

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

BURTON W. WIAND, as Receiver for  
TRI-MED CORPORATION and  
TRI-MED ASSOCIATES INC.,

Plaintiff,

Case No.: 15-001082-CI

v.

JODIE MILLER, JEFFREY MILLER,  
ELLIOT SIMON, JOHN PARKER,  
WILLIAM GROSS, GEORGE ROE, JOHN  
BURNS, BARBARA AGER, 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,

Defendants.

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**COMPLAINT**

Burton W. Wiand (the “**Receiver**”), as Receiver<sup>1</sup> for Tri-Med Corporation (“**Tri-Med**”) and Tri-Med Associates Inc. (“**TMA**”) (collectively with TMFL, the “**Receivership Entities**”), by and through his undersigned counsel, hereby files suit against Jodie Miller, Jeffrey Miller, Elliot Simon, John Parker, William Gross, George Roe, John Burns, Barbara Ager, and Total Retirement Security Planning and Mentoring Group, LLC (“**TRS**”) (Defendants Jodie Miller, Jeffrey Miller, Simon, Parker, Gross, Barbara Ager, and TRS are collectively referred to as

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<sup>1</sup> By Order dated May 13, 2014, Mr. Wiand also was appointed Receiver for TMFL Holdings, LLC (“**TMFL**”), but he does not sue on its behalf.

“**Defendants**”) and also against 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 (Defendants Lindsay, Brothers, Schultz, Schager-Smith, Wendol, Britain, Tyrkala, Persico, Rosanna Okenquist, David Okenquist, and Manassa are collectively referred to as the “**TRS Subsequent Transferee Defendants**”), and alleges as follows:

### **INTRODUCTION**

1. The Circuit Court for the Sixth Judicial Circuit in Pinellas County originally appointed Mr. Wiand as Receiver for Tri-Med and TMA by an Order dated March 5, 2014 (the “**Order Appointing Receiver**”).

2. The Court entered the Order Appointing Receiver in an enforcement action brought by Florida’s Office of Financial Regulation (“**OFR**”) styled, *State of Florida, Office of Financial Regulation v. Tri-Med Corp., et al.*, Case No. 14-001695-CI (the “**OFR Proceeding**”), which was brought pursuant to Florida Statutes Chapter 517.

3. The Receiver was appointed pursuant to Florida Statutes Section 517.191(2) and the Court’s inherent equity powers, including the powers to carry out the purposes of the OFR Proceeding.

4. Under the Order Appointing Receiver, to carry out OFR’s mandates, the purposes of the OFR Proceeding, and the obligations and duties imposed on receivers by law, the Receiver was directed to, among other things, hold and manage the assets and property of the Receivership Entities and marshal and safeguard all such properties and assets and seek constructive trusts as appropriate. He also was conferred the power and authority to assert and

prosecute claims, actions, suits, and proceedings which may have been or which may be asserted or prosecuted by Receivership Entities.

5. The Receiver brings this action to recover money transferred to Defendants, which originated from Tri-Med and TMA. With respect to transfers made to TRS, the Receiver also seeks to recover the portion of that money which was subsequently transferred to the TRS Subsequent Transferee Defendants.

**JURISDICTION AND VENUE**

6. This is an action for damages in excess of \$15,000, exclusive of interest, costs, and attorney’s fees.

7. The Receiver was appointed in the OFR Proceeding, which is pending in the Circuit Court for the Sixth Judicial Circuit in Pinellas County. He is a citizen of the State of Florida and resides in Pinellas County, Florida.

8. On information and belief, Defendant Jodie Miller is a resident of Pinellas County, Florida.

9. On information and belief, Defendant Jeffrey Miller is a resident of Pinellas County, Florida.

10. On information and belief, Defendant Elliot Simon is a resident of Broward County, Florida.

11. On information and belief, Defendant John Parker is a resident of Marion County, Florida.

12. On information and belief, Defendant William Gross is a resident of Palm Beach County, Florida.

13. On information and belief, Defendant George Roe is a resident of Pinellas County, Florida.

14. On information and belief, Defendant John Burns is a resident of Miami-Dade County, Florida.

15. On information and belief, Defendant Barbara Ager is a resident of Seminole County, Florida. She is also the former wife of Irwin Ager, one of the insiders of the fraudulent investment scheme underlying this case.

16. Defendant TRS is a Florida limited liability company with its principal place of business in Hernando County, Florida.

17. On information and belief, Defendant Lauren Lindsay is a resident of Volusia County, Florida. On information and belief, she is a former insurance agent at TRS.

18. On information and belief, Defendant Donald Brothers is a resident of Hernando County, Florida. He is an insurance agent/retirement income planner at TRS.

19. On information and belief, Defendant Scott S. Schultz is a resident of Citrus County, Florida. He is an insurance agent/retirement income planner at TRS.

20. On information and belief, Defendant Lisa Schager-Smith is a resident of Hernando County, Florida. On information and belief, she is a former insurance agent at TRS.

21. On information and belief, Defendant Edward Wendol is a resident of Hernando County, Florida. He is a managing partner at TRS.

22. On information and belief, Defendant James Britain is a resident of Citrus County, Florida. He is an insurance agent at TRS.

23. On information and belief, Defendant Thomas Tyrkala is a resident of Hernando County, Florida. He is a managing partner at TRS.

24. On information and belief, Defendant John Persico is a resident of Palm Beach County, Florida. He is an insurance agent at TRS.

25. On information and belief, Rosanna Okenquist is a resident of Pasco County, Florida. She is an insurance agent at TRS.

26. On information and belief, Defendant David Okenquist is a resident of Pasco County, Florida. He is an insurance agent at TRS.

27. On information and belief, Defendant Joe Manassa is a resident of Polk County, Florida. On information and belief, he is a former insurance agent at TRS.

28. Venue is proper in this circuit pursuant to Florida Statutes Sections 47.011 and 47.021 as (a) this action includes Defendants residing in this circuit and (b) separately this action is related to the OFR Proceeding pending in this circuit, the fraudulent investment scheme underlying this case occurred in this circuit, the transfers to Defendants underlying this case, at least some of which were redirected to the TRS Subsequent Transferee Defendants, originated in this circuit, and the Receiver was appointed in this circuit, and as such the causes of action asserted in this case accrued in Pinellas County, Florida.

#### **THE PARTIES**

29. Mr. Wiand is the duly appointed and acting Receiver for the Receivership Entities. The Receivership Entities on whose behalf the Receiver asserts the claims in this case are (1) Tri-Med and (2) TMA.

30. Jeremy Anderson; Anthony N. Nicholas, III; Anthony N. Nicholas, Jr.; Eric Ager; Irwin Ager; and Teresa Simmons Bordinat, a/k/a Teresa Simmons (collectively, the “**Insiders**”), used the Receivership Entities to defraud over 200 investors from at least October 2011 forward by making material misrepresentations and omissions to lure investors into purportedly investing

in medical-practice-related accounts receivables subject to Letters of Protection (“**LOPs**”), including by essentially characterizing the purported investment as a certificate of deposit, or “**CD**”, and offering guaranteed purported interest rates of up to 8%.

31. Defendants Jodie Miller, Jeffrey Miller, Elliot Simon, John Parker, William Gross, George Roe, John Burns, and Barbara Ager acted as “sales agents” for Tri-Med by soliciting, offering, and selling Tri-Med’s “investment program” to investors. As alleged below, in connection with this fraudulent investment scheme – which in this case amounted to a Ponzi scheme – Tri-Med, directly or through TMA, paid “commissions” or other “transaction-based compensation” to “sales agents” (collectively, “**commissions**”), including to Defendants Jodie Miller, Jeffrey Miller, Elliot Simon, John Parker, William Gross, George Roe, John Burns, and Barbara Ager, to solicit and sell Tri-Med’s “investment program” to investors. Defendants Jodie Miller, Jeffrey Miller, Elliot Simon, John Parker, William Gross, George Roe, John Burns, and Barbara Ager made material misrepresentations and omissions to lure people into investing in this fraudulent investment scheme.

32. Defendant TRS is a general insurance agency located in Spring Hill, Florida, which is comprised of various insurance and other agents. Defendant TRS, through its agents, offers its and its agents’ clients a variety of insurance products, including fixed annuities, life insurance, long term care, health insurance, and Medicare supplements. According to Defendant TRS’s website, it has experience in all types of products designed to help people retire with financial comfort.

33. The TRS Subsequent Transferee Defendants are current and former insurance or other agents of TRS. Defendant TRS, through the TRS Subsequent Transferee Defendants, and the TRS Subsequent Transferee Defendants acted as “sales agents” for Tri-Med by soliciting,

offering, and selling Tri-Med's "investment program" to investors. As alleged below, in connection with this fraudulent investment scheme, Tri-Med, directly or through TMA, paid "commissions," including to Defendant TRS, some or all of which money was subsequently transferred to the TRS Subsequent Transferee Defendants, to solicit and sell Tri-Med's "investment program" to investors. Defendant TRS and TRS Subsequent Transferee Defendants made material misrepresentations and omissions to lure people into investing in this fraudulent investment scheme.

34. The Receiver seeks to avoid all of those "commissions" and any other transfers to Defendants under the Florida Uniform Fraudulent Transfer Act, Fla. Stat. § 726.101, *et seq.* ("FUFTA"). In the alternative, the Receiver seeks disgorgement of those amounts pursuant to an equitable claim of unjust enrichment.

35. The TRS Subsequent Transferee Defendants subsequently received from Defendant TRS transfers of some or all of the "commissions" and other transfers, and the Receiver also seeks to avoid those transfers under FUFTA or, in the alternative, the Receiver seeks disgorgement of those amounts pursuant to an equitable claim of unjust enrichment.

#### **THE FRAUDULENT SCHEME**

36. From 2011 through March 2014, over \$17 million was raised from over 200 investors on behalf of Tri-Med by the Insiders through the offer and sale of securities as part of a single and continuous fraudulent scheme (the "**scheme**"). TMA was used as a so-called "marketing arm" of Tri-Med and focused on soliciting investors for Tri-Med's "investment program."

37. The Insiders and sales agents raised money mainly from elderly Florida investors through numerous material misrepresentations and omissions and through the promise of

guaranteed interest rates of up to 8% from the purported purchase of LOPs. Tri-Med and TMA derived all of their assets from investors' principal investments.

