

**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.

_____ /

**RECEIVER'S MOTION TO EXPAND SCOPE OF THE RECEIVERSHIP TO
INCLUDE TRI-MED MANAGEMENT, INC.; JA MANAGEMENT, LLC;
AND JRAM, LLC AND INCORPORATED MEMORANDUM OF LAW**

Pursuant to Fla. Stats. § 517.191(2), Rule 1.100 of the Florida Rules of Civil Procedure, and the Orders appointing Burton W. Wiand as Receiver (the “**Receiver**”) for Tri-Med Corporation (“**Tri-Med**”), Tri-Med Associates Inc. (“**TMA**”), Interventional Pain Center, PLLC (“**IPC**”), and other entities (collectively, the “**Receivership Entities**”), the Receiver moves to expand the scope of this Receivership to include three more Minnesota entities which, like other entities previously added to this Receivership, were controlled by Defendant Jeremy Anderson, were created with and/or used to receive misappropriated Tri-Med investor funds, and were intertwined with his fraudulent investment scheme: (1) Tri-Med Management, Inc. (“**TMM**”); (2) JRAM, LLC (“**JRAM**”); and (3) JA Management, LLC (“**JA Management**”) (collectively, the “**Minnesota Entities**”). As discussed in more detail below and supported by the Affidavit of

Burton W. Wiand, as Receiver, in Support of Motion to Expand Scope of the Receivership (the “**Receiver Aff.**”), which is being filed along with this motion:

- (1) TMM was created and controlled by Defendant Jeremy Anderson (“**Anderson**”); he unlawfully transferred nearly **\$700,000** of Tri-Med’s and its defrauded investors’ funds to TMM and then used them to pay for his personal expenses and for other unauthorized expenses that were undisclosed to investors; after the Receivership began, he used TMM to move money in violation of the asset freeze; and the Receiver seeks access to TMM’s Minnesota bank account that still contains stolen investor funds;
- (2) JA Management was created and controlled by Anderson to serve as TMM’s successor-in-interest and improperly paid for with Tri-Med’s and its defrauded investors’ money; and
- (3) JRAM was created and controlled by Anderson and used by him to defraud Tri-Med and its investors by “selling” bogus medical accounts receivables to Tri-Med.

As detailed below, the Court has personal jurisdiction over the Minnesota Entities, and they should be added to this Receivership so that additional assets diverted from and bought with Tri-Med’s and its investors’ money can be brought under the Receiver’s control. This Court has granted the Receiver’s previous requests to expand this Receivership to include three Minnesota entities that were similarly controlled by Anderson and funded with Tri-Med investors’ money. *See Receiver Aff.* ¶ 2, Exs. 3-4.

BACKGROUND

1. On March 4, 2014, Florida’s Office of Financial Regulation (“**OFR**”) filed this enforcement action against Defendants Tri-Med; TMA; Anderson; Anthony N. Nicholas, III; Eric Ager; Irwin Ager; and Teresa Simmons Bordinat a/k/a Teresa Simmons; and on March 25, 2014, OFR filed an amended complaint adding Anthony N. Nicholas, Jr. (“**Defendant Nicholas Jr.**”), as a defendant (collectively, “**Defendants**”). *See Id.* ¶ 2, Ex. 1.

2. Also on March 4th, the Court entered an Order appointing Mr. Wiand as Receiver (the “**Order Appointing Receiver**”) over Tri-Med and TMA. *See id.* On the Receiver’s motion, the Court subsequently expanded this receivership to include: (a) TMFL Holdings, LLC, on May 13, 2014; (b) Interventional Pain Center, PLLC, on September 30, 2015; and (c) Rejuva Medical and Wellness Center L.L.C., and Rejuva Medical Center L.L.C., on December 11, 2015. *Id.* ¶ 2, Exs. 2-4.

3. In relevant part, the Order Appointing Receiver prohibited Defendants from accepting, moving, transferring, or withdrawing any assets or property controlled or owned by Defendants or the Receivership Entities. The Order also conferred on the Receiver the duty and authority to “marshal and safeguard all such properties and assets [of Receivership Entities]” and take any actions necessary for the protection of investors. *Id.* ¶ 2, Ex. 1.

4. The Order Appointing Receiver also states,

In the event that the Receiver discovers that funds of investors in the scheme that is the subject of this case have been transferred to other persons or entities, the Receiver shall apply to this Court for an Order giving the Receiver possession of such funds and, if the Receiver deems it advisable, *extending this receivership over any person or entity holding such investor funds.*

Id. (emphasis added).

5. Defendants violated Florida securities laws from at least 2011 forward by raising over \$17 million in connection with the offer and sale of unregistered securities based on fraudulent misrepresentations that, among other things, all of the money would be (a) used to buy medical practice accounts receivable (“**A/R**”) backed by Letters of Protection (“**LOPs**”)¹ and (b) safeguarded by being kept in an attorney trust account. *See Id.* ¶¶ 7-9.

¹ LOPs are contracts involving a patient who ostensibly suffered injuries during an accident, the patient’s attorney, and the medical services provider under which the patient and attorney agree to

6. Following a lengthy evidentiary hearing on October 22, 2014, this Court found that “[t]he whole series of introduction of evidence and testimony in this case is highly suggestive of numerous criminal offenses that they might be fearful of from tax evasion to securities violations to fraud and theft, et cetera, et cetera.” The Court further found that “the evidence is clear and convincing and reaches a very high level that this was a fraudulent scheme to steal people’s money.”

7. Further, Defendants have been targets of a federal criminal investigation as a result of their participation in the Tri-Med scheme, and recently the first wave of Defendants, Eric Ager and Irwin Ager, pled guilty to federal criminal charges and are awaiting sentencing. *See United States v. E. Ager*, Case No. 6:16-cr-178-ORL-37TBS (M.D. Fla.); *United States v. I. Ager*, Case No. 6:16-cr-176-ORL-18DAB (M.D. Fla.). In pleading guilty, the Agers admitted that they and co-conspirators perpetrated the fraudulent investment scheme alleged in this case.

TMM & JA MANAGEMENT BELONG IN RECEIVERSHIP

8. TMM is a Minnesota corporation formed on December 11, 2012. Receiver Aff. ¶ 17, Ex. 5. In documents filed with the Minnesota Secretary of State, TMM’s registered office address and principal executive office are listed as 201 South 11th Street, Unit 1520, Minneapolis, MN 55403. *Id.* ¶ 17, Ex. 6. This is the address where Anderson and his live-in girlfriend, Holly Kwon, resided during the relevant time. *Id.* ¶ 17. All expenses incurred in TMM’s formation, including legal fees, were paid with Tri-Med’s and its investors’ money. *Id.* Further, Anderson caused Tri-Med to transfer **nearly \$700,000** of its and its investors’ money to TMM, TMM was initially funded using Tri-Med’s and its investors’ money through fake transactions orchestrated

pay all or part of the total billed by the medical services provider from the proceeds of any pre-suit settlement or lawsuit settlement or judgment the patient may obtain.

by Anderson involving “sales” of bogus A/R, and TMM was used by Anderson for a variety of unauthorized purposes, including as his personal bank account, until its accounts were frozen in March 2014.

TMM Was Initially Used To Defraud Tri-Med Out Of \$350,000 Through The Fraudulent Sale Of LOPs

9. From its inception, Anderson used TMM to defraud and steal from Tri-Med and its investors. Shortly after its formation, Anderson opened a TMM checking account at Associated Bank (the “**TMM Associated Account**”). Anderson was listed as President of TMM in account opening documents, and his associate Richard P. Williams (“**Williams**”) and Williams’ wife, Kristine Williams, were listed as the Owner and CFO, respectively (Williams and Kristine Williams are collectively referred to as the “**Williamses**”). *Id.* ¶ 18, Ex. 6. The Williamses were removed as signatories on the TMM Associated Account in June 2013. *Id.* ¶ 18, Ex. 7.²

10. As detailed below, Anderson and the Williamses misappropriated and stole Tri-Med’s and its investors’ funds by selling to Tri-Med non-existent A/R purportedly generated from Williams’ medical practice. The TMM Associated Account was initially funded with proceeds of a \$200,000 check (the “**\$200,000 Check**”) from Tri-Med made payable to “Dr Paul Williams” that contained a notation stating, “5 ASSIGNMENTS OF MED RECEIVALBES [sic].” *Id.* ¶ 19, Ex. 8. The \$200,000 Check purported to represent payment from Tri-Med to Williams to buy \$573,000 of outstanding A/R through five “Assignment of Medical Receivables” (the “**2012 Assignments**”). *Id.* ¶ 20, Ex. 9. Each of the 2012 Assignments was supposedly signed by Anderson and Williams. *Id.*

² The Receiver has sued the Williamses over their involvement in TMM and receipt of over \$350,000 in stolen Tri-Med investor funds. *See Wiand, as Receiver v. R. Williams et al.*, Case No. 16-cv-04090 (D. Minn.).

11. However, each of the 2012 Assignments was bogus and the A/R supposedly sold and assigned to Tri-Med did not exist. For example, one of the 2012 Assignments, Assignment of Medical Receivables (CA-237), purported to assign to Tri-Med from Williams \$129,000 of outstanding medical charges for patient S.T. *Id.* Attached as Exhibit A to that Assignment is an LOP from Melissa K. Draack (the “**Draack LOP**”) with the law firm of Martineau, Gonko & Vavreck, PLLC (“**MGV**”), to Williams explaining that Ms. Draack’s office represented patient S.T. and would “protect your interest in this case” and requesting a statement detailing the nature of the treatment and attesting that the treatment was medically necessary. *Id.*

12. In an affidavit, MGV shareholder Christopher J. Gonko swore that (i) Melissa Draack is not an attorney and would not have been allowed to sign any such letter; (ii) patient S.T. was never a client of MGV; and (iii) the Draack LOP was a forgery. *Id.* ¶ 21, Ex. 10. Ms. Draack also executed an affidavit attesting that she did not sign the Draack LOP. *Id.* ¶ 21, Ex. 11.

13. Next, on March 20, 2013, Anderson caused Tri-Med to write a \$100,000 check to Williams that was immediately deposited in the TMM Associated Account. *Id.* ¶ 22, Ex. 12. Like the earlier \$200,000 Check, the \$100,000 Check contained a notation indicating it was issued by Tri-Med to buy four “Assignment of Medical Receivables” valued at \$327,333.36 from Williams (the “**2013 Assignments**”). *Id.* ¶ 22, Ex. 12. However, each of the 2013 Assignments also was bogus.

14. For example, Assignment of Medical Receivables (CA-411) purported to assign \$100,000.02 of outstanding A/R for patient M.T. from Williams to Tri-Med. *Id.* ¶ 23, Ex. 13. Attached as Exhibit A to that Assignment was a purported LOP on the letterhead of Williams’ company, West End Wellness, executed on October 4, 2012, by patient M.T. and M.T.’s purported

attorney (the “**M.T. LOP**”). The M.T. LOP provided, in relevant part, that M.T. would be “directly and fully responsible to West End Wellness/Williams for all bills for services rendered to me.” *Id.*

15. However, the M.T. LOP was a forgery. In an affidavit, James R. Schwebel, the purported attorney for purported patient M.T., swore that (i) he is not the attorney for patient M.T. nor is he familiar with that person and (ii) he is not familiar with nor did he sign the M.T. LOP. *Id.* ¶ 24, Ex. 14.

16. Anderson also caused a \$50,000 check to be written from Tri-Med to Williams on April 25, 2013, that also was deposited in the TMM Associated Account. *Id.* ¶ 25, Ex. 15. This check purported to act as consideration for Tri-Med’s supposed purchase of \$166,667 of A/R from Williams, but like the 2012 and 2013 Assignments, there is no evidence any A/R was actually assigned as the assignment document was never executed and there is no record of the patient identified in it. *Id.*

17. In total, Anderson caused the transfer of \$350,000 from Tri-Med to Williams as purported consideration for the purchase of non-existent A/R. In return, Tri-Med received no value or other benefit, and it never received any proceeds from any A/R purportedly sold to it by Williams. Instead, the \$350,000 was diverted and misappropriated by Anderson in furtherance of his scheme.

Anderson Caused An Additional \$325,000 Of Tri-Med’s Funds To Be Transferred To TMM

18. Anderson also diverted and misappropriated at least another \$325,264 of Tri-Med’s and its investors’ money by transferring it directly from Tri-Med to TMM or indirectly by transferring it first to another Receivership Entity previously controlled by Anderson, IPC, and then from IPC to TMM.

19. IPC was a Minnesota pain clinic that was created and controlled by Anderson and funded by him with nearly \$1 million he misappropriated from Tri-Med and its investors, and he used it to continue to steal money that should have gone to Tri-Med and its investors even after this Receivership was initiated. Of specific relevance here, as detailed in the Receiver's Motion to Expand Scope of Receivership to Include Interventional Pain Center, PLLC, which is attached to the Receiver's Affidavit as **Exhibit 33** and was granted on September 30, 2015, Anderson transferred to IPC over \$1 million in stolen investor funds from Tri-Med. To try to hide that he was misappropriating that money, after the transfers Anderson executed certain documents purportedly assigning IPC A/R to Tri-Med, although IPC never paid a penny of funds collected on that A/R to Tri-Med. Rather, Anderson transferred money that belonged to Tri-Med and its investors from IPC to TMM.

20. Following is a list of the additional amounts of Tri-Med's and its investors' money that Anderson transferred either directly to TMM or indirectly through IPC:

<u>Date</u>	<u>Amount</u>	<u>From</u>	<u>Check #</u>
4/25/2013	\$15,000.00	Tri-Med	10033
6/27/2013	\$7,000.00	Tri-Med	10046
7/1/2013	\$10,000.00	Tri-Med	10050
7/9/2013	\$75,000.00	Tri-Med	8126
8/1/2013	\$9,064.00	Tri-Med	10063
8/22/2013	\$1,000.00	Tri-Med	10075
8/30/2013	\$8,500.00	Tri-Med	10080
9/13/2013	\$7,000.00	Tri-Med	10092
9/30/2013	\$7,000.00	IPC	5219
10/10/2013	\$20,000.00	IPC	5222
10/16/2013	\$10,000.00	IPC	5226
10/18/2013	\$2,000.00	IPC	5227
10/29/2013	\$8,000.00	IPC	5231
11/13/2013	\$10,000.00	Tri-Med	10115
11/27/2013	\$6,000.00	IPC	5239
12/3/2013	\$2,800.00	IPC	5244
12/4/2013	\$2,000.00	IPC	5245
12/12/2013	\$5,000.00	IPC	5247
12/13/2013	\$10,000.00	IPC	5249

<u>Date</u>	<u>Amount</u>	<u>From</u>	<u>Check #</u>
12/17/2013	\$2,000.00	IPC	5253
12/18/2013	\$2,000.00	IPC	5256
12/27/2013	\$6,000.00	IPC	5261
12/31/2013	\$4,000.00	IPC	5266
1/03/2014	\$3,000.00	IPC	5269
1/14/2014	\$7,000.00	IPC	5272
1/23/2014	\$1,000.00	IPC	5279
1/29/2014	\$10,000.00	IPC	5280
2/6/2014	\$6,400.00	IPC	5284
2/7/2014	\$3,500.00	IPC	5285
2/12/2014	\$2,500.00	IPC	5289
2/13/2014	\$3,000.00	IPC	5290
2/18/2014	\$9,300.00	IPC	5292
2/19/2014	\$1,700.00	IPC	5293
2/28/2014	\$12,000.00	IPC	5301
3/3/2014	\$2,500.00	IPC	5303
3/7/2014	\$25,000.00	IPC	5306
3/14/2014	<u>\$9,000.00</u>	IPC	5312
Total:	\$325,264.00		

Id. ¶¶ 26 – 27, Ex. 16.

21. In sum, between the \$350,000 discussed in the previous section and the \$325,264 discussed in this section, Anderson improperly transferred nearly \$700,000 of Tri-Med’s and its investors’ money to TMM.

Anderson And Others Used TMM To Misappropriate Tri-Med Funds For Their Own And Other Unauthorized Uses

22. In practice, once Anderson moved Tri-Med’s and its investors’ money from Tri-Med into TMM, he then used TMM as his personal bank account.

23. For example, Anderson transferred over \$40,000 from the TMM Associated Account to his live-in girlfriend, Holly Kwon, and also used that account to pay the monthly rent on his luxury apartment, purchase personal products and services, and pay for his meals and travel.

Id. ¶ 28.

24. Further, after this Receivership started and Anderson had actual notice of the Order Appointing Receiver and its asset freeze, he used TMM to transfer funds in violation of the asset

freeze. For example, from March 5 to March 17, 2014, when the Receiver was able to find and freeze the TMM Associated Account, Anderson caused at least 12 checks worth over \$25,000 to be written from that account even though all of that money originated from or otherwise belonged to Tri-Med and its investors and thus was covered by the asset freeze. *Id.* ¶ 29, Ex. 17; *Id.* ¶ 2, Ex. 1 at § III (Order Appointing Receiver containing asset freeze).

25. Approximately six months later, Anderson used TMM to convert additional Tri-Med and its investors' money for his own use. On or about September 12, 2014, an account was opened in TMM's name at Voyager Bank (the "**TMM Voyager Account**") in Minnesota. *Id.* ¶ 30, Ex. 18. As Voyager Bank had been served with the Order Appointing Receiver freezing Anderson's assets, it would not have let him serve as a signatory on any account, so Anderson had his childhood friend, Chad Hill (whom Anderson also used to hide his association with IPC), open an account in TMM's name. *Id.*

26. That same day, a \$100,000 check was deposited into the TMM Voyager Account from Siemens Medical Solutions and addressed to "Tri-Med Management, Attn: Jeremy Anderson" at IPC's office address in Minnesota (the "**Siemens Check**"). *Id.* ¶ 31, Ex. 19. Evidence recovered by the Receiver shows the Siemens Check was the return of a deposit previously paid to Siemens Medical Solutions by Tri-Med for the construction and purchase of medical equipment. *Id.* Although that money should have been returned to Tri-Med, Anderson converted it for his own use through TMM.

27. Although to a lesser extent than Anderson, the Williamses also used money deposited into TMM for their personal expenses. For example, they used part of the \$350,000 misappropriated through bogus A/R sales for renovations to their personal residence. *Id.* ¶ 28.

Anderson Invoked His Fifth Amendment Rights And Refused To Answer Questions

28. During his deposition, Anderson refused to answer any substantive questions based upon his Fifth Amendment Constitutional right against self-incrimination, including when asked about (a) his control of TMM; (b) whether Tri-Med money was transferred to TMM; and (c) whether Anderson used money in TMM's accounts to pay his personal expenses. *Id.* ¶ 32, Ex. 20.

The TMM Associated Account Still Contains Assets That Belong To Tri-Med

29. The TMM Associated Account was frozen on or around March 15, 2014, shortly after the Receiver learned about it and promptly served the Order Appointing Receiver on that bank. From its inception until the time it was frozen, the TMM Associated Account received nearly \$700,000 from Tri-Med and IPC. *Id.* ¶ 27. The TMM Associated Account currently has a balance of \$w959.18. *Id.* ¶ 33, Ex. 21.

30. Placing TMM into receivership will allow the Receiver to take control of the TMM Associated Account and any other assets held in TMM's name. Thus, the Receiver seeks an Order expanding the scope of this receivership to include TMM also so he can take possession of those assets.

JA Management Was Created By Anderson And Funded By Tri-Med To Serve As The Successor-In-Interest To TMM

31. JA Management is a Minnesota limited liability company that was formed on July 17, 2013. *Id.* ¶ 34, Ex. 22. It was formed by one of Tri-Med's attorneys at Stoel Rives LLP, Laurie W. Huotari ("Huotari"), and she served as the company's incorporator, and Tri-Med paid both for those legal fees and for the corporate filing fee. *Id.* ¶ 34. JA Management's registered office address was Anderson's luxury apartment residence. *Id.* JA Management was administratively dissolved on June 10, 2015, for failure to file an annual report. *Id.* ¶ 35, Ex. 23.

32. Evidence demonstrates that JA Management was formed to serve as the successor-in-interest of TMM, although the transition was never completed because of this Receivership. *Id.* ¶ 36. For example, in July 25, 2013, correspondence between Anderson and Jodi L. Johnson (“**Johnson**”), another Stoel Rives LLP attorney, Johnson indicated that an office lease currently under TMM’s name “will have to be assigned to JA Management,” and that this “will be accomplished via an Assignment that will be required pursuant to the larger agreement between JA Management and Tri-Med.” *Id.* ¶ 37, Ex. 24. Johnson further stated that JA Management “will need to acquire the equipment and build-out from [TMM],” and that the transaction would include a transfer of TMM’s assets to JA Management. *Id.*

33. Several months later, Johnson sent an email to herself with the subject line “Items to Discuss,” and included a category of items for “JA/Tri-Mgmt” that included the notation, “Transfer of Assets from TRI to JA.” *Id.* ¶ 38, Ex. 25. This reference to TMM and JA Management as a singular entity and the notation about transferring TMM’s assets to JA Management also shows that JA Management was created as TMM’s successor. *Id.* ¶ 38, Ex. 25.

34. The Receiver has also discovered similar correspondence discussing the succession between IPC, Anderson, and a payroll provider. On December 20, 2013, an IPC employee emailed Paychex, TMM’s payroll company, indicating that “J[sic] Management will be replacing Trimed Management Inc. in Jan” but failed to provide the correct name of the entity. Shortly thereafter, Anderson responded to the email with the correct spelling of the company and stated “JA Management.” *Id.* ¶ 39, Ex. 26.

35. As previously noted, the transition from TMM to JA Management was never completed because Tri-Med was placed in receivership less than three months later.

JRAM ALSO BELONGS IN RECEIVERSHIP

36. JRAM is a Minnesota limited liability company that was formed on May 30, 2013. *Id.* ¶ 40, Ex. 27. It was formed by Tri-Med’s Stoel Rives attorney Huotari, and Tri-Med paid both the corporate filing fee and the legal fees. *Id.* ¶ 40. Like TMM and JA Management, JRAM’s registered office address was Anderson’s luxury apartment. *Id.* While Stoel Rives listed Anderson’s live-in girlfriend, Holly Kwon, as the owner of JRAM, Anderson controlled the company; Ms. Kwon executed a Written Action identifying Anderson as the Chief Manager, President, and CEO of the company. *Id.* ¶ 41.

Anderson Used JRAM To Defraud Tri-Med And Steal Investor Funds

37. Although JRAM was ostensibly created by Anderson to develop software, in reality the software was never developed and instead JRAM was connected to the fraudulent investment scheme in several ways. *Id.* ¶ 42.

38. Anderson funded JRAM with proceeds of the scheme. Initially, Anderson misappropriated \$10,000 from Tri-Med to make a capital contribution to JRAM. *Id.* ¶ 42, Ex. 28.

39. Next, Anderson improperly transferred an additional \$45,004.42 from Tri-Med to JRAM. To try to disguise this transfer in Tri-Med’s records, fabricated documents were prepared falsely showing that transfer was supposedly to purchase A/R from JRAM. Specifically, according to Tri-Med’s documents, on or about December 20, 2013, Tri-Med purportedly purchased an “LOP” from JRAM for \$45,004.42, and in return, JRAM purportedly assigned Tri-Med “receivables” worth \$150,014.73. *Id.* ¶ 43, Ex. 29. According to the documents reflecting this transaction, medical services were provided by JRAM for a patient named “Stoel Rives.” *Id.* However, JRAM was not a medical services provider and thus had no medical A/R or LOPs to transfer, and “Stoel Rives” was not a real patient. Rather, Anderson used the cover of a purported

sale of an LOP from JRAM to Tri-Med to try to disguise his unlawful transfer of \$45,004.42 from Tri-Med to JRAM.

40. Anderson also used JRAM as a cover to transfer Tri-Med's and investors' money elsewhere. Specifically, on October 9, 2013, \$100,000 was transferred from Tri-Med's main bank account in Florida to a Tri-Med bank account controlled by Anderson in Minnesota (the "**Minnesota Account**"), and the notation on the bank account statement for that transfer stated: "Investment Part One IN Jram Software CO." *Id.* ¶ 44, Ex. 30. Immediately following that transfer, Anderson issued a \$100,000 check from the Minnesota Account to Receivership Entity IPC, from which Anderson then diverted \$40,000 to TMM and \$50,000 to another entity unrelated to Tri-Med. *Id.* ¶ 45, Exs. 31-32.

MEMORANDUM OF LAW

41. This Court's power to supervise this receivership and decide the appropriate actions to be taken in its administration is extremely broad. *SEC v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992). "It is well established that the court which appoints a receiver may issue orders as are necessary and proper for the property and interests of those concerned." *City of Kissimmee v. Dep't of Envtl. Reg.*, 753 So. 2d 770, 772 (Fla. 5th DCA 2000). Indeed, the Order Appointing Receiver specifically states that if the Receiver discovers that investor funds were transferred to other persons or entities, the Receiver "shall" petition the Court to extend the Receivership "over any person or entity holding such investor funds." Receiver Aff. ¶ 2, Ex. 1; *see Puma Enters. Corp. v. Vitale*, 566 So. 2d 1343, 1345 (Fla. 3d DCA 1990) (court has power to expand scope of receivership when it appears receivership assets have been transferred or otherwise dissipated).

I. THE COURT HAS PERSONAL JURISDICTION OVER THE MINNESOTA ENTITIES

42. Although TMM, JA Management, and JRAM are located in Minnesota, this Court has personal jurisdiction over those entities because each (1) is within the reach of Florida's long-arm statute, Fla. Stats. § 48.193 ("**Section 48.193**"), and (2) has had sufficient "minimum contacts" with Florida so that "maintenance of the suit does not offend 'traditional notions of fair play and substantial justice'" imposed by the Due Process Clause of the U.S. Constitution's Fourteenth Amendment. *Int'l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945); *see Cable/Home Commc'n Corp. v. Network Prod., Inc.*, 902 F.2d 829, 854-855 (11th Cir. 1990); *Venetian Salami Co. v. J.S. Parhenais*, 554 So. 2d 499, 500-02 (Fla. 1989).

43. Of relevance for personal jurisdiction, as established above, Anderson, as the person that controlled and acted on behalf of TMM, JRAM, and JA Management, caused the entities to unlawfully receive initial and/or subsequent funding from Tri-Med in Florida, which raised the money from Florida investors through the sale of securities in Florida. He also used Tri-Med and its investors' money to pay the legal fees to create those entities.

44. TMM was created using Tri-Med's and its investors' money; it received, directly or indirectly, nearly \$700,000 of Tri-Med's and its investors' money; and its initial funding originated from Tri-Med and its investors through the unlawful fraudulent purported sale of A/R to Tri-Med. *See supra* ¶¶ 19-27. Further, Anderson caused Tri-Med to purchase bogus A/R from Williams for TMM's benefit, and while fabricated, the assigning documents for that bogus A/R nevertheless explicitly stipulated to application of Florida law and required the party selling the A/R to turn over payments on all of the assigned A/R to Tri-Med in Florida. *See supra* ¶¶ 19-27; Receiver Aff. Exs. 9, 13. Finally, Anderson used TMM to steal money from Tri-Med and its investors in Florida to pay his personal expenses. *See supra* ¶ 28. The TMM Associated Account

in Minnesota still holds money that originated from Tri-Med and its investors in Florida. *See supra* ¶ 33.

45. JA Management similarly was created using Tri-Med's and its investors' money, and it was designed to serve as the successor to TMM. *See supra* ¶¶ 34, 36. It too was controlled by Anderson. *See supra* ¶ 36.

46. Finally, JRAM was created using Tri-Med's and its investors' money from Florida; it received, directly or indirectly, at least \$155,000 of Tri-Med's and its Florida investors' money; and its initial funding originated with Tri-Med and its investors through the unlawful fraudulent purported sale of A/R to Tri-Med. *See supra* ¶¶ 42-44. Further, Anderson caused Tri-Med to purchase bogus A/R from JRAM, and while fabricated, the assigning documents for that bogus A/R nevertheless stipulated to application of Florida law and required JRAM to turn over payments on all of the assigned A/R to Tri-Med in Florida. *See supra* ¶ 43, Ex. 29. And like the other entities addressed in this motion, Anderson controlled JRAM and used it to steal money from Tri-Med and its investors in Florida for his personal benefit. *See supra* ¶¶ 41-45.

47. These facts confer on this Court long-arm jurisdiction under several provisions of Section 48.193. First, Section 48.193(1)(a)(1) is satisfied by TMM's and JRAM's activities because they were each "engaging in ... a business or business venture in this state." A "business venture" can be even a single project or transaction (*see Atlantis Marina & Yacht Club, Inc. v. R&R Holdings, Inc.*, 766 So.2d 1163, 1165 (Fla. 3d DCA 2000)), and JRAM entered into at least one assignment with Tri-Med to sell it A/R in Florida and TMM was the beneficiary of hundreds of thousands of dollars paid by Tri-Med to buy A/R in Florida from Williams over the course of a year.

48. Second, Section 48.193(1)(a)(2) is also satisfied because each of the Minnesota Entities “committed a tortious act within this state” each time Anderson, on behalf of the entities, caused them to receive money from Tri-Med, directly or indirectly, or to receive benefits paid for by Tri-Med and its investors since all of those transfers and payments constituted unauthorized uses of Tri-Med’s and its investors’ money and thus injured Tri-Med and its investors in Florida. *See Int’l Harvester v. Mann*, 460 So. 2d 580 (Fla. 1st DCA 1984) (“[T]he commission of a tort [in Florida] for purposes of establishing long-arm jurisdiction does not require physical entry into the state, but merely requires that the place of *injury* be within Florida.”) (original emphasis); *Carida v. Holy Cross Hosp.*, 424 So. 2d 849 (Fla. 4th DCA 1982) (same).

49. Third, Section 48.193(7) is satisfied by JRAM’s conduct because it breached “a contract in this state by failing to perform acts required by the contract to be performed in this state” when it fraudulently sold to Tri-Med bogus A/R under written assignments, accepted payment from Tri-Med, and never returned the payment or anything else of value in exchange for those funds. Similarly, although the pertinent written assignments were between Tri-Med and Williams, TMM was the beneficiary of those assignments, which fraudulently sold to Tri-Med bogus A/R by Williams, and TMM accepted the money from Tri-Med and never returned the payment or anything else of value in exchange for those funds.

50. Fourth, Section 48.193(2) is also satisfied because TMM and JRAM were “engaged in substantial and not isolated activity within this state” as they had “continuous and systematic general business contacts” with Florida by obtaining their funding from Tri-Med and its investors in Florida over time. *See Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 416 (1984); *Carib-USA Ship Lines Bahamas Ltd. v. Dorsett*, 935 So. 2d 1272 (Fla. 4th DCA 2006).

Although only one of Section 48.193's provisions needs to be satisfied, the facts here satisfy four of those provisions.

