registered Office Address
10652 Wayzata Blvd
Minnetonka, MN 55305
USA

Registered Agent(s)
Tony In

Filing History

Filing History

Select the item(s) you would like to order: Order Selected Copies

- | | | |
|--------------------------|--------------------|--------------------------------------------------------|
| <input type="checkbox"/> | Filing Date | Filing |
| <input type="checkbox"/> | 2/17/2015 | Original Filing - Limited Liability Company (Domestic) |

- Sprinklers

Similar Listings

Description

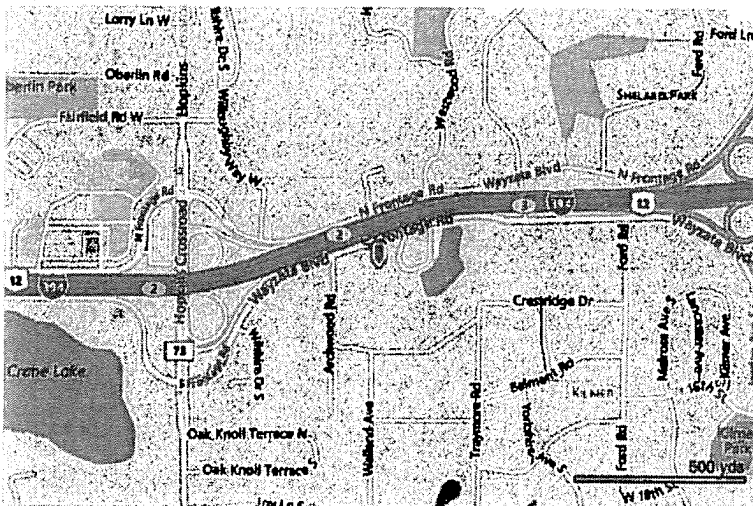
Monument & building signage, ample parking, ease of access to I-394, great visibility to 105,000 cars per day.
LOT 001 BLOCK 002 COLONIAL OAKS EX PARCELS 34 AND 34A AS SHOWN ON MN/DOT R/W PLAT NO 27-21

Major Tenant Information

Tenant	Lease End Date
Voyager Bank	
Primerica2	
Bayport Properties3	
Test4	

Map of 10653 Wayzata Blvd, Minnetonka, MN 55305

Hide Map



Research for 10653 Wayzata Blvd, Minnetonka, MN 55305 (Hennepin County)

- Demographics – Population, income & other demographics near 10653 Wayzata Blvd
- Research Price – Recent sales of similar properties
- Property Record Data – Historical listings, current tax, mortgage, owners & tenant info for this building

 to find out more details.



10 Photos

10249 Yellow Cr
Minnetonka, MN
\$1,295,000

Exhibit XXX

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Property information search

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[**Jobs**](#)

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[**Media**](#)

[**Contact**](#)

The Hennepin County Property Tax web database is updated daily (Monday - Friday) at approximately 9:15 p.m. (CST)

Search By:

- Property ID
- Address
- Addition name
- Interactive map

Enter HOUSE # for residential properties or
BUILDING # for commercial/apartment properties:

10652

Enter STREET NAME: (at least first 3 characters)

Wayzata Blvd.

Enter UNIT # (if applicable):

Limit to: records per page



Hennepin County has developed electronic forms of certain property information databases. Hennepin County makes reasonable efforts to produce and publish the most current property information available. The viewer should understand, however, that Hennepin County makes no representation or warranties, either express or implied, or as to merchantability or fitness for a particular purpose regarding the accuracy and/or completeness of the information contained herein.

The Web site has been designed for use as a search tool for information on individual property parcels. Multiple parcel data downloads, screen scraping programs or other computer extraction techniques are strictly prohibited. Hennepin County reserves the right to deny access to the site to any individual or party determined to be misusing the site.

Hennepin County is providing this information as a public service.
Tax related questions: taxinfo@hennepin.us

Hennepin County, Minnesota

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Transactions and applications



Property information search result

**The Hennepin County Property Tax web database is updated
daily (Monday - Friday) at approximately 9:15 p.m. (CST)**

No records found

Search By:

Property ID

Address

Addition name

Interactive map

Here are some search tips:

- Verify the Building Number, it must be exact
- If the street name has a geographic direction (N, E, S, W, etc.) the direction is usually at the end. Example: "East 14th Street" should be entered as 14th St E
- Try to shorten the Street Name, but enter at least 3 characters. Example: "East 14th Street" can be entered as "14th"

For more search tips click [here](#)

HOUSE or BUILDING #:

10652

STREET NAME:(at least first 3 characters)

Wayzata Blvd.

