

**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,
and TERESA SIMMONS BORDINAT
a/k/a TERESA SIMMONS,

Judge Cynthia J. Newton

Defendants.

**NOTICE REGARDING LACK OF OBJECTIONS TO SETTLEMENTS WITH
STEPHEN D. MARLOWE, BRIAN STAYTON, AND THEIR LAW FIRMS**

On August 15, 2016, Burton W. Wiand, as Receiver, including for Defendants Tri-Med Corporation and Tri-Med Associates Inc., filed a motion with the Court for approval of settlement agreements (the “**Settlement Agreements**”) between the Receiver, on behalf of the entities for which he serves as Receiver, and (1) Stephen D. Marlowe and his law firm, Marlowe McNabb Machnik, P.A. (f/k/a Marlowe McNabb, P.A.), and (2) Brian Stayton and his law firm, The Stayton Law Group, P.A. (the “**Settlement Motion**”).

Concurrently with the Settlement Motion, the Receiver filed a motion (the “**Notice Motion**”) that sought approval of a proposed notice to be sent to investors, potential joint tortfeasors, and other interested parties whose rights may be affected by the Settlement

Agreements (the “**Notice**”), along with a proposed abbreviated notice for publication (the “**Short Form Notice**”). The Receiver asked the Court to grant the Notice Motion first and to continue its final decision on the Settlement Motion until after the completion of the procedures set forth in the Notice Motion. The Court granted the Notice Motion and preliminarily approved the Settlements on August 30, 2016. A copy of the pertinent order is attached as **Exhibit A**.

The Receiver mailed the Notice to investors, potential joint tortfeasors, and other interested parties on September 16, 2016. In addition, the Receiver published the Short Form Notice in the *Tampa Bay Times* and *USA Today*. The Receiver also published the Notice on the Receivership website - <http://trimedreceivership.com>. Pursuant to the Court-approved procedures set forth in the Notice and the Notice Motion, any and all objections to the Settlement Agreements were required to be served on the Receiver and filed with the Court on or before October 17, 2016.

No objections, however, were served on the Receiver or filed with the Court by that date. The Court’s August 30 order provides that, if no objections are filed by the October 17 deadline, “the Court will grant the Settlement Motion and enter the bar orders without further hearing.” The pertinent bar orders approving settlements, which were also exhibits to the Settlement Motion, are attached as **Exhibits B and C**.

Respectfully submitted,

s/ Gianluca Morello

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Wiand Guerra King P.A.

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Tampa, FL 33609

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Attorneys for the Receiver, Burton W. Wiand

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on October 18, 2016, 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:

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Office of Financial Regulation*

A. Gregory Melchior, Esq.
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1313 Tampa Street, Suite 615
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*Attorney for Plaintiff State of Florida,
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*Attorney for Defendants Eric Ager and Irwin
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Bordinat*

Douglas E. Nepp, Esq.
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*Attorney for Defendants Jeremy Anderson,
Anthony N. Nicholas, III, and Anthony N.
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*Attorney for Defendants Jeremy Anderson,
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Attorney for Non-Party A.J. Brent

I FURTHER CERTIFY that on October 18, 2016, a true and correct copy of the foregoing was served on the following non-parties by email:

Philip J. Crowley, Esq.
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One Tampa City Center
201 N. Franklin Street Suite 2000
Tampa, FL 33602

pjc@macfar.com

Attorney for Brian Stayton

Marjorie Salem Hensel
Hinshaw & Culbertson LLP
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Attorney for Stephen D. Marlowe

s/Gianluca Morello

Gianluca Morello, FBN 034997

Exhibit A

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.

TMFL HOLDINGS, LLC,

Relief Defendant.

**ORDER APPROVING NOTICE PROCEDURES AND PRELIMINARILY APPROVING
SETTLEMENTS WITH (1) STEPHEN D. MARLOWE AND MARLOWE MCNABB
MACHNIK, P.A. AND (2) BRIAN STAYTON AND STAYTON LAW GROUP**

THIS CAUSE came before this Honorable Court on The Receiver's Motion To Approve Settlements With Stephen D. Marlowe, Brian Stayton, And Their Law Firms And For Entry Of Bar Orders (the "**Settlement Motion**") and The Receiver's Motion To Approve Proposed Notice Of Settlements With Stephen D. Marlowe, Brian Stayton, And Their Law Firms (the "**Notice Motion**"). Having reviewed the Settlement Motion, the Notice Motion, and the materials submitted in support thereof, it is:

ORDERED AND ADJUDGED, as follows:

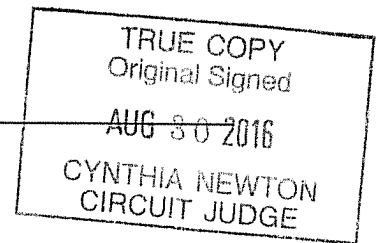
1. The Notice Motion is **GRANTED**. The Receiver is directed to provide notice of the settlements as set forth in the Notice Motion.