38. Insiders fraudulently likened Tri-Med's "investment program" to bank CDs to make it seem very safe, and to underscore the purported safety of the "investment program," Insiders misrepresented that the LOPs were "secured," "guaranteed," "backed," and/or "paid" by major insurance companies. These same misrepresentations, and many others, including others alleged in this complaint, were made by Defendants, the TRS Subsequent Transferee Defendants, and other sales agents; they were included in documents used by Defendants, the TRS Subsequent Transferee Defendants, and other sales agents to solicit and sell Tri-Med's "investment program;" or, at a minimum, Defendants, the TRS Subsequent Transferee Defendants, and other sales agents knew these misrepresentations were being made to investors and potential investors.

39. In reality, the LOPs were not secured, guaranteed, backed, or paid by any insurance companies as there was no established right to collect from an insurance company. Rather, the LOPs were agreements merely between medical providers and patients which gave medical providers some right to collect for all or part of their services from any settlement money the patient might receive.

40. As previously alleged, Insiders and sales agents guaranteed annual rates of "interest" of up to 8% with purported "interest" payments paid monthly for a term of up to two years. Insiders purported to assign LOPs supposedly purchased by Tri-Med to different investors and guaranteed that if the receivable underlying the LOP was not paid by the end of a two-year term from the time an investor invested, Tri-Med would still pay back to the investor the full



principal amount or the investor could roll the investment amount over and continue receiving “interest” payments for another term.

41. These purported “interest” payments were primarily paid out of investors’ commingled principal investment money. Indeed, only approximately \$4 million of the over \$17 million raised from investors were used to buy LOPs.

42. Investors were also falsely told their investment money would be held in an attorney trust account with Marlowe McNabb P.A. during the time it was not used to purchase accounts receivable. Yet, only approximately \$2.8 million of the over \$17 million raised from investors actually was deposited in trust with Marlowe McNabb P.A.

43. Insiders also made other material misrepresentations to investors, including (1) that the investments were registered with the OFR; (2) in other instances, that the investments were exempt from registration; and (3) that Hospital Corporation of America hospitals were one of the sources from which Tri-Med purchased LOPs.

44. Insiders also forged many documents, including LOPs and a purported opinion from a major Florida law firm that the securities being sold to investors were exempt from registration.

45. During the scheme, Tri-Med’s attorneys provided to Insiders a comprehensive memorandum that clearly notified Insiders they were violating state and federal securities laws. The memorandum notified Insiders they were violating securities laws by, among other things, not providing full and fair disclosure of information to investors; making inaccurate or misleading representations; advertising the Tri-Med “investment program” in newspapers and on Tri-Med’s website; failing to register the securities and certain entities and individuals; and paying unlawful commissions.

46. In fact, this memorandum bluntly notified Insiders that:

**Tri-Med and its principals have potential exposure to liability for claims by purchasers, as well as exposure for sanctions by Federal securities regulators.**

It also explained that:

**[u]ntil the Investors are repaid in full, the only way to eliminate the potential claims by purchasers would be to conduct a rescission offer to all prior purchasers who purchased [investments from Tri-Med].**

47. The memorandum also warned that, “**Florida securities regulators could impose sanctions, require a rescission offer or pursue other civil or criminal liabilities,**” and concluded that, “**Tri-Med should discontinue all offers and sales of [investments] ... immediately.**” The Insiders ignored this and continued their investment scheme.

48. The vast majority of investors’ money was not used to purchase LOPs, and a portion of that money was used to pay commissions to sales agents, including Defendants and TRS Subsequent Transferee Defendants.

49. Insiders intentionally and wrongfully caused Tri-Med to pay purported “interest” to investors. They also intentionally and wrongfully caused Tri-Med, directly or through TMA, to pay commissions to Defendants, the TRS Subsequent Transferee Defendants, and other sales agents. Because the information provided to investors did not reflect the true nature of the Insiders’, the Receivership Entities’, Defendants’, the TRS Subsequent Transferee Defendants’, and the other sales agents’ activities, by intentionally and wrongfully causing Tri-Med, directly or through TMA, to pay those amounts to investors and Defendants, the TRS Subsequent Transferee Defendants, and other sales agents, the Insiders improperly diverted assets of Tri-Med and TMA to both perpetrate and perpetuate the scheme.

50. These (and all other) transfers of money which the Insiders caused Tri-Med and TMA to make to investors and Defendants, the TRS Subsequent Transferee Defendants, and other sales agents were paid from the fruits of the scheme.

51. Tri-Med and TMA were harmed by this unauthorized course of conduct, which was effectuated in furtherance of the scheme.

**TRANSFERS TO DEFENDANTS JODIE MILLER AND JEFFREY MILLER**

52. As detailed in Exhibit A attached hereto and incorporated herein, Tri-Med, directly or through TMA, paid commissions to Defendants Jodie Miller and Jeffrey Miller to solicit and sell Tri-Med's purported investment program to investors. Because Tri-Med and TMA were operated as part of a scheme as detailed in this complaint, those commissions were paid in violation of state and federal law and they improperly and wrongfully diverted money from Tri-Med and TMA.

53. Those commissions were also paid in violation of state and/or federal law because, on information and belief, Defendant Jeffrey Miller was not properly licensed by regulators to offer and sell securities, including Tri-Med's "investment program." On the other hand, Defendant Jodie Miller held licenses to sell securities but the sale of the Tri-Med "investment program" violated her legal obligations and duties, and she was subsequently suspended from any association with a registered broker/dealer for 18 months and ordered to pay penalties and other sums.

54. Specifically, as detailed in Exhibit A, based on the records reviewed by the Receiver as of the filing of this complaint, between 2011 and 2014, Insiders caused Tri-Med to

pay commissions, directly or through TMA (as detailed in Exhibit A), to Defendants Jodie Miller and Jeffrey Miller as itemized in Exhibit A.<sup>2</sup>

55. Under the circumstances alleged in this complaint, to allow Defendants Jodie Miller and Jeffrey Miller to keep those and any other commissions or other transfers of money received by Defendants Jodie Miller and Jeffrey Miller directly or indirectly from any of the Receivership Entities would be inequitable and unjust, including to the Receivership Entities' investors as a whole.

56. All money the Insiders wrongfully caused any of the Receivership Entities to transfer or pay to Defendants Jodie Miller and Jeffrey Miller was diverted and misappropriated in furtherance of the scheme. Thus, all of the money transferred or paid to Defendants Jodie Miller and Jeffrey Miller was improperly diverted assets of the Receivership Entities.

#### **TRANSFERS TO DEFENDANT ELLIOT SIMON**

57. As detailed in Exhibit B attached hereto and incorporated herein, Tri-Med, directly or through TMA, paid commissions to Defendant Simon to solicit and sell Tri-Med's purported investment program to investors. Because Tri-Med and TMA were operated as part of a scheme as detailed in this complaint, those commissions were paid in violation of state and federal law and they improperly and wrongfully diverted money from Tri-Med and TMA.

58. Those commissions were also paid in violation of state and/or federal law because, on information and belief, Defendant Simon was not properly licensed by regulators to offer and sell securities, including Tri-Med's "investment program." Indeed, on information and belief Defendant Simon previously lost his license to sell securities in 2004 as a result of

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<sup>2</sup> With respect to transfers to "J. Miller" identified in Exhibit A, they were made directly to either or both of Defendant Jeffrey Miller and Defendant Jodie Miller, but the Receiver is still investigating exactly who received those transfers.

violations of Florida Statutes Section 517.301, which prohibits fraud and the falsifying or concealing of information in the sale of securities.

59. Specifically, as detailed in Exhibit B, based on the records reviewed by the Receiver as of the filing of this complaint, between 2011 and 2014, Insiders caused Tri-Med to pay commissions, directly or through TMA (as detailed in Exhibit B), to Defendant Simon as itemized in Exhibit B.

60. Under the circumstances alleged in this complaint, to allow Defendant Simon to keep those and any other commissions or other transfers of money received by Defendant Simon directly or indirectly from any of the Receivership Entities would be inequitable and unjust, including to the Receivership Entities' investors as a whole.

61. All money the Insiders wrongfully caused any of the Receivership Entities to transfer or pay to Defendant Simon was diverted and misappropriated in furtherance of the scheme. Thus, all of the money transferred or paid to Defendant Simon was improperly diverted assets of the Receivership Entities.

#### **TRANSFERS TO DEFENDANT PARKER**

62. As detailed in Exhibit C attached hereto and incorporated herein, Tri-Med, directly or through TMA, paid commissions to Defendant Parker to solicit and sell Tri-Med's purported investment program to investors. Because Tri-Med and TMA were operated as part of a scheme as detailed in this complaint, those commissions were paid in violation of state and federal law and they improperly and wrongfully diverted money from Tri-Med and TMA.

63. Those commissions were also paid in violation of state and/or federal law because, on information and belief, Defendant Parker was not properly licensed by regulators to offer and sell securities, including Tri-Med's "investment program."

64. Specifically, as detailed in Exhibit C, based on the records reviewed by the Receiver as of the filing of this complaint, between 2011 and 2014, Insiders caused Tri-Med to pay commissions, directly or through TMA (as detailed in Exhibit C), to Defendant Parker as itemized in Exhibit C.

65. Under the circumstances alleged in this complaint, to allow Defendant Parker to keep those and any other commissions or other transfers of money received by Defendant Parker directly or indirectly from any of the Receivership Entities would be inequitable and unjust, including to the Receivership Entities' investors as a whole.

66. All money the Insiders wrongfully caused any of the Receivership Entities to transfer or pay to Defendant Parker was diverted and misappropriated in furtherance of the scheme. Thus, all of the money transferred or paid to Defendant Parker was improperly diverted assets of the Receivership Entities.

#### **TRANSFERS TO DEFENDANT GROSS**

67. As detailed in Exhibit D attached hereto and incorporated herein, Tri-Med, directly or through TMA, paid commissions to Defendant Gross to solicit and sell Tri-Med's purported investment program to investors. Because Tri-Med and TMA were operated as part of a scheme as detailed in this complaint, those commissions were paid in violation of state and federal law and they improperly and wrongfully diverted money from Tri-Med and TMA.