51. These facts also establish that personal jurisdiction over the Minnesota Entities does not violate the Due Process Clause of the U.S. Constitution's Fourteenth Amendment. Due process requires that a nonresident have "fair warning" that a particular activity may subject it to the jurisdiction of a foreign sovereign. *See Burger King Corp. v. Rudzewicz*, 471 U.S. 462 (1985). To satisfy due process here, (a) the Minnesota Entities must have had sufficient "minimum contacts" with Florida and (b) the exercise of jurisdiction over those entities must not offend "traditional notions of fair play and substantial justice." *Id.* Determining whether "minimum contacts" with Florida exist requires consideration of (a) whether there was purposeful availment of a privilege to conduct business in Florida; (b) whether the alleged contacts give rise to the alleged cause of action; and (c) whether the Minnesota Entities should reasonably anticipate being hailed into a Florida court. *Id.* at 474-75; *World-wide Volkswagen Corp. v. Woodson*, 44 U.S. 286 (1980). All three elements are satisfied here as the Minnesota Entities were used by Anderson in furtherance of an investment scheme based in Florida targeting elderly Floridians, and Anderson unlawfully misappropriated money raised in that scheme through TMM, JRAM, and JA Management. Because one of the Florida scheme's primary perpetrators – Anderson – used each of the Minnesota Entities in furtherance of a fraudulent investment scheme based in Florida and focused on Floridians, it is indisputable that this Court's exercise of jurisdiction over the Minnesota Entities – all of which were created and controlled by Anderson – will not offend "traditional notions of fair play and substantial justice."

52. On three previous occasions, this Court granted the Receiver's request to expand the scope of this Receivership over Minnesota entities controlled by Anderson that were funded

with money derived from Tri-Med and its investors. In doing so, the Court concluded that it was proper to exercise its personal jurisdiction over those entities.³ Like TMM, JA Management, and JRAM, those entities received stolen Tri-Med investor funds, entered into contracts with Tri-Med for the sale of A/R, and/or were the alter ego and/or successor-in-interest of a receivership entity.

II. THIS RECEIVERSHIP SHOULD BE EXPANDED TO INCLUDE THE MINNESOTA ENTITIES

53. Among the factors to be considered in deciding whether to expand a receivership are (a) commingling of funds; (b) unauthorized diversion of funds or assets to other than corporate purposes and to the detriment of creditors; (c) concealment and misrepresentation of the identify of responsible ownership and management; (d) non-functioning of other officers or directors; and (e) treatment by an individual of corporate assets as his own. *See SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 234 (D. Nev. 1985), *aff'd* 805 F.2d 1039 (9th Cir. 1986); *see also SEC v. Elliott*, 953 F.2d 1560, 1565, n.1 (11th Cir. 1992) (holding court may extend equitable receivership over related entities). “The particular situation must generally present an element of injustice of fundamental unfairness.” *Elmas Trading Corp.*, 620 F. Supp. at 234. A more flexible approach is warranted in cases like this one that involve enforcement of securities laws. *Id.* at 233. A key goal for expansion of a receivership is “to ensure that all available assets are brought within the receivership and may properly be distributed to creditors.” *Id.* That is precisely the purpose of this motion and all of the relevant factors are present here, so this Receivership should be expanded to include TMM, JA Management, and JRAM.

³ *See State of Florida, Office of Fin'l Regulation v. Tri-Med Corp. et al.*, Case No. 14-001695-CI (Sept. 20, 2015, Order granting Receiver's Motion to Expand Scope of Receivership to Include Interventional Pain Clinic, PLLC & Dec. 11, 2015, Order granting Receiver's Motion to Expand Scope of Receivership to Include Rejuva Medical and Wellness Center L.L.C. and Rejuva Medical Center L.L.C.

54. Specifically, as discussed in the Background Section above, each of TMM, JA Management, and JRAM satisfies one or more relevant factors, including commingling of funds; unauthorized diversion of funds or assets to other than corporate purposes and to the detriment of creditors, which include Tri-Med and its investors; concealment and misrepresentation of the identity of responsible ownership and management; non-functioning of other officers or directors; and treatment by an individual (*i.e.*, at minimum, Anderson) of corporate assets as his own.

55. Further, as *Elmas Trading* explained, it is crucial that the alleged wrongdoers not be able to dissipate money rightfully belonging to investors into entities related to or affiliated with receivership entities. 620 F. Supp. at 233-34 (expansion of receivership warranted to include related entities upon showing of *inter alia* comingling of funds that presents “an element of injustice or fundamental unfairness”). The Receiver’s Affidavit and its voluminous evidence establish that is precisely what happened here: hundreds of thousands of dollars from Tri-Med and its investors were unlawfully misappropriated and dissipated by Anderson through transfers to TMM and JRAM and for the creation of JA Management. Receiver Aff. ¶¶ 19-27, 34, Exs. 8, 12, 15-16.

56. Investors were not informed that almost \$700,000 of their money would be diverted from Tri-Med’s investment program and transferred to TMM and JRAM under Anderson’s control so he could pay his lavish personal expenses and use it for other unauthorized purposes. *Id.* ¶¶ 19-27, 34.

III. EXPANSION OF THE RECEIVERSHIP TO INCLUDE TMM IS ALSO WARRANTED BY ADVERSE INFERENCES DRAWN FROM ANDERSON’S EXERCISE OF HIS FIFTH AMENDMENT PRIVILEGE AGAINST SELF-INCRIMINATION

57. During depositions, Anderson refused to answer questions about his relationship with TMM or transfers of Tri-Med’s and its investors’ money to TMM, invoking his constitutional

Fifth Amendment right against self-incrimination. *Id.* ¶ 32, Ex. 20. The Court should draw adverse inferences from this refusal to testify. *See, e.g., Baxter v. Palmigiano*, 425 U.S. 308, 318 (1976); 8 J. Wigmore, *Evidence* 439 (McNaughton rev. 1961); *Fraser v. Sec. & Inv. Corp.*, 615 So. 2d 841 (Fla. 4th DCA 1993); *Atlas v. Atlas*, 708 So. 2d 296 (Fla. 4th DCA 1998).

58. Although the record evidence alone establishes the unlawful nature of the transfers of Tri-Med's and its investors' funds to TMM or for TMM's benefit which, in part, underlie this motion, it is also supported by the adverse inferences drawn from Anderson's refusal to answer questions about whether TMM improperly received Tri-Med's and its investors' funds and whether it was part of his and the other defendants' fraudulent investment scheme. Receiver Aff. ¶ 32, Ex. 20.

IV. JA MANAGEMENT ALSO SHOULD BE PLACED IN RECEIVERSHIP BECAUSE IT IS THE ALTER EGO OR SUCCESSOR-IN-INTEREST OF TMM

59. "If a corporation is found to be the 'alter ego' of another corporation, the separate corporate identities are disregarded and the two corporations are considered as one entity." *McLain v. Daps Disc. Auto Parts Store, Inc.*, 354 So. 2d 1230, 1232 (Fla. 1st DCA 1978). Courts consider factors such as commingling of funds and sole ownership and control of various companies as a single enterprise to determine alter ego. *Merkin v. PCA Health Plans of Fla., Inc.*, 855 So. 2d 137, 141 (Fla. 3d DCA 2003).

60. In *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985), a receiver sought to expand a receivership over multiple alter egos of entities already in receivership, and the court considered the following factors: (i) commingling of funds and assets and the unauthorized diversion of funds, (ii) identity of equitable ownership in entities, (iii) concealment of identity of responsible ownership, (iv) utilization of single address, and (v) identical offices and addresses. *Id.* at 233 – 34. As *Elmas Trading* explained, it is crucial that the alleged wrongdoers be prevented

from transferring money rightfully belonging to investors to entities related to or affiliated with the receivership entity. 620 F. Supp. at 233-34.

61. Here, the record evidence shows that JA Management is TMM's alter ego for several independent reasons. First, it was intended that TMM's assets would be transferred to JA Management. *See supra* ¶¶ 32-35; Receiver Aff. Exs. 24-26. Second, Anderson owned and controlled both TMM and JA Management, and both entities listed Anderson's home as their Registered Office. *See supra* ¶¶ 17, 34. Third, both TMM and JA Management attempted to conceal the identity of ownership, with Anderson using a childhood friend to appear as TMM's owner to open a bank account following entry of the asset freeze and JRAM listing Anderson's live-in girlfriend as its owner although Anderson controlled the entity and was its *de facto* owner. *See supra* ¶¶ 30, 31, and 41. Because JA Management was created as TMM's alter ego, it should be added to this Receivership also for this reason.

62. Alternatively, JA Management was created as TMM's successor-in-interest and should be added to this Receivership for that reason as well. An entity operates as a successor-in-interest of another entity when, among other possibilities, "the transaction is a *de factor* merger ... or [] mere continuation of the predecessor" *Oginsky v. Paragon Props. of Costa Rica LLC*, 784 F. Supp. 2d 1353, 1367-68 (S.D. Fla. 2011), *citing Orlando Light Bulb Serv., Inc. v. Laser Lighting & Elec. Supply, Inc.*, 523 So. 2d 740, 742 (Fla. 5th DCA 1988). These factors also are satisfied by the evidence discussed in paragraphs 60-61 above.

V. INCLUDING THE MINNESOTA ENTITIES IN THIS RECEIVERSHIP ALSO IS REQUIRED BY THE ORDER APPOINTING RECEIVER

63. Expansion of this Receivership to include the Minnesota Entities also is consistent with directives in this Court's Order Appointing Receiver. In relevant part, the Order states,

In the event that the Receiver discovers that funds of investors in the scheme that is the subject of this case have been

transferred to other persons or entities, the Receiver shall apply to this Court for an Order giving the Receiver possession of such funds and, if the Receiver deems it advisable, *extending this receivership over any person or entity holding such investor funds.*

Order Appointing Receiver, Section VIII(1) (Receiver Aff. ¶ 2, Ex. 1.) (emphasis added). The record evidence establishes that TMM, and its alter ego or successor-in-interest JA Management, is an “entity holding ... investor funds” because it was funded with investors’ money and it also may hold and control other assets purchased with Tri-Med’s and its investors’ money. *Id.* ¶¶ 19-27, 31. JRAM was also funded with Tri-Med’s and its investors’ funds and may continue to hold those funds or assets purchased with those funds.

64. Further, the Order Appointing Receiver requires the Receiver to “marshal and safeguard” all of the assets of the Receivership Entities and to take whatever actions are necessary for the protection of the investors. Order Appointing Receiver, Section VIII(1) (*Id.* ¶ 2, Ex. 1). Extending this Receivership over the Minnesota Entities is also important for the Receiver to fulfill these obligations.

CONCLUSION

For these reasons, the Receiver respectfully asks this Court to enter an Order expanding the Receivership to include Tri-Med Management, Inc.; JA Management, LLC; and JRAM, LLC.

STATEMENT OF OFR’S POSITION

OFR agrees with the relief requested in this motion.

s/Gianluca Morello

Gianluca Morello, FBN 034997

gmorello@wiandlaw.com

Michael S. Lamont, FBN 0527122

mlamont@wiandlaw.com

Jordan D. Maglich, FBN 0086106

jmaglich@wiandlaw.com

WIAND GUERRA KING P.A.

5505 West Gray Street

Tampa, FL 33609

Tel.: (813) 347-5100

Fax: (813) 347-5198

Attorneys for Burton W. Wiand, as Receiver for Tri-Med Corporation, Tri-Med Associates, Inc., and TMFL Holdings, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 28, 2017, I electronically filed a true and correct copy of the foregoing with the Clerk of the Court by using the Florida Courts E-Filing Portal, which served the following parties and non-parties:

Douglas Holcomb, Esq.
Office of Financial Regulation
400 West Robinson Street, Suite S225
Orlando, FL 32801
Primary Email: 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
Secondary: 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
Secondary Email: krista@lirotlaw.com
Secondary Email: jummy@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
Secondary: 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
Secondary Email: livingston22@live.com
*Attorney for Defendant Teresa Simmons
Bordinat*

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

Douglas E. Nepp, Esq.
Nepp & Hackert, LLC
One West Lake Street, Suite 185
Minneapolis, MN 55408
Primary Email: 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
Email: Timpatrick813@gmail.com
*Attorney for Defendants Jeremy Anderson,
Anthony N. Nicholas, III, and Anthony N.
Nicholas, Jr.*

s/Gianluca Morello

Gianluca Morello, FBN 034997

17 1695 CI

**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.:

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

Defendants.

FILED
ST. PETERSBURG
2014 MAR -5 AM 11:55
KEN BURKE
CLERK OF CIRCUIT COURT

INSTRUMENT#: 2014079872, O BK 22454
PG 1647-1662 03/10/2014 at 04:45:34 PM,
DEPUTY CLERK: LPERTUIS Pat Frank, Clerk
of the Circuit Court Hillsborough County

**ORDER IMPOSING TEMPORARY INJUNCTION,
APPOINTMENT OF A RECEIVER,
AND OTHER STATUTORY AND ANCILLARY RELIEF**

This cause came on to be heard ex parte on Plaintiff's Verified Motion for a Temporary Injunction, Appointment of a Receiver, and Other Statutory and Ancillary Relief, and as prayed in the Verified Complaint for Temporary and Permanent Injunction, Appointment of Receiver, and Other Statutory and Ancillary Relief, and it appearing to the Court from the Verified Motion and the Verified Complaint that an emergency exists in that the Defendants have violated, participated in, or are concerned with violations of Chapter 517, Florida Statutes, and may continue to violate state securities laws in connection with the offer and sale of unregistered securities in the form of investment agreements. The Court is also concerned, and the evidence

EXHIBIT 1

tendered to the Court shows, that there is imminent danger that investor funds and other property of the Defendants may be lost, destroyed, moved or concealed if a Temporary Injunction is not issued, and a Receiver is not appointed, immediately.

The Court finds at this time that:

1. The evidence strongly indicates that the Defendants have offered and sold in excess of \$13 million in unregistered securities in the form of investment agreements to at least 232 Florida investors from offices in Florida in violation of Chapter 517, Florida Statutes. The evidence also indicates misrepresentations of fact occurred in such sales constituting securities fraud in that the Defendants represented themselves as purchasing medical practice related accounts-receivable securitized by letters of protection, that the funds would be “safe” and “secure” and “backed by major insurance companies,” when in fact the Defendants utilized funds for purposes other than investing in medical practice related accounts-receivable securitized by letters of protection, and the Defendants were not lawfully registered in Florida to conduct securities activities. The evidence further indicates that investor funds have been utilized to pay back earlier investors, the attributes of a Ponzi scheme. Such transfers were directly contradictory to what was told to investors regarding the safety of their investment. Moreover, the Defendants have no legal or factual basis to be holding, obtaining or utilizing investor funds that were generated by the illicit sale of the investment agreements. Such acts in the Court’s opinion do clearly constitute “injury” and “irreparable injury” to the investors and such acts also harm the citizens of the State of Florida in that these activities are in violation of Chapter 517, Florida Statutes. Moreover, based on these verified facts, there is a substantial likelihood the Plaintiff will prevail at trial. The specific violations and acts supporting these

EXHIBIT 1

findings are as follows:

- a. Securities Fraud in violation of § 517.301(1)(a)1, 2, and 3, Florida Statutes;
- b. Sale of Unregistered Securities within Florida in violation of § 517.07(1), Florida Statutes; and
- c. Sale of Unregistered Securities by an Unregistered Dealer, Associated Person or Issuer in violation of § 517.12(1), Florida Statutes.

2. It is further found that pending final determination of this Action, the Defendants may, unless restrained and enjoined, continue to engage in acts and practices or be concerned in acts and practices, directly or indirectly, which constitute violations of Chapters 517, Florida Statutes, as cited above and as identified in the Verified Motion and Verified Complaint.

3. Adequate grounds exist for the issuance of this Order without prior notice to the Defendants, in light of possible further instances of “irreparable injury” warranting the lack of notice. The Court also notes that when the government acts to enforce its police powers, any alternative legal remedy may be ignored and irreparable harm may be presumed, as in this instant circumstance. The Court, however, notes these additional circumstances which tend to indicate irreparable injury and the need to dispense with notice as follows:

- a. The evidence of the lack of medical practice related accounts-receivable securitized by letters of protection purchased with investor funds, the residence of Defendant Jeremy Anderson within the State of Minnesota and the Delaware state of incorporation for Defendant Tri-Med Associates, Inc. indicate the possibility that

EXHIBIT 1

remaining assets may be or already may have been moved beyond the jurisdiction of this Court or to locations where the assets could not be recovered for the customers.

b. Issuance of a temporary injunction will not create an undue hardship on the Defendants as these parties have likely violated or participated in violations of the State's securities laws or are "concerned in" such violations and have illegally benefited from such violations. All such acts to be enjoined are already prohibited by Florida law. In addition, Florida law specifically provides for a Receiver for such securities law violations.

c. During the time between when the Plaintiff would give notice to the Defendants and the time of an actual hearing, the Defendants may transfer, encumber, deplete or secrete their remaining assets, which are principally in the form of highly liquid dollars. The Court again notes the ties to Minnesota and Delaware.

Therefore, in consideration of the Record and said findings at this time:

I.

IT IS HEREBY ORDERED, that pending final determination of this action, the Defendants and their shareholders, directors, officers, agents, servants, employees and attorneys, and those in active concert or participation with any of the foregoing and any other person concerned in or in any way participating in or about to participate with them, be, and they and each of them hereby are, restrained and enjoined, directly or indirectly from the following:

a. offering to sell or selling any security or investment in violation of the anti-fraud provisions of § 517.301, Florida Statutes;

EXHIBIT 1

b. offering to sell or selling any unregistered security in violation of § 517.07, Florida Statutes;

c. offering to sell or selling any security in or from offices within the state of Florida or to persons in this state in violation of the registration provisions of § 517.12, Florida Statutes; and

d. doing any other act or acts in furtherance of or in direct violation of Chapter 517, Florida Statutes.

II.

IT IS HEREBY ORDERED that pending final determination of this action or further ruling by this Court, the Plaintiff's request for Orders of Restitution is found to be premature. However, as set forth in more detail at Sections III, IV, and V below, the Court will impose additional mandatory obligations and prohibitions as concerning the transfer, concealment, and disposition of investor funds. The Court authorizes the Plaintiff and the Receiver to engage in expedited discovery, including to set depositions and demand production of documents on five (5) business days' notice. Unless otherwise noted, all written notices called for under this Order shall be effective upon hand delivery to counsel of record of the Defendants or to the Defendants, or twenty-four (24) hours after delivery to a private expedited delivery service, or 48 hours after deposit into the mail, postage paid, addressed to counsel of record of the Defendants or to the last known address of the Defendants.

III.

IT IS FURTHER ORDERED that pending final determination of this action, the Defendants and their members, shareholders, agents, servants, officers, directors, employees,

EXHIBIT 1

attorneys, depositories, banks, and brokerage and financial institutions, and those persons in active concert or participating with any of the foregoing, and each of them, be and they hereby are restrained from, directly or indirectly, accepting or depositing additional funds, or moving, setting off, receiving, changing, selling, pledging, assigning, conveying, liquidating, or otherwise disposing, withdrawing, or encumbering any assets or property owned by, controlled by, under the direction or instruction of, or in the possession of the Defendants or their depositories, banks, and brokerage and financial institutions, including, but not limited to, cash, free credit balances, receivables, credit items, deposits, securities, fully paid for securities, property pledged or hypothecated as collateral for loans, and other assets obtained by them or held for the account of the Defendants, currently held by them or under their control, wherever situated, and any property under the control of the Defendants or any of their respective members, shareholders, agents, officers, directors, servants, employees and attorneys which was obtained from the Defendants; and directing each of the financial, banking or brokerage institutions, bailees, debtors or any other persons or entities holding any such assets, funds, or other properties of the Defendants or their agents, to hold and retain within their control such assets, funds, or other properties and prohibit their removal, sale, assignment, withdrawal, transfer, setoff, pledge, change, or disposal, until further order of this Court or, to the extent authorized by this Order, instructions from the Receiver.

IV.

IT IS FURTHER ORDERED that the Defendants shall immediately repatriate all assets that have been transferred outside of the United States.

EXHIBIT 1

V.

IT IS FURTHER ORDERED that each of the Defendants shall prepare and submit to this Court and to the Receiver and the Plaintiff within three (3) business days of their receipt of any form of notice of this Order or by March 10, 2014, whichever is later, an accounting of all investor funds and all other assets (including all personal assets) in their possession or control, whether or not associated with the offer and sale of medical practice related accounts-receivable securitized by letters of protection. Following such report, the Court will entertain motions seeking relief from the asset freeze provisions of Section III, above, or entertain renewed motions by the Plaintiff seeking Orders of Restitution.

VI.

IT IS FURTHER ORDERED that pending final determination of this action, the Defendants and their members, shareholders, directors, officers, agents, servants, employees and attorneys, and those persons in active concert or participation with any of the foregoing, and their depositories and banks and financial institutions, shall grant unfettered access to the Plaintiff and its counsel and agents, and to the Receiver appointed by this Court, and his counsel, agents and representatives, to all property, business premises, papers, records, books of account, computer records and computer-stored data and computer terminals and equipment, files, documents, computer data backups, or other things of or pertaining in any way to the subject matter of this litigation (of whatever nature and wherever situated) in their possession or under their control, and such access shall include the right to access and to inspect and to copy in any form such papers, records, books of account, computer records and computer stored data, files, documents, and computer data backups. The Defendants and their members, shareholders, directors,

EXHIBIT 1

officers, agents, servants, employees and attorneys, and those persons in active concert or participation with any of the foregoing, and each of them, shall cooperate fully with the Receiver and comply with the Receiver's requests for information, records, and documentation so that the Receiver may perform his duties with information and knowledge.

VII.

IT IS FURTHER ORDERED that pending final determination of this action, the Defendants and their members, shareholders, directors, officers, agents, servants, employees and attorneys, and those persons in active concert or participation with any of the foregoing, and each of them, are restrained and enjoined from destroying, transferring, moving, concealing, erasing, deleting, mutilating, altering, disposing or otherwise rendering unintelligible or inaccessible or illegible any or all of the books, records, documents, contracts, agreements, assignments, obligations, papers, ledgers, accounts, statements, journals, files, computer records, computer-maintained data, computer-stored or computer-generated data, computer-readable data, and other property in any way relating to investor funds or the activities of the Receivership Entities or any other matter pertaining in any way to the subject matter of this litigation, and those persons in active concert or participation with any of the foregoing, and each of them, are directed to immediately deliver to the Receiver, and in no event shall such delivery occur in excess of 24 hours from any form of notice of this Order, all books, records, documents, contracts, agreements, assignments, obligations, papers, ledgers, accounts, statements, journals, files, computer records, computer-maintained data, computer-stored or computer-generated data, computer-readable data, and other property associated with customer deposits, investor funds, the activities of the Receivership Entities, or any other matter pertaining in any way to the

EXHIBIT 1

subject matter of this litigation.

VIII.

IT IS FURTHER ORDERED that Burton Wiand, Esq. be and is hereby appointed Receiver of all the assets and properties of Defendants Tri-Med Corporation, and Tri-Med Associates Inc. (collectively "the Receivership Entities"), wherever located; and that he is hereby directed to take immediate possession of said assets and properties, including but not limited to (i) accounts at Wells Fargo Bank, N.A., and Homebanc N.A. and money held in trust by Marlowe McNabb P.A. and (ii) offices and the contents of such offices where the business of the Defendants has been conducted, and to hold and manage them until further order of this Court; and that he shall marshal and safeguard all such properties and assets, seek constructive trusts where appropriate, marshal and safeguard the documents, books, records and data currently in the possession of or under the control of the Receivership Entities and its agents or servants. Each of the financial, banking or brokerage institutions, bailees, debtors or any other persons or entities holding any assets, funds, or other properties of the Receivership Entities or their agents shall transfer to the Receiver such assets, funds, or other properties, without further order of this Court in accordance with the Receiver's instructions. Further, any and all law enforcement authorities are authorized to take any and all necessary steps to assist the Receiver in fulfilling his duties and obligations as set forth in this Order. Further, the Receiver shall prepare an initial report to the Court and the Plaintiff within twenty (20) days of the date of this Order detailing the activities of the Receivership Entities and the books, records, property and assets found, and the whereabouts of any investors funds that can be located; and thereafter he shall prepare a report every one hundred twenty (120) days detailing the activities of the Receivership Entities and the

EXHIBIT 1

books, records, property and assets found, and the whereabouts of any investors funds that can be located; and the Plaintiff and the Receiver, are not required to give any bond. In addition:

a. The Receiver may, at any time, apply to this Court for further powers and authority as may be necessary and appropriate to carry out the purposes of this Order.

b. The Receiver and any counsel or accountant whom the Receiver may select, subject to the approval of the Court, are entitled to reasonable compensation from the assets now held by or in the possession or control of or which may be received by the Receiver from or on behalf of the Receivership Entities, in an amount or amounts commensurate with their duties and obligations under the circumstances. Said compensation shall be paid only upon the application of the Receiver and further Order of this Court.

c. Except by leave of Court during the pendency of this appointment of the Receiver herein, all creditors and other private parties seeking money, damages or other relief from the Receivership Entities, and all others acting on behalf of any such creditor or other persons including sheriffs, marshals, and other officers and their deputies, and their respective attorneys, servants, agents, and employees, are hereby stayed and restrained from doing any act or thing whatsoever including instituting or continuing any proceeding to interfere with the possession of or management by the Receiver of the property and assets owned, controlled, or in the possession of the Receivership Entities, or in any way to interfere with said Receiver, or interfere in any manner during the pendency of this proceeding with the exclusive jurisdiction of this Court over the Receivership Entities. This Order shall not stay or restrain any pending or future action

EXHIBIT 1

whatsoever by any government agency or any representative on behalf of any government in any form whatsoever.

d. The Receiver shall assume all of the rights and powers which the Receivership Entities may have had, or may have, to manage, control, operate, maintain, possess, receive or use its respective assets, properties, income, earnings, rents and profits, and the Receiver shall have full power and authority to sue for, collect, receive and take into his custody or possession all goods, chattels, rights, claims, causes of action, credits, monies, effects, real estate and books of account and other documents, papers and materials (whether in written, electronic or other form) of the Receivership Entities.

e. The Receiver shall cause all funds obtained from the operations or assets or properties of the Receivership Entities or received on behalf of the Receivership Entities to be deposited in one or more accounts that require the direction of the Receiver or the approval of the Court for any disbursement therefrom. The Receiver shall cause all securities held by the Receivership Entities in brokerage accounts to be transferred to one or more brokerage accounts that require the direction of the Receiver or the approval of the Court for the sale or other transfer thereof.

f. The Receiver shall make reasonable inquiry into the business, affairs, assets, liabilities, revenues, expenses and financial condition of the Receivership Entities and the legality and propriety of the actions taken or omitted to have been taken by the members, managers, shareholders, directors, officers, agents, attorneys, accountants and other professionals of, and the independent contractors and other parties who or which

EXHIBIT 1

may have engaged in business or may have otherwise been involved with the Receivership Entities as deemed necessary by the Receiver in order to carry out the purposes of this Order and the Receiver's duties hereunder. The Receiver shall be empowered to use the process of this Court under the Florida Rules of Civil Procedure to conduct such inquiry.

g. The Receiver is authorized to open all mail addressed to or relating to the Receivership Entities, and the United States Postal Service is directed to grant access to any P.O. boxes held in the name of the Receivership Entities and to provide any information requested by the Receiver regarding any of the Receivership Entities.

h. The Receiver shall direct and oversee the liquidation of the assets and properties of the Receivership Entities as deemed appropriate by him in such a manner as to maximize in a timely manner the proceeds for such assets and properties and the conservation of the assets and properties of the Receivership Entities for the benefit of their customers/investors and creditors.

i. If the Receiver determines that the continued operations of the Receivership Entities are not warranted or are without substantial probability of success, then the Receiver shall apply to this Court, upon a proper showing based upon inventories of the assets and properties of the Receivership Entities, financial statements and such other matters as may be appropriate, for an Order of this Court directing the liquidation of the remaining assets and properties of the Receivership Entities and the orderly distribution of such assets and properties among the investors and creditors of the Receivership Entities as may be appropriate and equitably carried out.

EXHIBIT 1

j. Without limiting any of the provisions of this Article V, the Receiver shall hold and possess and may exercise, assert and/or waive all of the powers, authority, rights, privileges and immunities which were held or possessed or may have been exercised, asserted and/or waived by the Receivership Entities, including without limitation the attorney-client privilege and the accountant-client privilege.

k. Without limiting any of the provisions of this Article V, the Receiver shall have and may exercise the power and authority to assert and prosecute by or on behalf of the Receivership Entities any and all claims, actions, suits and proceedings which may have been or which may be asserted or prosecuted by the Receivership Entities or which may have been or which may be assigned, transferred or conveyed to the Receiver and, upon the application to and further Order of this Court, to compromise or settle any such claim, action, suit or proceeding. This Court specifically finds that in bringing such claims, actions, suits, and/or proceedings, the Receiver (i) is not prohibited or barred, and shall not be prohibited or barred, by the doctrine of in pari delicto and (ii) is not bound, and shall not be bound, by any contractual or other language requiring any such claims, actions, and/or proceedings to be brought in arbitration or any similar out-of-court venue.

l. In the event the Receiver discovers that funds of investors in the scheme that is the subject of this case have been transferred to other persons or entities, the Receiver shall apply to this Court for an Order giving the Receiver possession of such funds and, if the Receiver deems it advisable, extending this receivership over any person or entity holding such investor funds.

m. Without limiting any of the provisions of this Article V:

EXHIBIT 1

i. the Receiver shall have and may exercise the power and authority to negotiate and prepare, or to cause to be negotiated and prepared, and to enter into, written agreements relating to the settlement or compromise of any and all claims, actions, suits and proceedings which may have been or which may be asserted or prosecuted by the Receiver; provided, however, that no such settlement or compromise shall be binding upon or enforceable against the Receiver until such time as the Receiver shall have made application to this Court for, and this Court shall have entered, a further Order authorizing or ratifying such settlement or compromise.

ii. in connection with the settlement or compromise of any claim, action, suit or proceeding which may have been or which may be asserted or prosecuted by the Receiver, the Receiver shall have the power and authority to accept, receive, take and hold legal, beneficial and/or equitable title to or interest in, and/or take custody or possession of, cash, notes, stock, securities, real property, personal property and other property (whether real, personal or mixed, and whether tangible or intangible), pending and subject to the Receiver's making application to this Court for, and this Court's entering, a further Order authorizing or ratifying such settlement or compromise.

iii. the Receiver shall have and may exercise the power and authority to negotiate and prepare, or to cause to be negotiated and

EXHIBIT 1

prepared, and to enter into, written agreements relating to the sale, assignment, transfer or conveyance of any notes, stock, securities, real property, personal property and other property (whether real, personal or mixed, and whether tangible or intangible), except cash, in which the Receiver may hold any interest or have custody or possession; provided, however, that the Receiver shall not actually sell, assign, transfer or convey any such asset or property until such time as the Receiver shall have made application to this Court for, and this Court shall have entered, a further Order authorizing or ratifying such written agreement for sale, assignment, transfer or conveyance of such asset or property.

n. The Receiver shall be exclusively vested with all rights, power and authority over the corporate governance of the Receivership Entities, including all rights, power and authority otherwise held by shareholders, members or directors of the Receivership Entities and specifically including the authority to file a voluntary petition under Title 11 of the United States Code.

