

**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.,

Defendants.

vs.

TMFL HOLDINGS, LLC

Relief Defendant.

\_\_\_\_\_ /

**RECEIVER'S UNOPPOSED MOTION TO APPROVE SETTLEMENT  
WITH RICHARD PAUL WILLIAMS, KRISTINE D. WILLIAMS,  
AND APEX CHIROPRACTIC OF CHAMPLIN PLLC**

Burton W. Wiand, as Receiver, moves the Court for an order approving settlement of his claims against Richard Paul Williams, Kristine D. Williams, and Apex Chiropractic of Champlin PLLC in *Burton W. Wiand, as Receiver v. Richard Paul Williams, et al.*, Case No. 16-cv-04090 (D. Minn.) (the “**Receiver’s Action**”), on the basis of the Settlement Agreement attached hereto as **Exhibit A**.

1. 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. By subsequent orders, the Court expanded the Receivership to include Interventional Pain Center, PLLC, Rejuva Medical and Wellness Center, L.L.C., Rejuva Medical Center, L.L.C., Tri-Med Management, Inc., JA Management, LLC, and JRAM, LLC (collectively, the "**Receivership Entities**").

2. 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.

3. By a Complaint filed December 5, 2016, the Receiver initiated the Receiver's Action against Richard Paul Williams, Kristine D. Williams, and Apex Chiropractic of Champlin PLLC (collectively, the "**Receiver's Action Defendants**") to recover monies transferred to them from the Receivership Entities at Defendant Jeremy Anderson's direction. Specifically, the Receiver alleged that several checks totaling \$350,000 of Tri-Med investor funds were wrongfully written to Receiver's Action Defendant Richard Paul Williams and ultimately deposited into an entity controlled by Defendant Anderson.

4. As shown by the attached Settlement Agreement, the Receiver and Receiver's Action Defendants, subject to the approval of this Court, have agreed to settle the Receiver's claims against the Receiver's Action Defendants. The Receiver's Action Defendants have agreed to return \$140,400 (the "**Settlement Payment**") to the Receiver, which will be paid in accordance with the following payment schedule:

- \$7,500 within seven days of receipt of notice that the Court has approved this Agreement;
- \$7,500 on or before May 1, 2018;
- \$7,500 on or before August 1, 2018;
- \$7,500 on or before November 1, 2018;
- \$10,800 on or before February 1, 2019;
- \$10,800 on or before May 1, 2019;
- \$10,800 on or before August 1, 2019;
- \$10,800 on or before November 1, 2019;
- \$10,800 on or before February 1, 2020;
- \$10,800 on or before May 1, 2020;
- \$10,800 on or before August 1, 2020;
- \$10,800 on or before November 1, 2020;
- \$12,000 on or before February 1, 2021; and
- \$12,000 on or before May 1, 2021.

As a condition of settlement, the Receiver's Action Defendants agreed to the immediate entry of a Consent Final Judgment in the amount of \$280,000 following this Court's approval of the Settlement Agreement. The Receiver has agreed to forebear from collecting or otherwise executing on that judgment provided the Receiver's Action Defendants remain compliant with the above payment schedule and do not default pursuant to the Settlement Agreement. Upon timely and complete satisfaction of the Settlement Payment, the Receiver will then file a release and satisfaction of the Consent Judgment.

5. The Receiver also entered into a mutual release with the Receiver's Action Defendants that includes their waiver of any claim they had against the Receiver and/or the Receivership Entities, including but not limited to, any claims the Receiver's Action Defendants had relating to their business relationship with any of the Receivership Entities.

6. In reaching this agreement, the Receiver considered the risks and expense of litigation. The Receiver believes that the settlement provides a practical solution, which results in the maximum benefit to the Receivership. Further, the settlement reflected by the Settlement Agreement is in the best interests of the Receivership, the investors in the Receivership Entities, and the Receiver's Action Defendants, because resolution of the claims avoids the uncertainty and duration of litigation, conserves Receivership assets and judicial resources, and avoids the cost of litigation to the Receiver's Action Defendants.

7. The State of Florida, Office of Financial Regulation, has no objection to the relief sought by this Motion.

WHEREFORE, the Receiver moves the Court to approve the settlement reflected by the attached Settlement Agreement.

**s/Jordan D. Maglich**

Jordan D. Maglich, FBN 0086106

Email: [jmaglich@wiandlaw.com](mailto:jmaglich@wiandlaw.com)

Jared J. Perez, FBN 0085192

Email: [jperez@wiandlaw.com](mailto:jperez@wiandlaw.com)

WIAND GUERRA KING P.A.