2. The settlements set forth in the Settlement Motion are **PRELIMINARILY APPROVED**. The Court will reserve final approval of the settlements and entry of the bar orders until the procedures set forth in the Notice Motion have been completed.

3. If no objections to the settlements are filed and served by the deadline set forth in the Notice Motion and in the final form of the notice attached to the Notice Motion as Exhibit A, the Court will grant the Settlement Motion and enter the bar orders without further hearing.

DONE AND ORDERED in Chambers in Pinellas County, Florida on this ___ day of _____, 2016.

Circuit Judge



Copies furnished to:

Counsel of Record for the Parties

Exhibit B

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.

TMFL HOLDINGS, LLC,

Relief Defendant.

**ORDER APPROVING SETTLEMENT WITH DEFENDANTS
BRIAN STAYTON AND THE STAYTON LAW GROUP, P.A.**

THIS CAUSE came before this Honorable Court on The Receiver's Motion To Approve Settlements With Stephen D. Marlowe, Brian Stayton, And Their Law Firms And For Entry Of Bar Orders (the "Motion") and, specifically, the Receiver's Settlement Agreement with Brian Stayton and the Stayton Law Group, P.A., which is attached to the Motion as Exhibit B (the "Stayton Settlement Agreement").

The Court, after reviewing the notices the Receiver provided to investors and third parties, concludes that all interested parties or prospective interested parties have been provided with notice of the Motion and the Stayton Settlement Agreement and have been provided adequate opportunity to object to same. Having received no objection and/or after hearing

argument with regard to any objections, the Court concludes the Receiver's Motion should be granted. Accordingly, it is:

ORDERED AND ADJUDGED, as follows:

1. The Stayton Settlement Agreement is hereby specifically **APPROVED**. The Court finds that the Stayton Settlement Agreement represents a fair, equitable, and good faith resolution of all claims against Brian Stayton and the Stayton Law Group, P.A. relating to Tri-Med.

2. The parties to the Stayton Settlement Agreement are obligated and hereby authorized and directed to consummate the settlement pursuant to its terms.

3. A Bar Order in favor of Brian Stayton and the Stayton Law Group, P.A. is hereby **GRANTED**. This Order shall act to permanently bar, enjoin, and restrain any person, third party, or entity, including without limitation:

a. Tri-Med Corporation; Tri-Med Associates, Inc.; TMFL Holdings LLC; Interventional Pain Center PLLC; Rejuva Medical and Wellness Center LLC; Rejuva Medical Center LLC (the "Receivership Entities");

b. Jeremy Anderson, Anthony N. Nicholas III, Eric Ager, Irwin Ager, Teresa Simmons Bordinat a/k/a Teresa Simmons, Anthony N. Nicholas, Jr., A.J. Brent, Jodie Miller, Jeffrey Miller, Elliott 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;

c. claimants holding claims against the Receivership Entities arising in any way out of the activities of the Receivership Entities (sections 2 a., b., and c. are collectively referred to as the “third parties”); and

d. the Investors Committee and all investors including, but not limited to, those individuals having invested in Tri-Med or its related entities (the “Tri-Med Investors”)

from filing suit, seeking any type of recovery, or asserting any type of claim against Brian Stayton and the Stayton Law Group, P.A. that arises out of, is connected to, or which in any way relates to the same nucleus of operative facts as those pending, or which could have been asserted, by the Receiver, the Investors Committee, the Tri-Med Investors, or the third parties, including, but not limited to any claims arising out of Brian Stayton and the Stayton Law Group, P.A.’s representation of the Receivership Entities, or arising out of Brian Stayton and the Stayton Law Group, P.A.’s involvement (directly or indirectly) as Tri-Med’s Escrow Agent, or in any of those matters set forth by the Receiver as against Brian Stayton and the Stayton Law Group, P.A. in this Receivership, any related proceedings, or any related litigation.

4. The releases included in the Stayton Settlement Agreement have been given in good faith, and the Stayton Settlement Agreement, therefore, discharges Brian Stayton and the Stayton Law Group, P.A. from all liability for contribution to any other tortfeasor pursuant to, at a minimum, Fla. Stats. § 768.31(5).

4. This order is not meant to, and does not, impact in any way any claims the Receiver or Tri-Med investors have against anyone except Brian Stayton and the Stayton Law Group, P.A. and except as specifically set forth in Fla. Stats. § 768.31.