UNIT # (if applicable)

Search

Clear

records per page



Hennepin County is providing this information as a public service.

Tax related questions: taxinfo@hennepin.us

Hennepin County, Minnesota

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Exhibit XXXI



Call 952 236 7610
or
Schedule online



HOME ABOUT US PATIENTS PROFESSIONALS SERVICES CONTACT

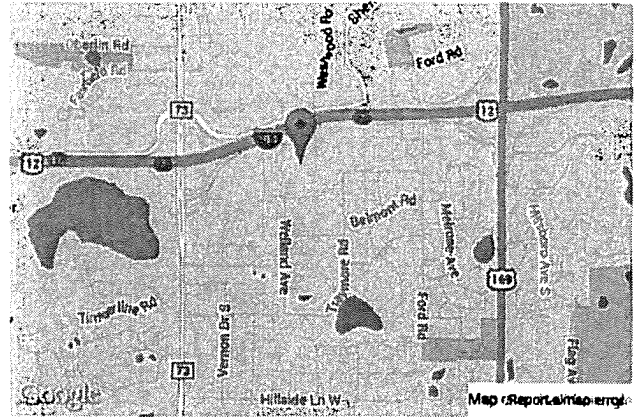
CONTACT

Interventional Pain Center
10853 Wayzata Blvd
Suite 200
Minnetonka, MN 55305

Phone Number: (952) 236-7610
Fax Number: (952) 426-0674
Email: info@ipcmn.com

OPENING HOURS

Monday: 8:30pm – 5:30pm
Tuesday: 8:30am – 5:30pm
Wednesday: 8:30am – 5:30pm
Thursday: 8:30am – 5:30pm
Friday: 8:30am – 5:30pm
Saturday: By Appointment Only
Sunday: Closed



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 Connecting Commercial Real Estate™ Mobile Become a free member Log In

LoopNet Local Broker Ads. Reserve your ZIPs
New clients are a click away...
Limited Availability. Call now 888-207-9234.



10653 Wayzata Blvd, Minnetonka, MN, 55305 - Available for Sale
 Office For Sale

This listing is currently for sale. To see other active properties for sale, begin a new search.

[For Sale](#) [For Lease](#)

[Browse More Listings in Office For Sale, Minnetonka, MN or Minnesota](#)

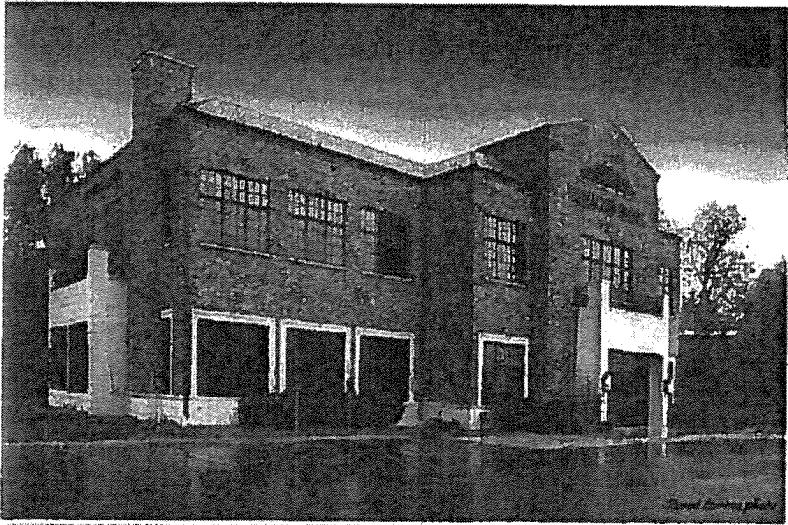
Voyager Bank Building

10653 Wayzata Blvd, Minnetonka, MN 55305

Price Not Disclosed

14,865 SF | Office
 | Get Financing

Request Additional Information from Listing Broker



Office Property For Sale

Price:	Price Not Disclosed	Tenancy:	Multiple
Building Size:	14,865 SF	Year Built:	2004
Property Type:	Office	Lot Size:	80,586 SF
Property Sub-type:	Office Building	APN / Parcel ID:	1.1172224001e+011, 111722240005, 053- 0111722240005
Property Use Type:	Investment	Listing ID:	17789734
No. Stories:	2	Last Updated:	28 days ago
Building Class:	A		

[Find Out More...](#)