5505 West Gray Street

Tampa, FL 33609

Tel: (813) 347-5100

Fax: (813) 347-5198

*Attorneys for the Receiver, Burton W. Wiand*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on March 6, 2018, 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:

Douglas Holcomb, Esq.  
Office of Financial Regulation  
400 West Robinson Street  
Suite S225  
Orlando, FL 32801  
Primary Email: [douglas.holcomb@flofr.com](mailto:douglas.holcomb@flofr.com)  
*Attorney for Plaintiff State of Florida,  
Office of Financial Regulation*

A. Gregory Melchior, Esq.  
Assistant General Counsel  
Office of Financial Regulation  
1313 Tampa Street, Suite 615  
Tampa, FL 33602-3394  
Primary Email: [Greg.Melchior@flofr.com](mailto:Greg.Melchior@flofr.com)  
Secondary Email:  
[Sharon.Sutor@flofr.com](mailto:Sharon.Sutor@flofr.com)  
*Attorney for Plaintiff State of Florida,  
Office of Financial Regulation*

Luke Lirot, Esq.  
LUKE CHARLES LIROT, P.A.  
2240 Belleair Road, Suite 190  
Clearwater, FL 33764  
Primary Email: [luke2@lirotlaw.com](mailto:luke2@lirotlaw.com)  
Secondary Email: [justin@lirotlaw.com](mailto:justin@lirotlaw.com)  
Secondary Email: [jimmy@lirotlaw.com](mailto:jimmy@lirotlaw.com)  
*Attorney for Defendants Eric Ager and Irwin  
Ager*

Thomas C. Little, Esq.  
THOMAS C. LITTLE, P.A.  
2123 NE Coachman Road, Suite A  
Clearwater, FL 33765  
Primary Email:  
[tomlittle@thomasclittle.com](mailto:tomlittle@thomasclittle.com)  
Secondary Email: [janet@thomasclittle.com](mailto:janet@thomasclittle.com)  
*Attorney for Defendants Eric Ager and Irwin  
Ager*

Edwin B. Kagan, Esq.  
Edwin B. Kagan, P.A.  
2709 North Rocky Point Drive  
Suite 102  
Tampa, FL 33607  
Primary Email: [ebkagan@earthlink.net](mailto:ebkagan@earthlink.net)  
Secondary Email: [livingston22@live.com](mailto:livingston22@live.com)  
*Attorney for Defendant Teresa Simmons  
Bordinat*

Douglas E. Nepp, Esq.  
Nepp & Hackert, LLC  
One West Lake Street, Suite 185  
Minneapolis, MN 55408  
Primary Email: [doug@nepphackert.com](mailto:doug@nepphackert.com)  
*Attorney for Defendants Jeremy Anderson,  
Anthony N. Nicholas, III, and Anthony N.  
Nicholas, Jr.*

Timothy A. Patrick, Esq.  
2102 West Cass Street  
Tampa, FL 33606  
Primary Email:  
[Tim@patrickpiplaw.com](mailto:Tim@patrickpiplaw.com)  
Secondary Email:  
[Aditamujica@gmail.com](mailto:Aditamujica@gmail.com)

*Attorney for Defendants Jeremy Anderson,  
Anthony N. Nicholas, III, and Anthony N.  
Nicholas, Jr.*

Daniel P. Rock  
ROCK & RILEY  
6328 U.S. Highway 19, Suite H  
New Port Richey, Florida 34652  
Primary Email: [Danielprock@yahoo.com](mailto:Danielprock@yahoo.com)  
*Attorney for Anthony Nicholas*

**I FURTHER CERTIFY** that on March 6, 2018, I also served a true and correct copy  
of the foregoing by E-Mail to the following:

S. Steven Prince, Esq.  
Prince PLLC  
825 Nicollet Mall, Suite 1648  
Minneapolis, MN 55402  
Email: [sprince@princepllc.com](mailto:sprince@princepllc.com)  
*Attorney for Richard Paul Williams,  
Kristine D. Williams, and Apex  
Chiropractic of Champlin PLLC*

