

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

TRUE COPY
Original Signed
OCT 19 2016
CYNTHIA NEWTON
CIRCUIT JUDGE

Copies furnished to:
Counsel of Record for the Parties