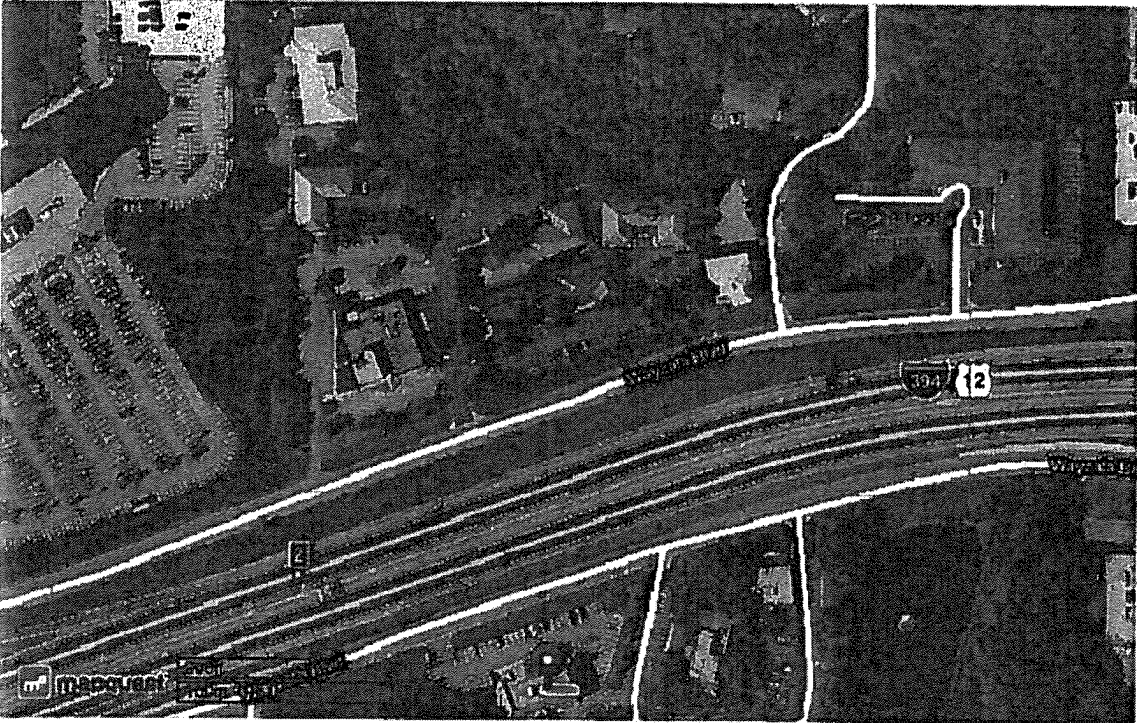
Utilities



Map of:
10653 Wayzata Blvd
Minnetonka, MN 55305-1515

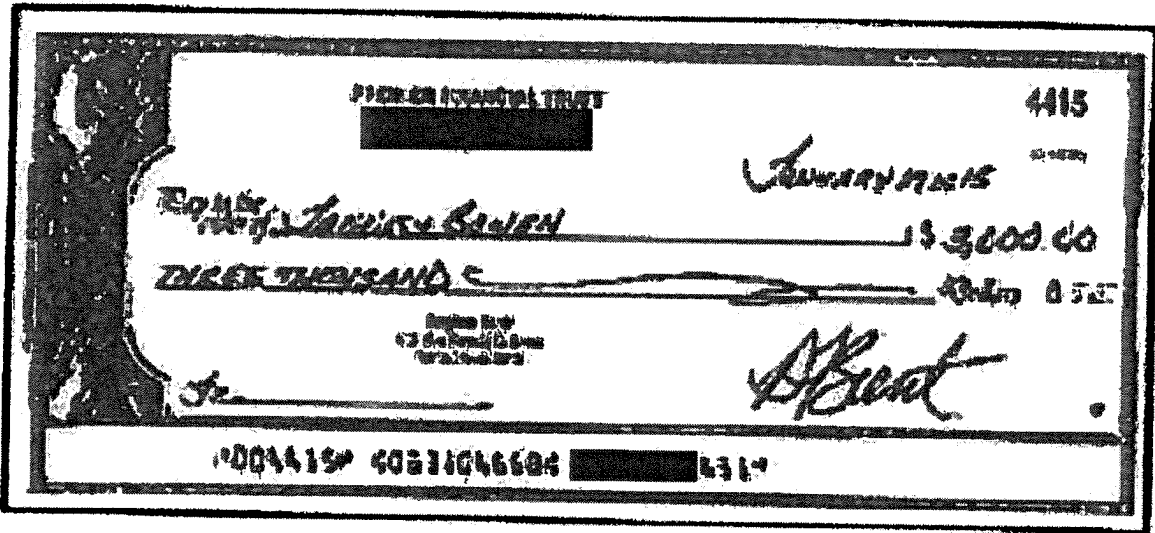
Notes

[Empty text box for notes]