68. Those commissions were also paid in violation of state and/or federal law because, on information and belief, Defendant Gross was not properly licensed by regulators to offer and sell securities, including Tri-Med's "investment program."

69. Specifically, as detailed in Exhibit D, based on the records reviewed by the Receiver as of the filing of this complaint, between 2011 and 2014, Insiders caused Tri-Med to

pay commissions, directly or through TMA (as detailed in Exhibit D), to Defendant Gross as itemized in Exhibit D.

70. Under the circumstances alleged in this complaint, to allow Defendant Gross to keep those and any other commissions or other transfers of money received by Defendant Gross directly or indirectly from any of the Receivership Entities would be inequitable and unjust, including to the Receivership Entities' investors as a whole.

71. All money the Insiders wrongfully caused any of the Receivership Entities to transfer or pay to Defendant Gross was diverted and misappropriated in furtherance of the scheme. Thus, all of the money transferred or paid to Defendant Gross was improperly diverted assets of the Receivership Entities.

#### **TRANSFERS TO DEFENDANT ROE**

72. As detailed in Exhibit E attached hereto and incorporated herein, Tri-Med, directly or through TMA, paid commissions to Defendant Roe to solicit and sell Tri-Med's purported investment program to investors. Because Tri-Med and TMA were operated as part of a scheme as detailed in this complaint, those commissions were paid in violation of state and federal law and they improperly and wrongfully diverted money from Tri-Med and TMA.

73. Those commissions were also paid in violation of state and/or federal law because, on information and belief, Defendant Roe was not properly licensed by regulators to offer and sell securities, including Tri-Med's "investment program."

74. Specifically, as detailed in Exhibit E, based on the records reviewed by the Receiver as of the filing of this complaint, between 2011 and 2014, Insiders caused Tri-Med to pay commissions, directly or through TMA (as detailed in Exhibit E), to Defendant Roe as itemized in Exhibit E.

75. Under the circumstances alleged in this complaint, to allow Defendant Roe to keep those and any other commissions or other transfers of money received by Defendant Roe directly or indirectly from any of the Receivership Entities would be inequitable and unjust, including to the Receivership Entities' investors as a whole.

76. All money the Insiders wrongfully caused any of the Receivership Entities to transfer or pay to Defendant Roe was diverted and misappropriated in furtherance of the scheme. Thus, all of the money transferred or paid to Defendant Roe was improperly diverted assets of the Receivership Entities.

#### **TRANSFERS TO DEFENDANT BURNS**

77. As detailed in Exhibit F attached hereto and incorporated herein, Tri-Med, directly or through TMA, paid commissions to Defendant Burns to solicit and sell Tri-Med's purported investment program to investors. Because Tri-Med and TMA were operated as part of a scheme as detailed in this complaint, those commissions were paid in violation of state and federal law and they improperly and wrongfully diverted money from Tri-Med and TMA.

78. Those commissions were also paid in violation of state and/or federal law because, on information and belief, Defendant Burns was not properly licensed by regulators to offer and sell securities, including Tri-Med's "investment program."

79. Specifically, as detailed in Exhibit F, based on the records reviewed by the Receiver as of the filing of this complaint, between 2011 and 2014, Insiders caused Tri-Med to pay commissions, directly or through TMA (as detailed in Exhibit F), to Defendant Burns as itemized in Exhibit F.

80. Under the circumstances alleged in this complaint, to allow Defendant Burns to keep those and any other commissions or other transfers of money received by Defendant Burns



directly or indirectly from any of the Receivership Entities would be inequitable and unjust, including to the Receivership Entities' investors as a whole.

81. All money the Insiders wrongfully caused any of the Receivership Entities to transfer or pay to Defendant Burns was diverted and misappropriated in furtherance of the scheme. Thus, all of the money transferred or paid to Defendant Burns was improperly diverted assets of the Receivership Entities.

#### **TRANSFERS TO DEFENDANT AGER**

82. As detailed in Exhibit G attached hereto and incorporated herein, Tri-Med, directly or through TMA, paid commissions to Defendant Ager to solicit and sell Tri-Med's purported investment program to investors. Because Tri-Med and TMA were operated as part of a scheme as detailed in this complaint, those commissions were paid in violation of state and federal law and they improperly and wrongfully diverted money from Tri-Med and TMA.

83. Those commissions were also paid in violation of state and/or federal law because, on information and belief, Defendant Ager was not properly licensed by regulators to offer and sell securities, including Tri-Med's "investment program."

84. Specifically, as detailed in Exhibit G, based on the records reviewed by the Receiver as of the filing of this complaint, between 2011 and 2014, Insiders caused Tri-Med to pay commissions, directly or through TMA (as detailed in Exhibit G), to Defendant Ager as itemized in Exhibit G.

85. Under the circumstances alleged in this complaint, to allow Defendant Ager to keep those and any other commissions or other transfers of money received by Defendant Ager directly or indirectly from any of the Receivership Entities would be inequitable and unjust, including to the Receivership Entities' investors as a whole.

86. All money the Insiders wrongfully caused any of the Receivership Entities to transfer or pay to Defendant Ager was diverted and misappropriated in furtherance of the scheme. Thus, all of the money transferred or paid to Defendant Ager was improperly diverted assets of the Receivership Entities.

**TRANSFERS TO DEFENDANT TRS AND  
TRS SUBSEQUENT TRANSFEREE DEFENDANTS**

87. As detailed in Exhibit H attached hereto and incorporated herein, Tri-Med, directly or through TMA, paid commissions to solicit and sell Tri-Med's purported investment program to investors. Because Tri-Med and TMA were operated as part of a scheme as detailed in this complaint, those commissions were paid in violation of state and federal law and they improperly and wrongfully diverted money from Tri-Med and TMA.

88. Those commissions were also paid in violation of state and/or federal law because, on information and belief, Defendant TRS and the TRS Subsequent Transferee Defendants were not properly licensed by regulators to offer and sell securities, including Tri-Med's "investment program."

89. Specifically, as detailed in Exhibit H, based on the records reviewed by the Receiver as of the filing of this complaint, between 2011 and 2014, Insiders caused Tri-Med to pay commissions, directly or through TMA (as detailed in Exhibit H), to Defendant TRS as itemized in Exhibit H.

90. The TRS Subsequent Transferee Defendants received a portion of that money transferred to Defendant TRS based upon each TRS Subsequent Transferee Defendant's sales of Tri-Med's "investment program" to investors.

91. Under the circumstances alleged in this complaint, to allow Defendant TRS and/or the TRS Subsequent Transferee Defendants to keep those and any other commissions or

other transfers of money received directly or indirectly from any of the Receivership Entities would be inequitable and unjust, including to the Receivership Entities' investors as a whole.

92. All money the Insiders wrongfully caused any of the Receivership Entities to transfer or pay to Defendant TRS and subsequently to the TRS Subsequent Transferee Defendants was diverted and misappropriated in furtherance of the scheme. Thus, all of the money transferred or paid to Defendant TRS and the TRS Subsequent Transferee Defendants was improperly diverted assets of the Receivership Entities.

**COUNT I**  
**Florida Statutes Ch. 726: Uniform Fraudulent Transfer Act**  
**Defendants Jodie Miller and Jeffrey Miller**

93. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-9, 28-31, 34, and 36-56.

94. By intentionally and wrongfully causing the transfer to Defendants Jodie Miller and Jeffrey Miller of money from Tri-Med and/or TMA as identified in Exhibit A under the circumstances alleged in this complaint, Tri-Med and TMA, through the Receiver, have a right to repayment of at least that amount from Defendants Jodie Miller and Jeffrey Miller.

95. In light of this right to repayment (and independently because the Insiders' conduct as alleged in this complaint with respect to Tri-Med and TMA amounted to embezzlement, breach of fiduciary duty, fraud, and/or other violations of law), Tri-Med and TMA have a claim against the Insiders and consequently are creditors of the Insiders under FUFTA. Accordingly, the Insiders are debtors under that act.

96. The transfers of commissions that the Insiders caused Tri-Med and/or TMA to make to Defendants Jodie Miller and Jeffrey Miller were inherently fraudulent because the transfers were made as part of the scheme.

97. Those transfers were fraudulent under Florida Statutes § 726.105(1)(a) because the Insiders caused Tri-Med and/or TMA to make the transfers with actual intent to hinder, delay, or defraud creditors of the Insiders, Tri-Med, and TMA.

98. Those transfers also were fraudulent under Florida Statutes § 726.105(1)(b) because: (a) the Insiders caused Tri-Med and/or TMA to make those transfers; and (b)(i) the Insiders and the Receivership Entities were engaged or were about to engage in a business or transaction for which their remaining assets were unreasonably small in relation to the business or transaction; or (ii) the Insiders intended that they and/or the Receivership Entities incur, or believed or reasonably should have believed they would incur, debts beyond their ability to pay as they became due.

99. Those transfers also were fraudulent under Florida Statutes § 726.106(1) because neither the Insiders nor the Receivership Entities received a reasonably equivalent value in exchange for those transfers to Defendants Jodie Miller and Jeffrey Miller, and the Insiders and the Receivership Entities were insolvent at all relevant times.

100. On behalf of Tri-Med and TMA, from which money was transferred to Defendants Jodie Miller and Jeffrey Miller, the Receiver is entitled to avoid and recover transfers equal to the commissions and other transfers that the Insiders caused Tri-Med and TMA to pay to Defendants Jodie Miller and Jeffrey Miller (and to any other pertinent remedy, including those available under Florida Statutes § 726.108).

101. On behalf of Tri-Med and TMA, the Receiver is entitled to avoid and recover those transfers because (i) money was commingled and (ii) the Insiders used Tri-Med and TMA as a single, continuous scheme.

WHEREFORE, the Receiver asks this Court to enter a joint and several judgment against

Defendants Jodie Miller and Jeffrey Miller avoiding transfers from Tri-Med and TMA in the amount of commissions and other money received by Defendants Jodie Miller and Jeffrey Miller, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT II**  
**Unjust Enrichment**  
**Defendants Jodie Miller and Jeffrey Miller**

102. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-9, 28-31, 34, and 36-56.