5. This Order is a final order as it relates to the Stayton Settlement Agreement.

6. This Court retains jurisdiction to modify, interpret, and enforce the terms of this order as necessary to implement the terms and purpose of the relief granted by this Order and any memorandum opinion.

DONE AND ORDERED in Chambers in Pinellas County, Florida on this ____ day of _____, 2016.

Circuit Judge

Copies furnished to:

Counsel of Record for the Parties

Exhibit C

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.

TMFL HOLDINGS, LLC,

Relief Defendant.

**ORDER APPROVING SETTLEMENT WITH DEFENDANTS,
STEPHEN D. MARLOWE AND MARLOWE MCNABB MACHNIK, P.A.**

THIS CAUSE came before this Honorable Court on The Receiver's Motion To Approve Settlements With Stephen D. Marlowe, Brian Stayton, And Their Law Firms And For Entry Of Bar Orders (the "Motion") and, specifically, the Receiver's Settlement Agreement with Stephen D. Marlowe and Marlowe McNabb Machnik, P.A., which is attached to the Motion as Exhibit A (the "Marlowe Settlement Agreement").

The Court, after reviewing the notices the Receiver provided to investors and third parties, concludes that all interested parties or prospective interested parties have been provided with notice of the Motion and the Marlowe Settlement Agreement and have been provided adequate opportunity to object to same. Having received no objection and/or after hearing

argument with regard to any objections, the Court concludes the Receiver's Motion should be granted. Accordingly, it is:

ORDERED AND ADJUDGED, as follows:

1. The Marlowe Settlement Agreement is hereby specifically **APPROVED**. The Court finds that the Marlowe Settlement Agreement represents a fair, equitable, and good faith resolution of all claims against Stephen D. Marlowe and Marlowe McNabb Machnik, P.A. relating to Tri-Med.

2. The parties to the Marlowe Settlement Agreement are obligated and hereby authorized and directed to consummate the settlement pursuant to its terms.

3. A Bar Order in favor of Stephen D. Marlowe and Marlowe McNabb Machnik, P.A. is hereby **GRANTED**. This Order shall act to permanently bar, enjoin, and restrain any person, third party, or entity, including without limitation:

a. Tri-Med Corporation; Tri-Med Associates, Inc.; TMFL Holdings LLC; Interventional Pain Center PLLC; Rejuva Medical and Wellness Center LLC; Rejuva Medical Center LLC (the "Receivership Entities");

b. Jeremy Anderson, Anthony N. Nicholas III, Eric Ager, Irwin Ager, Teresa Simmons Bordinat a/k/a Teresa Simmons, Anthony N. Nicholas, Jr., A.J. Brent, Jodie Miller, Jeffrey Miller, Elliott 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;

c. claimants holding claims against the Receivership Entities arising in any way out of the activities of the Receivership Entities (sections 2 a., b., and c. are collectively referred to as the “third parties”); and

d. the Investors Committee and all investors including, but not limited to, those individuals having invested in Tri-Med or its related entities (the “**Tri-Med Investors**”)

from filing suit, seeking any type of recovery, or asserting any type of claim against Stephen D. Marlowe and Marlowe McNabb Machnik, P.A. that arises out of, is connected to, or which in any way relates to the same nucleus of operative facts as those pending, or which could have been asserted, by the Receiver, the Investors Committee, the Tri-Med Investors, or the third parties, including, but not limited to any claims arising out of Stephen D. Marlowe and/or Marlowe McNabb Machnik, P.A.’s representation of the Receivership Entities, or arising out of Stephen D. Marlowe and/or Marlowe McNabb & Machnik, P.A.’s involvement (directly or indirectly) as Tri-Med’s Escrow Agent, or in any of those matters set forth by the Receiver as against Stephen D. Marlowe or Marlowe McNabb Machnik, P.A. in this Receivership, any related proceedings, or any related litigation.

4. The releases included in the Marlowe Settlement Agreement have been given in good faith, and the Marlowe Settlement Agreement, therefore, discharges Stephen D. Marlowe and Marlowe McNabb Machnik, P.A. from all liability for contribution to any other tortfeasor pursuant to, at a minimum, Fla. Stats. § 768.31(5).

4. This order is not meant to, and does not, impact in any way any claims the Receiver or Tri-Med investors have against anyone except Stephen D. Marlowe and Marlowe McNabb Machnik, P.A. and except as specifically set forth in Fla. Stats. § 768.31.

5. This Order is a final order as it relates to the Marlowe Settlement Agreement.

6. This Court retains jurisdiction to modify, interpret, and enforce the terms of this order as necessary to implement the terms and purpose of the relief granted by this Order and any memorandum opinion.

DONE AND ORDERED in Chambers in Pinellas County, Florida on this ____ day of _____, 2016.

Circuit Judge

Copies furnished to:

Counsel of Record for the Parties