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Exhibit XXXII



Check# 4415

02/04/2016

\$3000.00

Exhibit XXXIII

Melchior, Greg

From: Gianluca Morello <GMorello@wiandlaw.com>
Sent: Thursday, March 05, 2015 3:13 PM
To: Melchior, Greg
Cc: Carrie Rehus
Subject: Tri-Med Receivership - Service of Injunction Order
Attachments: Notice of Filing Plaintiff's Proof of Srv of Initial Order to defendants....pdf

Brent: 3/5/14 by email and mail

Parker: 3/5/14 by email and mail

For Anderson and I Ager, details about service of the injunction order are on the attached filing.

Gianluca Morello
5505 W. Gray Street
Tampa, FL 33609
Phone: 813.347.5105
Fax: 813.347.5155
gmorello@wiandlaw.com
www.wiandlaw.com



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If you desire a formal opinion on a particular tax matter for the purpose of avoiding the imposition of any penalties, we will discuss the additional Treasury requirements that must be met and whether it is possible to meet those requirements under the circumstances, as well as the anticipated time and additional fees involved.

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**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

vs.

CASE NO.: 2014-001695-CI

TRI-MED CORPORATION,
TRI-MED ASSOCIATES INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER,
IRWIN AGER,
and TERESA SIMMONS BORDINAT, a/k/a
TERESA SIMMONS,

Defendants.

NOTICE OF FILING
PLAINTIFF'S PROOF OF SERVICE OF INITIAL ORDER

Plaintiff, State of Florida, Office of Financial Regulation notifies the Court that a copy of the Court's Order Imposing Temporary Injunction, Appointment of Receiver, and Other Statutory and Ancillary Relief, was served pursuant to Page 16 of the Order as follows:

Defendant Tri-Med Corporation
March 5, 2014 and March 6 2014 – Corporate Officers Jeremy Anderson as president and Anthony Nicholas, III, as director, secretary and treasurer, were served as specified below.

Defendant Tri-Med Associates Inc.
March 5, 2014 and March 6 2014 - Corporate Officer Teresa Simmons as president and were served as specified below.

Defendant Jeremy Anderson

March 5, 2014 – emails to JeremyKeeAnderson@gmail.com, Jeremy@Tri-MedCorporation.com.

March 6, 2014 – Overnight FedEx to Anderson's last known address.

Defendant Anthony Nicholas, III

March 5, 2014 -- Order left at front door of residence.

March 5, 2014 – Email to Tony@Tri-MedCorporation.com

March 6, 2014 – Overnight FedEx to Nicholas' last known address

Defendant Eric Ager

March 5, 2014 – Email to Dtroiter@aol.com

March 6, 2014 - Overnight FedEx to E. Ager's last known address

Defendant Irwin Ager

March 5, 2014 – Hand delivered and email to irwinager@aol.com

March 6, 2014 – Overnight FedEx to I. Ager's last known address

Defendant Teresa Simmons Bordinat a/k/a Teresa Simmons

March 5, 2014 – Hand delivered

March 6, 2014 – Overnight FedEx to Bordinat's last known address.

Dated: March 7th, 2014

Respectfully submitted,



Douglas M. Holcomb

Assistant General Counsel

Fla. Bar No. 0061506

State of Florida

Office of Financial Regulation

400 W. Robinson Street, Suite S-225

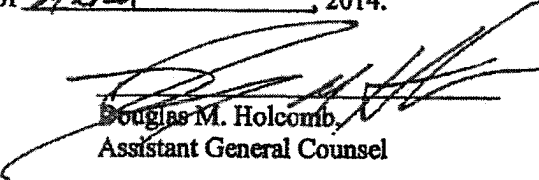
Orlando, Florida 32801-1799

(407) 245-0616

Douglas.Holcomb@flofr.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Filing Plaintiff's Proof of Service of Initial Order was provided by E-mail to the below service list this 7th day of March, 2014.


Douglas M. Holcomb,
Assistant General Counsel

Service List:

Burton Wiand, Esq.
Court Appointed Receiver
c/o Gianluca Morrello, Esq.
GMorello@wiandlaw.com