103. This unjust enrichment claim is asserted in the alternative, in the event the statutory remedy asserted in Count I does not provide an adequate remedy at law.

104. Defendants Jodie Miller and Jeffrey Miller received a benefit when in furtherance and during the course of the scheme, the Insiders wrongfully caused Tri-Med and/or TMA (as indicated in Exhibit A) to transfer money to Defendants Jodie Miller and Jeffrey Miller in an amount equal to the commissions and any other transfer received by Defendants Jodie Miller and Jeffrey Miller.

105. Defendants Jodie Miller and Jeffrey Miller knowingly and voluntarily accepted and retained a benefit in the form of that money.

106. The circumstances alleged in this complaint render Defendants Jodie Miller's and Jeffrey Miller's retention of that benefit inequitable and unjust so Defendants Jodie Miller and Jeffrey Miller must pay the Receiver, acting on behalf of Tri-Med and TMA, the value of the benefit received.

107. Defendants Jodie Miller and Jeffrey Miller have been unjustly enriched at the expense of Tri-Med and TMA in the amount of the transfers received by Defendants Jodie Miller

and Jeffrey Miller as detailed in Exhibit A, and Tri-Med and TMA, through the Receiver, are entitled to judgment in that amount.

108. The Receiver, on behalf of Tri-Med and TMA, is entitled to the return of that money through disgorgement or any other applicable remedy.

WHEREFORE, the Receiver asks this Court to enter a joint and several judgment against Defendants Jodie Miller and Jeffrey Miller in the amount of commissions and other money received by Defendants Jodie Miller and Jeffrey Miller from Tri-Med and TMA, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT III**  
**Florida Statutes Ch. 726: Uniform Fraudulent Transfer Act**  
**Defendant Elliot Simon**

109. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-7, 10, 28-31, 34, 36-51, and 57-61.

110. By intentionally and wrongfully causing the transfer to Defendant Simon of money from Tri-Med and/or TMA as identified in Exhibit B under the circumstances alleged in this complaint, Tri-Med and TMA, through the Receiver, have a right to repayment of at least that amount from Defendant Simon.

111. In light of this right to repayment (and independently because the Insiders' conduct as alleged in this complaint with respect to Tri-Med and TMA amounted to embezzlement, breach of fiduciary duty, fraud, and/or other violations of law), Tri-Med and TMA have a claim against the Insiders and consequently are creditors of the Insiders under FUFTA. Accordingly, the Insiders are debtors under that act.

112. The transfers of commissions that the Insiders caused Tri-Med and/or TMA to make to Defendant Simon were inherently fraudulent because the transfers were made as part of the scheme.

113. Those transfers were fraudulent under Florida Statutes § 726.105(1)(a) because the Insiders caused Tri-Med and/or TMA to make the transfers with actual intent to hinder, delay, or defraud creditors of the Insiders, Tri-Med, and TMA.

114. Those transfers also were fraudulent under Florida Statutes § 726.105(1)(b) because: (a) the Insiders caused Tri-Med and/or TMA to make those transfers; and (b)(i) the Insiders and the Receivership Entities were engaged or were about to engage in a business or transaction for which their remaining assets were unreasonably small in relation to the business or transaction; or (ii) the Insiders intended that they and/or the Receivership Entities incur, or believed or reasonably should have believed they would incur, debts beyond their ability to pay as they became due.

115. Those transfers also were fraudulent under Florida Statutes § 726.106(1) because neither the Insiders nor the Receivership Entities received a reasonably equivalent value in exchange for those transfers to Defendant Simon, and the Insiders and the Receivership Entities were insolvent at all relevant times.

116. On behalf of Tri-Med and TMA, from which money was transferred to Defendant Simon, the Receiver is entitled to avoid and recover transfers equal to the commissions and other transfers that the Insiders caused Tri-Med and TMA to pay to Defendant Simon (and to any other pertinent remedy, including those available under Florida Statutes § 726.108).

117. On behalf of Tri-Med and TMA, the Receiver is entitled to avoid and recover those transfers because (i) money was commingled and (ii) the Insiders used Tri-Med and TMA as a single, continuous scheme.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Simon avoiding transfers from Tri-Med and TMA in the amount of commissions and other money received by Defendant Simon, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT IV**  
**Unjust Enrichment**  
**Defendant Elliot Simon**

118. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-7, 10, 28-31, 34, 36-51, and 57-61.

119. This unjust enrichment claim is asserted in the alternative, in the event the statutory remedy asserted in Count III does not provide an adequate remedy at law.

120. Defendant Simon received a benefit when in furtherance and during the course of the scheme, the Insiders wrongfully caused Tri-Med and/or TMA (as indicated in Exhibit B) to transfer money to Defendant Simon in an amount equal to the commissions and any other transfer received by Defendant Simon.

121. Defendant Simon knowingly and voluntarily accepted and retained a benefit in the form of that money.

122. The circumstances alleged in this complaint render Defendant Simon's retention of that benefit inequitable and unjust so Defendant Simon must pay the Receiver, acting on behalf of Tri-Med and TMA, the value of the benefit received.



123. Defendant Simon has been unjustly enriched at the expense of Tri-Med and TMA in the amount of the transfers received by Defendant Simon as detailed in Exhibit B, and Tri-Med and TMA, through the Receiver, are entitled to judgment in that amount.

124. The Receiver, on behalf of Tri-Med and TMA, is entitled to the return of that money through disgorgement or any other applicable remedy.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Simon in the amount of commissions and other money received by Defendant Simon from Tri-Med and TMA, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT V**  
**Florida Statutes Ch. 726: Uniform Fraudulent Transfer Act**  
**Defendant John Parker**

125. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-7, 11, 28-31, 34, 36-51, and 62-66.

126. By intentionally and wrongfully causing the transfer to Defendant Parker of money from Tri-Med and/or TMA as identified in Exhibit C under the circumstances alleged in this complaint, Tri-Med and TMA, through the Receiver, have a right to repayment of at least that amount from Defendant Parker.

127. In light of this right to repayment (and independently because the Insiders' conduct as alleged in this complaint with respect to Tri-Med and TMA amounted to embezzlement, breach of fiduciary duty, fraud, and/or other violations of law), Tri-Med and TMA have a claim against the Insiders and consequently are creditors of the Insiders under FUFTA. Accordingly, the Insiders are debtors under that act.

128. The transfers of commissions that the Insiders caused Tri-Med and/or TMA to make to Defendant Parker were inherently fraudulent because the transfers were made as part of the scheme.

129. Those transfers were fraudulent under Florida Statutes § 726.105(1)(a) because the Insiders caused Tri-Med and/or TMA to make the transfers with actual intent to hinder, delay, or defraud creditors of the Insiders, Tri-Med, and TMA.

130. Those transfers also were fraudulent under Florida Statutes § 726.105(1)(b) because: (a) the Insiders caused Tri-Med and/or TMA to make those transfers; and (b)(i) the Insiders and the Receivership Entities were engaged or were about to engage in a business or transaction for which their remaining assets were unreasonably small in relation to the business or transaction; or (ii) the Insiders intended that they and/or the Receivership Entities incur, or believed or reasonably should have believed they would incur, debts beyond their ability to pay as they became due.

131. Those transfers also were fraudulent under Florida Statutes § 726.106(1) because neither the Insiders nor the Receivership Entities received a reasonably equivalent value in exchange for those transfers to Defendant Parker, and the Insiders and the Receivership Entities were insolvent at all relevant times.

132. On behalf of Tri-Med and TMA, from which money was transferred to Defendant Parker, the Receiver is entitled to avoid and recover transfers equal to the commissions and other transfers that the Insiders caused Tri-Med and TMA to pay to Defendant Parker (and to any other pertinent remedy, including those available under Florida Statutes § 726.108).

133. On behalf of Tri-Med and TMA, the Receiver is entitled to avoid and recover those transfers because (i) money was commingled and (ii) the Insiders used Tri-Med and TMA as a single, continuous scheme.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Parker avoiding transfers from Tri-Med and TMA in the amount of commissions and other money received by Defendant Parker, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT VI**  
**Unjust Enrichment**  
**Defendant John Parker**

134. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-7, 11, 28-31, 34, 36-51, and 62-66.

135. This unjust enrichment claim is asserted in the alternative, in the event the statutory remedy asserted in Count V does not provide an adequate remedy at law.

136. Defendant Parker received a benefit when in furtherance and during the course of the scheme, the Insiders wrongfully caused Tri-Med and/or TMA (as indicated in Exhibit C) to transfer money to Defendant Parker in an amount equal to the commissions and any other transfer received by Defendant Parker.

137. Defendant Parker knowingly and voluntarily accepted and retained a benefit in the form of that money.

138. The circumstances alleged in this complaint render Defendant Parker's retention of that benefit inequitable and unjust so Defendant Parker must pay the Receiver, acting on behalf of Tri-Med and TMA, the value of the benefit received.

139. Defendant Parker has been unjustly enriched at the expense of Tri-Med and TMA in the amount of the transfers received by Defendant Parker as detailed in Exhibit C, and Tri-Med and TMA, through the Receiver, are entitled to judgment in that amount.

140. The Receiver, on behalf of Tri-Med and TMA, is entitled to the return of that money through disgorgement or any other applicable remedy.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Parker in the amount of commissions and other money received by Defendant Parker from Tri-Med and TMA, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT VII**  
**Florida Statutes Ch. 726: Uniform Fraudulent Transfer Act**  
**Defendant William Gross**

141. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-7, 12, 28-31, 34, 36-51, and 67-71.

142. By intentionally and wrongfully causing the transfer to Defendant Gross of money from Tri-Med and/or TMA as identified in Exhibit D under the circumstances alleged in this complaint, Tri-Med and TMA, through the Receiver, have a right to repayment of at least that amount from Defendant Gross.

143. In light of this right to repayment (and independently because the Insiders' conduct as alleged in this complaint with respect to Tri-Med and TMA amounted to embezzlement, breach of fiduciary duty, fraud, and/or other violations of law), Tri-Med and TMA have a claim against the Insiders and consequently are creditors of the Insiders under FUFTA. Accordingly, the Insiders are debtors under that act.