**s/Jordan D. Maglich**  
Attorney

# EXHIBIT A

## SETTLEMENT AGREEMENT

WHEREAS, by orders dated March 5, 2014, May 13, 2014, September 30, 2015, December 11, 2015 and March 27, 2017, the Court in State of Florida, Office of Financial Regulation v. Tri-Med Corp., et al., Case No. 14-001695-CI (the “**Receivership Action**”), appointed Burton W. Wiand as Receiver (the “**Receiver**”) for Tri-Med Corporation (“**Tri-Med**”), Tri-Med Associates Inc., TMFL Holdings, LLC, Interventional Pain Center, PLLC, Rejuva Medical and Wellness Center, L.L.C., Rejuva Medical Center, L.L.C., Tri-Med Management, Inc., JA Management, LLC and JRAM, LLC (collectively the “**Receivership Entities**”); and

WHEREAS, the Receiver initiated litigation in the United States District Court for the District of Minnesota against Richard Paul Williams, Kristine D. Williams, and Apex Chiropractic of Champlin PLLC (the “**Defendants**”) in an action styled Burton W. Wiand, as Receiver v. Richard Paul Williams, et al., Case No. 16-cv-04090 (D. Minn.) (the “**Receiver’s Action**”), seeking the return of \$350,000 of funds received from or at the direction of one or more of the Receivership Entities (the “**Lawsuit Amount**”); and

WHEREAS, the Receiver and Defendants wish to resolve these matters without further litigation; and

WHEREAS, Defendants acknowledge and represent that part of the Lawsuit Amount was deposited in an account controlled by one or more Defendants, but deny they were aware the funds were anything but a legitimate investment in Tri-Med Management, Inc.; further deny they ever actually received the Lawsuit Amount; and further represent that they are unaware of any other amounts that they received directly or indirectly from Receivership Entities; and

WHEREAS, Defendants do not admit any liability; and



WHEREAS, any resolution of the claims asserted against Defendants in the Receiver's Action by agreement of the Receiver and Defendants is subject to approval by the Court presiding over the OFR Action (the "**OFR Receivership Court**");

NOW, THEREFORE, and subject to the approval of the OFR Receivership Court, the Parties, intending to be legally bound, and in consideration of the mutual covenants and other good and valuable consideration set forth below, agree as follows:

1. Settlement Payment and Schedule. Defendants have agreed to pay and the Receiver has agreed to accept a total of \$140,400 (the "**Settlement Payment**") to be paid through quarterly payments (each a "**Quarterly Payment**") over the following time period (the "**Payment Schedule**");

- \$7,500 within seven days of receipt of notice that the **OFR Receivership Court has approved this Agreement**;
- \$7,500 on or before May 1, 2018;
- \$7,500 on or before August 1, 2018;
- \$7,500 on or before November 1, 2018;
- \$10,800 on or before February 1, 2019;
- \$10,800 on or before May 1, 2019;
- \$10,800 on or before August 1, 2019;
- \$10,800 on or before November 1, 2019;
- \$10,800 on or before February 1, 2020;
- \$10,800 on or before May 1, 2020;
- \$10,800 on or before August 1, 2020;
- \$10,800 on or before November 1, 2020;
- \$12,000 on or before February 1, 2021; and
- \$12,000 on or before May 1, 2021.

2. Consent To Entry Of Consent Final Judgment and Forbearance. Defendants also agree and stipulate to entry of a Consent Final Judgment, in the form attached hereto as **Exhibit A**, in the amount of \$280,000, joint and several against Defendants and which will be filed in the Receiver's Action by the Receiver's counsel following all parties' execution of this Agreement and the OFR Receivership Court's

approval of this Agreement. Defendants agree that the Receiver may file the Consent Final Judgment forthwith following the OFR Receivership Court's approval of this Settlement Agreement and that no further consent or action is necessary from Defendants. The Receiver agrees to forbear from collecting or otherwise executing on the Consent Final Judgment as long as the Defendants remain compliant with the Payment Schedule and do not default under this Agreement (the "**Forbearance Provision**"). Upon timely and complete payment of the Settlement Payment the Receiver will promptly file a release and satisfaction of the Final Judgment detailed above.

3. Receiver's Release. After the OFR Receivership Court's approval of this Settlement Agreement and the receipt and clearing of the full Settlement Payment, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall be deemed to have released and forever discharged Defendants, of and from any and all claims, known or unknown, asserted, or which could have been asserted in the Receiver's Action against Defendants relating to the Defendants' dealings and business relationship with any Receivership Entities.

The Receiver and Defendants understand and agree that, subject to the approval of the OFR Receivership Court, the payment of the Settlement Payment and waivers of claims are in full accord and satisfaction of and in compromise of disputed claims, and the payment and waivers are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding litigation.