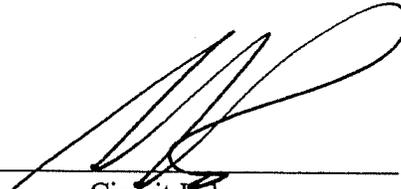
o. The Receiver and all persons acting by or through him or on his behalf shall in no event be liable to anyone for their good faith compliance with the duties and responsibilities of a receiver nor shall the Receiver or any person acting by or through him or on his behalf be liable to anyone for any actions taken as receiver except upon an express finding by this Court that they acted or failed to act as a direct result of gross negligence or willful disregard of their duties. The Receiver and all persons acting by or through him or on his behalf shall be indemnified and held harmless out of the assets and

EXHIBIT 1

properties of the receivership estate for all costs and expenses, including attorney fees. Persons dealing with the Receiver or any person acting by or through him or on his behalf shall look only to the assets or property of the receivership estate to satisfy any alleged liability and neither the Receiver nor any person acting by or through him shall have any personal obligation whatsoever.

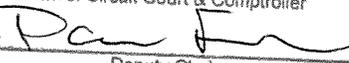
AND IT IS FURTHER ORDERED that Plaintiff shall forthwith cause a copy of this Order to be served on the Defendants and file proof of such service as soon as practicable thereafter. Service of this Order shall be sufficient if made upon Defendants by facsimile or overnight courier.

DONE AND ORDERED at 10:25 o'clock, A.m., this 5th day of March, 2014, at St. Petersburg, Florida in chambers.



Circuit Judge



STATE OF FLORIDA-PINELLAS COUNTY
I hereby certify that the foregoing is a true copy as the same appears among the files and records of this court.
This 5th day of MAR 10 2014, 2014
KEN BURKE
Clerk of Circuit Court & Comptroller
By: 
Deputy Clerk

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,
and ANTHONY N. NICHOLAS, JR.,

Defendants.

_____ /

ORDER

THIS MATTER comes before the Court on Burton W. Wiand, as Receiver's Motion to Expand the Scope of Receivership to Include TMFL Holdings, LLC (the "**Motion**") and the Receiver's Affidavit in support of the Motion (the "**Receiver's Affidavit**"), both of which were filed on April 28, 2014. The Court having reviewed the Motion and the Receiver's Affidavit, heard arguments from counsel, and otherwise being fully advised in the premises, it is hereby **ORDERED** and **ADJUDGED** that the Receiver's Motion to Expand the Scope of Receivership to Include TMFL Holdings, LLC is **GRANTED** to the following extent:

1. Plaintiff State of Florida, Office of Financial Regulation ("**OFR**"), may file an amended complaint naming TMFL Holdings, LLC, as an additional party to this case.
2. Upon the filing of an amended complaint naming TMFL Holdings, LLC, as an additional party, TMFL Holdings, LLC, shall be subject to the Order Imposing Temporary

EXHIBIT 2

Injunction, Appointment of a Receiver, and Other Statutory and Ancillary Relief (the “**Order Imposing Injunction**”) previously entered in this case on March 5, 2014, as though TMFL Holdings, LLC, were specifically named therein. The Court finds that based on the OFR’s previous filings and the Receiver’s Affidavit, the same findings and conclusions that led the Court to include Defendants Tri-Med Corporation and Tri-Med Associates, Inc., in the Order Imposing Injunction apply equally to TMFL Holdings, LLC.

3. As a result, upon the filing of an amended complaint naming TMFL Holdings, LLC, as an additional party, among other things as set forth in the Order Imposing Injunction, (a) Burton W. Wiand is appointed Receiver of all assets and properties of TMFL Holdings, LLC, and is directed to take immediate possession of said assets and properties; (b) any financial, banking, or brokerage institutions, bailees, debtors, or any other persons or entities holding any assets, funds, or other properties of TMFL Holdings, LLC, or their agents, are ordered to hold and retain within their control such assets, funds, or properties and prohibit their withdrawal, transfer, setoff, pledge, or disposal until further order of this Court or, to the extent authorized by the Order Imposing Injunction, instructions from the Receiver.

DONE and **ORDERED** in Chambers in Pinellas County, Florida this ____ day of _____, 2014.

The Honorable Judge
Circuit Court Judge

ORIGINAL SIGNED
MAY 13 2014
Anthony Rondolino JUDGE ANTHONY RONDOLINO

COPIES TO:
Counsel of Record

**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,
and ANTHONY N. NICHOLAS, JR.,

Defendants,

TMFL HOLDINGS, LLC,

Relief Defendant.

ORDER

THIS MATTER comes before the Court on (1) Burton W. Wiand, as Receiver's Motion to Expand the Scope of Receivership to Include Interventional Pain Center, LLC (the "**Motion**") and the Receiver's Affidavit in support of the Motion (the "**Receiver's Affidavit**"), both of which were filed on August 6, 2015; and (2) the Objection to the Receiver's Motion to Expand the Receivership (the "**Objection**") filed by Defendants Jeremy Anderson, Anthony N. Nicholas, Jr., and Anthony N. Nicholas, III. The Court having reviewed the Motion, the Receiver's Affidavit, and the Objection, heard arguments from counsel, and otherwise being fully advised in the premises, it is hereby **ORDERED** and **ADJUDGED** that the Receiver's Motion to Expand

EXHIBIT 3

the Scope of Receivership to Include Interventional Pain Center, PLLC is **GRANTED** as follows:

1. The Court finds that the evidence presented by the Receiver, as set forth in the exhibits to the Receiver's Affidavit, is both uncontroverted and legally sufficient to expand the receivership over IPC. IPC was also served with a copy of the Motion and Receiver's Affidavit, and received notice of the hearing. *See Puma Enters. Corp. v. Vitale*, 566 So. 2d 1343 (Fla. 3d DCA 1990).

2. The Court also finds that sufficient evidence exists to exercise personal jurisdiction over IPC, as (1) IPC is within the reach of Florida's long arm statute, Fla. Stats. § 48.193 ("**Section 48.193**"), including specifically under Sections §§ 48.193(1)(a)(1)-(2) and (6), 48.193(2), and 48.193(7); and (2) this Court's exercise of personal jurisdiction over IPC is consistent with the Due Process Clause of the Fourteenth Amendment of the U.S. Constitution.

3. The scope of the receivership created in this case is expanded to include Interventional Pain Center, PLLC, and all control of IPC is vested in the Receiver for the benefit of the Receivership estate. Interventional Pain Center, PLLC shall be subject to the Order Imposing Temporary Injunction, Appointment of a Receiver, and Other Statutory and Ancillary Relief (the "**Order Imposing Injunction**") previously entered in this case on March 5, 2014, as though Interventional Pain Center, PLLC, was specifically named therein. The Court finds that based on the OFR's previous filings and the Receiver's Affidavit, the same findings and conclusions that led the Court to include Defendants Tri-Med Corporation, Tri-Med Associates, Inc., and TMFL Holdings, LLC in the Order Imposing Injunction apply equally to Interventional Pain Center, PLLC.

EXHIBIT 3

4. Burton W. Wiand is appointed Receiver of Interventional Pain Center, PLLC, and all of its assets and properties, and is directed to take immediate possession of said assets and properties; (b) any financial, banking, or brokerage institutions, bailees, debtors, or any other persons or entities holding any assets, funds, or other properties of Interventional Pain Center, PLLC, or their agents, are ordered to hold and retain within their control such assets, funds, or properties and prohibit their withdrawal, transfer, setoff, pledge, or disposal until further order of this Court or, to the extent authorized by the Order Imposing Injunction, instructions from the Receiver.

DONE and ORDERED in Chambers in Pinellas County, Florida this ____ day
of _____, 2015.

The Honorable Judge Cynthia J. Newton
Circuit Court Judge

TRUE COPY
Original Signed
SEP 30 2015
CYNTHIA NEWTON
CIRCUIT JUDGE

COPIES TO:
Counsel of Record

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,
and ANTHONY N. NICHOLAS, JR.,

Defendants,

TMFL HOLDINGS, LLC,

Relief Defendant.

_____ /

FILED
RECEIVED
2015 DEC 11 AM 10:17
KIM EUREKE
CLERK OF CIRCUIT COURT

EX PARTE ORDER

THIS MATTER comes before the Court on Burton W. Wiand, as Receiver's **Ex Parte** Motion to Expand the Scope of the Receivership to Include Rejuva Medical and Wellness L.L.C. and Rejuva Medical Center L.L.C., as Alter Egos And/or Successors-in-interest of Receivership Entity Interventional Pain Center, PLLC (the "**Motion**"), which is supported by affidavits of Burton W. Wiand, as Receiver and Dr. Susan Herda, all of which were filed on December 10, 2015. The Court having reviewed the Motion and the supporting affidavits, and otherwise being fully advised in the premises, it is hereby **ORDERED** and **ADJUDGED** that the Receiver's Motion is **GRANTED**:

EXHIBIT 4

1. The Court finds that the evidence presented by the Receiver, as set forth in the supporting affidavits and exhibits, is legally sufficient to expand the receivership over Rejuva Medical and Wellness L.L.C. and Rejuva Medical Center L.L.C. (collectively, “**Rejuva**”). Specifically, the Court finds that Rejuva is the alter ego and/or successor-in-interest of Receivership Entity Interventional Pain Center, PLLC (“**IPC**”) for the reasons asserted in the Motion. The Court further finds that the *ex parte* relief sought by the Receiver in the Motion is justified based on Defendant Jeremy Anderson’s past conduct and the imminent threat of dissipation of receivership assets if Defendant Anderson was to receive notice of the Motion or immediate notice of this Order.

2. The Court also finds that sufficient evidence exists to exercise personal jurisdiction over Rejuva, as Rejuva is the alter ego and/or successor-in-interest of IPC and the Court previously determined that the exercise of personal jurisdiction over IPC was proper as (1) IPC is within the reach of Florida’s long arm statute, Fla. Stats. § 48.193 (“**Section 48.193**”), including specifically under Sections §§ 48.193(1)(a)(1)-(2) and (6), 48.193(2), and 48.193(7); and (2) this Court’s exercise of personal jurisdiction over IPC is consistent with the Due Process Clause of the Fourteenth Amendment of the U.S. Constitution.

3. The scope of the receivership created in this case is expanded to include Rejuva Medical and Wellness L.L.C. and Rejuva Medical Center L.L.C., and all control of Rejuva Medical and Wellness L.L.C. and Rejuva Medical Center L.L.C. is vested in the Receiver for the benefit of the Receivership estate. Rejuva Medical and Wellness L.L.C. and Rejuva Medical Center L.L.C. shall be subject to the Order Imposing Temporary Injunction, Appointment of a Receiver, and Other Statutory and Ancillary Relief (the “**Order Imposing Injunction**”) previously entered in this case on March 5, 2014, as though Rejuva Medical and Wellness L.L.C.

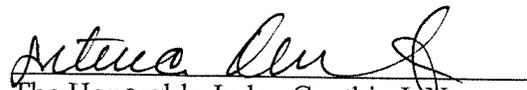
EXHIBIT 4

and Rejuva Medical Center L.L.C. were specifically named as Defendants in the Order Imposing Injunction. The Court finds that based on the OFR's previous filings and the affidavits filed in support of the Motion, the same findings and conclusions that led the Court to include Tri-Med Corporation, Tri-Med Associates, Inc., TMFL Holdings, LLC, and Interventional Pain Center, PLLC, in the Order Imposing Injunction apply equally to Rejuva Medical and Wellness L.L.C. and Rejuva Medical Center L.L.C.

4. Burton W. Wiand is appointed Receiver of Rejuva Medical and Wellness L.L.C. and Rejuva Medical Center L.L.C., and all of its assets and properties, and is directed to take immediate possession of said assets and properties; and any financial, banking, or brokerage institutions, bailees, debtors, or any other persons or entities holding any assets, funds, or other properties of Rejuva Medical and Wellness L.L.C. and Rejuva Medical Center L.L.C., or their agents, are ordered to hold and retain within their control such assets, funds, or properties and prohibit their withdrawal, transfer, setoff, pledge, or disposal until further order of this Court or, to the extent authorized by the Order Imposing Injunction, instructions from the Receiver.

5. Following entry of this Order, the Receiver shall promptly domesticate it in Minnesota, and he shall serve a copy of this Order as required by applicable rules and laws within two business days after the Receiver receives a domesticated copy.

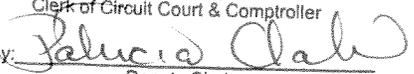
DONE and **ORDERED** in Chambers in Pinellas County, Florida this 11 day of Dec., 2015.


The Honorable Judge Cynthia J. Newton
Circuit Court Judge

COPIES TO:
Counsel for Receiver Burton W. Wiand
A. Gregory Melchior, Esq.



STATE OF FLORIDA-PINELLAS COUNTY
I hereby certify that the foregoing is a true copy as the same appears among the files and records of this court.
This 11th day of December, 2015
KEN BURKE
Clerk of Circuit Court & Comptroller

By: 
Deputy Clerk

Office of the Minnesota Secretary of State Certificate of Incorporation

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name: Tri Med Management, Inc.

File Number: 632006200022

Minnesota Statutes, Chapter: 302A

This certificate has been issued on: 12/11/2012



Mark Ritchie

Mark Ritchie
Secretary of State
State of Minnesota

EXHIBIT 5

Office of the Minnesota Secretary of State

Minnesota Business Corporation/Articles of Incorporation

Minnesota Statutes, 302A



The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Incorporation:

Article 1 CORPORATE NAME:

Tri Med Management, Inc.

Article 2 REGISTERED OFFICE AND AGENT(S), IF ANY AT THAT OFFICE:

Name

Address:

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

Article 3 MAXIMUM SHARES THE CORPORATION MAY ISSUE: **1000000**

Article 4 INCORPORATOR(S):

Name:

Address:

Laurie W. Huotari

**Stoel Rives LLP 33 South 6th Street, Suite 4200
Minneapolis MN 55402**

DURATION: **PERPETUAL**

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: **Laurie W. Huotari**

MAILING ADDRESS:

None Provided

EMAIL FOR OFFICIAL NOTICES:

jeremykeeanderson@gmail.com

EXHIBIT 5

ARTICLES OF INCORPORATION OF TRI MED MANAGEMENT, INC.

The undersigned, for the purpose of forming a corporation under Minnesota Statutes Chapter 302A (the "Minnesota Business Corporation Act"), does hereby adopt the following articles of incorporation:

Article I Name

The name of this corporation shall be Tri Med Management, Inc.

Article II Registered Office

The registered office address of this corporation in the State of Minnesota shall be 201 South 11th Street, #1520, Minneapolis, Minnesota 55403.

Article III Authorized Capital

The aggregate number of shares that the corporation is authorized to issue is one million shares (1,000,000) no par value. All shares shall be deemed common stock.

Article IV Cumulative Voting Prohibition

Shareholders shall have no rights of cumulative voting.

Article V Preemptive Right Prohibition

Shareholders shall have no rights, preemptive or otherwise, under Section 413 of the Minnesota Business Corporation Act (or similar provisions of future law) to acquire any part of any unissued shares or other securities of the corporation or any rights to purchase shares or other securities of the corporation before the corporation may offer them to other persons.

Article VI Limitation of Director Liability

To the fullest extent permitted by the Minnesota Business Corporation Act as the same exists or may hereafter be amended, a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of a fiduciary duty as a director. Neither the amendment, modification or repeal of this Article nor the adoption of any provision in these articles of incorporation inconsistent with this Article shall adversely affect any right or protection of a director or officer of the corporation with respect to any act or omission that occurred prior to the time of such amendment, modification, repeal or adoption.

EXHIBIT 5

Article VII Directors Action by Written Consent

Any action required or permitted to be taken at a meeting of the board of directors may be taken by written action signed, or consented to by authenticated electronic communication, by all of the directors then in office, unless the action is one which need not be approved by the shareholders, in which case such action shall be effective if signed, or consented to by authenticated electronic communication, by the number of directors that would be required to take the same action at a meeting at which all directors were present.

Article VIII Shareholder Action by Written Consent

Any action may be taken by written action signed, or consented to by authenticated electronic communication, by shareholders having voting power equal to the voting power that would be required to take the same action at a meeting of the shareholders at which all shareholders were present, but in no event may written action be taken by holders of less than a majority of the voting power of all shares entitled to vote on that action. If an action is taken without shareholders' unanimous written consent, the corporation must notify all shareholders within five days of the effective time of the action of the text and effective time of the action.

Article IX Dissenters' Rights Prohibition

To the fullest extent provided in Section 471, subdivision 1(a) of the Minnesota Business Corporation Act (or similar provisions of future law), a shareholder shall have no right to dissent from or obtain payment for the fair value of the shareholder's shares in the event of an amendment of the articles of incorporation that materially and adversely affects the rights or preferences of the shares of the dissenting shareholder in that it: (1) alters or abolishes a preferential right of the shares, (2) creates, alters or abolishes a right in respect of the redemption of the shares, including a provision respecting a sinking fund for the redemption or repurchase of the shares, (3) alters or abolishes a preemptive right of the holder of the shares to acquire shares, securities other than shares, or rights to purchase shares or securities other than shares, (4) excludes or limits the right of a shareholder to vote on a matter or to cumulate votes, or (5) eliminates the right to obtain payment.

Article X Indemnification

To the fullest extent permitted by the Minnesota Business Corporation Act as the same exists or may hereafter be amended, the corporation shall indemnify its officers, directors, employees and agents.

EXHIBIT 5

Article XI Incorporator

The name and address of the incorporator of the corporation is Laurie W. Huotari, Stoel Rives, LLP, 33 South 6th Street, Suite 4200, Minneapolis, MN 55402.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto set her signature on this 11th day of December, 2012.

A handwritten signature in cursive script, appearing to read "Laurie W. Huotari", is written over a horizontal line.

Laurie W. Huotari



Work Item 632006200022
Original File Number 632006200022

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
12/11/2012 11:59 PM

Mark Ritchie

Mark Ritchie
Secretary of State

TITLE OF ORGANIZATION ACCOUNT
TRI MED MANAGEMENT

4310

ACCOUNT OR CERTIFICATE NUMBER

BANK NAME
Associated Bank, NA

1210

DATE ACCOUNT OPENED
12/27/2012 New Status

ACCOUNT TYPE: Checking/Money Market

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

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

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

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

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

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

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

Number of required signatures: 1

NAME OF OFFICE OR TITLE

Owner _____

[Signature]
* RICHARD P WILLIAMS

CFO _____

[Signature]
* KRISTINE D WILLIAMS

President _____

[Signature] 1-25-71
* JEREMY ANDERSON

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

* Type or print name signed above

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

PHONE (612) 242-6131 TAX I.D. NO .4310

ADDRESS 10653 WAYZATA BLVD SUITE 20C MINNETONKA MN 55305

FIRST DEP. \$ 200,000.00 PREPARED BY Morgan, Joleen FROM ROKT6 091

Required: (Complete one of the following sections)

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

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

Address (if different from Acct Addr): _____

ID1: DL/National ID _____ Phone: _____

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

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

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

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

Copy of Articles of Incorporation/Organization

Date 12/27/12

DEPOSITOR TRI MED MANAGEMENT

Name or Organization

By *[Signature]*

Secretary (Other) _____

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

- F008 - 1210 12/27/2012 14:27 091 Morgan, Joleen ROKT6

ABC - MNSIGNB 09/2010

8026

TRI-MED CORPORATION
OPERATING ACCOUNT
34931 US HIGHWAY 19 N. STE 104
PALM HARBOR, FL 34684-1901

Wells Fargo, N.A.
63-751-631

12/6/2012

PAY TO THE
ORDER OF

DR PAUL WILLIAMS

\$ **200,000.00

Two Hundred Thousand and 00/100*****

DOLLARS

DR PAUL WILLIAMS
1660 HWY 100 SOUTH
ST LOUIS PARK, MN



[Handwritten Signature]

AUTHORIZED SIGNATURE

MEMO

ASSIGNMENTS OF MED RECEIVAL BES

⑈008026⑈ ⑆063107513⑆

0065⑈

>075900575<Associated Bank <20121207>

7597>

Handwritten: 5-25
Lb - Deposit

REQUEST 00005633728000000 200000.00
ROLL ECIA 20121207 000008628511529
JOB ECIA P ACCT 0065
REQUESTOR U138830
8510867 03/07/2014

Subpoena Processing Philadelphia
Y1372-110
Philadelphia PA 19101

ASSIGNMENT OF MEDICAL RECEIVABLES (CA-237)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 5TH day of December, 2012, by and between Dr. Paul Williams ("Assignor") and Tri-Med Corporation, the ("Assignee").

WHEREAS, the Patient(s) listed on Exhibit A owe Assignor certain outstanding medical charges as set forth on Exhibit A (collectively, the "Account Receivable");

WHEREAS, the Account Receivable and all related rights (including, but not limited to, all of Assignor's rights under letters of protection relating thereto and all of Assignor's rights as a secured party in respect thereof) are referred to herein as the "Assigned Assets";

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, all of Assignor's rights, title and interest in, to and under the Assigned Assets;

NOW THEREFORE, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Assignment. Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor's rights, title, and interest in, to and under the Assigned Assets. Such assignment includes, without limitation, the transfer to Assignee of the sole and exclusive right to:

a. demand and receive payment of the obligations represented by the Account Receivable;

b. issue payment instructions with respect to the payment of the obligations represented by the Account Receivable;

c. enforce any security interest or other rights the Assignor may have in the assets of the patient; and

d. enforce all other rights and remedies of Assignor under the Assigned Assets (including, without limitation, all rights and remedies of a secured creditor under the applicable Uniform Commercial Code or other applicable law to the extent of any security interest arising under or in connection with the Assigned Assets). The Assignee shall not be deemed by anything contained herein, or in any other agreement among the Assignee, the Assignor, and Patient or his/her attorney, to have assumed any liabilities whatsoever relating to, or arising out of, directly or indirectly, any Assigned Asset.

3. Outstanding Medical Charges. Assignor represents and warrants to Assignee that:

a. the total amount of the Account Receivable due under the Assigned Assets is as set out on Exhibit A,

b. Assignor is the sole and exclusive owner of, and has valid title to, the Account Receivable, free and clear of all liens;

c. all obligations represented by the Account Receivable result from the provision by Assignor or any employee, agent or other affiliate thereof of bona fide medical services at reasonable and customary rates;

d. there are no claims pending or threatened against Assignor (including claims of set-off) relating to the services giving rise to the Account Receivable, nor is there any basis for any such claim;

e. there exist no disputes with regard to the validity or collectability of the Account Receivable, nor is there any basis for any such dispute; and

f. neither Assignor nor, to Assignor's knowledge, the Patient or his/her attorney named in any Assigned Asset is in breach of any provision of the Assigned Assets.

4. Payment. In consideration of this Assignment, Assignee shall pay to Assignor the sum set out in Exhibit A upon the execution and delivery hereof.

5. Notice of Assignment. Upon execution of this Assignment, Assignor hereby authorizes Assignee to provide immediate written notice of this Assignment to Patient and his/her attorney.

6. Duty to Cooperate. The Assignor, its agents, employees, members, shareholders, representatives and/or doctors agree to use its best efforts to maximize the recovery of the assigned contracts/receivables, including but not limited to complying with any reasonable request for information or documentation by Assignee, complying in a timely manner with all subpoenas served on Assignor relating to any patient listed on Exhibit "A" and to cooperate in any reasonable manner with counsel for said patients and/or Assignee.

7. Sale Treatment; Security Interest. Assignor agrees to: (i) treat transfers to the Assignee of the Assigned Assets as a sale for all purposes; (ii) not treat any Assigned Asset as an asset on the Assignor's books and records; (iii) not assign or grant any security interest in any Assigned Asset; (iv) obtain all consents from

Assignor's Initials PW

Assignee's Initials JF

EXHIBIT 9

patients that are required by law in order for the Assignee or its designee, if any, to obtain information needed to obtain payment from the proceeds of a Patients related claim or lawsuit; and(v) not claim any ownership interest in any Assigned Asset.

In the event that, contrary to the mutual intent of the Assignor and the Assignee, the sale and purchase of any Assigned Asset hereunder is not characterized as a sale, then the Assignor hereby grants to the Assignee, effective as of the date hereof, a first priority security interest in and to the Assigned Assets (together with all accounts, chattel paper, and general intangibles related thereto, all rights, remedies, guarantees, security interests, and liens in respect of any of the foregoing, if any, all records (other than patient medical records to the extent protected from disclosure by law), and other information necessary or relevant to the collection of the Assigned Assets, and all proceeds of any of the foregoing) to secure the repayment of all amounts advanced to or for the benefit of the Assignor. This Assignment Agreement shall be deemed to be a security agreement for such purposes.

8. Execution in Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same agreement.

9. Severability. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected thereby.

10. Amendments. No modification, waiver or amendment of this Assignment shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver or amendment is sought.

11. Governing Law. This Assignment shall be governed by the laws of the State of Florida without regard to the conflicts of law principles thereof.

12. Assignment. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Assignee and any successor or assign thereof may at any time assign or transfer any of its rights or obligations hereunder without notice to or the consent of the Assignor. Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Assignee. Any purported assignment in violation of the foregoing shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Assignment (CA-237) as of the date written above.

ASSIGNOR: Dr. Paul Williams
1660 Hwy 100 South
St. Louis Park, MN

ASSIGNEE: Tri-Med Corporation
3905 Tampa Road, #2304
Oldsmar, FL 34677

Signed By: [Signature]

Signed By: [Signature]

Printed name: Paul Williams

Printed name: _____

Title: Dr

Date 12/5/12

Title: _____
Date / / -

EXHIBIT A (CA-237)

PATIENT	OUTSTANDING MEDICAL CHARGES	PURCHASE PRICE
Stephanie Torczon-Nessien	\$129,000.00	\$ 45,000.00

Assignor's Initials PW

Assignee's Initials JA

EXHIBIT 9

Page 1 of 2

ASSIGNMENT OF MEDICAL RECEIVABLES (CA-238)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 5TH day of December, 2012, by and between Dr. Paul Williams ("Assignor") and Tri-Med Corporation, the ("Assignee").

WHEREAS, the Patient(s) listed on Exhibit A owe Assignor certain outstanding medical charges as set forth on Exhibit A (collectively, the "Account Receivable");

WHEREAS, the Account Receivable and all related rights (including, but not limited to, all of Assignor's rights under letters of protection relating thereto and all of Assignor's rights as a secured party in respect thereof) are referred to herein as the "Assigned Assets";

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, all of Assignor's rights, title and interest in, to and under the Assigned Assets;

NOW THEREFORE, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Assignment. Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor's rights, title, and interest in, to and under the Assigned Assets. Such assignment includes, without limitation, the transfer to Assignee of the sole and exclusive right to:
 - a. demand and receive payment of the obligations represented by the Account Receivable;
 - b. issue payment instructions with respect to the payment of the obligations represented by the Account Receivable;
 - c. enforce any security interest or other rights the Assignor may have in the assets of the patient; and
 - d. enforce all other rights and remedies of Assignor under the Assigned Assets (including, without limitation, all rights and remedies of a secured creditor under the applicable Uniform Commercial Code or other applicable law to the extent of any security interest arising under or in connection with the Assigned Assets). The Assignee shall not be deemed by anything contained herein, or in any other agreement among the Assignee, the Assignor, and Patient or his/her attorney, to have assumed any liabilities whatsoever relating to, or arising out of, directly or indirectly, any Assigned Asset.
3. Outstanding Medical Charges. Assignor represents and warrants to Assignee that:

a. the total amount of the Account Receivable due under the Assigned Assets is as set out on Exhibit A,

b. Assignor is the sole and exclusive owner of, and has valid title to, the Account Receivable, free and clear of all liens;

c. all obligations represented by the Account Receivable result from the provision by Assignor or any employee, agent or other affiliate thereof of bona fide medical services at reasonable and customary rates;

d. there are no claims pending or threatened against Assignor (including claims of set-off) relating to the services giving rise to the Account Receivable, nor is there any basis for any such claim;

e. there exist no disputes with regard to the validity or collectability of the Account Receivable, nor is there any basis for any such dispute; and

f. neither Assignor nor, to Assignor's knowledge, the Patient or his/her attorney named in any Assigned Asset is in breach of any provision of the Assigned Assets.

4. Payment. In consideration of this Assignment, Assignee shall pay to Assignor the sum set out in Exhibit A upon the execution and delivery hereof.

5. Notice of Assignment. Upon execution of this Assignment, Assignor hereby authorizes Assignee to provide immediate written notice of this Assignment to Patient and his/her attorney.

6. Duty to Cooperate. The Assignor, its agents, employees, members, shareholders, representatives and/or doctors agree to use its best efforts to maximize the recovery of the assigned contracts/receivables, including but not limited to complying with any reasonable request for information or documentation by Assignee, complying in a timely manner with all subpoenas served on Assignor relating to any patient listed on Exhibit "A" and to cooperate in any reasonable manner with counsel for said patients and/or Assignee.

7. Sale Treatment; Security Interest. Assignor agrees to: (i) treat transfers to the Assignee of the Assigned Assets as a sale for all purposes; (ii) not treat any Assigned Asset as an asset on the Assignor's books and records; (iii) not assign or grant any security interest in any Assigned Asset; (iv) obtain all consents from

Assignor's Initials PW

Assignee's Initials TA

EXHIBIT 9

patients that are required by law in order for the Assignee or its designee, if any, to obtain information needed to obtain payment from the proceeds of a Patients related claim or lawsuit; and(v) not claim any ownership interest in any Assigned Asset.

In the event that, contrary to the mutual intent of the Assignor and the Assignee, the sale and purchase of any Assigned Asset hereunder is not characterized as a sale, then the Assignor hereby grants to the Assignee, effective as of the date hereof, a first priority security interest in and to the Assigned Assets (together with all accounts, chattel paper, and general intangibles related thereto, all rights, remedies, guarantees, security interests, and liens in respect of any of the foregoing, if any, all records (other than patient medical records to the extent protected from disclosure by law), and other information necessary or relevant to the collection of the Assigned Assets, and all proceeds of any of the foregoing) to secure the repayment of all amounts advanced to or for the benefit of the Assignor. This Assignment Agreement shall be deemed to be a security agreement for such purposes.

8. Execution in Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same agreement.

9. Severability. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected thereby.

10. Amendments. No modification, waiver or amendment of this Assignment shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver or amendment is sought.

11. Governing Law. This Assignment shall be governed by the laws of the State of Florida without regard to the conflicts of law principles thereof.

12. Assignment. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Assignee and any successor or assign thereof may at any time assign or transfer any of its rights or obligations hereunder without notice to or the consent of the Assignor. Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Assignee. Any purported assignment in violation of the foregoing shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Assignment (CA-238) as of the date written above.

ASSIGNOR: Dr. Paul Williams
1660 Hwy 100 South
St. Louis Park, MN

ASSIGNEE: Tri-Med Corporation
3905 Tampa Road, #2304
Oldsmar, FL 34677

Signed By: [Signature]

Signed By: [Signature]

Printed name: Paul Williams

Printed name:

Title: MD

Date: 12/1/17

Title: Date / /

EXHIBIT A (CA-238)

Table with 3 columns: PATIENT, OUTSTANDING MEDICAL CHARGES, PURCHASE PRICE. Row 1: Matthew Dunn, \$109,000.00, \$38,000.00

Assignor's Initials [Signature]

Assignee's Initials [Signature]

EXHIBIT 9

ASSIGNMENT OF MEDICAL RECEIVABLES (CA-239)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 5TH day of December, 2012, by and between Dr. Paul Williams ("Assignor") and Tri-Med Corporation, the ("Assignee").