144. The transfers of commissions that the Insiders caused Tri-Med and/or TMA to make to Defendant Gross were inherently fraudulent because the transfers were made as part of the scheme.

145. Those transfers were fraudulent under Florida Statutes § 726.105(1)(a) because the Insiders caused Tri-Med and/or TMA to make the transfers with actual intent to hinder, delay, or defraud creditors of the Insiders, Tri-Med, and TMA.

146. Those transfers also were fraudulent under Florida Statutes § 726.105(1)(b) because: (a) the Insiders caused Tri-Med and/or TMA to make those transfers; and (b)(i) the Insiders and the Receivership Entities were engaged or were about to engage in a business or transaction for which their remaining assets were unreasonably small in relation to the business or transaction; or (ii) the Insiders intended that they and/or the Receivership Entities incur, or believed or reasonably should have believed they would incur, debts beyond their ability to pay as they became due.

147. Those transfers also were fraudulent under Florida Statutes § 726.106(1) because neither the Insiders nor the Receivership Entities received a reasonably equivalent value in exchange for those transfers to Defendant Gross, and the Insiders and the Receivership Entities were insolvent at all relevant times.

148. On behalf of Tri-Med and TMA, from which money was transferred to Defendant Gross, the Receiver is entitled to avoid and recover transfers equal to the commissions and other transfers that the Insiders caused Tri-Med and TMA to pay to Defendant Gross (and to any other pertinent remedy, including those available under Florida Statutes § 726.108).

149. On behalf of Tri-Med and TMA, the Receiver is entitled to avoid and recover those transfers because (i) money was commingled and (ii) the Insiders used Tri-Med and TMA as a single, continuous scheme.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Gross avoiding transfers from Tri-Med and TMA in the amount of commissions and other money received by Defendant Gross, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT VIII**  
**Unjust Enrichment**  
**Defendant William Gross**

150. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-7, 12, 28-31, 34, 36-51; and 67-71.

151. This unjust enrichment claim is asserted in the alternative, in the event the statutory remedy asserted in Count VII does not provide an adequate remedy at law.

152. Defendant Gross received a benefit when in furtherance and during the course of the scheme, the Insiders wrongfully caused Tri-Med and/or TMA (as indicated in Exhibit D) to transfer money to Defendant Gross in an amount equal to the commissions and any other transfer received by Defendant Gross.

153. Defendant Gross knowingly and voluntarily accepted and retained a benefit in the form of that money.

154. The circumstances alleged in this complaint render Defendant Gross' retention of that benefit inequitable and unjust so Defendant Gross must pay the Receiver, acting on behalf of Tri-Med and TMA, the value of the benefit received.

155. Defendant Gross has been unjustly enriched at the expense of Tri-Med and TMA in the amount of the transfers received by Defendant Gross as detailed in Exhibit D, and Tri-Med and TMA, through the Receiver, are entitled to judgment in that amount.

156. The Receiver, on behalf of Tri-Med and TMA, is entitled to the return of that money through disgorgement or any other applicable remedy.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Gross in the amount of commissions and other money received by Defendant Gross from Tri-Med and TMA, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT IX**  
**Florida Statutes Ch. 726: Uniform Fraudulent Transfer Act**  
**Defendant George Roe**

157. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-7, 13, 28-31, 34, 36-51, and 72-76.

158. By intentionally and wrongfully causing the transfer to Defendant Roe of money from Tri-Med and/or TMA as identified in Exhibit E under the circumstances alleged in this complaint, Tri-Med and TMA, through the Receiver, have a right to repayment of at least that amount from Defendant Roe.

159. In light of this right to repayment (and independently because the Insiders' conduct as alleged in this complaint with respect to Tri-Med and TMA amounted to embezzlement, breach of fiduciary duty, fraud, and/or other violations of law), Tri-Med and TMA have a claim against the Insiders and consequently are creditors of the Insiders under FUFTA. Accordingly, the Insiders are debtors under that act.

160. The transfers of commissions that the Insiders caused Tri-Med and/or TMA to make to Defendant Roe were inherently fraudulent because the transfers were made as part of the scheme.

161. Those transfers were fraudulent under Florida Statutes § 726.105(1)(a) because the Insiders caused Tri-Med and/or TMA to make the transfers with actual intent to hinder, delay, or defraud creditors of the Insiders, Tri-Med, and TMA.

162. Those transfers also were fraudulent under Florida Statutes § 726.105(1)(b) because: (a) the Insiders caused Tri-Med and/or TMA to make those transfers; and (b)(i) the Insiders and the Receivership Entities were engaged or were about to engage in a business or transaction for which their remaining assets were unreasonably small in relation to the business or transaction; or (ii) the Insiders intended that they and/or the Receivership Entities incur, or believed or reasonably should have believed they would incur, debts beyond their ability to pay as they became due.

163. Those transfers also were fraudulent under Florida Statutes § 726.106(1) because neither the Insiders nor the Receivership Entities received a reasonably equivalent value in exchange for those transfers to Defendant Roe, and the Insiders and the Receivership Entities were insolvent at all relevant times.

164. On behalf of Tri-Med and TMA, from which money was transferred to Defendant Roe, the Receiver is entitled to avoid and recover transfers equal to the commissions and other transfers that the Insiders caused Tri-Med and TMA to pay to Defendant Roe (and to any other pertinent remedy, including those available under Florida Statutes § 726.108).



165. On behalf of Tri-Med and TMA, the Receiver is entitled to avoid and recover those transfers because (i) money was commingled and (ii) the Insiders used Tri-Med and TMA as a single, continuous scheme.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Roe avoiding transfers from Tri-Med and TMA in the amount of commissions and other money received by Defendant Roe, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT X**  
**Unjust Enrichment**  
**Defendant George Roe**

166. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-7, 13, 28-31, 34, 36-51, and 72-76.

167. This unjust enrichment claim is asserted in the alternative, in the event the statutory remedy asserted in Count IX does not provide an adequate remedy at law.

168. Defendant Roe received a benefit when in furtherance and during the course of the scheme, the Insiders wrongfully caused Tri-Med and/or TMA (as indicated in Exhibit E) to transfer money to Defendant Roe in an amount equal to the commissions and any other transfer received by Defendant Roe.

169. Defendant Roe knowingly and voluntarily accepted and retained a benefit in the form of that money.

170. The circumstances alleged in this complaint render Defendant Roe's retention of that benefit inequitable and unjust so Defendant Roe must pay the Receiver, acting on behalf of Tri-Med and TMA, the value of the benefit received.

171. Defendant Roe has been unjustly enriched at the expense of Tri-Med and TMA in the amount of the transfers received by Defendant Roe as detailed in Exhibit E, and Tri-Med and TMA, through the Receiver, are entitled to judgment in that amount.

172. The Receiver, on behalf of Tri-Med and TMA, is entitled to the return of that money through disgorgement or any other applicable remedy.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Roe in the amount of commissions and other money received by Defendant Roe from Tri-Med and TMA, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT XI**  
**Florida Statutes Ch. 726: Uniform Fraudulent Transfer Act**  
**Defendant John Burns**

173. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-7, 14, 28-31, 34, 36-51, and 77-81.

174. By intentionally and wrongfully causing the transfer to Defendant Burns of money from Tri-Med and/or TMA as identified in Exhibit F under the circumstances alleged in this complaint, Tri-Med and TMA, through the Receiver, have a right to repayment of at least that amount from Defendant Burns.

175. In light of this right to repayment (and independently because the Insiders' conduct as alleged in this complaint with respect to Tri-Med and TMA amounted to embezzlement, breach of fiduciary duty, fraud, and/or other violations of law), Tri-Med and TMA have a claim against the Insiders and consequently are creditors of the Insiders under FUFTA. Accordingly, the Insiders are debtors under that act.

176. The transfers of commissions that the Insiders caused Tri-Med and/or TMA to make to Defendant Burns were inherently fraudulent because the transfers were made as part of the scheme.

177. Those transfers were fraudulent under Florida Statutes § 726.105(1)(a) because the Insiders caused Tri-Med and/or TMA to make the transfers with actual intent to hinder, delay, or defraud creditors of the Insiders, Tri-Med, and TMA.

178. Those transfers also were fraudulent under Florida Statutes § 726.105(1)(b) because: (a) the Insiders caused Tri-Med and/or TMA to make those transfers; and (b)(i) the Insiders and the Receivership Entities were engaged or were about to engage in a business or transaction for which their remaining assets were unreasonably small in relation to the business or transaction; or (ii) the Insiders intended that they and/or the Receivership Entities incur, or believed or reasonably should have believed they would incur, debts beyond their ability to pay as they became due.

179. Those transfers also were fraudulent under Florida Statutes § 726.106(1) because neither the Insiders nor the Receivership Entities received a reasonably equivalent value in exchange for those transfers to Defendant Burns, and the Insiders and the Receivership Entities were insolvent at all relevant times.

180. On behalf of Tri-Med and TMA, from which money was transferred to Defendant Burns, the Receiver is entitled to avoid and recover transfers equal to the commissions and other transfers that the Insiders caused Tri-Med and TMA to pay to Defendant Burns (and to any other pertinent remedy, including those available under Florida Statutes § 726.108).

181. On behalf of Tri-Med and TMA, the Receiver is entitled to avoid and recover those transfers because (i) money was commingled and (ii) the Insiders used Tri-Med and TMA as a single, continuous scheme.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Burns avoiding transfers from Tri-Med and TMA in the amount of commissions and other money received by Defendant Burns, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT XII**  
**Unjust Enrichment**  
**Defendant John Burns**

182. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-7, 14, 28-31, 34, 36-51, and 77-81.

183. This unjust enrichment claim is asserted in the alternative, in the event the statutory remedy asserted in Count XI does not provide an adequate remedy at law.

184. Defendant Burns received a benefit when in furtherance and during the course of the scheme, the Insiders wrongfully caused Tri-Med and/or TMA (as indicated in Exhibit F) to transfer money to Defendant Burns in an amount equal to the commissions and any other transfer received by Defendant Burns.

185. Defendant Burns knowingly and voluntarily accepted and retained a benefit in the form of that money.

186. The circumstances alleged in this complaint render Defendant Burns' retention of that benefit inequitable and unjust so Defendant Burns must pay the Receiver, acting on behalf of Tri-Med and TMA, the value of the benefit received.