4. Defendants' Release. Defendants agree to waive and do hereby waive any claim, known or unknown, that Defendants have, had, or hereafter may have against the

Receiver and/or the Receivership Entities, including but not limited to any claim Defendants may have relating to their business relationship with any Receivership Entity.

5. OFR Receivership Court Approval And Dismissal Of Receiver's Action.

After execution of this Settlement Agreement by all parties, the Receiver will promptly move the OFR Receivership Court for approval of this settlement. If the OFR Receivership Court approves the settlement, the Receiver will promptly take steps to file the Consent Final Judgment in the Receiver's Action. To the extent necessary, Defendants agree to assist the Receiver in seeking the OFR Receivership Court's approval of this settlement and following any such approval, in entering the Consent Final Judgment in the Receiver's Action. The parties understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

6. Default. Any failure by Defendants to comply with any provision of this Settlement Agreement shall be considered a default and entitle the Receiver to immediately pursue collection and execution of the Consent Final Judgment. With respect to the Payment Schedule, Defendants' failure to make any Quarterly Payment within 5 calendar days of the due date shall constitute a default and Defendants shall have seven calendar days to cure such default (the "**Cure Period**"). In the event of any default not cured within the Cure Period, Defendants understand and agree that the Forbearance Provision shall be nullified and the Receiver shall be immediately entitled to collect and execute on the Consent Final Judgment, less any payments previously received from Defendants under this Agreement.

7. Governing Law. The Receiver and Defendants agree this Settlement Agreement shall be governed by and be enforceable under Minnesota law.


8. Signatures and Binding Authority. The Parties signify agreement to this Agreement by their signatures below. Counsel for the Receiver is expressly authorized to sign this agreement on behalf of the Receiver. The Receiver and Defendants also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

9. Integrated Agreement. This is an integrated agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, concerning the subject matter of this Agreement are contained here or attached hereto. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made concerning the subject matter. All prior and contemporaneous conversations, negotiations, representations, covenants and warranties concerning the subject matter are merged herein.

10. Modification. This Agreement may not be modified except by a writing jointly signed by the Receiver and the Defendants.

11. Voluntary Agreement. The Parties represent that they have read this Agreement and know the contents, and that they sign the same freely and voluntarily. Each party also represents that it has consulted with legal counsel about the Agreement's terms.

In witness whereof the parties have set their hands as of the dates indicated.

  
\_\_\_\_\_  
Richard Paul Williams

Date 3/2, 2018

KDW Date 3/2/18, 2018  
Kristine D. Williams

[Signature] Date 3/2, 2018  
Apex Chiropractic of Champlin PLLC  
Its: Owner

[Signature] for Date 3/5, 2018  
Burton W. Wiand, as Receiver

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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

Plaintiff,

Case No. 0:16-cv-04090-WMW-BRT

v.

RICHARD PAUL WILLIAMS, KRISTINE D.  
WILLIAMS, and APEX CHIROPRACTIC of  
CHAMPLIN PLLC,

Defendants.

---

**CONSENT FINAL JUDGMENT AGAINST RICHARD PAUL WILLIAMS, KRISTINE  
D. WILLIAMS, AND APEX CHIROPRACTIC OF CHAMPLIN, PLLC**

THIS CASE came before the Court for consideration of the parties' Stipulation for Consent Final Judgment against Defendants RICHARD PAUL WILLIAMS, KRISTINE D. WILLIAMS, and APEX CHIROPRACTIC OF CHAMPLIN, PLLC. The Court has been advised that the Defendants consent to the relief sought. It is accordingly hereby:

**ORDERED AND ADJUDGED** as follows:

1. The Parties' Stipulation for Entry of Final Consent Judgment is hereby **GRANTED**.

2. Plaintiff, Burton W. Wiand, as Receiver, whose address is 5505 West Gray Street, Tampa, FL 33609, shall recover from Defendants, Richard Paul Williams and Kristine D. Williams, whose address is 12370 Lakeview Drive, Maple Grove, MN 55369 and Apex Chiropractic of Champlin, PLLC, jointly and severally, in the total amount of Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00), which

shall bear interest at the statutory rate permitted by law.

**FOR ALL OF WHICH LET EXECUTION ISSUE.**

DONE AND ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2018 in Chambers, at Minneapolis,  
Minnesota.

---

U.S. District Court Judge