WHEREAS, the Patient(s) listed on Exhibit A owe Assignor certain outstanding medical charges as set forth on Exhibit A (collectively, the "Account Receivable");

WHEREAS, the Account Receivable and all related rights (including, but not limited to, all of Assignor's rights under letters of protection relating thereto and all of Assignor's rights as a secured party in respect thereof) are referred to herein as the "Assigned Assets";

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, all of Assignor's rights, title and interest in, to and under the Assigned Assets;

NOW THEREFORE, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Assignment.** Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor's rights, title, and interest in, to and under the Assigned Assets. Such assignment includes, without limitation, the transfer to Assignee of the sole and exclusive right to:

a. demand and receive payment of the obligations represented by the Account Receivable;

b. issue payment instructions with respect to the payment of the obligations represented by the Account Receivable;

c. enforce any security interest or other rights the Assignor may have in the assets of the patient; and

d. enforce all other rights and remedies of Assignor under the Assigned Assets (including, without limitation, all rights and remedies of a secured creditor under the applicable Uniform Commercial Code or other applicable law to the extent of any security interest arising under or in connection with the Assigned Assets). The Assignee shall not be deemed by anything contained herein, or in any other agreement among the Assignee, the Assignor, and Patient or his/her attorney, to have assumed any liabilities whatsoever relating to, or arising out of, directly or indirectly, any Assigned Asset.

3. **Outstanding Medical Charges.** Assignor represents and warrants to Assignee that:

a. the total amount of the Account Receivable due under the Assigned Assets is as set out on Exhibit A,

b. Assignor is the sole and exclusive owner of, and has valid title to, the Account Receivable, free and clear of all liens;

c. all obligations represented by the Account Receivable result from the provision by Assignor or any employee, agent or other affiliate thereof of bona fide medical services at reasonable and customary rates;

d. there are no claims pending or threatened against Assignor (including claims of set-off) relating to the services giving rise to the Account Receivable, nor is there any basis for any such claim;

e. there exist no disputes with regard to the validity or collectability of the Account Receivable, nor is there any basis for any such dispute; and

f. neither Assignor nor, to Assignor's knowledge, the Patient or his/her attorney named in any Assigned Asset is in breach of any provision of the Assigned Assets.

4. **Payment.** In consideration of this Assignment, Assignee shall pay to Assignor the sum set out in Exhibit A upon the execution and delivery hereof.

5. **Notice of Assignment.** Upon execution of this Assignment, Assignor hereby authorizes Assignee to provide immediate written notice of this Assignment to Patient and his/her attorney.

6. **Duty to Cooperate.** The Assignor, its agents, employees, members, shareholders, representatives and/or doctors agree to use its best efforts to maximize the recovery of the assigned contracts/receivables, including but not limited to complying with any reasonable request for information or documentation by Assignee, complying in a timely manner with all subpoenas served on Assignor relating to any patient listed on Exhibit "A" and to cooperate in any reasonable manner with counsel for said patients and/or Assignee.

7. **Sale Treatment; Security Interest.** Assignor agrees to: (i) treat transfers to the Assignee of the Assigned Assets as a sale for all purposes; (ii) not treat any Assigned Asset as an asset on the Assignor's books and records; (iii) not assign or grant any security interest in any Assigned Asset; (iv) obtain all consents from

Assignor's Initials pw

Assignee's Initials TA

EXHIBIT 9

patients that are required by law in order for the Assignee or its designee, if any, to obtain information needed to obtain payment from the proceeds of a Patients related claim or lawsuit; and(v) not claim any ownership interest in any Assigned Asset.

In the event that, contrary to the mutual intent of the Assignor and the Assignee, the sale and purchase of any Assigned Asset hereunder is not characterized as a sale, then the Assignor hereby grants to the Assignee, effective as of the date hereof, a first priority security interest in and to the Assigned Assets (together with all accounts, chattel paper, and general intangibles related thereto, all rights, remedies, guarantees, security interests, and liens in respect of any of the foregoing, if any, all records (other than patient medical records to the extent protected from disclosure by law), and other information necessary or relevant to the collection of the Assigned Assets, and all proceeds of any of the foregoing) to secure the repayment of all amounts advanced to or for the benefit of the Assignor. This Assignment Agreement shall be deemed to be a security agreement for such purposes.

8. Execution in Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same agreement.

9. Severability. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected thereby.

10. Amendments. No modification, waiver or amendment of this Assignment shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver or amendment is sought.

11. Governing Law. This Assignment shall be governed by the laws of the State of Florida without regard to the conflicts of law principles thereof.

12. Assignment. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Assignee and any successor or assign thereof may at any time assign or transfer any of its rights or obligations hereunder without notice to or the consent of the Assignor. Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Assignee. Any purported assignment in violation of the foregoing shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Assignment (CA-239) as of the date written above.

ASSIGNOR: Dr. Paul Williams
1660 Hwy 100 South
St. Louis Park, MN

ASSIGNEE: Tri-Med Corporation
3905 Tampa Road, #2304
Oldsmar, FL 34677

Signed By: [Signature]

Signed By: [Signature]

Printed name: Paul Williams

Printed name: [Signature]

Title: Pres.

Date 12/5/13

Title: Date / /

EXHIBIT A (CA-239)

Table with 3 columns: PATIENT, OUTSTANDING MEDICAL CHARGES, PURCHASE PRICE. Row 1: Alesia Stokeberry, \$86,000.00, \$30,000.00

Assignor's Initials PW

Assignee's Initials 74

EXHIBIT 9

ASSIGNMENT OF MEDICAL RECEIVABLES (CA-240)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 5TH day of December, 2012, by and between Dr. Paul Williams ("Assignor") and Tri-Med Corporation, the ("Assignee").

WHEREAS, the Patient(s) listed on Exhibit A owe Assignor certain outstanding medical charges as set forth on Exhibit A (collectively, the "Account Receivable");

WHEREAS, the Account Receivable and all related rights (including, but not limited to, all of Assignor's rights under letters of protection relating thereto and all of Assignor's rights as a secured party in respect thereof) are referred to herein as the "Assigned Assets";

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, all of Assignor's rights, title and interest in, to and under the Assigned Assets;

NOW THEREFORE, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Assignment.** Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor's rights, title, and interest in, to and under the Assigned Assets. Such assignment includes, without limitation, the transfer to Assignee of the sole and exclusive right to:
 - a. demand and receive payment of the obligations represented by the Account Receivable;
 - b. issue payment instructions with respect to the payment of the obligations represented by the Account Receivable;
 - c. enforce any security interest or other rights the Assignor may have in the assets of the patient; and
 - d. enforce all other rights and remedies of Assignor under the Assigned Assets (including, without limitation, all rights and remedies of a secured creditor under the applicable Uniform Commercial Code or other applicable law to the extent of any security interest arising under or in connection with the Assigned Assets). The Assignee shall not be deemed by anything contained herein, or in any other agreement among the Assignee, the Assignor, and Patient or his/her attorney, to have assumed any liabilities whatsoever relating to, or arising out of, directly or indirectly, any Assigned Asset.
3. **Outstanding Medical Charges.** Assignor represents and warrants to Assignee that:

a. the total amount of the Account Receivable due under the Assigned Assets is as set out on Exhibit A,

b. Assignor is the sole and exclusive owner of, and has valid title to, the Account Receivable, free and clear of all liens;

c. all obligations represented by the Account Receivable result from the provision by Assignor or any employee, agent or other affiliate thereof of bona fide medical services at reasonable and customary rates;

d. there are no claims pending or threatened against Assignor (including claims of set-off) relating to the services giving rise to the Account Receivable, nor is there any basis for any such claim;

e. there exist no disputes with regard to the validity or collectability of the Account Receivable, nor is there any basis for any such dispute; and

f. neither Assignor nor, to Assignor's knowledge, the Patient or his/her attorney named in any Assigned Asset is in breach of any provision of the Assigned Assets.

4. **Payment.** In consideration of this Assignment, Assignee shall pay to Assignor the sum set out in Exhibit A upon the execution and delivery hereof.

5. **Notice of Assignment.** Upon execution of this Assignment, Assignor hereby authorizes Assignee to provide immediate written notice of this Assignment to Patient and his/her attorney.

6. **Duty to Cooperate.** The Assignor, its agents, employees, members, shareholders, representatives and/or doctors agree to use its best efforts to maximize the recovery of the assigned contracts/receivables, including but not limited to complying with any reasonable request for information or documentation by Assignee, complying in a timely manner with all subpoenas served on Assignor relating to any patient listed on Exhibit "A" and to cooperate in any reasonable manner with counsel for said patients and/or Assignee.

7. **Sale Treatment; Security Interest.** Assignor agrees to: (i) treat transfers to the Assignee of the Assigned Assets as a sale for all purposes; (ii) not treat any Assigned Asset as an asset on the Assignor's books and records; (iii) not assign or grant any security interest in any Assigned Asset; (iv) obtain all consents from

Assignor's Initials

PW

Assignee's Initials

TA

EXHIBIT 9

patients that are required by law in order for the Assignee or its designee, if any, to obtain information needed to obtain payment from the proceeds of a Patients related claim or lawsuit; and(v) not claim any ownership interest in any Assigned Asset.

In the event that, contrary to the mutual intent of the Assignor and the Assignee, the sale and purchase of any Assigned Asset hereunder is not characterized as a sale, then the Assignor hereby grants to the Assignee, effective as of the date hereof, a first priority security interest in and to the Assigned Assets (together with all accounts, chattel paper, and general intangibles related thereto, all rights, remedies, guarantees, security interests, and liens in respect of any of the foregoing, if any, all records (other than patient medical records to the extent protected from disclosure by law), and other information necessary or relevant to the collection of the Assigned Assets, and all proceeds of any of the foregoing) to secure the repayment of all amounts advanced to or for the benefit of the Assignor. This Assignment Agreement shall be deemed to be a security agreement for such purposes.

8. Execution in Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same agreement.

9. Severability. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected thereby.

10. Amendments. No modification, waiver or amendment of this Assignment shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver or amendment is sought.

11. Governing Law. This Assignment shall be governed by the laws of the State of Florida without regard to the conflicts of law principles thereof.

12. Assignment. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Assignee and any successor or assign thereof may at any time assign or transfer any of its rights or obligations hereunder without notice to or the consent of the Assignor. Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Assignee. Any purported assignment in violation of the foregoing shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Assignment (CA-240 as of the date written above.

ASSIGNOR: Dr. Paul Williams
1660 Hwy 100 South
St. Louis Park, MN

ASSIGNEE: Tri-Med Corporation
3905 Tampa Road, #2304
Oldsmar, FL 34677

Signed By: *Paul Williams*

Signed By: *[Signature]*

Printed name: Paul Williams

Printed name: _____

Title: *PM*

Date *12/5/12* Title: _____ Date / / _____

EXHIBIT A (CA-240)

PATIENT	OUTSTANDING MEDICAL CHARGES	PURCHASE PRICE
Mohammad Shemi	\$120,000.00	\$42,000.00

Assignor's Initials *PW*

Assignee's Initials *JA*

EXHIBIT 9

ASSIGNMENT OF MEDICAL RECEIVABLES (CA-241)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 5TH day of December, 2012, by and between Dr. Paul Williams ("Assignor") and Tri-Med Corporation, the ("Assignee").

WHEREAS, the Patient(s) listed on Exhibit A owe Assignor certain outstanding medical charges as set forth on Exhibit A (collectively, the "Account Receivable");

WHEREAS, the Account Receivable and all related rights (including, but not limited to, all of Assignor's rights under letters of protection relating thereto and all of Assignor's rights as a secured party in respect thereof) are referred to herein as the "Assigned Assets";

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, all of Assignor's rights, title and interest in, to and under the Assigned Assets;

NOW THEREFORE, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Assignment.** Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor's rights, title, and interest in, to and under the Assigned Assets. Such assignment includes, without limitation, the transfer to Assignee of the sole and exclusive right to:

a. demand and receive payment of the obligations represented by the Account Receivable;

b. issue payment instructions with respect to the payment of the obligations represented by the Account Receivable;

c. enforce any security interest or other rights the Assignor may have in the assets of the patient; and

d. enforce all other rights and remedies of Assignor under the Assigned Assets (including, without limitation, all rights and remedies of a secured creditor under the applicable Uniform Commercial Code or other applicable law to the extent of any security interest arising under or in connection with the Assigned Assets). The Assignee shall not be deemed by anything contained herein, or in any other agreement among the Assignee, the Assignor, and Patient or his/her attorney, to have assumed any liabilities whatsoever relating to, or arising out of, directly or indirectly, any Assigned Asset.

3. **Outstanding Medical Charges.** Assignor represents and warrants to Assignee that:

a. the total amount of the Account Receivable due under the Assigned Assets is as set out on Exhibit A,

b. Assignor is the sole and exclusive owner of, and has valid title to, the Account Receivable, free and clear of all liens;

c. all obligations represented by the Account Receivable result from the provision by Assignor or any employee, agent or other affiliate thereof of bona fide medical services at reasonable and customary rates;

d. there are no claims pending or threatened against Assignor (including claims of set-off) relating to the services giving rise to the Account Receivable, nor is there any basis for any such claim;

e. there exist no disputes with regard to the validity or collectability of the Account Receivable, nor is there any basis for any such dispute; and

f. neither Assignor nor, to Assignor's knowledge, the Patient or his/her attorney named in any Assigned Asset is in breach of any provision of the Assigned Assets.

4. **Payment.** In consideration of this Assignment, Assignee shall pay to Assignor the sum set out in Exhibit A upon the execution and delivery hereof.

5. **Notice of Assignment.** Upon execution of this Assignment, Assignor hereby authorizes Assignee to provide immediate written notice of this Assignment to Patient and his/her attorney.

6. **Duty to Cooperate.** The Assignor, its agents, employees, members, shareholders, representatives and/or doctors agree to use its best efforts to maximize the recovery of the assigned contracts/receivables, including but not limited to complying with any reasonable request for information or documentation by Assignee, complying in a timely manner with all subpoenas served on Assignor relating to any patient listed on Exhibit "A" and to cooperate in any reasonable manner with counsel for said patients and/or Assignee.

7. **Sale Treatment; Security Interest.** Assignor agrees to: (i) treat transfers to the Assignee of the Assigned Assets as a sale for all purposes; (ii) not treat any Assigned Asset as an asset on the Assignor's books and records; (iii) not assign or grant any security interest in any Assigned Asset; (iv) obtain all consents from

Assignor's Initials PW

Assignee's Initials JA

EXHIBIT 9

patients that are required by law in order for the Assignee or its designee, if any, to obtain information needed to obtain payment from the proceeds of a Patients related claim or lawsuit; and(v) not claim any ownership interest in any Assigned Asset.

In the event that, contrary to the mutual intent of the Assignor and the Assignee, the sale and purchase of any Assigned Asset hereunder is not characterized as a sale, then the Assignor hereby grants to the Assignee, effective as of the date hereof, a first priority security interest in and to the Assigned Assets (together with all accounts, chattel paper, and general intangibles related thereto, all rights, remedies, guarantees, security interests, and liens in respect of any of the foregoing, if any, all records (other than patient medical records to the extent protected from disclosure by law), and other information necessary or relevant to the collection of the Assigned Assets, and all proceeds of any of the foregoing) to secure the repayment of all amounts advanced to or for the benefit of the Assignor. This Assignment Agreement shall be deemed to be a security agreement for such purposes.

8. Execution in Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same agreement.

9. Severability. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected thereby.

10. Amendments. No modification, waiver or amendment of this Assignment shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver or amendment is sought.

11. Governing Law. This Assignment shall be governed by the laws of the State of Florida without regard to the conflicts of law principles thereof.

12. Assignment. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Assignee and any successor or assign thereof may at any time assign or transfer any of its rights or obligations hereunder without notice to or the consent of the Assignor. Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Assignee. Any purported assignment in violation of the foregoing shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Assignment (CA-241) as of the date written above.

ASSIGNOR: Dr. Paul Williams
1660 Hwy 100 South
St. Louis Park, MN

ASSIGNEE: Tri-Med Corporation
3905 Tampa Road, #2304
Oldsmar, FL 34677

Signed By: [Signature]

Signed By: [Signature]

Printed name: Paul Williams

Printed name: _____

Title: Drs

Date: 12/5/12

Title: _____ Date: 1/1

EXHIBIT A (CA-241)

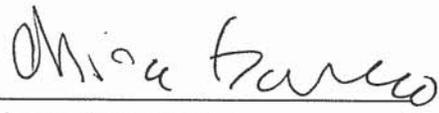
PATIENT	OUTSTANDING MEDICAL CHARGES	PURCHASE PRICE
Darin Jacobson	\$129,000.00	\$45,000.00

Assignor's Initials PW

Assignee's Initials TD

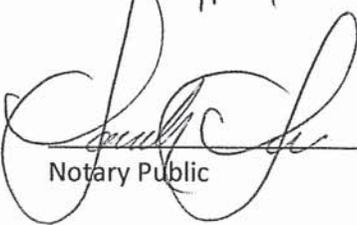
EXHIBIT 10

- 11. My office does not, and has never represented an individual named "Leah Lottman".
- 12. I do not recognize the signature on n the "Letter of Protection" as being a legitimate signature of my former employee Melissa Draak, nor would my office ever allow a non-attorney to sign a legitimate Letter of Protection on behalf of a client.
- 13. I do not recognize the third piece of correspondence provided to me by Arthur Gordon, a purported check drafted from Tri-Med Corporation to a Dr. Paul Williams, nor has my office ever represented the individuals referenced on the correspondence, namely Michael Thorson, Patrick Karlson, Leah Lottman, and Brian Allen.



Christopher J. Gonko

Subscribed and sworn before me this 7 day
of April, 2015.



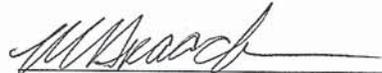
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

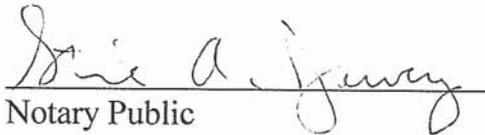
Melissa K. Draack, being first duly sworn on oath, deposes and states as follows:

1. That I was a previous employee at Martineau, Gonko & Vavreck, PLLC.
2. That the signatures on the attached May 21, 2012 letter and West End Wellness Letter of Protection letter are not my signatures.

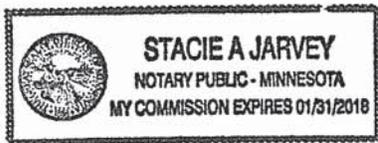


Melissa K. Draack

Subscribed and sworn to before me
this 2nd day of April 2015.



Notary Public



8069

TRI-MED CORPORATION

OPERATING ACCOUNT
34931 US HIGHWAY 19 N. STE 104
PALM HARBOR, FL 34684-1901

Wells Fargo, N.A.

63-751-631

3/20/2013

PAY TO THE ORDER OF **DR PAUL WILLIAMS**

\$ **100,000.00**

One Hundred Thousand and 00/100 ***** DOLLARS

DR PAUL WILLIAMS
1660 HWY 100 SOUTH
ST LOUIS PARK, MN



[Handwritten Signature]
AUTHORIZED SIGNATURE

Security feature. Details on back.

MEMO

ASSIGNMENTS OF MED RECEIVABLES

⑈008069⑈ ⑆063107513⑆ 0065⑈

>075900575<Associated Bank <20130321> < 3517>

REQUEST 0000563372800000 100000.00
ROLL ECIA 20130321 000008626120162
JOB ECIA P ACCT 0065
REQUESTOR U138830
8510867 03/07/2014

Subpoena Processing Philadelphia
Y1372-110
Philadelphia PA 19101

ASSIGNMENT OF MEDICAL RECEIVABLES (CA411)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 19th day of March, 2013, by and between Dr. Paul Williams the ("Assignor") and Tri-Med Corporation, the ("Assignee").

WHEREAS, the Patient(s) listed on Exhibit A owe Assignor certain outstanding medical charges as set forth on Exhibit A (collectively, the "Account Receivable");

WHEREAS, the Account Receivable and all related rights (including, but not limited to, all of Assignor's rights under letters of protection relating thereto and all of Assignor's rights as a secured party in respect thereof) are referred to herein as the "Assigned Assets";

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, all of Assignor's rights, title and interest in, to and under the Assigned Assets;

NOW THEREFORE, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Assignment. Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor's rights, title, and interest in, to and under the Assigned Assets. Such assignment includes, without limitation, the transfer to Assignee of the sole and exclusive right to:

- a. demand and receive payment of the obligations represented by the Account Receivable;
- b. issue payment instructions with respect to the payment of the obligations represented by the Account Receivable;
- c. enforce any security interest or other rights the Assignor may have in the assets of the patient; and
- d. enforce all other rights and remedies of Assignor under the Assigned Assets (including, without limitation, all rights and remedies of a secured creditor under the applicable Uniform Commercial Code or other applicable law to the extent of any security interest arising under or in connection with the Assigned Assets). The Assignee shall not be deemed by anything contained herein, or in any other agreement among the Assignee, the Assignor, and Patient or his/her attorney, to have assumed any liabilities whatsoever relating to, or arising out of, directly or indirectly, any Assigned Asset.

3. Outstanding Medical Charges. Assignor represents and warrants to Assignee that:

a. the total amount of the Account Receivable due under the Assigned Assets is as set out on Exhibit A,

b. Assignor is the sole and exclusive owner of, and has valid title to, the Account Receivable, free and clear of all liens;

c. all obligations represented by the Account Receivable result from the provision by Assignor or any employee, agent or other affiliate thereof of bona fide medical services at reasonable and customary rates;

d. there are no claims pending or threatened against Assignor (including claims of set-off) relating to the services giving rise to the Account Receivable, nor is there any basis for any such claim;

e. there exist no disputes with regard to the validity or collectability of the Account Receivable, nor is there any basis for any such dispute; and

f. neither Assignor nor, to Assignor's knowledge, the Patient or his/her attorney named in any Assigned Asset is in breach of any provision of the Assigned Assets.

4. Payment. In consideration of this Assignment, Assignee shall pay to Assignor the sum set out in Exhibit A upon the execution and delivery hereof.

5. Notice of Assignment. Upon execution of this Assignment, Assignor hereby authorizes Assignee to provide immediate written notice of this Assignment to Patient and his/her attorney.

6. Duty to Cooperate. The Assignor, its agents, employees, members, shareholders, representatives and/or doctors agree to use its best efforts to maximize the recovery of the assigned contracts/receivables, including but not limited to complying with any reasonable request for information or documentation by Assignee, complying in a timely manner with all subpoenas served on Assignor relating to any patient listed on Exhibit "A" and to cooperate in any reasonable manner with counsel for said patients and/or Assignee.

7. Sale Treatment; Security Interest. Assignor agrees to: (i) treat transfers to the Assignee of the Assigned Assets as a sale for all purposes; (ii) not treat any Assigned Asset as an asset on the Assignor's books and records; (iii) not assign or grant any security interest in any Assigned Asset; (iv) obtain all consents from

Assignor's Initials PW

Assignee's Initials JA

EXHIBIT 13

patients that are required by law in order for the Assignee or its designee, if any, to obtain information needed to obtain payment from the proceeds of a Patients related claim or lawsuit; and(v) not claim any ownership interest in any Assigned Asset.

In the event that, contrary to the mutual intent of the Assignor and the Assignee, the sale and purchase of any Assigned Asset hereunder is not characterized as a sale, then the Assignor hereby grants to the Assignee, effective as of the date hereof, a first priority security interest in and to the Assigned Assets (together with all accounts, chattel paper, and general intangibles related thereto, all rights, remedies, guarantees, security interests, and liens in respect of any of the foregoing, if any, all records (other than patient medical records to the extent protected from disclosure by law), and other information necessary or relevant to the collection of the Assigned Assets, and all proceeds of any of the foregoing) to secure the repayment of all amounts advanced to or for the benefit of the Assignor. This Assignment Agreement shall be deemed to be a security agreement for such purposes.

8. Execution in Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same agreement.

9. Severability. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected thereby.

10. Amendments. No modification, waiver or amendment of this Assignment shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver or amendment is sought.

11. Governing Law. This Assignment shall be governed by the laws of the State of Florida without regard to the conflicts of law principles thereof.

12. Assignment. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Assignee and any successor or assign thereof may at any time assign or transfer any of its rights or obligations hereunder without notice to or the consent of the Assignor. Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Assignee. Any purported assignment in violation of the foregoing shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Assignment (CA411) as of the date written above.

ASSIGNOR: Dr. Paul Williams
1660 Hwy 100 South
St Louis Park, MN

ASSIGNEE: Tri-Med Corporation
3905 Tampa Road, #2304
Oldsmar, FL 34677

Signed By: Paul Williams

Signed By: Jeremy Anderson

Printed name: Paul Williams

Printed name: Jeremy Anderson

Title: Pres.

Date 3/20/13

Title: President

Date 3/20/13

EXHIBIT A (CA411)

PATIENTS	TOTAL MEDICAL CHARGES	PURCHASE PRICE
Michael Thorson	\$100,000.02	\$ 30,000 (30%)

Assignor's Initials PW

Assignee's Initials JA



EXHIBIT 13

ASSIGNMENT OF MEDICAL RECEIVABLES (CA412)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 19th day of March, 2013, by and between Dr. Paul Williams the ("Assignor") and Tri-Med Corporation, the ("Assignee").

WHEREAS, the Patient(s) listed on Exhibit A owe Assignor certain outstanding medical charges as set forth on Exhibit A (collectively, the "Account Receivable");

WHEREAS, the Account Receivable and all related rights (including, but not limited to, all of Assignor's rights under letters of protection relating thereto and all of Assignor's rights as a secured party in respect thereof) are referred to herein as the "Assigned Assets";

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, all of Assignor's rights, title and interest in, to and under the Assigned Assets;

NOW THEREFORE, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Assignment. Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor's rights, title, and interest in, to and under the Assigned Assets. Such assignment includes, without limitation, the transfer to Assignee of the sole and exclusive right to:
 - a. demand and receive payment of the obligations represented by the Account Receivable;
 - b. issue payment instructions with respect to the payment of the obligations represented by the Account Receivable;
 - c. enforce any security interest or other rights the Assignor may have in the assets of the patient; and
 - d. enforce all other rights and remedies of Assignor under the Assigned Assets (including, without limitation, all rights and remedies of a secured creditor under the applicable Uniform Commercial Code or other applicable law to the extent of any security interest arising under or in connection with the Assigned Assets). The Assignee shall not be deemed by anything contained herein, or in any other agreement among the Assignee, the Assignor, and Patient or his/her attorney, to have assumed any liabilities whatsoever relating to, or arising out of, directly or indirectly, any Assigned Asset.
3. Outstanding Medical Charges. Assignor represents and warrants to Assignee that:

- a. the total amount of the Account Receivable due under the Assigned Assets is as set out on Exhibit A,
 - b. Assignor is the sole and exclusive owner of, and has valid title to, the Account Receivable, free and clear of all liens;
 - c. all obligations represented by the Account Receivable result from the provision by Assignor or any employee, agent or other affiliate thereof of bona fide medical services at reasonable and customary rates;
 - d. there are no claims pending or threatened against Assignor (including claims of set-off) relating to the services giving rise to the Account Receivable, nor is there any basis for any such claim;
 - e. there exist no disputes with regard to the validity or collectability of the Account Receivable, nor is there any basis for any such dispute; and
 - f. neither Assignor nor, to Assignor's knowledge, the Patient or his/her attorney named in any Assigned Asset is in breach of any provision of the Assigned Assets.
4. Payment. In consideration of this Assignment, Assignee shall pay to Assignor the sum set out in Exhibit A upon the execution and delivery hereof.
 5. Notice of Assignment. Upon execution of this Assignment, Assignor hereby authorizes Assignee to provide immediate written notice of this Assignment to Patient and his/her attorney.
 6. Duty to Cooperate. The Assignor, its agents, employees, members, shareholders, representatives and/or doctors agree to use its best efforts to maximize the recovery of the assigned contracts/receivables, including but not limited to complying with any reasonable request for information or documentation by Assignee, complying in a timely manner with all subpoenas served on Assignor relating to any patient listed on Exhibit "A" and to cooperate in any reasonable manner with counsel for said patients and/or Assignee.
 7. Sale Treatment; Security Interest. Assignor agrees to: (i) treat transfers to the Assignee of the Assigned Assets as a sale for all purposes; (ii) not treat any Assigned Asset as an asset on the Assignor's books and records; (iii) not assign or grant any security interest in any Assigned Asset; (iv) obtain all consents from

Assignor's Initials PW

Assignee's Initials TA

EXHIBIT 13

patients that are required by law in order for the Assignee or its designee, if any, to obtain information needed to obtain payment from the proceeds of a Patients related claim or lawsuit; and(v) not claim any ownership interest in any Assigned Asset.

In the event that, contrary to the mutual intent of the Assignor and the Assignee, the sale and purchase of any Assigned Asset hereunder is not characterized as a sale, then the Assignor hereby grants to the Assignee, effective as of the date hereof, a first priority security interest in and to the Assigned Assets (together with all accounts, chattel paper, and general intangibles related thereto, all rights, remedies, guarantees, security interests, and liens in respect of any of the foregoing, if any, all records (other than patient medical records to the extent protected from disclosure by law), and other information necessary or relevant to the collection of the Assigned Assets, and all proceeds of any of the foregoing) to secure the repayment of all amounts advanced to or for the benefit of the Assignor. This Assignment Agreement shall be deemed to be a security agreement for such purposes.

8. Execution in Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same agreement.

9. Severability. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected thereby.

10. Amendments. No modification, waiver or amendment of this Assignment shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver or amendment is sought.

11. Governing Law. This Assignment shall be governed by the laws of the State of Florida without regard to the conflicts of law principles thereof.

12. Assignment. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Assignee and any successor or assign thereof may at any time assign or transfer any of its rights or obligations hereunder without notice to or the consent of the Assignor. Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Assignee. Any purported assignment in violation of the foregoing shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Assignment (CA412) as of the date written above.

ASSIGNOR: Dr. Paul Williams
1660 Hwy 100 South
St Louis Park, MN

ASSIGNEE: Tri-Med Corporation
3905 Tampa Road, #2304
Oldsmar, FL 34677

Signed By: *Paul Williams*

Signed By: *Jeremy Anderson*

Printed name: Paul Williams

Printed name: Jeremy Anderson

Title: Pres

Date 3/20/13

Title: President

Date 3/20/13

EXHIBIT A (CA412)

PATIENTS	TOTAL MEDICAL CHARGES	PURCHASE PRICE
Patrick Karlson	\$ 66,666.67	\$ 20,000 (30%)

Assignor's Initials *PW*

Assignee's Initials *JA*

EXHIBIT 13

ASSIGNMENT OF MEDICAL RECEIVABLES (CA413)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 19th day of March, 2013, by and between Dr. Paul Williams the ("Assignor") and Tri-Med Corporation, the ("Assignee").