187. Defendant Burns has been unjustly enriched at the expense of Tri-Med and TMA in the amount of the transfers received by Defendant Burns as detailed in Exhibit F, and Tri-Med and TMA, through the Receiver, are entitled to judgment in that amount.

188. The Receiver, on behalf of Tri-Med and TMA, is entitled to the return of that money through disgorgement or any other applicable remedy.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Burns in the amount of commissions and other money received by Defendant Burns from Tri-Med and TMA, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT XIII**  
**Florida Statutes Ch. 726: Uniform Fraudulent Transfer Act**  
**Defendant Barbara Ager**

189. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-7, 15, 28-31, 34, 36-51, and 82-86.

190. By intentionally and wrongfully causing the transfer to Defendant Ager of money from Tri-Med and/or TMA as identified in Exhibit G under the circumstances alleged in this complaint, Tri-Med and TMA, through the Receiver, have a right to repayment of at least that amount from Defendant Ager.

191. In light of this right to repayment (and independently because the Insiders' conduct as alleged in this complaint with respect to Tri-Med and TMA amounted to embezzlement, breach of fiduciary duty, fraud, and/or other violations of law), Tri-Med and TMA have a claim against the Insiders and consequently are creditors of the Insiders under FUFTA. Accordingly, the Insiders are debtors under that act.

192. The transfers of commissions that the Insiders caused Tri-Med and/or TMA to make to Defendant Ager were inherently fraudulent because the transfers were made as part of the scheme.

193. Those transfers were fraudulent under Florida Statutes § 726.105(1)(a) because the Insiders caused Tri-Med and/or TMA to make the transfers with actual intent to hinder, delay, or defraud creditors of the Insiders, Tri-Med, and TMA.

194. Those transfers also were fraudulent under Florida Statutes § 726.105(1)(b) because: (a) the Insiders caused Tri-Med and/or TMA to make those transfers; and (b)(i) the Insiders and the Receivership Entities were engaged or were about to engage in a business or transaction for which their remaining assets were unreasonably small in relation to the business or transaction; or (ii) the Insiders intended that they and/or the Receivership Entities incur, or believed or reasonably should have believed they would incur, debts beyond their ability to pay as they became due.

195. Those transfers also were fraudulent under Florida Statutes § 726.106(1) because neither the Insiders nor the Receivership Entities received a reasonably equivalent value in exchange for those transfers to Defendant Ager, and the Insiders and the Receivership Entities were insolvent at all relevant times.

196. On behalf of Tri-Med and TMA, from which money was transferred to Defendant Ager, the Receiver is entitled to avoid and recover transfers equal to the commissions and other transfers that the Insiders caused Tri-Med and TMA to pay to Defendant Ager (and to any other pertinent remedy, including those available under Florida Statutes § 726.108).

197. On behalf of Tri-Med and TMA, the Receiver is entitled to avoid and recover those transfers because (i) money was commingled and (ii) the Insiders used Tri-Med and TMA as a single, continuous scheme.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Ager avoiding transfers from Tri-Med and TMA in the amount of commissions and other money received by Defendant Ager, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

**COUNT XIV**  
**Unjust Enrichment**  
**Defendant Barbara Ager**

198. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-7, 15, 28-31, 34, 36-51, and 82-86.

199. This unjust enrichment claim is asserted in the alternative, in the event the statutory remedy asserted in Count XIII does not provide an adequate remedy at law.

200. Defendant Ager received a benefit when in furtherance and during the course of the scheme, the Insiders wrongfully caused Tri-Med and/or TMA (as indicated in Exhibit G) to transfer money to Defendant Ager in an amount equal to the commissions and any other transfer received by Defendant Ager.

201. Defendant Ager knowingly and voluntarily accepted and retained a benefit in the form of that money.

202. The circumstances alleged in this complaint render Defendant Ager's retention of that benefit inequitable and unjust so Defendant Ager must pay the Receiver, acting on behalf of Tri-Med and TMA, the value of the benefit received.

203. Defendant Ager has been unjustly enriched at the expense of Tri-Med and TMA in the amount of the transfers received by Defendant Ager as detailed in Exhibit G, and Tri-Med and TMA, through the Receiver, are entitled to judgment in that amount.

204. The Receiver, on behalf of Tri-Med and TMA, is entitled to the return of that money through disgorgement or any other applicable remedy.

WHEREFORE, the Receiver asks this Court to enter judgment against Defendant Ager in the amount of commissions and other money received by Defendant Ager from Tri-Med and TMA, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

#### **COUNT XV**

#### **Florida Statutes Ch. 726: Uniform Fraudulent Transfer Act Avoidance Of Initial Transfers To Defendant TRS & Subsequent Transfers To Subsequent Transferee Defendants**

205. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-7, 16-30, 32-51, and 87-92.

206. By intentionally and wrongfully causing the transfer to Defendant TRS of money from Tri-Med and/or TMA as identified in Exhibit H under the circumstances alleged in this complaint, Tri-Med and TMA, through the Receiver, have a right to repayment of at least that amount from Defendant TRS.

207. In light of this right to repayment (and independently because the Insiders' conduct as alleged in this complaint with respect to Tri-Med and TMA amounted to embezzlement, breach of fiduciary duty, fraud, and/or other violations of law), Tri-Med and TMA have a claim against the Insiders and consequently are creditors of the Insiders under FUFTA. Accordingly, the Insiders are debtors under that act.



208. The transfers of commissions that the Insiders caused Tri-Med and/or TMA to make to Defendant TRS were inherently fraudulent because the transfers were made as part of the scheme.

209. Those transfers were fraudulent under Florida Statutes § 726.105(1)(a) because the Insiders caused Tri-Med and/or TMA to make the transfers with actual intent to hinder, delay, or defraud creditors of the Insiders, Tri-Med, and TMA.

210. Those transfers also were fraudulent under Florida Statutes § 726.105(1)(b) because: (a) the Insiders caused Tri-Med and/or TMA to make those transfers; and (b)(i) the Insiders and the Receivership Entities were engaged or were about to engage in a business or transaction for which their remaining assets were unreasonably small in relation to the business or transaction; or (ii) the Insiders intended that they and/or the Receivership Entities incur, or believed or reasonably should have believed they would incur, debts beyond their ability to pay as they became due.

211. Those transfers also were fraudulent under Florida Statutes § 726.106(1) because neither the Insiders nor the Receivership Entities received a reasonably equivalent value in exchange for those transfers to Defendant TRS, and the Insiders and the Receivership Entities were insolvent at all relevant times.

212. On behalf of Tri-Med and TMA, from which money was transferred to Defendant TRS, the Receiver is entitled to avoid and recover transfers equal to the commissions and other transfers that the Insiders caused Tri-Med and TMA to pay to Defendant TRS (and to any other pertinent remedy, including those available under Florida Statutes § 726.108).

213. On behalf of Tri-Med and TMA, the Receiver is entitled to avoid and recover those transfers because (i) money was commingled and (ii) the Insiders used Tri-Med and TMA as a single, continuous scheme.

214. Further, pursuant to Florida Statutes § 726.109(2)(a) and (b), the Receiver is entitled to recover from each TRS Subsequent Transferee Defendant the money that is the subject of the allegations in paragraphs 206 to 213 that was subsequently transferred to each respective TRS Subsequent Transferee Defendant, together with interest and costs, and for such other and further relief as the Court may deem just and proper, because based on the allegations in this complaint neither Defendant TRS nor any of the TRS Subsequent Transferee Defendants received any transfers or subsequent transfers in good faith or provided value for any of those transfers.

WHEREFORE, the Receiver asks this Court to enter a judgment against Defendant TRS avoiding transfers from Tri-Med and TMA in the amount of commissions and other money received by Defendant TRS, together with interest and costs, that is joint and several with each TRS Subsequent Transferee Defendant so as to make each TRS Subsequent Transferee Defendant jointly and severally liable, along with Defendant TRS, for the amount of relevant transfers that were subsequently transferred to each respective TRS Subsequent Transferee Defendant, and for such other and further relief as the Court may deem just and proper.

**COUNT XVI**  
**Unjust Enrichment**  
**Defendant TRS & TRS Subsequent Transferee Defendants**

215. The Receiver re-alleges and incorporates herein by reference each and every allegation contained in Paragraphs 1-7, 16-30, 32-51, and 87-92.

216. This unjust enrichment claim is asserted in the alternative, in the event the statutory remedy asserted in Count XV does not provide an adequate remedy at law.

217. Defendant TRS received a benefit when in furtherance and during the course of the scheme, the Insiders wrongfully caused Tri-Med and/or TMA (as indicated in Exhibit H) to transfer money to Defendant TRS in an amount equal to the commissions and any other transfer received by Defendant TRS.

218. The TRS Subsequent Transferee Defendants received a benefit when in furtherance and during the course of the scheme, the Insiders wrongfully caused Tri-Med and/or TMA (as indicated in Exhibit H) to transfer money to Defendant TRS in an amount equal to the commissions and any other transfer received by Defendant TRS, and subsequently portions of that money were transferred to each TRS Subsequent Transferee Defendant based on that person's successful solicitation of investors for Tri-Med's "investment program."

219. Defendant TRS and the TRS Subsequent Transferee Defendants knowingly and voluntarily accepted and retained a benefit in the form of that money.

220. The circumstances alleged in this complaint render Defendant TRS's and the TRS Subsequent Transferee Defendants' retention of those benefits inequitable and unjust so Defendant TRS and the TRS Subsequent Transferee Defendants must pay the Receiver, acting on behalf of Tri-Med and TMA, the value of the benefits received.

221. Defendant TRS and the TRS Subsequent Transferee Defendants have been unjustly enriched at the expense of Tri-Med and TMA in the amount of the transfers received by Defendant TRS as detailed in Exhibit H and by the amount of those transfers which were subsequently transferred to the TRS Subsequent Transferee Defendants, and Tri-Med and TMA, through the Receiver, are entitled to judgment in that amount.

222. The Receiver, on behalf of Tri-Med and TMA, is entitled to the return of that money through disgorgement or any other applicable remedy.