WHEREAS, the Patient(s) listed on Exhibit A owe Assignor certain outstanding medical charges as set forth on Exhibit A (collectively, the "Account Receivable");

WHEREAS, the Account Receivable and all related rights (including, but not limited to, all of Assignor's rights under letters of protection relating thereto and all of Assignor's rights as a secured party in respect thereof) are referred to herein as the "Assigned Assets";

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, all of Assignor's rights, title and interest in, to and under the Assigned Assets;

NOW THEREFORE, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Assignment. Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor's rights, title, and interest in, to and under the Assigned Assets. Such assignment includes, without limitation, the transfer to Assignee of the sole and exclusive right to:

a. demand and receive payment of the obligations represented by the Account Receivable;

b. issue payment instructions with respect to the payment of the obligations represented by the Account Receivable;

c. enforce any security interest or other rights the Assignor may have in the assets of the patient; and

d. enforce all other rights and remedies of Assignor under the Assigned Assets (including, without limitation, all rights and remedies of a secured creditor under the applicable Uniform Commercial Code or other applicable law to the extent of any security interest arising under or in connection with the Assigned Assets). The Assignee shall not be deemed by anything contained herein, or in any other agreement among the Assignee, the Assignor, and Patient or his/her attorney, to have assumed any liabilities whatsoever relating to, or arising out of, directly or indirectly, any Assigned Asset.

3. Outstanding Medical Charges. Assignor represents and warrants to Assignee that:

a. the total amount of the Account Receivable due under the Assigned Assets is as set out on Exhibit A,

b. Assignor is the sole and exclusive owner of, and has valid title to, the Account Receivable, free and clear of all liens;

c. all obligations represented by the Account Receivable result from the provision by Assignor or any employee, agent or other affiliate thereof of bona fide medical services at reasonable and customary rates;

d. there are no claims pending or threatened against Assignor (including claims of set-off) relating to the services giving rise to the Account Receivable, nor is there any basis for any such claim;

e. there exist no disputes with regard to the validity or collectability of the Account Receivable, nor is there any basis for any such dispute; and

f. neither Assignor nor, to Assignor's knowledge, the Patient or his/her attorney named in any Assigned Asset is in breach of any provision of the Assigned Assets.

4. Payment. In consideration of this Assignment, Assignee shall pay to Assignor the sum set out in Exhibit A upon the execution and delivery hereof.

5. Notice of Assignment. Upon execution of this Assignment, Assignor hereby authorizes Assignee to provide immediate written notice of this Assignment to Patient and his/her attorney.

6. Duty to Cooperate. The Assignor, its agents, employees, members, shareholders, representatives and/or doctors agree to use its best efforts to maximize the recovery of the assigned contracts/receivables, including but not limited to complying with any reasonable request for information or documentation by Assignee, complying in a timely manner with all subpoenas served on Assignor relating to any patient listed on Exhibit "A" and to cooperate in any reasonable manner with counsel for said patients and/or Assignee.

7. Sale Treatment; Security Interest. Assignor agrees to: (i) treat transfers to the Assignee of the Assigned Assets as a sale for all purposes; (ii) not treat any Assigned Asset as an asset on the Assignor's books and records; (iii) not assign or grant any security interest in any Assigned Asset; (iv) obtain all consents from

Assignor's Initials

PW

Assignee's Initials

JA

EXHIBIT 13

patients that are required by law in order for the Assignee or its designee, if any, to obtain information needed to obtain payment from the proceeds of a Patients related claim or lawsuit; and(v) not claim any ownership interest in any Assigned Asset.

In the event that, contrary to the mutual intent of the Assignor and the Assignee, the sale and purchase of any Assigned Asset hereunder is not characterized as a sale, then the Assignor hereby grants to the Assignee, effective as of the date hereof, a first priority security interest in and to the Assigned Assets (together with all accounts, chattel paper, and general intangibles related thereto, all rights, remedies, guarantees, security interests, and liens in respect of any of the foregoing, if any, all records (other than patient medical records to the extent protected from disclosure by law), and other information necessary or relevant to the collection of the Assigned Assets, and all proceeds of any of the foregoing) to secure the repayment of all amounts advanced to or for the benefit of the Assignor. This Assignment Agreement shall be deemed to be a security agreement for such purposes.

8. Execution in Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same agreement.

9. Severability. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected thereby.

10. Amendments. No modification, waiver or amendment of this Assignment shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver or amendment is sought.

11. Governing Law. This Assignment shall be governed by the laws of the State of Florida without regard to the conflicts of law principles thereof.

12. Assignment. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Assignee and any successor or assign thereof may at any time assign or transfer any of its rights or obligations hereunder without notice to or the consent of the Assignor. Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Assignee. Any purported assignment in violation of the foregoing shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Assignment (CA413) as of the date written above.

ASSIGNOR: Dr. Paul Williams
1660 Hwy 100 South
St Louis Park, MN

ASSIGNEE: Tri-Med Corporation
3905 Tampa Road, #2304
Oldsmar, FL 34677

Signed By: *Paul Williams*

Signed By: *Jeremy Anderson*

Printed name: Paul Williams

Printed name: Jeremy Anderson

Title: Pres.

Date 3/20/13

Title: President Date 3/20/13

EXHIBIT A (CA413)

PATIENTS	TOTAL MEDICAL CHARGES	PURCHASE PRICE
Leah Lottman	\$ 100,000.00	\$ 30,000 (30%)

Assignor's Initials *PW*

Assignee's Initials *JA*

EXHIBIT 13

ASSIGNMENT OF MEDICAL RECEIVABLES (CA414)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 19th day of March, 2013, by and between Dr. Paul Williams the ("Assignor") and Tri-Med Corporation, the ("Assignee").

WHEREAS, the Patient(s) listed on Exhibit A owe Assignor certain outstanding medical charges as set forth on Exhibit A (collectively, the "Account Receivable");

WHEREAS, the Account Receivable and all related rights (including, but not limited to, all of Assignor's rights under letters of protection relating thereto and all of Assignor's rights as a secured party in respect thereof) are referred to herein as the "Assigned Assets";

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, all of Assignor's rights, title and interest in, to and under the Assigned Assets;

NOW THEREFORE, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Assignment. Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor's rights, title, and interest in, to and under the Assigned Assets. Such assignment includes, without limitation, the transfer to Assignee of the sole and exclusive right to:
 - a. demand and receive payment of the obligations represented by the Account Receivable;
 - b. issue payment instructions with respect to the payment of the obligations represented by the Account Receivable;
 - c. enforce any security interest or other rights the Assignor may have in the assets of the patient; and
 - d. enforce all other rights and remedies of Assignor under the Assigned Assets (including, without limitation, all rights and remedies of a secured creditor under the applicable Uniform Commercial Code or other applicable law to the extent of any security interest arising under or in connection with the Assigned Assets). The Assignee shall not be deemed by anything contained herein, or in any other agreement among the Assignee, the Assignor, and Patient or his/her attorney, to have assumed any liabilities whatsoever relating to, or arising out of, directly or indirectly, any Assigned Asset.
3. Outstanding Medical Charges. Assignor represents and warrants to Assignee that:

a. the total amount of the Account Receivable due under the Assigned Assets is as set out on Exhibit A,

b. Assignor is the sole and exclusive owner of, and has valid title to, the Account Receivable, free and clear of all liens;

c. all obligations represented by the Account Receivable result from the provision by Assignor or any employee, agent or other affiliate thereof of bona fide medical services at reasonable and customary rates;

d. there are no claims pending or threatened against Assignor (including claims of set-off) relating to the services giving rise to the Account Receivable, nor is there any basis for any such claim;

e. there exist no disputes with regard to the validity or collectability of the Account Receivable, nor is there any basis for any such dispute; and

f. neither Assignor nor, to Assignor's knowledge, the Patient or his/her attorney named in any Assigned Asset is in breach of any provision of the Assigned Assets.

4. Payment. In consideration of this Assignment, Assignee shall pay to Assignor the sum set out in Exhibit A upon the execution and delivery hereof.

5. Notice of Assignment. Upon execution of this Assignment, Assignor hereby authorizes Assignee to provide immediate written notice of this Assignment to Patient and his/her attorney.

6. Duty to Cooperate. The Assignor, its agents, employees, members, shareholders, representatives and/or doctors agree to use its best efforts to maximize the recovery of the assigned contracts/receivables, including but not limited to complying with any reasonable request for information or documentation by Assignee, complying in a timely manner with all subpoenas served on Assignor relating to any patient listed on Exhibit "A" and to cooperate in any reasonable manner with counsel for said patients and/or Assignee.

7. Sale Treatment; Security Interest. Assignor agrees to: (i) treat transfers to the Assignee of the Assigned Assets as a sale for all purposes; (ii) not treat any Assigned Asset as an asset on the Assignor's books and records; (iii) not assign or grant any security interest in any Assigned Asset; (iv) obtain all consents from

Assignor's Initials PW

Assignee's Initials TA

EXHIBIT 13

patients that are required by law in order for the Assignee or its designee, if any, to obtain information needed to obtain payment from the proceeds of a Patients related claim or lawsuit; and(v) not claim any ownership interest in any Assigned Asset.

In the event that, contrary to the mutual intent of the Assignor and the Assignee, the sale and purchase of any Assigned Asset hereunder is not characterized as a sale, then the Assignor hereby grants to the Assignee, effective as of the date hereof, a first priority security interest in and to the Assigned Assets (together with all accounts, chattel paper, and general intangibles related thereto, all rights, remedies, guarantees, security interests, and liens in respect of any of the foregoing, if any, all records (other than patient medical records to the extent protected from disclosure by law), and other information necessary or relevant to the collection of the Assigned Assets, and all proceeds of any of the foregoing) to secure the repayment of all amounts advanced to or for the benefit of the Assignor. This Assignment Agreement shall be deemed to be a security agreement for such purposes.

8. Execution in Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same agreement.

9. Severability. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected thereby.

10. Amendments. No modification, waiver or amendment of this Assignment shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver or amendment is sought.

11. Governing Law. This Assignment shall be governed by the laws of the State of Florida without regard to the conflicts of law principles thereof.

12. Assignment. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Assignee and any successor or assign thereof may at any time assign or transfer any of its rights or obligations hereunder without notice to or the consent of the Assignor. Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Assignee. Any purported assignment in violation of the foregoing shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Assignment (CA414) as of the date written above.

ASSIGNOR: Dr. Paul Williams
1660 Hwy 100 South
St Louis Park, MN

ASSIGNEE: Tri-Med Corporation
3905 Tampa Road, #2304
Oldsmar, FL 34677

Signed By: *Paul Williams*

Signed By: *Jeremy Anderson*

Printed name: Paul Williams

Printed name: Jeremy Anderson

Title: Pres.

Date 3/20/13

Title: President

Date 3/20/13

EXHIBIT A (CA414)

PATIENTS	TOTAL MEDICAL CHARGES	PURCHASE PRICE
Brian Allen	\$ 66,666.67	\$ 20,000 (30%)

Assignor's Initials *PW*

Assignee's Initials *JA*

AFFIDAVIT OF JAMES R. SCHWEBEL

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

James R. Schwebel, being duly sworn upon oath, states:

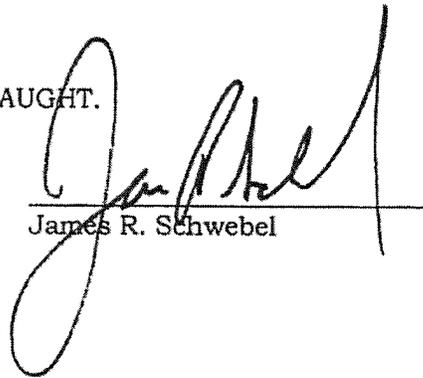
1. Affiant states and declares that I am an attorney duly licensed to practice law in the state of Minnesota, and am the managing partner in the law firm of Schwebel, Goetz & Sieben, PA., 5120 IDS Center, Minneapolis, MN 55402.

2. Affiant has read the email of Friday, March 13, 2015 from Arthur Gordon of the Florida Office of Financial Regulation along with an attached document reported to be a letter of protection signed by me and attached hereto and incorporated herein as Exhibit "A".

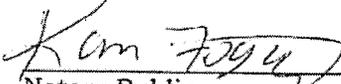
3. Affiant states and declares that I am not the attorney for Mr. Michael Thorson, date of birth, 07/14/1979, nor am I familiar with that person.

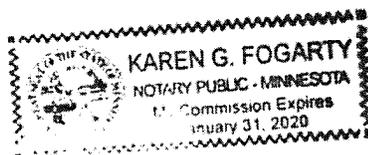
4. Affiant states and declares that I did not sign Exhibit "A" and that said endorsement does not resemble my signature as evidenced by my actual signature to this affidavit.

FURTHER YOUR AFFIANT SAYETH NAUGHT.


James R. Schwebel

Subscribed and sworn to before me
this 04 day of March, 2015.


Notary Public



West End Wellness
Dr. Paul Williams
1660 Hwy 100
St. Louis Park, MN 55416
Ph 952 500 8477 Fx 952 500 8479

LETTER OF PROTECTION

Attorney Name: James Schwebel
Address: 80 S. 8th St Minneapolis, MN 55402
Phone #: 651 777 777 Fax#: _____
Patient Name: Michael Thorsen
Address: _____
DOB: 79 DOI: 09-08-12

I authorize West End Wellness / Dr. Paul Williams to furnish the undersigned attorney with a full report (including any x-rays or MRI reports) of my examination, diagnosis, treatment and prognosis regarding the above accident.

I also direct the undersigned attorney to pay directly West End Wellness / Dr. Paul Williams such sums as may be due and owing for medical services rendered to me both by reason of this accident and by reason of any other bills that are associated with this accident and to withhold such sums from any insurance payments from whatever source, settlement, judgment or verdict as may be necessary to adequately protect West End Wellness / Dr. Paul Williams. I hereby further give a lien on my case to West End Wellness / Dr. Paul Williams against all proceeds of any insurance payments from whatever source, settlement, judgment or verdict which may be paid to the undersigned attorney or me as a result of the injuries for which I have been treated or injuries in connection therewith.

I fully understand that I am directly and fully responsible to West End Wellness / Dr. Paul Williams for all bills for services rendered to me. I further understand that payment is not contingent upon any settlement, judgment or verdict.

It is my intent that this assignment be irrevocable. If the undersigned should engage in co-counsel or substitute attorneys, the undersigned agrees to submit written notification of such change and the name and phone number of the other attorney or law firm within (5) days to:

West End Wellness
1660 Hwy 100
St. Louis Park, MN 55416

3-13-15
651-777-7777
Karen-Admin
No CLIENT
LAST

WOULD BE ON
FIRM'S letter head

~~Kfogarty~~

Kfogarty@

Schwebel.com

EXHIBIT 14

West End Wellness
Dr. Paul Williams
1660 Hwy 100
St. Louis Park, MN 55416
Ph 952 500 8477 Fx 952 500 8479

LETTER OF PROTECTION

In the event it becomes necessary for West End Wellness / Dr. Paul Williams to enforce the terms of this agreement against the undersigned, West End Wellness / Dr. Paul Williams shall be entitled to recover all costs incurred including, but not limited to, collection agency commissions and attorney's fees for services rendered in connection with any enforcement of breach of this agreement (including any appellate and post judgment proceedings.)

PATIENT SIGNATURE: *Michael Thorson* DATE: 10-4-12

PRINTED NAME: Michael Thorson DATE: 10-4-12

WITNESSES BY: *Judd Johnson* DATE: 10-4-12

The undersigned, being the attorney of record for the above patient, and in consideration of the doctor's agreement to testify, provide medical reports or be deposed, does hereby agree to observe the above terms. The undersigned also agrees to withhold insurance sums from whatever source, settlement, judgment or verdict as may be necessary to adequately protect West End Wellness / Dr. Paul Williams and pay the agreed-upon amount to West End Wellness / Dr. Paul Williams within five (5) days after receipt.

Should there occur a substitution of counsel, referral to another attorney or law firm, or should the attorney/client relationship be terminated or modified in any manner, the attorney agrees to submit written notification of such change and the name and phone number of the other attorney or law firm, if known, within (5) days to:

West End Wellness
Dr. Paul Williams
1660 Hwy 100
St. Louis Park, MN 55416

The undersigned will personally be responsible for the payment of all non-medical services which West End Wellness / Dr. Paul Williams personnel may be requested to provide. Such charges (for example, medical reports, deposition fees, trial testimony fees, etc.) are not on a contingency basis, but shall be paid to West End Wellness / Dr. Paul Williams regardless of the outcome of any litigation.

In the event it becomes necessary to West End Wellness / Dr. Paul Williams to enforce the terms of this agreement, West End Wellness / Dr. Paul Williams shall be entitled to recover all costs incurred including, but not limited to, attorney's fees (including any appellate and post judgment proceedings.)

ATTORNEY'S SIGNATURE: *Judd Johnson* DATE: 10-10-12

8087

TRI-MED CORPORATION

OPERATING ACCOUNT
34931 US HIGHWAY 19 N. STE 104
PALM HARBOR, FL 34684-1901

Wells Fargo, N.A.

63-751-631

4/25/2013

PAY TO THE ORDER OF DR PAUL WILLIAMS

\$ **50,000.00

Fifty Thousand and 00/100 ***** DOLLARS

DR PAUL WILLIAMS
1660 HWY 100 SOUTH
ST LOUIS PARK, MN



[Handwritten Signature]

AUTHORIZED SIGNATURE

Security features. Details on back.



MEMO PNY OF AN ASSIGNMENT OF MED RECEIVALBE

⑈008087⑈ ⑆063107513⑆

0065⑈

>075900575<Associated Bank <20130426>

⑆7518⑆

[Handwritten scribble]

REQUEST 0000563372800000 50000.00
ROLL ECIA 20130426 000008723263197
JOB ECIA P ACCT 0065
REQUESTOR U138830
8510867 03/07/2014

Subpoena Processing Philadelphia
Y1372-110
Philadelphia PA 19101

EXHIBIT 16

DEPOSIT TICKET 75-87789

TRI-MED MANAGEMENT INC
 10005 WAZATA BLVD SUITE 200
 MINNETONKA, MN 55369

Associated Bank

DATE 7/1/13

CURRENCY 10,000.00

CHECK NO. 10000

AMOUNT 10,000.00

ACCOUNT NO. 1210

DATE OF DEPOSIT 07-01-2013

AMOUNT OF DEPOSIT 10,000.00

Serial 0

ADDITIONAL CHECK LISTING SPACE

FOR DUPLICATES, DELETED CHECKS, OR CHECKS NOT PAID TO MAKE CHECKS OF STRIPES ON THE SIDE

>075900575<Associated Bank < <000911954699>

Account 1210 Date 07-01-2013 Amount 10000.00 Serial 0
 AcctCC 1210

10050

TRI-MED CORPORATION
 MINNESOTA OFFICE EXPENSE ACCT
 34921 US HIGHWAY 12 N., STE 104
 PALM HARBOR, FL 34684-1901

Wells Fargo, N.A.
 63-751-621

DATE 7/1/13

PAY TO THE ORDER OF Tri Med Management \$ 10,000.00

Tom [Signature] DOLLARS

MEMO Tri med management contrib.

10050

>075900575<Associated Bank < <000911954700>

Account 0107 Date 07-01-2013 Amount 10000.00
 Serial 10050 AcctCC 0107

EXHIBIT 16

DEPOSIT TICKET
 TRI-MED MANAGEMENT INC
 10005 WAZYATA BLVD SUITE 300
 MINNETONKA, MN 55350

Associated Bank

DATE: 8/22/13

CURRENCY: USD

CHECKS: 1000.00

AMOUNT: \$ 1,000.00

1000000555

Account 1210 Date 08-22-2013 Amount 1000.00 Serial 0
 AcctCC 1210

ADDITIONAL CHECK LISTING SPACE
 FOR MULTIPLE CHECKS FROM STATES
 THAT DO NOT HAVE CHECKS OR
 ENTRIES ON THIS SIDE

1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
TOTAL			

10075

TRI-MED CORPORATION
 MINNESOTA OFFICE EXPENSE ACCT
 2021 15 1/2 WYOMING ST. N.E.
 FARM HARBOR, FL 34684-1991

Wells Fargo, N.A.
 63-751-631

8/21/13

PAY TO THE ORDER OF TRI-MED MANAGEMENT INC \$ 1,000.00 DOLLARS

MEMO: 10075

10075 0634075134 0107

Account 0107 Date 08-22-2013 Amount 1000.00
 Serial 10075 AcctCC 0107

>075900575<Associated Bank <
 ><000912048809>

EXHIBIT 16

7407-710
DEPOSIT TICKET

TRI-MED MANAGEMENT INC
10800 WALKWAY BLVD SUITE 200
MINNETONKA, MN 55345

Associated Bank

DATE	AMOUNT	CURRENCY	CHECK NO.	DEPOSIT TO
	8,500.00		8500	

\$ 8,500.00

⑆500110010⑆ ⑆210⑆

ADDITIONAL CHECK LISTING

LINE	DATE	AMOUNT	CHECK NO.	DEPOSIT TO
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				
TOTAL				

⑆075900575⑆Associated Bank < ⑆000912768861⑆

Account: 1210 Date 08-30-2013 Amount 8500.00 Serial 0
 AcctC 1210

10080

TRI-MED CORPORATION
MINNESOTA OFFICE EXPENSE ACCT
34531 US HIGHWAY 10 N. STE. 104
PALM HARBOR, FL 34684-1901

Wells Fargo, N.A.
63-751-631

8/30/13

PAY TO THE ORDER OF TRI-MED MANAGEMENT \$8,500

A. David Borchelt DOLLARS

MEMO

⑆010080⑆ ⑆063107513⑆ ⑆0107⑆

ADDITIONAL CHECK LISTING

LINE	DATE	AMOUNT	CHECK NO.	DEPOSIT TO
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				
TOTAL				

⑆075900575⑆Associated Bank • ⑆0⑆ <000912768862⑆

Account: 0107 Date 08-30-2013 Amount 8500.00
 Serial 10080 AcctCC 0107

EXHIBIT 16

DEPOSIT TICKET 79-27-79

TRIMES MANAGEMENT INC
10653 WAYZATA BLVD SUITE 200
MINNETONKA, MN 55305

Associated Bank

DATE: 9/27/13

CURRENCY: 7000.00

CHECKS: 7000.00

AMOUNT: \$ 7,000.00

⑆500140040⑆

ADDITIONAL CHECK LISTING SPACE

FOR DEPOSIT IN THIS CHECK REGISTER
OR PHOTO MAKE CHECKS OF
ENTRIES ON THE OTHER

>075900575<Associated Bank > <000912058325>

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
70	
71	
72	
73	
74	
75	
76	
77	
78	
79	
80	
81	
82	
83	
84	
85	
86	
87	
88	
89	
90	
91	
92	
93	
94	
95	
96	
97	
98	
99	
00	

Account 1210 Date 09-27-2013 Amount 7000.00 Serial 0
AcctCC: 1210

INTERVENTIONAL PAIN CENTER PLLC 5219
10653 WAYZATA BLVD, SUITE 200
MINNETONKA, MN 55305

DATE: 9/27/13 75-7146-2919

PAY TO THE ORDER OF: Tr. Med Management \$ 7,000.00

Sum Paul + Co DOLLARS

VOYAGER 803-344-6000
12013 Wayzata Boulevard
Minnetonka, MN 55305

FOR: M. J.

⑆005219⑆ ⑆291971469⑆ 0553⑆

>075900575<Associated Bank > <000912058326>

Account 0553 Date 09-27-2013 Amount 7000.00 Serial 5219
AcctCC: 0553

EXHIBIT 16

Associated Bank

ACCOUNT NUMBER **9429**

SAVINGS DEPOSIT

CASH **22.95**

CHECKS **22.95**

TOTAL FROM OTHER S/S **22.95**

LESS CASH RECEIVED

NET DEPOSIT \$ **22.95**

NAME: **TRIMED MANAGEMENT**

SIGNATURE: *[Signature]*

NET DEPOSIT \$ **22.95**

⑆500120011⑆

Account 9429 Date 10-09-2013 Amount 22.95 Serial 0
AcctCC 9429

1	CHECKS LIST SEPARATELY	DOLLARS	CENTS
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
TOTAL \$ 22.95			

ENTER TOTAL ON THE FRONT OF THIS TICKET

>075900575<Associated Bank < <000912784721>

Associated Bank

DEPOSIT TICKET

TRIMED MANAGEMENT INC
10653 WAZATA BLVD SUITE 200
MINNETONKA, MN 55369

DATE: **10/9/13**

CURRENCY: **20,000.00**

CHECKS: **20,000.00**

NET DEPOSIT \$ **20,000.00**

⑆500110010⑆

Account 1210 Date 10-09-2013 Amount 20000.00 Serial 0
AcctCC 1210

ADDITIONAL CHECK LETTING SPACE

FOR DUPLICATE DEPOSIT SLIP
OR PAID TO MAKE CHECKS OR
ENTRIES ON THIS SIDE

TOTAL \$ **20,000.00**

>075900575<Associated Bank < <000912784723>

usbank All of us banking your way

ROBICHAUD, ANDERSON & ALCANTARA, P.A.
211 WASHINGTON AVE NE
MINNEAPOLIS, MN 55401

DATE: **10/3/2013**

PAY TO THE ORDER OF: **Diagnostic Pain Solutions**

Amount: **\$ 22.95**

Twenty-Two and 95/100

Diagnostic Pain Solutions

VOID AFTER ONE YEAR

⑆026777⑆

Account 0117 Date 10-09-2013 Amount 22.95
Serial 26777 AcctCC 0117

>075900575<Associated Bank < <000912784722>

Deposit in Acct # 9429

VOYAGER

INTERVENTIONAL PAIN CENTER PLLC
10653 WAZATA BLVD SUITE 200
MINNETONKA, MN 55369

DATE: **10/9/13**

PAY TO THE ORDER OF: **Trimed Management**

Amount: **\$ 20,000.00**

FOR: *[Signature]*

⑆005222⑆

Account 0553 Date 10-09-2013 Amount 20000.00 Serial 5222
AcctCC 0553

>075900575<Associated Bank < <000912784724>

Deposit in Acct # 1210

EXHIBIT 16

75-97-759

DEPOSIT TICKET

TRIMED MANAGEMENT INC
10653 WAYATA BLVD SUITE 200
MINNETONKA, MN 55305

Associated Bank

DATE: 10/14/13

CURRENCY	AMOUNT	DATE	DESCRIPTION
CASH	10,000.00		

AMOUNT \$ 10,000.00

⑆500110010⑆ 1 210⑆

ADDITIONAL CHECK LISTING SPACE

FOR DEPOSITING CHECKS TO STATES OF PAID TO MAKE CHECKS OF CHECKS ON THE DATE

DATE	AMOUNT	DESCRIPTION

TOTAL

>075900575<Associated Bank <000912062272>

Account 1210 Date 10-14-2013 Amount 10000.00 Serial 0
AcctCC 1210

INTERVENTIONAL PAIN CENTER PLLC

10653 WAYATA BLVD, SUITE 200
MINNETONKA, MN 55305

DATE: 10/14/13 75-7148-2917

PAY TO THE ORDER OF: TR: Med Management \$ 10,000.00

Ten Thousand & 00/100 DOLLARS

VOYAGER BANK

FOR: M. J.

⑆005225⑆ ⑆291971489⑆ 0553⑆

ADDITIONAL CHECK LISTING SPACE

FOR DEPOSITING CHECKS TO STATES OF PAID TO MAKE CHECKS OF CHECKS ON THE DATE

DATE	AMOUNT	DESCRIPTION

TOTAL

>075900575<Associated Bank <000912062272>

Paid 10/14/13
1210

Account 0553 Date 10-14-2013 Amount 10000.00 Serial 5226
AcctCC 0553

EXHIBIT 16

7957754

DEPOSIT TICKET

TRIMED MANAGEMENT INC
10653 WAZATA BLVD SUITE 200
MINNETONKA, MN 55305

Associated Bank

DATE 10/17/13

CURRENCY	CHECKS	DEPOSIT
1	2000.00	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL \$ 2000.00

⑆500110010⑆

ADDITIONAL CHECK LISTING SPACE

FOR CHECKS IN THE STATE OF MINNESOTA
OR PAID TO MAKE CHECKS OF MINNESOTA BANKS

>075900575<Associated Bank > <000912063614>

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

Account 1210 Date 10-17-2013 Amount 2000.00 Serial 0
AcctCC 1210

5227

INTERVENTIONAL PAIN CENTER PLLC
10653 WAZATA BLVD, SUITE 200
MINNETONKA, MN 55305

DATE 10/17/13 76-7146-2910

PAY TO THE ORDER OF Trimed Management \$ 2000.00

Trimed Management

VOYAGER BANK

FOR _____

⑆0553⑆

>075900575<Associated Bank > <000912063614>

Account 0553
AcctCC 0553

Account 0553 Date 10-17-2013 Amount 2000.00 Serial 5227
AcctCC 0553

EXHIBIT 16

DEPOSIT TICKET TP-67759

TRIMED MANAGEMENT INC
10653 WAYZATA BLVD SUITE 200
MINNETONKA, MN 55365

Associated Bank

DATE: 10/28/13

CURRENCY: US DOLLARS

DATE	AMOUNT	CHECK NO.	DEPOSIT TO
	8000.00	1210	
TOTAL \$ 8,000.00			

⑆500110010⑆ 1 210⑆

ADDITIONAL CHECK LISTING SPACE

FOR DEPOSIT SLIP OR OTHER CHECKS
IF PART OF SAME CHECK OR
ENTRIES ON THE REVERSE SIDE

>075900575<Associated Bank < > <000911912971>

Account '1210 Date 10-28-2013 Amount 8000.00 Serial 0
AcctCC : '1210

INTERVENTIONAL PAIN CENTER PLLC
10653 WAYZATA BLVD, SUITE 200
MINNETONKA, MN 55365

DATE: 10/28/13 75-7148-2918

PAY TO THE ORDER OF Trimed Management \$ 8,000.00

8000.00 DOLLARS

VOYAGER BANK

FOR _____

⑆00523⑆ ⑆291971469⑆ 0553⑆

>075900575<Associated Bank < > <000911912971>

⑆
Dated 10/28/13
1210

Account '0553 Date 10-28-2013 Amount 8000.00 Serial 5231
AcctCC '0553

EXHIBIT 16

DEPOSIT TICKET 79-0759

TRU MED MANAGEMENT INC
10863 WAYZATA BLVD, SUITE 200
MINNETONKA, MN 55305

Associated Bank

DATE 11/26/13

CURRENCY	AMOUNT
CHECKS	6000.00
COIN	
TOTAL	6000.00

\$ 6,000.00

⑆500110010⑆ ⑆210⑆

Account 1210 Date 11-26-2013 Amount 6000.00 Serial 0
 AcctCC 1210

ADDITIONAL CHECK LISTING SPACE

FOR DEPOSIT IN FULL PAYMENT OF A CHECK OR CHECKS OF EQUAL OR LESS VALUE TO THE CHECKS LISTED ABOVE

DATE	AMOUNT	CHECK NO.	ACCOUNT
TOTAL			

⑆075900575⑆-Associated Bank ⑆000911925628⑆

INTERVENTIONAL PAIN CENTER PLLC 5239
10863 WAYZATA BLVD, SUITE 200
MINNETONKA, MN 55305

DATE 11/26/13 75-7148-2919

PAY TO THE ORDER OF Tru Med Management \$ 6,000.00

Dr. David DOLLARS

VOYAGER BANK 952-546-6770
10923 Wayzata Boulevard
Minnetonka, MN 55305

FOR 11/26/13 ⑆000000000⑆ ⑆5553⑆

Account 0553 Date 11-26-2013 Amount 6000.00 Serial 5239
 AcctC 0553

⑆075900575⑆-Associated Bank ⑆000911925628⑆

Deposit in Acct #
1210

EXHIBIT 16

75 57 750
DEPOSIT TICKET
 TRIMED MANAGEMENT INC
 10653 WAYZATA BLVD SUITE 200
 MINNETONKA, MN 55305

DATE 12/3/13

CURRENCY: DOLLARS
 COIN: 2000 00

AMOUNT: \$ 2,000.00

⑆500⑆100⑆10⑆ ⑆ 2 0 0 ⑆

ADDITIONAL CHECK Lining SPACE

FOR DEPOSITING BANK OF PAID TO NAME OF CHECKER

>075900575<Associated Bank < ><000911927536>

⑆500⑆100⑆10⑆ ⑆ 2 0 0 ⑆

Account 1210 Date 12-03-2013 Amount 2000.00 Serial 0
 AcctC 1210

INTERVENTIONAL PAIN CENTER PLLC
 10653 WAYZATA BLVD, SUITE 200
 MINNETONKA, MN 55305

DATE 12/3/13 75-7149-2919

PAY TO THE ORDER OF Trimed Management \$ 2000 00

Tim Deardorff
 DOLLARS

VOYAGER BANK
 600 6th Street
 10003 Victoria Blvd
 Minnetonka, MN 55305

FOR Michael J. [Signature]

⑆005245⑆ ⑆291971469⑆ ⑆0553⑆

>075900575<Associated Bank < ><000911927537>

Deposited in Acct # 210

Account 0553 Date 12-03-2013 Amount 2000.00 Serial 5245
 AcctC 0553

EXHIBIT 16

DEPOSIT TICKET 79-87-750

TOI MED MANAGEMENT INC
10853 WAYZATA BLVD SUITE 200
MINNETONKA, MN 55305

Associated Bank

DATE: 12/11/13

AMOUNT: \$ 5,000.00

ACCOUNT: 1210

DATE: 12-11-2013

AMOUNT: 5000.00

SERIAL: 0

ACCTCC: 1210

ADDITIONAL CHECK LISTING SPACE

FOR DEPOSIT TO BE MADE TO THIS ACCOUNT, THE CHECK MUST BE PAID TO MAKE PAYEE'S OF THIS BANK OR TO THE ORDER OF THE BANK.