WHEREFORE, the Receiver asks this Court to enter a judgment against Defendant TRS in the amount of commissions and other money received by Defendant TRS from Tri-Med and TMA, together with interest and costs, that is joint and several with each TRS Subsequent Transferee Defendant so as to make each TRS Subsequent Transferee Defendant jointly and severally liable, along with Defendant TRS, for the amount of money that was subsequently transferred to each respective TRS Subsequent Transferee Defendant, and for such other and further relief as the Court may deem just and proper.

**s/Gianluca Morello**

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*Attorneys for the Receiver, Burton W. Wiand*

**EXHIBIT A**

**Transfers to Jodie Miller and Jeffrey Miller**

<b>Date</b>	<b>Payee</b>	<b>Amount</b>	<b>Transfer Directly From</b>
5/29/2012	J. Miller	\$1,250.00	Tri-Med Associates Inc.
5/30/2012	J. Miller	\$1,250.00	Tri-Med Associates Inc.
6/12/2012	J. Miller	\$2,500.00	Tri-Med Associates Inc.
6/20/2012	J. Miller	\$7,500.00	Tri-Med Associates Inc.
6/22/2012	J. Miller	\$4,780.00	Tri-Med Associates Inc.
7/30/2012	J. Miller	\$500.00	Tri-Med Associates Inc.
8/13/2012	J. Miller	\$1,725.00	Tri-Med Associates Inc.
9/10/2012	J. Miller	\$300.00	Tri-Med Associates Inc.
9/20/2012	J. Miller	\$1,000.00	Tri-Med Associates Inc.
9/20/2012	J. Miller	\$500.00	Tri-Med Associates Inc.
10/15/2012	J. Miller	\$1,000.00	Tri-Med Associates Inc.
11/13/2012	J. Miller	\$846.00	Tri-Med Associates Inc.
11/13/2012	J. Miller	\$2,750.00	Tri-Med Associates Inc.
11/19/2012	J. Miller	\$2,000.00	Tri-Med Associates Inc.
12/7/2012	J. Miller	\$4,880.00	Tri-Med Associates Inc.
1/9/2013	J. Miller	\$4,776.00	Tri-Med Associates Inc.
3/4/2013	J. Miller	\$2,269.00	Tri-Med Associates Inc.
5/21/2013	J. Miller	\$500.00	Tri-Med Associates Inc.
	J. Miller Total	<u>\$40,326.00</u>	

<b>Date</b>	<b>Payee</b>	<b>Amount</b>	<b>Transfer Directly From</b>
1/29/2012	Jeffrey Miller	\$500.00	Tri-Med Associates Inc.
1/29/2012	Jeffrey Miller	\$1,250.00	Tri-Med Associates Inc.
2/28/2012	Jeffrey Miller	\$500.00	Tri-Med Associates Inc.
2/28/2012	Jeffrey Miller	\$3,750.00	Tri-Med Associates Inc.
4/16/2012	Jeffrey Miller	\$4,400.00	Tri-Med Associates Inc.
4/18/2012	Jeffrey Miller	\$500.00	Tri-Med Associates Inc.
4/20/2012	Jeffrey Miller	\$1,995.00	Tri-Med Associates Inc.
5/5/2012	Jeffrey Miller	\$60.00	Tri-Med Associates Inc.
6/24/2013	Jeffrey Miller	\$1,600.00	Tri-Med Associates Inc.
7/3/2013	Jeffrey Miller	\$1,000.00	Tri-Med Associates Inc.
7/22/2013	Jeffrey Miller	\$1,250.00	Tri-Med Associates Inc.
8/26/2013	Jeffrey Miller	\$2,000.00	Tri-Med Associates Inc.
9/10/2013	Jeffrey Miller	\$1,030.00	Tri-Med Associates Inc.
10/11/2013	Jeffrey Miller	\$350.00	Tri-Med Associates Inc.

12/23/2013	Jeffrey Miller	\$2,669.00	Tri-Med Associates Inc.
	Jeffrey Miller Total	<u>\$22,854.00</u>	

<u>Date</u>	<u>Payee</u>	<u>Amount</u>	<u>Transfer Directly From</u>
3/6/2012	Jodie Miller	\$500.00	Tri-Med Associates Inc.
4/4/2012	Jodie Miller	\$500.00	Tri-Med Associates Inc.
3/13/2013	Jodie Miller	\$275.00	Tri-Med Associates Inc.
4/19/2013	Jodie Miller	\$1,250.00	Tri-Med Associates Inc.
6/21/2013	Jodie Miller	\$1,750.00	Tri-Med Associates Inc.
6/25/2013	Jodie Miller	\$8,500.00	Tri-Med Associates Inc.
7/8/2013	Jodie Miller	\$5,000.00	Tri-Med Associates Inc.
7/8/2013	Jodie Miller	\$5,500.00	Tri-Med Associates Inc.
7/16/2013	Jodie Miller	\$4,776.00	Tri-Med Associates Inc.
7/22/2013	Jodie Miller	\$2,962.00	Tri-Med Associates Inc.
8/7/2013	Jodie Miller	\$1,500.00	Tri-Med Associates Inc.
8/21/2013	Jodie Miller	\$2,858.00	Tri-Med Associates Inc.
8/21/2013	Jodie Miller	\$2,000.00	Tri-Med Associates Inc.
8/26/2013	Jodie Miller	\$7,280.00	Tri-Med Associates Inc.
9/10/2013	Jodie Miller	\$3,375.00	Tri-Med Associates Inc.
9/26/2013	Jodie Miller	\$750.00	Tri-Med Associates Inc.
9/26/2013	Jodie Miller	\$500.00	Tri-Med Associates Inc.
9/30/2013	Jodie Miller	\$500.00	Tri-Med Associates Inc.
10/10/2013	Jodie Miller	\$500.00	Tri-Med Associates Inc.
10/17/2013	Jodie Miller	\$1,000.00	Tri-Med Associates Inc.
11/5/2013	Jodie Miller	\$3,616.00	Tri-Med Associates Inc.
11/22/2013	Jodie Miller	\$2,950.00	Tri-Med Associates Inc.
12/6/2013	Jodie Miller	\$7,435.00	Tri-Med Associates Inc.
12/23/2013	Jodie Miller	\$1,262.00	Tri-Med Associates Inc.
1/10/2014	Jodie Miller	\$1,865.00	Tri-Med Associates Inc.
1/22/2014	Jodie Miller	\$3,005.00	Tri-Med Associates Inc.
	Jodie Miller Total	<u>\$71,409.00</u>	
	Total Transfers to Jodie Miller and Jeffrey Miller	\$134,589.00	

**EXHIBIT B**

**Transfers to Elliot Simon**

<b>Date</b>	<b>Amount</b>	<b>Transfer Directly From</b>
1/18/2012	\$600.00	Tri-Med Associates Inc.
1/18/2012	\$600.00	Tri-Med Associates Inc.
2/13/2012	\$600.00	Tri-Med Associates Inc.
2/28/2012	\$900.00	Tri-Med Associates Inc.
3/7/2012	\$600.00	Tri-Med Associates Inc.
4/1/2012	\$1,200.00	Tri-Med Associates Inc.
4/1/2012	\$600.00	Tri-Med Associates Inc.
5/30/2012	\$1,800.00	Tri-Med Associates Inc.
5/30/2012	\$2,400.00	Tri-Med Associates Inc.
10/1/2012	\$900.00	Tri-Med Associates Inc.
11/13/2012	\$1,570.00	Tri-Med Associates Inc.
11/28/2012	\$414.00	Tri-Med Associates Inc.
12/3/2012	\$1,200.00	Tri-Med Associates Inc.
1/11/2013	\$3,256.00	Tri-Med Associates Inc.
1/14/2013	\$1,576.00	Tri-Med Associates Inc.
2/6/2013	\$900.00	Tri-Med Associates Inc.
5/13/2013	\$1,200.00	Tri-Med Corporation
5/16/2013	\$900.00	Tri-Med Corporation
8/5/2013	\$1,014.00	Tri-Med Corporation
9/4/2013	\$600.00	Tri-Med Corporation
10/15/2013	\$900.00	Tri-Med Corporation
11/12/2013	\$900.00	Tri-Med Corporation
<b>Total</b>	<b>\$24,630.00</b>	

**EXHIBIT C****Transfers to John Parker**

<b>Date</b>	<b>Amount</b>	<b>Transfer Directly From</b>
1/24/2012	\$600.00	Tri-Med Associates Inc.
1/24/2012	\$900.00	Tri-Med Associates Inc.
2/9/2012	\$1,200.00	Tri-Med Associates Inc.
2/9/2012	\$600.00	Tri-Med Associates Inc.
2/27/2012	\$600.00	Tri-Med Associates Inc.
3/7/2012	\$1,200.00	Tri-Med Associates Inc.
3/13/2012	\$3,000.00	Tri-Med Associates Inc.
3/13/2012	\$1,200.00	Tri-Med Associates Inc.
3/18/2012	\$1,800.00	Tri-Med Associates Inc.
5/14/2012	\$1,557.50	Tri-Med Associates Inc.
9/4/2012	\$300.00	Tri-Med Associates Inc.
9/21/2012	\$300.00	Tri-Med Associates Inc.
9/27/2012	\$300.00	Tri-Med Associates Inc.
10/2/2012	\$600.00	Tri-Med Associates Inc.
10/18/2012	\$600.00	Tri-Med Associates Inc.
11/13/2012	\$660.00	Tri-Med Associates Inc.
12/7/2012	\$1,200.00	Tri-Med Associates Inc.
12/18/2012	\$2,700.00	Tri-Med Associates Inc.
12/19/2012	\$1,200.00	Tri-Med Associates Inc.
1/9/2013	\$1,200.00	Tri-Med Associates Inc.
1/22/2013	\$1,200.00	Tri-Med Associates Inc.
3/1/2013	\$976.00	Tri-Med Associates Inc.
3/5/2013	\$224.00	Tri-Med Associates Inc.
4/1/2013	\$2,400.00	Tri-Med Corporation
5/16/2013	\$1,200.00	Tri-Med Corporation
7/26/2013	\$10,055.20	Tri-Med Corporation
9/3/2013	\$3,600.00	Tri-Med Corporation
10/11/2013	\$600.00	Tri-Med Corporation
11/12/2013	\$380.00	Tri-Med Corporation
1/7/2014	\$4,200.00	Tri-Med Corporation
2/4/2014	\$9,900.00	Tri-Med Corporation
Total	<u>\$56,452.70</u>	



**EXHIBIT D****Transfers to William Gross**

<b>Date</b>	<b>Amount</b>	<b>Transfer Directly From</b>
5/13/2012	\$5,000.00	Tri-Med Associates Inc.
5/14/2012	\$500.00	Tri-Med Associates Inc.
5/30/2012	\$1,500.00	Tri-Med Associates Inc.
6/19/2012	\$5,000.00	Tri-Med Associates Inc.
6/22/2012	\$4,780.00	Tri-Med Associates Inc.
6/22/2012	\$2,280.00	Tri-Med Associates Inc.
6/22/2012	\$2,280.00	Tri-Med Associates Inc.
7/30/2012	\$750.00	Tri-Med Associates Inc.
8/2/2012	\$962.00	Tri-Med Associates Inc.
9/4/2012	\$550.00	Tri-Med Associates Inc.
9/4/2012	\$500.00	Tri-Med Associates Inc.
9/24/2012	\$1,000.00	Tri-Med Associates Inc.
9/24/2012	\$3,250.00	Tri-Med Associates Inc.
10/1/2012	\$1,000.00	Tri-Med Associates Inc.
10/19/2012	\$4,250.00	Tri-Med Associates Inc.
10/22/2012	\$3,250.00	Tri-Med Associates Inc.
11/9/2012	\$3,700.00	Tri-Med Associates Inc.
11/9/2012	\$750.00	Tri-Med Associates Inc.
11/9/2012	\$1,000.00	Tri-Med Associates Inc.
11/9/2012	\$1,000.00	Tri-Med Associates Inc.
11/16/2012	\$1,500.00	Tri-Med Associates Inc.
11/30/2012	\$1,500.00	Tri-Med Associates Inc.
12/4/2012	\$4,750.00	Tri-Med Associates Inc.
12/10/2012	\$4,000.00	Tri-Med Associates Inc.
1/2/2013	\$1,000.00	Tri-Med Associates Inc.
1/8/2013	\$500.00	Tri-Med Associates Inc.
1/8/2013	\$500.00	Tri-Med Associates Inc.
1/23/2013	\$1,000.00	Tri-Med Associates Inc.
2/5/2013	\$500.00	Tri-Med Associates Inc.
2/28/2013	\$1,504.00	Tri-Med Associates Inc.
3/15/2013	\$1,500.00	Tri-Med Associates Inc.
3/19/2013	\$2,500.00	Tri-Med Associates Inc.

4/9/2013	\$500.00	Tri-Med Associates Inc.
4/23/2013	\$707.12	Tri-Med Associates Inc.
4/23/2013	\$1,500.00	Tri-Med Associates Inc.
4/23/2013	\$360.90	Tri-Med Associates Inc.
4/29/2013	\$3,500.00	Tri-Med Associates Inc.
5/8/2013	\$1,500.00	Tri-Med Associates Inc.
5/21/2013	\$1,000.00	Tri-Med Associates Inc.
6/4/2013	\$1,400.00	Tri-Med Associates Inc.
6/20/2013	\$900.00	Tri-Med Associates Inc.
6/20/2013	\$2,676.00	Tri-Med Associates Inc.
7/2/2013	\$4,000.00	Tri-Med Associates Inc.
7/8/2013	\$1,551.00	Tri-Med Associates Inc.
7/15/2013	\$2,149.00	Tri-Med Associates Inc.
7/18/2013	\$7,376.00	Tri-Med Associates Inc.
7/23/2013	\$974.00	Tri-Med Associates Inc.
8/6/2013	\$7,000.00	Tri-Med Associates Inc.
8/20/2013	\$1,300.00	Tri-Med Associates Inc.
8/20/2013	\$4,250.00	Tri-Med Associates Inc.
9/6/2013	\$6,500.00	Tri-Med Associates Inc.
9/6/2013	\$1,350.00	Tri-Med Associates Inc.
9/20/2013	\$5,000.00	Tri-Med Associates Inc.
10/28/2013	\$900.00	Tri-Med Associates Inc.
11/6/2013	\$9,750.00	Tri-Med Associates Inc.
11/21/2013	\$1,000.00	Tri-Med Associates Inc.
12/5/2013	\$1,000.00	Tri-Med Associates Inc.
1/7/2014	\$1,500.00	Tri-Med Associates Inc.
1/7/2014	\$1,000.00	Tri-Med Associates Inc.
1/10/2014	\$500.00	Tri-Med Associates Inc.
1/21/2014	\$7,000.00	Tri-Med Associates Inc.

Total	<u>\$142,200.02</u>	
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**EXHIBIT E**

**Transfers to George Roe**

<b>Date</b>	<b>Amount</b>	<b>Transfer Directly From</b>
7/2/2013	\$500.00	Tri-Med Associates Inc.
10/11/2013	\$850.00	Tri-Med Associates Inc.
10/18/2013	\$2,500.00	Tri-Med Associates Inc.
11/13/2013	\$2,500.00	Tri-Med Associates Inc.
Total	<u><u><b>\$6,350.00</b></u></u>	

**EXHIBIT F**

**Transfers to John Burns**

<b>Date</b>	<b>Amount</b>	<b>Transfer Directly From</b>
1/29/2012	\$650.00	Tri-Med Associates Inc.
2/13/2012	\$1,200.00	Tri-Med Associates Inc.
Total	<u><u><b>\$1,850.00</b></u></u>	

**EXHIBIT G**

**Transfers to Barbara Ager**

<b>Date</b>	<b>Amount</b>	<b>Transfer Directly From</b>
1/29/2012	\$3,750.00	Tri-Med Associates Inc.
3/20/2012	\$500.00	Tri-Med Associates Inc.
3/27/2012	\$1,435.00	Tri-Med Associates Inc.
5/12/2012	\$3,300.00	Tri-Med Associates Inc.
9/24/2012	\$500.00	Tri-Med Associates Inc.
5/31/2013	\$360.00	Tri-Med Associates Inc.
7/16/2013	\$1,000.00	Tri-Med Associates Inc.
7/30/2013	\$500.00	Tri-Med Associates Inc.
11/13/2013	\$2,000.00	Tri-Med Associates Inc.
Total	<u><u>\$13,345.00</u></u>	

**EXHIBIT H****Transfers to Total Retirement Security  
Planning and Mentoring Group, LLC**

<b>Date</b>	<b>Amount</b>	<b>Transfer Directly From</b>
6/4/2012	\$1,000.00	Tri-Med Associates Inc.
6/20/2012	\$5,500.00	Tri-Med Associates Inc.
8/16/2012	\$3,000.00	Tri-Med Associates Inc.
9/6/2012	\$580.00	Tri-Med Associates Inc.
9/18/2012	\$2,500.00	Tri-Med Associates Inc.
9/26/2012	\$1,750.00	Tri-Med Associates Inc.
10/19/2012	\$2,500.00	Tri-Med Associates Inc.
11/14/2012	\$2,500.00	Tri-Med Associates Inc.
11/16/2012	\$3,250.00	Tri-Med Associates Inc.
12/6/2012	\$6,250.00	Tri-Med Associates Inc.
2/11/2013	\$500.00	Tri-Med Associates Inc.
3/25/2013	\$2,500.00	Tri-Med Associates Inc.
4/8/2013	\$5,250.00	Tri-Med Associates Inc.
4/29/2013	\$2,525.00	Tri-Med Associates Inc.
5/8/2013	\$2,750.00	Tri-Med Associates Inc.
6/6/2013	\$2,600.00	Tri-Med Associates Inc.
6/6/2013	\$499.50	Tri-Med Associates Inc.
6/7/2013	\$2,000.00	Tri-Med Associates Inc.
6/25/2013	\$750.00	Tri-Med Associates Inc.
6/27/2013	\$1,998.00	Tri-Med Associates Inc.
6/27/2013	\$2,750.00	Tri-Med Associates Inc.
7/2/2013	\$2,750.00	Tri-Med Associates Inc.
7/2/2013	\$1,000.00	Tri-Med Associates Inc.
7/2/2013	\$5,000.00	Tri-Med Associates Inc.
7/15/2013	\$999.00	Tri-Med Associates Inc.
7/24/2013	\$1,025.00	Tri-Med Associates Inc.
8/5/2013	\$750.00	Tri-Med Associates Inc.
8/13/2013	\$500.00	Tri-Med Associates Inc.
8/21/2013	\$7,500.00	Tri-Med Associates Inc.
8/21/2013	\$3,250.00	Tri-Med Associates Inc.
8/26/2013	\$999.00	Tri-Med Associates Inc.
9/11/2013	\$12,000.00	Tri-Med Associates Inc.
9/23/2013	\$2,250.00	Tri-Med Associates Inc.

9/23/2013	\$7,500.00	Tri-Med Associates Inc.
9/23/2013	\$4,250.00	Tri-Med Associates Inc.
9/30/2013	\$1,275.00	Tri-Med Associates Inc.
10/10/2013	\$8,000.00	Tri-Med Associates Inc.
10/10/2013	\$8,500.00	Tri-Med Associates Inc.
10/21/2013	\$432.90	Tri-Med Associates Inc.
10/21/2013	\$10,254.00	Tri-Med Associates Inc.
11/8/2013	\$432.90	Tri-Med Associates Inc.
11/14/2013	\$6,500.00	Tri-Med Associates Inc.
11/18/2013	\$642.90	Tri-Med Associates Inc.
11/25/2013	\$7,100.00	Tri-Med Associates Inc.
12/6/2013	\$1,000.00	Tri-Med Associates Inc.
12/19/2013	\$432.90	Tri-Med Associates Inc.
12/19/2013	\$10,500.00	Tri-Med Associates Inc.
1/8/2014	\$18,250.00	Tri-Med Associates Inc.
1/15/2014	\$1,316.25	Tri-Med Associates Inc.
1/22/2014	\$12,630.00	Tri-Med Associates Inc.
1/29/2014	\$105.00	Tri-Med Associates Inc.

Total	<u><u>\$190,097.35</u></u>
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