075900575-Associated Bank <000911931363>

Account 1210 Date 12-11-2013 Amount 5000.00 Serial 0
AcctCC 1210

INTERVENTIONAL PAIN CENTER PLLC 5247
10853 WAYZATA BLVD, SUITE 200
MINNETONKA, MN 55305

DATE: 12/11/13 75-7140-2010

PAY TO THE ORDER OF: *Toi Med Management*

FOR: *Ken Paul & Co*

AMOUNT: \$ 5000.00

VOYAGER BANK

FOR: *[Signature]*

0553

075900575-Associated Bank <000911931363>

Deposited by Interact 12/10

Account 0553 Date 12-11-2013 Amount 5000.00 Serial 5247
AcctCC 553

EXHIBIT 16

7957758
DEPOSIT TICKET

TRI MED MANAGEMENT INC
10655 WAYZATA BLVD SUITE 200
MINNETONKA, MN 55305

Associated Bank

DATE 12/12/13

CONSEQUENCY
CHECKS
CHECKS: 10,000.00

TOTAL FROM OTHER BANKS
ON ATTACHED LIST

\$ 10,000.00

⑆500⑆⑆00⑆⑆0⑆

ADDITIONAL CHECK LISTING SPACE

FOR DEPOSIT IN THE STATES
OF PAID TO MAKE PRESS OF
SERIES ON THE SIDE

⑆075900575⑆-Associated Bank⑆ ⑆000911931937⑆

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

Account 1210 Date 12-12-2013 Amount 10000.00 Serial 0
AcctCC 1210

INTERVENTIONAL PAIN CENTER PLLC
10655 WAYZATA BLVD, SUITE 200
MINNETONKA, MN 55305

DATE 12/12/13 757146-2919

PAY TO THE ORDER OF Tai Med Management \$ 10,000.00

Tai Med Management DOLLARS

VOYAGER 863-345-6070
1200 Voyager Boulevard
Minnetonka, MN 55305

FOR Melissa

⑆0055249⑆ ⑆291971469⑆

⑆075900575⑆-Associated Bank⑆ ⑆000911931938⑆

Dis +
12/13 Acct #
1210

Account 0553 Date 12-12-2013 Amount 10000.00 Serial 5249
AcctCC 0553

EXHIBIT 16

DEPOSIT TICKET 7957799

TRI MED MANAGEMENT INC
10853 WAYZATA BLVD
MINNETONKA, MN 55305

Associated Bank

DATE: 12/16/13

CURRENCY	AMOUNT
DOLLARS	2000
CENTS	00

TOTAL FROM CHECKS AND DEPOSIT SLIPS \$ 2000.00

Check and other items are returned to depositor. Cashier's check is not negotiable. Signature required.

ADDITIONAL CHECK LISTING SPACE

USE CARBON PAPER FOR BACK OF CHECKS

075900575-Associated Bank <000912244426>

Account# 1210 Date 12-16-2013 Amount 2000.00 Serial 0
AcctCC 1210

INTERVENTIONAL PAIN CENTER PLLC 5253
10853 WAYZATA BLVD, SUITE 200
MINNETONKA, MN 55305

DATE: 12/14/13 75-7148-2319

PAY TO THE ORDER OF: Travis M. Murray \$ 2000.00

Travis M. Murray DOLLARS

VOYAGER 652-345-8070
12800 Voyager Dr. Minnetonka, MN 55305

FOR: Murray

⑆005253⑆ ⑆459⑆ 0553⑆

075900575-Associated Bank <000912244426>

12/27/13

Account# 0553 Date 12-16-2013 Amount 2000.00 Serial 5253
AcctCC 0553

EXHIBIT 16

DEPOSIT TICKET 79-5719

TRIMED MANAGEMENT INC
10653 WAYZATA BLVD SUITE 200
MINNETONKA, MN 55305

Associated Bank

DATE: 12/27/13

CHECKS DEPOSITED: 1

CHECKS DEPOSITED: 1

1	1	6000.00	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			
70			
71			
72			
73			
74			
75			
76			
77			
78			
79			
80			
81			
82			
83			
84			
85			
86			
87			
88			
89			
90			
91			
92			
93			
94			
95			
96			
97			
98			
99			
100			

AMOUNT \$ 6000.00

⑆500110010⑆

ADDITIONAL CHECK LISTING SPACE

075900575<Associated Bank < ><000911939228>

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

Account 1210 Date 12-27-2013 Amount 6000.00 Serial 0
 AcctCC 1210

INTERVENTIONAL PAIN CENTER PLLC 5261
 10653 WAYZATA BLVD, SUITE 200
 MINNETONKA, MN 55305

DATE: 12/27/13 75-7148-2919

PAY TO THE ORDER OF Trimed Management \$ 6,000⁰⁰

Six Thousand & no/100 DOLLARS

VOYAGER 862-844-8070
 10653 Wayzata Boulevard
 Minnetonka, MN 55305

FOR Melinda

⑆00525⑆ ⑆291971489⑆ 0553⑆

ADDITIONAL CHECK LISTING SPACE

075900575<Associated Bank < ><000911939229>

PAID TO THE ORDER OF
 INTERVENTIONAL PAIN CENTER PLLC
 10653

Account# 0553 Date 12-27-2013 Amount 6000.00 Serial 5261
 AcctCC 0553

EXHIBIT 16

79-2729
DEPOSIT TICKET
 TRIMED MANAGEMENT INC
 10853 WAYZATA BLVD SUITE 200
 MINNETONKA, MN 55305

Associated Bank

DATE: 12/30/13
 CHECKS: 4
 AMOUNT: \$ 4,000.00

5001400104 240

Account #1210 Date 12-30-2013 Amount 4000.00 Serial 0
 AcctCC #1210

ADDITIONAL CHECK LISTING SPACE
 USE CARBON PAPER FOR THE
 OF PAID TO MAKE CHECKS OF
 THE SAME AMOUNT AS THIS CHECK

>075900575<Associated Bank <000913184250>

INTERVENTIONAL PAIN CENTER PLLC 5266
 10853 WAYZATA BLVD, SUITE 200
 MINNETONKA, MN 55305

DATE: 12/30/13 75-7146-2919

PAY TO THE ORDER OF: *Trimed Management* \$ 4,000.00
Four Thousand & no/100

VOYAGER BANK
 10853 Wayzata Boulevard
 Minnetonka, MN 55305

FOR: *Made*
 #005266# 1291974469# 0553#

Account 0553 Date 12-30-2013 Amount 4000.00 Serial 5266
 Acct 0553

* FEDERAL RESERVE
 >075900575<Associated Bank <000913184251>

Done by [Signature] 12/30

EXHIBIT 16

79 87799
DEPOSIT TICKET
TRM MS MANAGEMENT INC
 10653 WAYZATA BLVD SUITE 200
 MINNETONKA, MN 55305

Associated Bank

DATE: 1/22/14
 CHECKS: 1000
 COIN: 00

1	1000	00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL: 1000
 \$ 1,000.00

ADDITIONAL CHECK LISTING SPACE
 FOR CARBON PAPER CHECKS
 OF PAID TO MAKE CHECKS OF
 MINNETONKA, MN 55305

>075900575<Associated Bank <000911950751>

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

Account 1210 Date 01-22-2014 Amount 1000.00 Serial 0
 AcctCC 1210

5279
INTERVENTIONAL PAIN CENTER PLLC
 10653 WAYZATA BLVD, SUITE 200
 MINNETONKA, MN 55305

DATE: 1/22/14 757146-2910

PAY TO THE ORDER OF: Trm Med Management \$ 1000.00
and Paul + son DOLLARS

VOYAGER BANK
 1255 Weyburn Boulevard
 Minnetonka, MN 55305

FOR: U.S.A.
 0553

>075900575<Associated Bank > <000911950752>

Deposit only 15 Acct # 1210

Account 0553 Date 01-22-2014 Amount 1000.00 Serial 5279
 AcctC 0553

EXHIBIT 16

DEPOSIT TICKET 79-27-759

TRH MED MANAGEMENT INC
10653 WAYZATA BLVD SUITE 200
MINNETONKA, MN 55305

Associated Bank

DATE: 1/23/14

DATE	AMOUNT	DESCRIPTION
1/23/14	10,000.00	DEPOSIT

\$ 10,000.00

⑆000000000000⑆ 1 210⑆

ADDITIONAL CHECK LISTING SPACE

FOR DUPLICATE SERIALS IN STATES
OR PAID TO MAKE CHECKS OF
SERIALS ON THIS SIDE

>075900575<Associated Bank <000911953324>

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	

Account 1210 Date 01-28-2014 Amount 10000.00 Serial 0
AcctCC 1210

INTERVENTIONAL PAIN CENTER PLLC 5280
10653 WAYZATA BLVD, SUITE 200
MINNETONKA, MN 55305

DATE: 1/28/14 75-7148-291F

PAY TO THE ORDER OF: *To: Med Management* \$ 10,000.00

Jan T. Zundt

VOYAGER 800-546-4070
10653 Wayzata Boulevard
Minnetonka, MN 55305

FOR: *Melan J.*

⑆005280⑆ ⑆29171459⑆ 0553⑆

>075900575<Associated Bank <000911953325>

Done by Jan T. Zundt 1/21/14

Account 0553 Date 01-28-2014 Amount 10000.00 Serial 5280
AcctCC 0553

EXHIBIT 16

DEPOSIT TICKET 7957758

TRIMED MANAGEMENT INC
10853 WAYZATA BLVD SUITE 200
MINNETONKA, MN 55305

Associated Bank

DATE: 2/5/14

CURRENCY	
COIN	
CHECKS	6400.00
TOTAL	6400.00

\$ 6,400.00

⑆50011001⑆ ⑆ 210⑆

ADDITIONAL CHECK LISTING SPACE

FOR DEPOSITING CHECKS IN THE SPACE OF PAID TO MAKE CHECKS OR CHECKS ON HAND

>075900575<Associated Bank <000913193179>

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

Account 1210 Date 02-05-2014 Amount 6400.00 Serial 0
 AcctCC 1210

INTERVENTIONAL PAIN CENTER PLLC 5284

10853 WAYZATA BLVD, SUITE 200
MINNETONKA, MN 55305

DATE 2/5/14 75-7146-2919

PAY TO THE ORDER OF Ta Med Management \$ 6,400.00

Six Thousand four hundred & no/100 DOLLARS

VOYAGER BANK 0553

FOR [Signature]

⑆005284⑆ ⑆291971469⑆

>075900575<Associated Bank < <000913193180>

Dust
11210
Acct #

Account 0553 Date 02-05-2014 Amount 6400.00 Serial 5284
 AcctC 0553

EXHIBIT 16

DEPOSIT TICKET 7547759

TRI MED MANAGERS INC
10000 WISCONSIN BLVD
MINNETONKA, MN 55305

Associated Bank

DATE: *2/11/14*

AMOUNT: \$ 2,500.00

10000 WISCONSIN BLVD
MINNETONKA, MN 55305

2570

ADDITIONAL CHECK LISTING SPACE

FOR REMITTANCE TO OTHER BANKS
OR FOR CASHING CHECKS
OR FOR DEPOSITING CHECKS
OR FOR DEPOSITING CASH

075900575-Associated Bank < 000913227988 >

Account 1210 Date 02-11-2014 Amount 2500.00 Serial 0
AcctCC 1210

INTERVENTIONAL PAIN CENTER PLLC 5289
10653 WAZATA BLVD, SUITE 200
MINNETONKA, MN 55305

DATE: *2/11/14* 75-7140-2010

PAY TO THE ORDER OF: *Tri Med Managers* \$ 2,500.00
Tri Med Managers

VOYAGER 88-345-8070
10000 Wisconsin Boulevard
Minnetonka, MN 55305

FOR: *U.S. Bank*

⑆00555⑆ ⑆1291971469⑆ ⑆0553⑆

075900575-Associated Bank < 000913227988 >

Original in Acct # 1210

Account 0553 Date 02-11-2014 Amount 2500.00 Serial 5289
AcctCC 0553

EXHIBIT 16

DEPOSIT TICKET 7481756

TRH RES MANAGEMENT INC
10959 WAYZATA BLVD SUITE 200
MINNETONKA, MN 55305

Associated Bank

DATE: 02/27/14

CURRENCY	DEPOSIT	SERIES
CHECKS	12,000.00	00
COIN		
TOTAL	12,000.00	

AMOUNT: \$ 12,000.00

⑆500110010⑆ ⑆210⑆

ADDITIONAL CHECK LISTING SPACE

FOR CASHIER USE ONLY
USE CASHIER TRACKING SYSTEM
OF MTD BANKING CENTER OF
MINNETONKA, MN 55305

NO.	DATE	AMOUNT	CHECK NO.	ISSUING BANK
1	02/27/14	12,000.00		Associated Bank

TOTAL: 12,000.00

>075900575<Associated Bank ><000913102257>

Account: 1210 Date 02-27-2014 Amount 12000.00 Serial 0
AcctCC: 1210

INTERVENTIONAL PAIN CENTER PLLC 5301
10959 WAYZATA BLVD, SUITE 200
MINNETONKA, MN 55305

DATE: 2/27/14 75-7146-2910

PAY TO THE ORDER OF: *Tr. Res Management*

Tr. Res Management \$ 12,000.00

VOYAGER 888-944-8070
10959 Wayzata Boulevard
Minnetonka, MN 55305

FOR: *Melinda*

⑆5550⑆ ⑆291167461⑆ ⑆5301⑆

>075900575<Associated Bank ><000913102258>

Deposit only is part of 1/2/10

Account: 0553 Date 02-27-2014 Amount 12000.00 Serial 5301
AcctC: 0553

EXHIBIT 16

DEPOSIT TICKET 75 57 719

TRIMED MANAGEMENT INC
10653 WAYZATA BLVD SUITE 200
MINNETONKA, MN 55305

Associated Bank

DATE	DEPOSITED BY	AMOUNT	REMARKS
	CASH	2500.00	
	CHEQUES		
	TOTAL	2500.00	

\$ 2,500.00

⑆00110010⑆ 1 210⑈

ADDITIONAL CHECK LISTING SPACE

FOR DEPOSIT BANK OF STILES
OR PAID TO MAKE CASH OF
ENTRIES ON THIS SIDE

TOTAL	075900575<Associated Bank >	000912253552>
-------	-----------------------------	---------------

Account 1210 Date 02-28-2014 Amount 2500.00 Serial 0
AcctCC 1210

INTERVENTIONAL PAIN CENTER PLLC- 5303
10653 WAYZATA BLVD, SUITE 200
MINNETONKA, MN 55305

DATE 2/28/14 75-7148-2919

PAY TO THE ORDER OF Trimed Management \$ 2,500.00

Richard & ... DOLLARS

VOYAGER 888-544-4070
12655 Voyager Boulevard
Minnetonka, MN 55305

FOR Mike

⑆005303⑆ ⑆291974469⑆ 0553⑈

ADDITIONAL CHECK LISTING SPACE

FOR DEPOSIT BANK OF STILES
OR PAID TO MAKE CASH OF
ENTRIES ON THIS SIDE

TOTAL	075900575<Associated Bank >	000912253552>
-------	-----------------------------	---------------

Accou 0553 Date 02-28-2014 Amount 2500.00 Serial 5303
AcctCt 0553

EXHIBIT 16

DEPOSIT TICKET 7547759

TRIMED MANAGEMENT INC
10653 WAYZATA BLVD SUITE 200
MINNETONKA, MN 55305

Associated Bank

DATE	CURRENCY	CHECKS	COIN	TOTAL
		9000		9000

\$ 9,000.00

⑆500110010⑆ ⑆1210⑆

ADDITIONAL CHECK LISTING SPACE

FOR DUPLICATE DEPOSIT SLIP
IF PAID TO NAME OTHER THAN
EMITTER ON THE CHECK

TOTAL		>075900575<Associated Bank	<000911973932>
-------	--	----------------------------	----------------

Account 1210 Date 03-13-2014 Amount 9000.00 Serial 0
AcctC 1210

INTERVENTIONAL PAIN CENTER PLLC 5312
10653 WAYZATA BLVD, SUITE 200
MINNETONKA, MN 55305

DATE 3/13/14 75-7146-2918

PAY TO THE ORDER OF Tru. And Margaret \$ 9000⁰⁰

David J. ... DOLLARS

VOYAGER 855-345-8078
10000 Voyager Boulevard
Minnetonka, MN 55305

FOR Melinda

⑆005312⑆ ⑆291971469⑆ ⑆0553⑆

ADDITIONAL CHECK LISTING SPACE

TOTAL		>075900575<Associated Bank>	<000911973932>
-------	--	-----------------------------	----------------

David J. ...
Acct #
1210

Account 50553 Date 03-13-2014 Amount 9000.00 Serial 5312
AcctC 0553

TRI MED MANAGEMENT
10653 WAYSATA BLVD STE 200
MINNETONKA, MN 55305-1543

5246

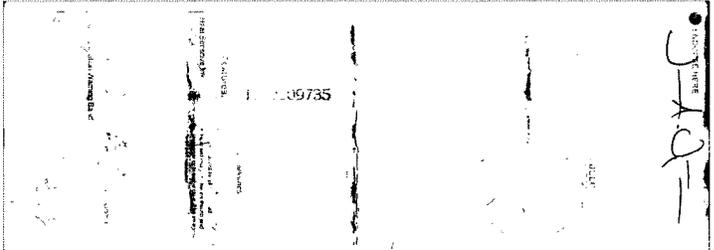
DATE 2/19/14 79-57-759

PAY TO THE ORDER OF Intelligence \$ 100.00
DOLLARS

FOR [Signature]

Associated Bank

⑆005246⑆ ⑆075900575⑆ ⑆ 240⑆



Account 1210 Date 02-19-2014 Amount 100.00 Serial 5246
AcctCC 1210

TRI MED MANAGEMENT
10653 WAYSATA BLVD STE 200
MINNETONKA, MN 55305-1543

5247

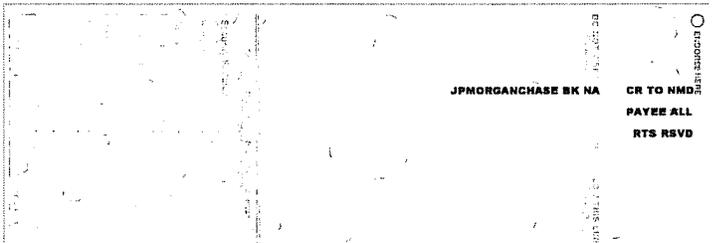
DATE 2/19/14 79-57-759

PAY TO THE ORDER OF Striker Shared Services \$ 1700.00
DOLLARS

FOR Acct 94522

Associated Bank

⑆005247⑆ ⑆075900575⑆ ⑆ 240⑆ ⑆0000170000⑆



Account 1210 Date 02-27-2014 Amount 1700.00
Serial 5247 AcctCC 1210

TRI MED MANAGEMENT
10653 WAYSATA BLVD STE 200
MINNETONKA, MN 55305-1543

5248

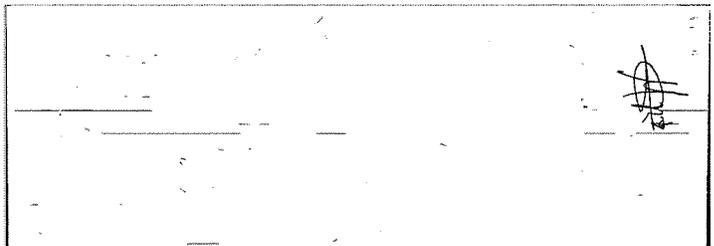
DATE 3/23/14 79-57-759

PAY TO THE ORDER OF Mega \$ 1500.00
DOLLARS

FOR Mega

Associated Bank

⑆005248⑆ ⑆075900575⑆ ⑆ 240⑆



Account 1210 Date 03-04-2014 Amount 1500.00
Serial 5248 AcctCC 1210

TRI MED MANAGEMENT
10653 WAYSATA BLVD STE 200
MINNETONKA, MN 55305-1543

5250

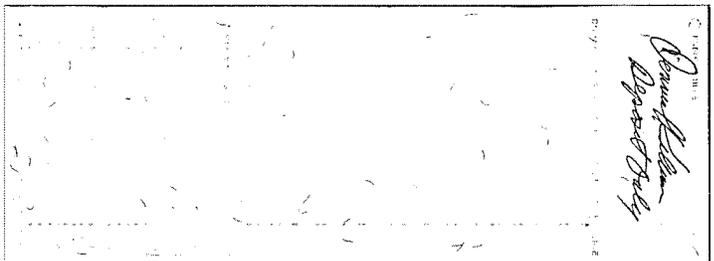
DATE 3/5/14 79-57-759

PAY TO THE ORDER OF Dennis Killian \$ 3700.00
DOLLARS

FOR Mega acct 1520 Inv

Associated Bank

⑆005250⑆ ⑆075900575⑆ ⑆ 240⑆



Account 1210 Date 03-18-2014 Amount 3700.00
Serial 5250 AcctCC 1210

TRI MED MANAGEMENT
10653 WAYSATA BLVD STE 200
MINNETONKA, MN 55305-1543

5251

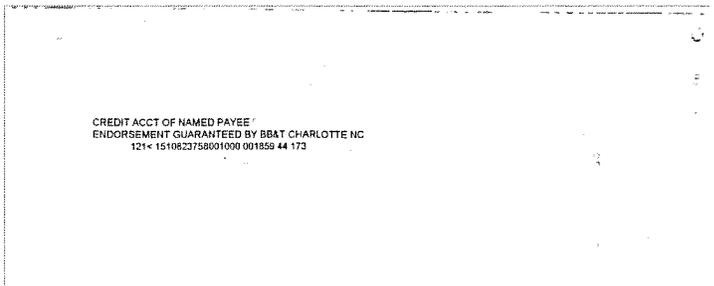
DATE 3/5/14 79-57-759

PAY TO THE ORDER OF Honors Big Group \$ 1859.44
DOLLARS

FOR [Signature]

Associated Bank

⑆005251⑆ ⑆075900575⑆ ⑆ 240⑆



Account 1210 Date 03-12-2014 Amount 1859.44
Serial 5251 AcctCC 1210

EXHIBIT 17

TRI MED MANAGEMENT
10653 WAYZATA BLVD STE 200
MINNETONKA, MN 55305-1543

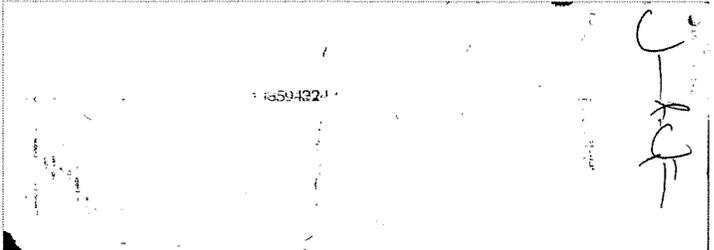
DATE 3/7/14 78-57-759

PAY TO THE ORDER OF Juan Vazquez \$ 500⁰⁰

Associated Bank

FOR Club Management IPC

1005252 1075900575 240



Accou 1210 Date 03-19-2014 Amount 500.00 Serial 5252
AcctCC 1210

TRI MED MANAGEMENT
10653 WAYZATA BLVD STE 200
MINNETONKA, MN 55305-1543

DATE 3/7/14 78-57-759

PAY TO THE ORDER OF La Piroso \$ 750⁰⁰

Associated Bank

FOR Radio IPC

1005253 1075900575 240



Account 1210 Date 03-10-2014 Amount 750.00 Serial 5253
AcctCC 1210

TRI MED MANAGEMENT
10653 WAYZATA BLVD STE 200
MINNETONKA, MN 55305-1543

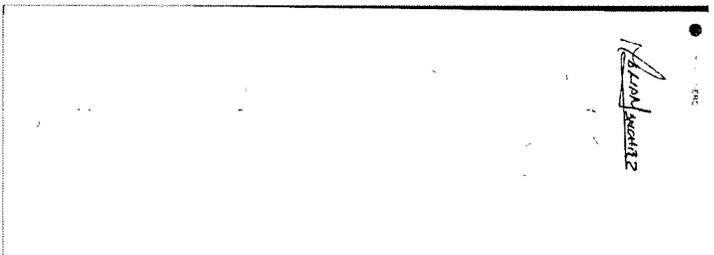
DATE 3/7/14 78-57-759

PAY TO THE ORDER OF Latina Community Bank \$ 200⁰⁰

Associated Bank

FOR

1005255 1075900575 240



Accou 1210 Date 03-13-2014 Amount 200.00 Serial 5255
AcctC 1210

TRI MED MANAGEMENT
10653 WAYZATA BLVD STE 200
MINNETONKA, MN 55305-1543

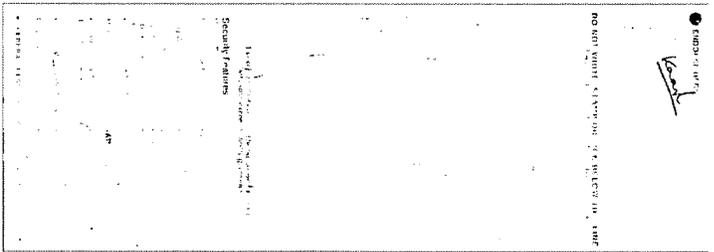
DATE 3/7/14 78-57-759

PAY TO THE ORDER OF Kaushal Wadhvani \$ 240⁰⁰

Associated Bank

FOR IT

1005256 107590057 240



Accou 1210 Date 03-13-2014 Amount 240.00 Serial 5256
AcctC 1210

TRI MED MANAGEMENT
10653 WAYZATA BLVD STE 200
MINNETONKA, MN 55305-1543

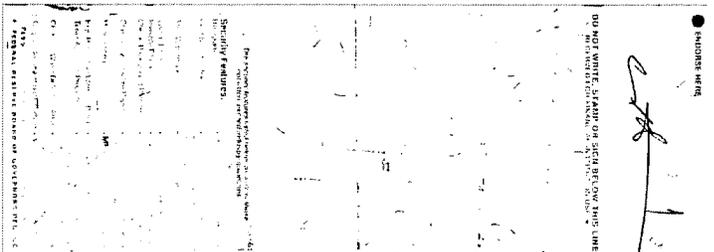
DATE 3/10/14 78-57-759

PAY TO THE ORDER OF Chad Ahmed \$ 1200⁰⁰

Associated Bank

FOR

1005257 107590057 240



Acco 1210 Date 03-14-2014 Amount 1200.00
Serial 5257 AcctCC 1210

EXHIBIT 17

TRI MED MANAGEMENT
10653 WAZATA BLVD STE 200
MINNETONKA, MN 55305-1543

DATE 3/10/14 79-57-759

PAY TO THE ORDER OF Luis Hernandez \$ 7,000.00
Suan Raul & Co

FOR Associated Bank
market rent

5258

⑆005258⑆ ⑆075900575⑆ ⑆ 210⑆

>075900575<Associated Bank

<000834989841>

Account 1210 Date 03-11-2014 Amount 7000.00
Serial 5258 AcctCC 1210

TRI MED MANAGEMENT
10653 WAZATA BLVD STE 200
MINNETONKA, MN 55305-1543

DATE 3/12/14 79-57-759

PAY TO THE ORDER OF Web Studio USA \$ 219.58
Two hundred nineteen and 58/100

FOR Associated Bank
Web Studio USA

5259

⑆005259⑆ ⑆075900575⑆ ⑆ 210⑆

Web Studio USA
8521

Account 1210 Date 03-18-2014 Amount 219.58 Serial 5259
AcctCC 1210

TRI MED MANAGEMENT
10653 WAZATA BLVD STE 200
MINNETONKA, MN 55305-1543

DATE 3/12/14 79-57-759

PAY TO THE ORDER OF Tony Ju \$ 1,200.00
One thousand two hundred and 00/100

FOR Associated Bank

5260

⑆005260⑆ ⑆075900575⑆ ⑆ 210⑆

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

9-8-7-1

AFFINITY PLUS FCU
6301<

03/12/2014

ENDORSE HERE

Account 1210 Date 03-13-2014 Amount 1200.00
Serial 5260 AcctC 1210

TRI MED MANAGEMENT
10653 WAZATA BLVD STE 200
MINNETONKA, MN 55305-1543

DATE 3/17/14 79-57-759

PAY TO THE ORDER OF Luis Javier Reyes \$ 457.50
Four hundred fifty seven and 50/100

FOR Associated Bank

5261

⑆005261⑆ ⑆075900575⑆ ⑆ 210⑆

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

Account 1210 Date 03-18-2014 Amount 457.50 Serial 5261
AcctCC 1210

TRI MED MANAGEMENT
10653 WAZATA BLVD STE 200
MINNETONKA, MN 55305-1543

DATE 3/17/14 79-57-759

PAY TO THE ORDER OF International Pain \$ 6,000.00
Six thousand and 00/100

FOR Associated Bank

5262

⑆005262⑆ ⑆075900575⑆ ⑆ 210⑆

0020530951

Voyager Bank

PAY TO THE ORDER OF
VOYAGER BANK
MINNETONKA, MN 55305
CENTER PLC
10105533

Account 1210 Date 03-18-2014 Amount 6000.00
Serial 5262 AcctC 1210

Account Agreement

Date: 09/12/2014

Institution Name & Address

VOYAGER BANK
10653 WAYZATA BOULEVARD
MINNETONKA MN 55305

Internal Use

Account Title & Address

TRI MED MANAGEMENT INC

10653 WAYZATA BLVD STE 250
MINNETONKA MN 55305-1562

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter Non-Individual Owner Information on page 2. There is additional Owner/Signer Information space on page 2.

Owner/Signer Information 1

Name	CHAD M HILL
Relationship	SIGNER
Address	3635 DENMARK AVE, EAGAN, MN 55123
Mailing Address (if different)	
Home Phone	
Work Phone	952-236-7610
Mobile Phone	612-270-8938
E-Mail	DRCMHILL@IPCMN.COM
Birth Date	05/11/1970
SSN/TIN	-0258
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	MN 2102 3/1/2013 /2017
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Owner/Signer Information 2

Name	
Relationship	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Ownership of Account

- The specified ownership will remain the same for all accounts.
- Individual
 - Joint with Survivorship (not as tenants in common)
 - Joint with No Survivorship (as tenants in common)
 - Trust-Separate Agreement Dated: _____
 - Corporation - For Profit
 - Corporation - Nonprofit
 - Partnership
 - Sole Proprietorship
 - Limited Liability Company

Beneficiary Designation

- (Check appropriate ownership above.)
- Revocable Trust
 - Pay-On-Death (POD)

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

- If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: _____

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- Terms and Conditions
- Electronic Fund Transfers
- Substitute Checks
- Common Features
- Privacy
- Truth in Savings
- Funds Availability
- Disclosure Book

Authorized Signer (See Owner/Signer Information for Authorized Signer designation(s).)

- 1 [x ]
CHAD M HILL
- 2 [x]
- 3 [x]
- 4 [x]

EXHIBIT 18

Owner/Signer Information 3	
Name	
Relationship	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Non-Individual Owner Information	
Name	TRI MED MANAGEMENT INC
EIN	4310
Phone	
Mobile Phone	
E-Mail	
Type of Entity	
State/Country & Date of Organization	
Nature of Business	
Address	
Mailing Address (if different)	
Authorization/Resolution Date	
Previous Financial Inst.	

Owner/Signer Information 4	
Name	
Relationship	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Account Description	Account #	Initial Deposit/Source
Small Business Checking	2716	\$ 0.00 <input type="checkbox"/> Cash <input type="checkbox"/> Check
		\$ <input type="checkbox"/> Cash <input type="checkbox"/> Check
		\$ <input type="checkbox"/> Cash <input type="checkbox"/> Check

Services Requested	
<input type="checkbox"/> ATM	<input type="checkbox"/> Debit/Check Cards (No. Requested: _____)
<input type="checkbox"/> Ready Credit	<input type="checkbox"/> Online Banking
<input type="checkbox"/> _____	<input type="checkbox"/> _____

Backup Withholding Certifications	
<i>(If not a "U.S. Person," certify foreign status separately.)</i>	
TIN	4310
<input checked="" type="checkbox"/> Taxpayer I.D. Number (TIN) - The number shown above is my correct taxpayer identification number.	
<input checked="" type="checkbox"/> Backup Withholding - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.	
<input type="checkbox"/> Exempt Recipients - I am an exempt recipient under the Internal Revenue Service Regulations.	
I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).	
X	<u>9-12-14</u> (Date) TRI MED MANAGEMENT INC

Other Terms/Information

In The Matter Of:

*STATE OF FLORIDA, OFFICE OF FINANCIAL REGULATION vs.
TRI-MED CORPORATION, ET AL*

JEREMY ANDERSON

October 13, 2014

HERBERT L. PETERSON & ASSOCIATES, INC.

11900 WAYZATA BOULEVARD WEST

SUITE 115

MINNETONKA, MN 55305

hpa@skypoint.com

1 A. Plead the Fifth.

2 Q. Are you aware that multiple attorneys have --
3 have advised the State of Florida Office of
4 Financial Regulation that their signatures
5 were forged on letters of protection provided
6 -- provided -- that were found in the -- in
7 the records of Tri-Med Corporation?

8 A. Plead the Fifth.

9 Q. Did you use investors' monies to pay for IPC
10 equipment, lease payments, salaries, medical
11 equipment, or letters of protection?

12 A. Plead the Fifth.

13 Q. I want to ask you another question about a
14 topic we covered a while back, but it was the
15 Bank of America of letters of credit.

16 Is there any other letter of credit that
17 was ever purchased by -- by Tri-Med
18 Corporation?

19 A. Plead the Fifth.

20 Q. Who is Tri-Med management?

21 A. Plead the Fifth.

22 Q. Do you control it?

23 A. Plead the Fifth.

24 Q. Where is that entity located?

25 A. Plead the Fifth.

1 Q. Have your personal expenses ever been paid
2 through Tri-Med management?

3 A. Plead the Fifth.

4 Q. Has -- has funds from Tri-Med Corporation
5 ever been transferred to Tri-Med management?

6 A. Plead the Fifth.

7 Q. Have -- have funds from Tri-Med management
8 ever been provided to IPC?

9 A. Plead the Fifth.

10 MR. MELCHIOR: I think I'd like to
11 take about a five-minute break now, and
12 then we can go back on the record.

13 (Break taken.)

14 MR. MELCHIOR: So let's go back on
15 the record. It's now approximately five
16 minutes to ten Minnesota time. Okay. I
17 have a couple of follow-up questions.

18 BY MR. MELCHIOR:

19 Q. I asked you earlier about some letters from
20 an investor named Robert McCellan --
21 McClellan that had been directed to Tri-Med
22 investors.

23 Were you responsible for the letter sent
24 to Tri-Med investors signed by Robert
25 McClellan?

1 A. Plead the Fifth.

2 Q. And a question about Tri-Med management, and
3 I had touched on Tri-Med management before.

4 Did Tri-Med management receive all or
5 substantially all of its funding from Tri-Med
6 Corporation or from Tri-Med Corporation
7 investors indirectly?

8 A. I plead the Fifth.

9 Q. I referred to IPC, I think, in my previous
10 questions as International Pain Center, and I
11 believe the correct name is Interventional
12 Pain Center. In light of that correction, I
13 should have been referring to IPC as
14 Interventional Pain Center.

15 Would you like to correct any of your
16 answers to the questions when I refer to
17 Intervention -- to International Pain Center?

18 A. I plead the Fifth.

19 Q. Would this change any of your answers, the
20 fact that I referred to International Pain
21 Center rather than Interventional Pain
22 Center?

23 A. Plead the Fifth.

24 Q. Were you responsible for starting -- and I'm
25 going to refer to Interventional Pain Center

Associated Bank N.A.
 PO Box 19097
 Green Bay WI 54307-9097
 24 Hour Business Banking Concierge: 1-800-728-3501

FINANCIAL STATEMENT OF ACCOUNTS

Primary Accour 1210

>003429 4426431 0001 092479 10Z

TRI MED MANAGEMENT INC
 UNDELV MS7012 022516
 10653 WAYZATA BLVD STE 200
 MINNETONKA MN 55305-1543

Statement Activity Period
01/01/2017 to 01/31/2017

Bank: 001

Mail Code: 25

MICR Line Repair Fee

Due to the high volume and additional processing required for rejected MICR line checks, a \$1.50 fee will be assessed for each check rejected beyond 2% of your total check volume. This change is effective beginning March 1, 2017. If you have any questions, please do not hesitate to contact your relationship manager or call our 24/7/365 Customer Care team at 800-728-3501. Thank you for your cooperation and for choosing Associated Bank.

IMPORTANT NOTICE REGARDING 2016 YEAR-END TAX DOCUMENTS: If you earned more than \$10 of interest in 2016, year-end tax documents were mailed no later than January 31, 2017, and are available to view and print through Online Banking or through Telephone Banking. If you did not receive your statement and believe you earned more than \$10 of interest, please contact Customer Care 24/7/365 at 800-236-8866.

2016 CHANGES TO FORM 1098 MORTGAGE INTEREST STATEMENT

Form 1098, Mortgage Interest Statement, is used to report mortgage interest of \$600 or more paid to a lender on a mortgage. This interest may be tax deductible. For 2016, The IRS has made several changes to Form 1098. There will be additional reporting requirements, including mortgage insurance premiums paid. The format of Form 1098 has also been resized, which will modify the appearance of the form from years past. Additionally, you may receive more than one Form 1098 if you have more than one mortgage. Please consult your tax professional for additional information regarding the ability to deduct mortgage interest paid.

FINANCIAL SUMMARY	ACCOUNT#	BALANCE
DEPOSIT ACCOUNTS		
Basic Business Checking	1210	\$14,959.18

DEPOSIT ACCOUNTS

Basic Business Checking	1210	
Beginning Balance		14,962.18
Minus: Withdrawals and Other Deductions		3.00
ENDING BALANCE ON 01/31/2017		\$14,959.18

Withdrawals and Other Deductions

01/13/2017 ASSOCIATED BANK SRVC FEE 12/2016		3.00
	TOTAL	\$3.00
	TOTAL # OF ITEMS	1

02/28/17 4426431 0001 092479 10Z

EXHIBIT 21

TRI MED MANAGEMENT INC

Acct # 1210

Page 2 of 2

Total Overdraft Fees and Total Returned Item Fees

	Total For This Period	Total Year-to-Date
Total Overdraft Fees*	\$0.00	\$0.00
Total Returned Item Fees**	\$0.00	\$0.00

Please note if you have a negative balance for more than five business days, a continued overdraft fee of \$7.00 per business day will also apply.

*Total Overdraft Fees include fees for: overdraft items or debits paid, NSF (Unavailable Funds) item or debit paid, and Continued overdraft fees.

** Fees for overdraft or NSF items returned unpaid.

Balance Summary

<u>DATE</u>	<u>BALANCE</u>
01/13/2017	14,959.18

Statement Period Ledger Average Balance

\$14,960.34

Office of the Minnesota Secretary of State Certificate of Organization

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name: JA Management, LLC

File Number: 681814600027

Minnesota Statutes, Chapter: 322B

This certificate has been issued on: 07/17/2013



Mark Ritchie
Secretary of State
State of Minnesota

EXHIBIT 22

Office of the Minnesota Secretary of State
Minnesota Limited Liability Company/Articles of Organization
Minnesota Statutes 322B



The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Organization:

ARTICLE 1 - LIMITED LIABILITY COMPANY NAME:

JA Management, LLC

ARTICLE 2 - REGISTERED OFFICE and AGENT:

Name

Address:

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

ARTICLE 3 - DURATION: PERPETUAL

ARTICLE 4 - ORGANIZERS:

Name:

Address:

Laurie W Huotari

**c/o Stoel Rives LLP 33 South Sixth Street, Suite
4200 Minneapolis MN 55402 USA**

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: Laurie W. Huotari

MAILING ADDRESS: None Provided

EMAIL FOR OFFICIAL NOTICES:

lwhuotari@stoel.com

EXHIBIT 22

ARTICLES OF ORGANIZATION OF JA MANAGEMENT, LLC

The undersigned, being of full age and for the purpose of forming a limited liability company Minnesota Statutes Chapter 322B (the "Limited Liability Company Act"), does hereby adopt the following articles of organization:

Article I Name

The name of the limited liability company is JA MANAGEMENT, LLC.

Article II Registered Office

The address of the registered office of the limited liability company is 201 South 11th Street, #1520, Minneapolis, Minnesota 55403.

Article III Period of Existence

Unless the limited liability company is dissolved earlier in accordance with law, the period of existence of the limited liability company shall be perpetual from the date of filing of these articles of organization.

Article IV Membership Units

Membership interests in the limited liability company shall be represented by membership units, which shall have the rights, interests, preferences and limitations set forth in the operating agreement or member control agreement.

Article V Preemptive Rights Prohibition

The members of the limited liability company shall have no preemptive rights as described in Section 33 of the Limited Liability Company Act or similar provisions of future law.

Article VI Cumulative Voting Prohibition

The members of the limited liability company shall have no rights of cumulative voting described in Section 63 of the Limited Liability Company Act or any successor thereto.

Article VII Limitation of Liability of Governors

To the fullest extent permitted by the Limited Liability Company Act as the same exists or may hereafter be amended, a governor of the limited liability company shall not be personally

EXHIBIT 22

liable to the limited liability company or its members for monetary damages for breach of fiduciary duty as a member. Neither the amendment, modification or repeal of this Article, nor the adoption of any provision in these articles of organization inconsistent with this Article shall adversely affect any right or protection of a governor or officer of the limited liability company with respect to any act or omission that occurred prior to the time of such amendment, modification, repeal or adoption.

Article VIII Governor Action by Written Consent

Any action required or permitted to be taken at a meeting of the board of governors which does not require the approval of the members may be taken by written action signed, or consented to by authenticated electronic communication, by the number of governors that would be required to take the same action at a meeting at which all governors were present. However, if the action is one which must be approved by the members, such action may be taken by written action signed, or consented to by authenticated electronic communication, by all of the governors then in office.

Article IX Member Action by Written Consent

Any action required or permitted to be taken at a meeting of the members may be taken by written action signed, or consented to by authenticated communication, by the members who possess the voting power that would be required to take the same action at a meeting of the members at which all members were present.

Article X Dissenters' Rights Prohibition

Pursuant to Section 383, subdivision 1(1) of the Limited Liability Company Act (or similar provisions of future law), a member shall have no right to dissent from, and obtain payment for, the fair value of the member's membership interest in the event of an amendment of the articles of organization which materially and adversely affects the rights or preferences of the membership interests of the dissenting member in that it: (i) alters or abolishes a preferential right of membership interests; (ii) creates, alters, or abolishes a right in respect of the redemption of the membership interests, including a provision respecting a sinking fund for the redemption or repurchase of the membership interests; (iii) alters or abolishes a preemptive right of the owner of the membership interests to make a contribution; (iv) excludes or limits the right of a member to vote on a matter or to cumulate votes; (v) changes a member's right to resign or retire; (vi) establishes or changes the conditions for or consequences of expulsion; or (vii) eliminates the right to obtain payment under Section 383 subdivision 1(1) of the Limited Liability Company Act.

Article XI Indemnification

To the fullest extent permitted by the Limited Liability Company Act as the same exists or may hereafter be amended, the limited liability company shall indemnify its officers, governors, employees and agents.

EXHIBIT 22

**Article XII
Organizer**

The name and address of the sole organizer of the limited liability company is Laurie W. Huotari, Stoel Rives LLP, 33 South Sixth Street, Suite 4200, Minneapolis, Minnesota 55402.

IN WITNESS WHEREOF, the undersigned has set her hand this 17th day of July, 2013.

By: 
Laurie W. Huotari, Sole Organizer



Work Item 681814600027
Original File Number 681814600027

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
07/17/2013 11:59 PM

Mark Ritchie

Mark Ritchie
Secretary of State

Office of the Minnesota Secretary of State Certificate of Administrative Termination

I, Steve Simon, Secretary of State of Minnesota, do certify: that the entity listed below has failed to file an annual renewal as required by the Minnesota Statute listed below. Therefore, the entity is hereby administratively terminated in the state of Minnesota as of the date of this certificate.

Name: JA Management, LLC

File Number: 681814600027

Document Number: 82959690385

Minnesota Statutes, Chapter: 322B

Home Jurisdiction: Minnesota

This certificate has been issued on: 06/10/2015



Steve Simon

Steve Simon
Secretary of State
State of Minnesota



Work Item 829596903856
Original File Number 681814600027

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
06/10/2015 11:59 PM

A handwritten signature in black ink that reads "Steve Simon". The signature is written in a cursive, flowing style.

Steve Simon
Secretary of State

Johnson, Jodi L.

From: Johnson, Jodi L.
Sent: Thursday, July 25, 2013 4:34 PM
To: jeremy anderson
Subject: Summary of Open Matters

Jeremy: Consistent with our call on Tuesday, the following represents a summary of the open matters and the items that need to be completed. Please let me know if you think anything has been missed.

Tri Med Corporation

- A. Groteke: It is my understanding that Groteke has agreed to change out some of the bad and double sold AR for different AR rather than a reimbursement of the AR already paid to SPIN. It is also my understanding that you have agreed to this. We are waiting on documentation of this agreement to review. Please let me know when I may expect it.
 - a. Did you want to take any action with respect to SPIN as a result of its collection of your AR?
 - b. It is also my understanding that Mancuso has been hired now to assist with this and that he will be paid a percentage of what he collects over a certain amount and will be reviewing all potential LOP's for possible purchase.
 - c. The agreement with Mancuso should likewise be documented. Please send me a draft of what has been put together or let me know if you would like me to draft a document.
 - d. Did you ever receive any additional follow-up information from Maritza?
 - e. As we discussed, Ravi did not send the correct recorded meetings between you and Eric. Please have him send them at his earliest convenience.
- B. Groteke: Are he and his entities in default of the Note and Security Agreement? If so, how would you like to proceed with that?
- C. Home Sales: It is my understanding that we received all proceeds from the sale of home number 2 and that we received a Quit Claim Deed for home number 3 so we now control the proceeds from sale 3. Is there any potential buyer yet?
- D. Securities Matter: Despite the new regulations it is still recommend that a PPM (or something similar to it) be prepared for Tri-Med's protection. It is my understanding you agree with this approach and are going to provide comments to the draft PPM early next week to Laurie so additional work can be completed.

Tri Med Management

- A. Redemption Agreement: A draft Redemption Agreement has been provided to you for comment. We are still waiting on the break out of funds to determine what amount we will require PW Clinic/Dr. William/Kristine Williams to repay via a Note/Mortgage. We are going to leave any amounts out for the actual build out of the Premises and any equipment purchased so that can remain owned by Tri Med (and ultimately sold/transferred to JA Management). Please let us know if at this time you have any additional comments on the Redemption Agreement.
 - a. Please confirm that you believe you will have the numbers for the Note and Mortgage finalized next Mon. or Tues.
- B. We have uncovered that Tri Med was paying the W-2 wages for the Chiropractors and MDs. We have advised to discontinue that practice immediately as that is in violation of the corporate practice of medicine doctrine. The Chiropractor who continues to work will have to be paid out of receipts from collections for bills sent out for her services. Please let me know if you have any follow-up questions on this.
- C. Based on receipts received from Kristine Williams and Dr. Williams' emails from yesterday it appears Tri Med on behalf of the clinic purchased a bottle of Cognac for a doctor. For future notice, if the bottle

EXHIBIT 24

was in favor of referrals to the clinic that would be inappropriate. Please also let me know if Dr. Williams representations as to the lunches were accurate.

- D. See information under JA Management related to additional actions needed after the Redemption Agreement with Dr. Paul is finalized.

JA Management

- A. JA Management has been organized and you are the sole owner.
- B. At this time there is not a Member Control Agreement but they are contemplated in the Bylaws. If you at some point in the future seek to add another member(s) we will want to create the Member Control Agreement before any new member is added. *Let us know if you prefer us to draft this now.*
- C. Tri Med's Lease Agreement for the space in Minnetonka will have to be assigned to JA Management (this will be accomplished via an Assignment that will be required pursuant to the larger agreement between JA Management and Tri Med). The Landlord will have to consent to this assignment. I have prepared the Assignment already which includes the LL's consent.
- D. Once JA Management is the Tenant under the Lease it will enter into a Sublease Agreement with Dr. Mai's and the MD's new clinic. I have sent a draft to you of this document for review. Please let me know if you have any additional changes. I propose to have the clinic pay Tri Med for the % of improvements to the Premises that it occupies. I will prepare these changes to the Sublease and re-circulate to you.
- E. JA Management will lease the equipment to the clinic which is to be owned by Dr. Mai and an MD. We are preparing a draft Equipment Lease Agreement for your review and comment.
- F. Please send me the incorporation documents for Dr. Mai's new clinic (Dr. Mai's PLLC").
- G. JA Management will enter into a Management Agreement with the new clinic. We are working on expanding the Management Agreement. It will also contain a right of first refusal to manage each and every clinic owned by Dr. Mai's PLLC and any of its affiliates (this should include any of his existing clinics).
- H. HIPPA – I have received a draft of the Privacy policy from Tony Miles. I will review and forward to you shortly. We need to discuss further the security policy and work that is still required to be compliant with the security requirements under HIPPA. Right now there is no compliance.
- I. JA will need to acquire the equipment and build-out from Tri Med. This can be accomplished via a three party agreement between you, JA and Tri Med. You will forgive debt to Tri Med (that we will document) in exchange for its transfer of assets to JA. You will then either have a loan with JA Mgmt for these assets or use the value of these assets as an additional contribution to JA. It needs to be determined what would be a better method based on tax consequences. We will likely want to involve your accountant in these discussions.

JRAM

- A. This entity has been formed and Holly is the sole owner at this time. Holly has executed a Written Action identifying you as the Chief Manager, President and CEO.
- B. I am preparing a new IC Agreement for the Programmers to have them sign (both for an individual and for an entity) since you will no longer be having Ashish sign an agreement.
- C. We need to prepare documents for prior programmers to sign assigning to JRAM any and all other programming, code and other IP they developed as a result of our work. They will have to be paid some additional compensation for this. I am working with Catherine on this. Have you paid these programmers out of your personal account or did it come out of one of the entities? If an entity, which one.
- D. We are re-working the Contribution Agreements to provide for a current and future assignment of IP whether created as a member, employee or IC.
- E. As we discussed we are not providing Ashish tax or immigration advice relate his ownership of/distributions from/ or possible employment and/or contracting with JRAM. He will need to seek his

EXHIBIT 24

own advise on that. I have inquired with our tax person about some of the implications of distributions vs. designation of W-2 income and will provide further information on that in the near future.

- F. It is my understanding Laurie has sent a draft Member Control Agreement to you for review and comment. Please provide your thoughts as soon as possible.
- G. You mentioned in our call yesterday that you want a new entity formed. Let me know when you are available to discuss.
- H. It is my understand that you have come to business terms with QS2. Please let me know as soon as you can share them. We need to get Catherine working on this document so we can keep this moving forward.
- I. We are still waiting for Ravi's summary related to the IP and development of the code so we can provide our risk analysis of ownership of the IP for the entity. Please let me know when we can expect this.

Let me know if there is anything else that I should be looking into for you or managing.

Regards,
Jodi

Jodi L. Johnson | Attorney
STOEL RIVES LLP | 33 South Sixth Street, Suite 4200 | Minneapolis, MN 55402
Direct: (612) 373-8820 | Fax: (612) 373-8881
jljohnson@stoel.com | www.stoel.com

This email may contain material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any unauthorized review, use, or distribution is prohibited and may be unlawful.

IRS Circular 230 notice: Any tax advice contained herein was not intended or written to be used, and cannot be used, by you or any other person (i) in promoting, marketing or recommending any transaction, plan or arrangement or (ii) for the purpose of avoiding penalties that may be imposed under federal tax law.

Johnson, Jodi L.

From: Johnson, Jodi L.
Sent: Thursday, September 26, 2013 10:10 AM
To: Johnson, Jodi L.
Subject: FW: Items to Discuss

Tri-Med Corp.

1. Default of Groteke's et. al. note - any action?
 - a. Did he ever send a formal notice of default?
2. Phone call/meeting - who are participants?
3. Change out of accts from Groteke's entity for AR double sold
 - a. Agreement?
4. Mancuso
 - a. Never received Agreement to document how he is paid - % of collections
5. PPM Information
6. Sales Manager's Agreement
7. Subscription Agreement
8. Status of double sold receivables and amounts collected - SPIN
9. Have they been selling either activity or otherwise
10. Status of note with Dr. Mai

JA/Tri-Mgmt

1. HIPAA documents/forms
2. HIPAA Compliance meeting with IT person
3. Outstanding amounts owed by Dr. Paul
4. Go over Redemption Agreement
 - a. Note/Mortgage
 - b. Leave out amts for build out and equipment so can resell/lease to new clinic
5. Management Agmt
 - a. Full
 - b. Short
6. BAA with IPC
7. Who is signatory for new entity?
8. Sublease - new
 - a. LL Consent
9. Assignment of Lease to JA
10. Transfer of Assets from TRI to JA

JRAM

1. Contribution Agreements
 - a. Discuss contributions and how to value?
 - b. Need Options to purchase for Gordan and Ravi - discuss how he wants to handle this.
2. Operating Agreement
3. Development Agreement

EXHIBIT 25

4. License Agreement
5. IC Agreements and Assignment of IP
6. Need drafts of new entities
7. Odd names
8. Status of QS2 in California?
9. Are we still basing off of Microsoft?
10. Employment Agreements - Gordan and Ravi (but they will be employed by NEWCO - correct?)
11. Discuss when Idea for QS2 came about - any ownership issues
12. If continue with Medical still don't have summary from Ravi to analyze ownership issues.

Hooka Bar

1. Status
2. Look at other Cities - ordinances differ
3. Risk because of Cities disfavor -
4. Have to apply for Tobacco license every year
5. Could pull license after expend considerable sums

Bedloo

1. Review of Due Diligence
 - a. What has Jeremy reviewed
2. How many units is he buying
 - a. Voting plus financial or just financial?

Jodi L. Johnson | Attorney

STOEL RIVES LLP | 33 South Sixth Street, Suite 4200 | Minneapolis, MN 55402

Direct: (612) 373-8820 | Fax: (612) 373-8881

jljohnson@stoel.com | www.stoel.com

This email may contain material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any unauthorized review, use, or distribution is prohibited and may be unlawful.

IRS Circular 230 notice: Any tax advice contained herein was not intended or written to be used, and cannot be used, by you or any other person (i) in promoting, marketing or recommending any transaction, plan or arrangement or (ii) for the purpose of avoiding penalties that may be imposed under federal tax law.

Jordan Maglich

From: jeremy anderson <jeremykeeanderson@gmail.com>
Sent: Friday, December 20, 2013 11:51 AM
To: Ekta Desai
Cc: Geisenhoff, Elisabeth Terese; Rush, Andrea M
Subject: Re:

JA Management

On Fri, Dec 20, 2013 at 10:38 AM, Ekta Desai <ekta02@outlook.com> wrote:

Hi

Currently we have Trimed Management Inc as the Primary account

Acnt # : 1103-0359

And IPC is setup as a sub – division in Trimed. Please contact Stephy Meyers- our account specialist, as she has set up our accounts.

J Management will be replacing Trimed Management Inc in Jan

Thanking You

Ekta Desai

Interventional Pain Center (*IPC*)

Clinic : [\(952\) 236-7610](tel:(952)236-7610)

Cell : [\(813\) 420-4575](tel:(813)420-4575)

Alternate Number : [\(813\) 985-2960](tel:(813)985-2960)

EXHIBIT 26

From: Geisenhoff, Elisabeth Terese [mailto:egeisenhoff@paychex.com]
Sent: Thursday, December 19, 2013 6:36 PM
To: jeremy anderson; Ekta
Cc: Rush, Andrea M
Subject: RE:

Hi Jeremy,

Could you or Ekta please send me the Paychex client numbers for the two businesses we spoke about today? I believe you said the company names were IPC and J Management. I am trying to look the two companies up in our system so that I can fill out the paperwork, but am not finding them.

Thank you,

Elyssa Geisenhoff

Paychex Business Consultant

PAYCHEX INC.

7767 Elm Creek Blvd, Suite 200

Maple Grove, MN 55311

☎ Office: [\(651\) 365-5060 Ext. 50434](tel:(651)365-5060)

☎ Cell: [\(763\) 923-1987](tel:(763)923-1987)

☎ E-Fax: [\(866\) 890-3810](tel:(866)890-3810)

✉ E-mail: egeisenh@paychex.com

[Paychex Number One in Survey of 401k Recordkeepers](#)

[Click here for a Retirement Calculator](#)

EXHIBIT 26

[Promote Your FSA to Employees Here](#)



Paychex, Inc. is has been the "preferred payroll provider" for the American Institute of Certified Public Accountants since 2003.



Paychex, Inc. is the only payroll service provider listed in the Ethisphere Institute's 2013 list of the *World's Most Ethical Companies*.



Paychex, Inc. is ranked no. 23 on *Training Magazine's* 2013 Top 125 list. This is the 12th consecutive year that Paychex has received this national recognition.

The greatest compliment you can ever give me is a referral. Please pass my information to your business peers, friends, family members and co-workers.

From: jeremy anderson [<mailto:jeremykeeanderson@gmail.com>]

Sent: Thursday, December 19, 2013 4:12 PM

To: Ekta

Cc: aruch@paychex.com; Geisenhoff, Elisabeth Terese

Subject:

go ahead with the paycheck stuff, I like it, let me know if you have any questions

--

Jeremy Anderson

Tri-Med Management Inc.

10653 Wayzata Blvd. # 200

Minnnetonka, MN 55305

Direct [\(612\) 325 9299](tel:6123259299)

www.IPCMN.com

EXHIBIT 26

This electronic communication, including any authorized attachments, contains information from Jeremy Anderson that may be legally privileged, confidential, and exempt from disclosure under applicable law. The communication may also include content that was not originally generated by Jeremy Anderson. If you are not the intended recipient, any use or dissemination of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete it from all computers on which it may be stored.

The information contained in this message may be privileged, confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify your representative immediately and delete this message from your computer. Thank you.

--

Jeremy Anderson

Tri-Med Management Inc.

10653 Wayzata Blvd. # 200

Minnetonka, MN 55305

Direct (612) 325 9299

www.IPCMN.com

This electronic communication, including any authorized attachments, contains information from Jeremy Anderson that may be legally privileged, confidential, and exempt from disclosure under applicable law. The communication may also include content that was not originally generated by Jeremy Anderson. If you are not the intended recipient, any use or dissemination of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete it from all computers on which it may be stored.

EXHIBIT 26

Office of the Minnesota Secretary of State Certificate of Organization

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name: JRAM, LLC

File Number: 674883700026

Minnesota Statutes, Chapter: 322B

This certificate has been issued on: 05/30/2013



Mark Ritchie

Mark Ritchie
Secretary of State
State of Minnesota

EXHIBIT 27

Office of the Minnesota Secretary of State
Minnesota Limited Liability Company/Articles of Organization
Minnesota Statutes 322B



The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Organization:

ARTICLE 1 - LIMITED LIABILITY COMPANY NAME:

JRAM, LLC

ARTICLE 2 - REGISTERED OFFICE and AGENT:

Name

Address:

201 South 11th Street, Suite 1520 Minneapolis MN 55403 USA

ARTICLE 3 - DURATION: **PERPETUAL**

ARTICLE 4 - ORGANIZERS:

Name:

Address:

Laurie W Huotari

**Stoel Rives LLP 33 South Sixth Street, Suite 4200
Minneapolis MN 55402 USA**

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: Laurie W. Huotari

MAILING ADDRESS: **None Provided**

EMAIL FOR OFFICIAL NOTICES:

lwhuotari@stoel.com

EXHIBIT 27

ARTICLES OF ORGANIZATION OF JRAM, LLC

The undersigned, being of full age and for the purpose of forming a limited liability company Minnesota Statutes Chapter 322B (the "Limited Liability Company Act"), does hereby adopt the following articles of organization:

Article I Name

The name of the limited liability company is JRAM, LLC.

Article II Registered Office

The address of the registered office of the limited liability company is 201 South 11th Street, #1520, Minneapolis, Minnesota 55403.

Article III Period of Existence

Unless the limited liability company is dissolved earlier in accordance with law, the period of existence of the limited liability company shall be perpetual from the date of filing of these articles of organization.

Article IV Membership Units

Membership interests in the limited liability company shall be represented by membership units, which shall have the rights, interests, preferences and limitations set forth in the operating agreement or member control agreement.

Article V Preemptive Rights Prohibition

The members of the limited liability company shall have no preemptive rights as described in Section 33 of the Limited Liability Company Act or similar provisions of future law.

Article VI Cumulative Voting Prohibition

The members of the limited liability company shall have no rights of cumulative voting described in Section 63 of the Limited Liability Company Act or any successor thereto.

Article VII Limitation of Liability of Governors

To the fullest extent permitted by the Limited Liability Company Act as the same exists or may hereafter be amended, a governor of the limited liability company shall not be personally

EXHIBIT 27

liable to the limited liability company or its members for monetary damages for breach of fiduciary duty as a member. Neither the amendment, modification or repeal of this Article, nor the adoption of any provision in these articles of organization inconsistent with this Article shall adversely affect any right or protection of a governor or officer of the limited liability company with respect to any act or omission that occurred prior to the time of such amendment, modification, repeal or adoption.

Article VIII Governor Action by Written Consent

Any action required or permitted to be taken at a meeting of the board of governors which does not require the approval of the members may be taken by written action signed, or consented to by authenticated electronic communication, by the number of governors that would be required to take the same action at a meeting at which all governors were present. However, if the action is one which must be approved by the members, such action may be taken by written action signed, or consented to by authenticated electronic communication, by all of the governors then in office.

Article IX Member Action by Written Consent

Any action required or permitted to be taken at a meeting of the members may be taken by written action signed, or consented to by authenticated communication, by the members who possess the voting power that would be required to take the same action at a meeting of the members at which all members were present.

Article X Dissenters' Rights Prohibition

Pursuant to Section 383, subdivision 1(1) of the Limited Liability Company Act (or similar provisions of future law), a member shall have no right to dissent from, and obtain payment for, the fair value of the member's membership interest in the event of an amendment of the articles of organization which materially and adversely affects the rights or preferences of the membership interests of the dissenting member in that it: (i) alters or abolishes a preferential right of membership interests; (ii) creates, alters, or abolishes a right in respect of the redemption of the membership interests, including a provision respecting a sinking fund for the redemption or repurchase of the membership interests; (iii) alters or abolishes a preemptive right of the owner of the membership interests to make a contribution; (iv) excludes or limits the right of a member to vote on a matter or to cumulate votes; (v) changes a member's right to resign or retire; (vi) establishes or changes the conditions for or consequences of expulsion; or (vii) eliminates the right to obtain payment under Section 383 subdivision 1(1) of the Limited Liability Company Act.

Article XI Indemnification

To the fullest extent permitted by the Limited Liability Company Act as the same exists or may hereafter be amended, the limited liability company shall indemnify its officers, governors, employees and agents.

EXHIBIT 27

Article XII Organizer

The name and address of the sole organizer of the limited liability company is Laurie W. Huotari, Stoel Rives LLP, 33 South Sixth Street, Suite 4200, Minneapolis, Minnesota 55402.

IN WITNESS WHEREOF, the undersigned has set her hand this 31st day of May, 2013.

By: 
Laurie W. Huotari, Sole Organizer



Work Item 674883700026
Original File Number 674883700026

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
05/30/2013 11:59 PM

Mark Ritchie

Mark Ritchie
Secretary of State

10044

TRI-MED CORPORATION
MINNESOTA OFFICE EXPENSE ACCT.
34931 US HIGHWAY 19 N. STE. 104
PALM HARBOR, FL 34684-1901

Wells Fargo, N.A.
63-751-631

4/27/13

PAY TO THE
ORDER OF

JRAM, LLC

\$10,000⁰⁰

Ten Thousand & ^{no} ~~two~~

DOLLARS

Security Features. Details on Back.

Ⓟ

MEMO

Central Contabilista



[Signature]
AUTHORIZED SIGNATURE

⑈010044⑈ ⑈063107513⑈

0107⑈

	20130701		
	20130701	TCFNATL	<p><i>[Signature]</i></p>

REQUEST 0000563371400000 10000.00
ROLL ECIA 20130701 000008723769235
JOB ECIA P ACCT '0107
REQUESTOR U138830
8510867 03/07/2014

Subpoena Processing Philadelphia
Y1372-110
Philadelphia PA 19101

ASSIGNMENT OF MEDICAL RECEIVABLES (CA-750)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 20th day of December 2013, by and between JRAM, LLC("Assignor") and Tri-Med Corporation, the ("Assignee").

WHEREAS, the Patient(s) listed on Exhibit A owe Assignor certain outstanding medical charges as set forth on Exhibit A (collectively, the "Account Receivable");

WHEREAS, the Account Receivable and all related rights (including, but not limited to, all of Assignor's rights under letters of protection relating thereto and all of Assignor's rights as a secured party in respect thereof) are referred to herein as the "Assigned Assets";

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, all of Assignor's rights, title and interest in, to and under the Assigned Assets;

NOW THEREFORE, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Assignment. Assignor hereby sells, transfers, sets over and assigns to Assignee all of Assignor's rights, title, and interest in, to and under the Assigned Assets. Such assignment includes, without limitation, the transfer to Assignee of the sole and exclusive right to:

a. demand and receive payment of the obligations represented by the Account Receivable;

b. issue payment instructions with respect to the payment of the obligations represented by the Account Receivable;

c. enforce any security interest or other rights the Assignor may have in the assets of the patient; and

d. enforce all other rights and remedies of Assignor under the Assigned Assets (including, without limitation, all rights and remedies of a secured creditor under the applicable Uniform Commercial Code or other applicable law to the extent of any security interest arising under or in connection with the Assigned Assets). The Assignee shall not be deemed by anything contained herein, or in any other agreement among the Assignee, the Assignor, and Patient or his/her attorney, to have assumed any liabilities whatsoever relating to, or arising out of, directly or indirectly, any Assigned Asset.

3. Outstanding Medical Charges. Assignor represents and warrants to Assignee that:

a. the total amount of the Account Receivable due under the Assigned Assets is as set out on Exhibit A,

b. Assignor is the sole and exclusive owner of, and has valid title to, the Account Receivable, free and clear of all liens;

c. all obligations represented by the Account Receivable result from the provision by Assignor or any employee, agent or other affiliate thereof of bona fide medical services at reasonable and customary rates;

d. there are no claims pending or threatened against Assignor (including claims of set-off) relating to the services giving rise to the Account Receivable, nor is there any basis for any such claim;

e. there exist no disputes with regard to the validity or collectability of the Account Receivable, nor is there any basis for any such dispute; and

f. neither Assignor nor, to Assignor's knowledge, the Patient or his/her attorney named in any Assigned Asset is in breach of any provision of the Assigned Assets.

4. Payment. In consideration of this Assignment, Assignee shall pay to Assignor the sum set out in Exhibit A upon the execution and delivery hereof.

5. Notice of Assignment. Upon execution of this Assignment, Assignor hereby authorizes Assignee to provide immediate written notice of this Assignment to Patient and his/her attorney.

6. Duty to Cooperate. The Assignor, its agents, employees, members, shareholders, representatives and/or doctors agree to use its best efforts to maximize the recovery of the assigned contracts/receivables, including but not limited to complying with any reasonable request for information or documentation by Assignee, complying in a timely manner with all subpoenas served on Assignor relating to any patient listed on Exhibit "A" and to cooperate in any reasonable manner with counsel for said patients and/or Assignee.

7. Sale Treatment; Security Interest. Assignor agrees to: (i) treat transfers to the Assignee of the Assigned Assets as a sale for all purposes; (ii) not treat any Assigned Asset as an asset on the Assignor's books and records; (iii) not assign or grant any security interest in any Assigned Asset; (iv) obtain all consents from patients that are required by law in order for the

Assignor's Initials _____

Assignee's Initials _____

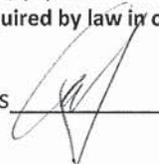


EXHIBIT 29

Assignee or its designee, if any, to obtain information needed to obtain payment from the proceeds of a Patients related claim or lawsuit; and(v) not claim any ownership interest in any Assigned Asset.

In the event that, contrary to the mutual intent of the Assignor and the Assignee, the sale and purchase of any Assigned Asset hereunder is not characterized as a sale, then the Assignor hereby grants to the Assignee, effective as of the date hereof, a first priority security interest in and to the Assigned Assets (together with all accounts, chattel paper, and general intangibles related thereto, all rights, remedies, guarantees, security interests, and liens in respect of any of the foregoing, if any, all records (other than patient medical records to the extent protected from disclosure by law), and other information necessary or relevant to the collection of the Assigned Assets, and all proceeds of any of the foregoing) to secure the repayment of all amounts advanced to or for the benefit of the Assignor. This Assignment Agreement shall be deemed to be a security agreement for such purposes.

8. Execution in Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same agreement.

9. Severability. If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected thereby.

10. Amendments. No modification, waiver or amendment of this Assignment shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver or amendment is sought.

11. Governing Law. This Assignment shall be governed by the laws of the State of Florida without regard to the conflicts of law principles thereof.

12. Assignment. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Assignee and any successor or assign thereof may at any time assign or transfer any of its rights or obligations hereunder without notice to or the consent of the Assignor. Assignor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Assignee. Any purported assignment in violation of the foregoing shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Assignment (CA-750) as of the date written above.

ASSIGNOR: JRAM, LLC
485 ARUNDEL ST
ST. PAUL, MN 55103 (PH 651-207-5935)

ASSIGNEE: Tri-Med Corporation
3905 Tampa Road, #2304
Oldsmar, FL 34677

Signed By:

Signed By: [Signature] -

Printed name:

Printed name: ANTHONY NICHOLAS, III -

Title:

Date 12/20/13. Title: SECRETARY/ TREASURER Date

12/20/13

EXHIBIT A (CA-750)

Table with 3 columns: SUBJECT, OUTSTANDING CHARGES, PURCHASE PRICE. Row 1: STOEL RIVES, \$150,014.73, \$ 45,004.42 (30%)

Assignor's Initials _____

Assignee's Initials [Signature]

EXHIBIT 29



33 S SIXTH STREET, SUITE 4200
MINNEAPOLIS, MINNESOTA 55402
Telephone (612) 373-8800
Fax (612) 373-8881
For Billing Inquiries 1 800 505-8453
Or Email Billing@stoel.com

TO: JRAM, LLC
JEREMY ANDERSON
201 S. 11TH ST. # 1520
MINNEAPOLIS, MN 55403

INVOICE DATE 12/13/13
INVOICE NUMBER 3689977
JLJ

Employer's Identification No. 93-0408771

0081245 JRAM, LLC
00001 GENERAL CORPORATE

STATEMENT OF SERVICES, DISBURSEMENTS, AND OTHER CHARGES THROUGH 11/30/13

Balance From Previous Statement	\$31,301.36
Payment(s) Received	
Current Activity:	
Fees for Professional Services (see attached for detail)	\$13,703.06
TOTAL CURRENT AMOUNT DUE	
\$45,004.42	
Total Outstanding Balance as of 12/06/13	\$45,004.42

Statements are due within 30 days after the invoice date printed on the statement. A monthly late fee equal to 8 percent per annum, commencing on the due date, will be charged on all amounts not paid within 60 days after the invoice date.

REMITTANCE COPY - PLEASE RETURN WITH PAYMENT

Remit to: Stoel Rives LLP, 900 SW Fifth Ave., Suite 2600, Portland, OR 97204

Account number 0057 ■ September 25, 2013 - October 23, 2013 ■ Page 2 of 4



No purchase or obligation necessary to enter or win.

Activity summary

Beginning balance on 9/25	\$1,469,832.91
Deposits/Credits	698,408.51
Withdrawals/Debits	- 621,819.03
Ending balance on 10/23	\$1,546,422.42
Average ledger balance this period	\$1,433,212.27

Account number: 0057

TRI-MED CORPORATION

Florida account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 063107513

For Wire Transfers use

Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/25		Deposit Made In A Branch/Store	20,000.00		
9/25		Deposit Made In A Branch/Store	14,000.00		
9/25		Deposit Made In A Branch/Store	10,000.00		
9/25		Online Transfer to Tri-Med Corporation Ref #1beqts57Fn Business Checking Badloo Investment		100,000.00	1,413,832.91
9/26		Online Transfer to Tri-Med Corporation Ref #1be08Lg3P4 Business Checking Purchase of 9/26/13 A/R From Ipc		112,689.00	1,301,143.91
9/30		Online Transfer to Tri-Med Corporation Ref #1beqttownd Business Checking Partial Sept Expense Dist/Min Off 9/30/13		10,000.00	1,291,143.91
10/1		Deposit Made In A Branch/Store	100,000.00		
10/1		Deposit Made In A Branch/Store	70,000.00		
10/1		Deposit Made In A Branch/Store	50,000.00		1,511,143.91
10/2		Deposit Made In A Branch/Store	18,000.00		
10/2		Deposit Made In A Branch/Store	10,000.00		1,539,143.91
10/4		Deposit	40,000.00		
10/4		Deposit	28,000.00		
10/4		Deposit	10,000.00		1,617,143.91
10/7		Online Transfer to Tri-Med Corporation Ref #1be08Pmx6 Business Checking Mgmt Fee Sept for Tri Med Assoc All Groups		75,100.00	
10/7		Online Transfer to Tri-Med Corporation Ref #1be08Cmvkky Business Checking Bal of Sept Expense Dist/Min Off 10/6/13		24,982.50	
10/7		Online Transfer to Tri-Med Corporation Ref #1beqtwubm6 Business Checking Sept Expense Dist/Gen Off Exp 10/6/13		34,982.50	
10/7		Online Transfer to Tri-Med Corporation Ref #1be08Cmvibc Business Checking Cust Int Reserve Sept 2013 for All Groups		84,035.00	
10/7		Online Transfer to Tri-Med Corporation Ref #1beg5Qtx25 Business Checking Overhead Reserve for Sept 2013 Exp Dist		32,400.00	
10/7		Online Transfer to Tri-Med Corporation Ref #1be2Kjwr25 Business Checking Sept 2013 Mgmt Dist to Brent/Parker/Simon		2,900.00	1,362,743.91
10/8		Deposit	10,000.00		
10/8		Online Dep Detail & Images		3.00	1,372,740.91
10/9		Deposit	10,000.00		
10/9		Deposit	10,000.00		
10/9		Online Transfer to Tri-Med Corporation Ref #1bamxvdksw Business Checking Investment Part One IN Jram Software CO		100,000.00	1,292,740.91
10/11		Deposit	85,000.00		
10/11		Deposit	26,078.88		1,403,819.79
10/15		Online Transfer to Tri-Med Corporation Ref #1be2Km2Kcf Business Checking Jeremys 2012 Personal Fed and MN Taxes		44,727.00	1,359,092.79

10099

TRI-MED CORPORATION
MINNESOTA OFFICE EXPENSE ACCT.
34931 US HIGHWAY 19 N. STE. 104
PALM HARBOR, FL 34684-1901

Wells Fargo, N.A.
63-751-631

10/9/13

PAY TO THE ORDER OF International Pain Center \$ 100,000.00
ac h/ls Demand + DOLLARS

MEMO

AUTHORIZED SIGNATURE

01070

ENDORSE HERE

DO NOT WRITE, STAMPS OR SIGNATURES BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

INTERNATIONAL PAIN CENTER PLLC

PAY TO THE ORDER OF
VOYAGER BANK
MINNETONKA, MN 55305

Voyager Bank

ILLINOIS CHECK
2013-10-09
018548838

133613828
291971469-05
514765031

018548838

REQUEST 0000563581300000 100000.00
ROLL ECIA 20131009 000008720354144
JOB ECIA P ACCT 70107
REQUESTOR UI38830
8510867 03/07/2014

Subpoena Processing Philadelphia
Y1372-110
Philadelphia PA 19101

INTERVENTIONAL PAIN CENTER PLLC
1003 WAYATA BLVD, SUITE 200
MINNETONKA, MN 55345

CURRENCY ▶
COIN ▶

CHECKS ▶ 101,901.11

DATE 10/09/13

DEPOSIT TICKET \$ 101,901.11

VOYAGER

MINNETONKA 522 21 10/09/13 09:14
DOL D
ACCT 11719.28

⑆291971469⑆ 0553⑆ 009

\$101,901.11 10/09/2013

INTERVENTIONAL PAIN CENTER PLLC
1003 WAYATA BLVD, SUITE 200
MINNETONKA, MN 55345

CURRENCY ▶ 471.82
COIN ▶ 28.60

CHECKS ▶

DATE 10/17/13

DEPOSIT TICKET \$ 508.42

VOYAGER

MINNETONKA 522 21 10/17/13 09:53
DOL D
ACCT 4508.42

⑆291971469⑆ 0553⑆ 009

\$508.42 10/17/2013

INTERVENTIONAL PAIN CENTER PLLC
1003 WAYATA BLVD, SUITE 200
MINNETONKA, MN 55345

CURRENCY ▶
COIN ▶

CHECKS ▶

DATE 10/22/13

DEPOSIT TICKET \$ 1,919.28

VOYAGER

MINNETONKA 522 21 10/22/13 09:14
DOL D
ACCT 11719.28

⑆291971469⑆ 0553⑆ 009

\$1,919.28 10/22/2013

INTERVENTIONAL PAIN CENTER PLLC
1003 WAYATA BLVD, SUITE 200
MINNETONKA, MN 55345

CURRENCY ▶
COIN ▶

CHECKS ▶

DATE 10/25/13

DEPOSIT TICKET \$ 1,566.81

VOYAGER

MINNETONKA 522 21 10/25/13 11:26
DOL D
ACCT 4508.42

⑆291971469⑆ 0553⑆ 009

\$1,566.81 10/25/2013

INTERVENTIONAL PAIN CENTER PLLC
1003 WAYATA BLVD, SUITE 200
MINNETONKA, MN 55345

CURRENCY ▶
COIN ▶

CHECKS ▶ 1,420.73

DATE 10/28/13

DEPOSIT TICKET \$ 1,420.73

VOYAGER

MINNETONKA 522 21 10/28/13 11:26
DOL D
ACCT 11719.28

⑆291971469⑆ 0553⑆ 009

\$1,420.73 10/28/2013

INTERVENTIONAL PAIN CENTER PLLC
1003 WAYATA BLVD, SUITE 200
MINNETONKA, MN 55345

CURRENCY ▶
COIN ▶

CHECKS ▶ 50,000.00

DATE 10/28/13

DEPOSIT TICKET \$ 50,000.00

VOYAGER

MINNETONKA 522 21 10/28/13 11:26
DOL D
ACCT 450,000.00

⑆291971469⑆ 0553⑆ 009

\$50,000.00 10/28/2013

INTERVENTIONAL PAIN CENTER PLLC
1003 WAYATA BLVD, SUITE 200
MINNETONKA, MN 55345

DATE 10/7/13

PAY TO THE ORDER OF Dr. Stefan Kuo \$ 5,000.00

FOR Payroll Team 10/1/13

VOYAGER

MINNETONKA 522 21 10/07/13 09:14
DOL D
ACCT 11719.28

⑆00522⑆ ⑆291971469⑆ 0553⑆

5221 \$5,000.00 10/07/2013

INTERVENTIONAL PAIN CENTER PLLC
1003 WAYATA BLVD, SUITE 200
MINNETONKA, MN 55345

DATE 10/10/13

PAY TO THE ORDER OF Timed Management \$ 20,000.00

FOR Timed Management

VOYAGER

MINNETONKA 522 21 10/10/13 09:14
DOL D
ACCT 450,000.00

⑆00522⑆ ⑆291971469⑆ 0553⑆

5222 \$20,000.00 10/10/2013

INTERVENTIONAL PAIN CENTER PLLC
1003 WAYATA BLVD, SUITE 200
MINNETONKA, MN 55345

DATE 10/15/13

PAY TO THE ORDER OF ABC Inc. \$ 50,000.00

FOR Salvage

VOYAGER

MINNETONKA 522 21 10/15/13 09:14
DOL D
ACCT 450,000.00

⑆00522⑆ ⑆291971469⑆ 0553⑆

5223 \$50,000.00 10/15/2013

INTERVENTIONAL PAIN CENTER PLLC
1003 WAYATA BLVD, SUITE 200
MINNETONKA, MN 55345

DATE 10/10/13

PAY TO THE ORDER OF Dr. Chad Hill \$ 8,100.00

FOR Salvage

VOYAGER

MINNETONKA 522 21 10/10/13 09:14
DOL D
ACCT 450,000.00

⑆00522⑆ ⑆291971469⑆ 0553⑆

5224 \$8,100.00 10/10/2013

EXHIBIT 32

5226

INTERVENTIONAL PAIN CENTER PLLC
1942 WATZATA BLVD, SUITE 200
SPRINGTOWN, NJ 07081

DATE: 10/16/13 72714-0013

PAY TO THE ORDER OF: Tal Med Management \$ 10,000.00
Ten Thousand & 00/100 DOLLARS & CENTS

VOYAGER

FOR: M.A. 0553*

005226 02919714691

5227

INTERVENTIONAL PAIN CENTER PLLC
1942 WATZATA BLVD, SUITE 200
SPRINGTOWN, NJ 07081

DATE: 10/17/13 72714-0013

PAY TO THE ORDER OF: Tal Med Management \$ 2,000.00
Two Thousand & 00/100 DOLLARS & CENTS

VOYAGER

FOR: M.A. 0553*

005227 02919714691

5226 \$10,000.00 10/16/2013

5227 \$2,000.00 10/18/2013

5228

INTERVENTIONAL PAIN CENTER PLLC
1942 WATZATA BLVD, SUITE 200
SPRINGTOWN, NJ 07081

DATE: 10/16/13 72714-0013

PAY TO THE ORDER OF: Daniel J. Interim \$ 29,000.00
Twenty Nine Thousand & 00/100 DOLLARS & CENTS

VOYAGER

FOR: M.A. 0553*

005228 02919714691

5229

INTERVENTIONAL PAIN CENTER PLLC
1942 WATZATA BLVD, SUITE 200
SPRINGTOWN, NJ 07081

DATE: 10/17/13 72714-0013

PAY TO THE ORDER OF: Sunday Enterprises \$ 17,000.00
Seventeen Thousand & 00/100 DOLLARS & CENTS

VOYAGER

FOR: M.A. 0553*

005229 02919714691

5228 \$29,000.00 10/21/2013

5229 \$1,750.00 10/21/2013

5230

INTERVENTIONAL PAIN CENTER PLLC
1942 WATZATA BLVD, SUITE 200
SPRINGTOWN, NJ 07081

DATE: 10/22/13 72714-0013

PAY TO THE ORDER OF: Interventional Pain Center \$ 500.00
Five Hundred & 00/100 DOLLARS & CENTS

VOYAGER

FOR: Transfer by checkbook Print 0553*

005230 02919714691

5231

INTERVENTIONAL PAIN CENTER PLLC
1942 WATZATA BLVD, SUITE 200
SPRINGTOWN, NJ 07081

DATE: 10/29/13 72714-0013

PAY TO THE ORDER OF: Tal Med Management \$ 8,000.00
Eight Thousand & 00/100 DOLLARS & CENTS

VOYAGER

FOR: M.A. 0553*

005231 02919714691

5230 \$500.00 10/22/2013

5231 \$8,000.00 10/29/2013

**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.

_____ /

**RECEIVER'S MOTION TO EXPAND SCOPE OF THE RECEIVERSHIP
TO INCLUDE INTERVENTIONAL PAIN CENTER, PLLC,
AND INCORPORATED MEMORANDUM OF LAW**

Pursuant to Fla. Stats. § 517.191(2), Rule 1.100 of the Florida Rules of Civil Procedure, and the March 4, 2014, Order appointing receiver, Burton W. Wiand, as Receiver (the “**Receiver**”) for Tri-Med Corporation (“**Tri-Med**”) and Tri-Med Associates Inc. (“**TMA**”) (Tri-Med and TMA are collectively referred to as the “**Receivership Entities**”), moves the Court to expand the scope of this Receivership to include Interventional Pain Center, PLLC (“**IPC**”). **IPC was created and controlled by, and is still controlled by, Defendant Jeremy Anderson; it was funded through the receipt of nearly \$1 million in money stolen from Tri-Med investors; and Defendant Anderson is continuing to use IPC to steal money generated by accounts receivables that belong to Tri-Med.** As explained below and supported by the Affidavit of Burton W. Wiand, as Receiver, in Support of Motion to Expand Scope of the

EXHIBIT 33

Receivership to Include Interventional Pain Center, PLLC (the “**Receiver’s Aff.**”), which is being filed along with this motion, IPC:

(1) was created and has always been controlled by Defendant Jeremy Anderson (“**Defendant Anderson**”) and it received nearly **\$1 million** of investor funds from Tri-Med;

(2) received \$300,000 from Tri-Med **shortly after this Court froze Tri-Med’s assets**, which money was subsequently transferred to Defendant Anderson’s close friend to evade the freeze and disbursed at the direction of Defendant Anderson;

(3) has received at least **\$150,000** in payments on medical account receivables that belong to but have not been turned over to Tri-Med;

(4) is likely in possession of equipment and furnishings purchased with Tri-Med investor funds;

(5) has been used by Defendant Anderson in violation of the asset freeze in this case to funnel money that rightfully belongs to Tri-Med investors to pay for legal fees incurred by Defendant Anderson, sales agent A.J. Brent, and their efforts to dupe defrauded investors into filing an involuntary bankruptcy petition for Tri-Med;

(6) is currently being sued by multiple former IPC employees, which leaves IPC susceptible to money judgments which will further dissipate its assets; and

(7) is subject to this Court’s personal jurisdiction even though it is a Minnesota entity, for the reasons discussed below.

IPC should be added to this Receivership so that additional assets bought with Tri-Med investors’ money can be brought under the Receiver’s control and protection. This Court has previously granted the Receiver’s request to expand this Receivership to include TMFL Holdings, LLC, a company that, like IPC, was funded with Tri-Med investors’ money and controlled by Defendants. *See Receiver’s Aff.* ¶ 2, Ex. 4.

EXHIBIT 33

BACKGROUND

1. On March 4, 2014, Florida's Office of Financial Regulation ("OFR") filed this enforcement action against Defendants Tri-Med; TMA; Jeremy Anderson; Anthony N. Nicholas, III; Eric Ager; Irwin Ager; and Teresa Simmons Bordinat a/k/a Teresa Simmons; and on March 25, 2014, filed an amended complaint adding Anthony N. Nicholas, Jr. ("**Defendant Nicholas Jr.**"), as a defendant (collectively, "**Defendants**"). *See* Receiver's Aff. ¶ 2, Ex. 2.

2. Also on March 4th, the Court entered an Order appointing the Receiver (the "**Order Appointing Receiver**") as receiver over Tri-Med and TMA. *See Id.* ¶ 2, Ex. 3. On the Receiver's motion, the Court subsequently expanded this receivership to include TMFL Holdings, LLC on May 13, 2014. *Id.* ¶ 2, Ex. 4.

3. In relevant part, the Order Appointing Receiver prohibited Defendants from accepting, moving, transferring, or withdrawing any assets or property controlled or owned by Defendants or the Receivership Entities. The Order also conferred on the Receiver the duty and authority to "marshal and safeguard all such properties and assets [of Receivership Entities]" and take any actions necessary for the protection of investors. *Id.* ¶ 2, Ex. 3.

4. The Order Appointing Receiver also states,

In the event that the Receiver discovers that funds of investors in the scheme that is the subject of this case have been transferred to other persons or entities, the Receiver shall apply to this Court for an Order giving the Receiver possession of such funds and, if the Receiver deems it advisable, *extending this receivership over any person or entity holding such investor funds.*

Id. (emphasis added).

5. Defendants violated Florida securities laws from at least 2011 forward by raising over \$17 million in connection with the offer and sale of unregistered securities based on fraudulent misrepresentations that, among other things, all of the money would be (a) used to

EXHIBIT 33

purchase medical practice accounts receivable (“A/R”) backed by Letters of Protection (“LOPs”)¹ and (b) safeguarded by being kept in an attorney trust account. *See* Receiver’s Aff. ¶¶ 7 – 9, 16.

6. Following a lengthy evidentiary hearing on October 22, 2014, this Court found that “[t]he whole series of introduction of evidence and testimony in this case is highly suggestive of numerous criminal offenses that they might be fearful of from tax evasion to securities violations to fraud and theft, et cetera, et cetera.” The Court further found that “the evidence is clear and convincing and reaches a very high level that this was a fraudulent scheme to steal people’s money.”

IPC Was Created By A Principal Of Tri-Med And Funded With Scheme Proceeds

7. IPC was formed on July 10, 2013, and has a principal place of business at 10653 Wayzata Blvd., Suite 200, Minnetonka, Minnesota 55305. *Id.* ¶ 17, Ex. 6. IPC was in the business of providing medical services, and a significant portion, if not all, of its business consisted of providing medical services to accident victims in exchange for LOPs or similar contractual commitments to pay for services.

8. Most, if not all, of this A/R was assigned to Tri-Med to try to justify part of the large amount of investors’ money transferred from Tri-Med to IPC, and each of the assignment documents specified that Florida law would govern any dispute that arose. *Id.* ¶ 26, Ex. 14. As noted, IPC received numerous wire transfers of investors’ money from Tri-Med; those wires were initiated from Tri-Med bank accounts in Pinellas County.

¹ LOPs are contracts involving a patient who ostensibly suffered injuries during an accident, the patient’s attorney, and the medical services provider under which the patient and attorney agree to pay all or part of the total billed by the medical services provider from the proceeds of any pre-suit settlement or lawsuit settlement or judgment the patient may obtain.

EXHIBIT 33

9. Although Minnesota law requires a medical services provider such as IPC to be owned and operated by a licensed doctor, in reality IPC was owned, operated, and controlled by Defendant Anderson, who is not a licensed doctor. Former IPC employee Dr. Ketroser, who was hired by Defendant Anderson, explained under oath:

Defendant Anderson was the *de facto* owner and operator of IPC and exercised absolute and sole control over IPC. This included sole control over IPC's books and records, hiring and firing decisions, and both critical and day-to-day business operations.

Receiver's Aff. ¶ 18, Ex. 7 at ¶ 4 (Affidavit of David Ketroser ("**Ketroser Aff.**")).²

10. Defendant Anderson even admitted controlling IPC's bank account in a December 29, 2013, email he sent to an accountant for Tri-Med:

"IPC costs is A/R that IPC (Interventional Pain Center) sold to Tri Med Corp. [Defendant Nicholas Jr.] ... would transfer them money into my account from the Tri Med Trust account and I would transfer it to the IPC banking account that I control."

Receiver's Aff. ¶ 42, Ex. 24.

11. Dr. Ketroser also testified that Defendant Anderson located all funding for IPC's operations. *Id.* ¶ 18, Ex. 7 at ¶ 5. That funding came from Tri-Med investors. Specifically, from IPC's formation in July 2013 until this Court placed Tri-Med in receivership in March 2014, IPC received at least \$970,000 in transfers from Tri-Med of investor funds as follows:

<u>Date</u>	<u>Amount</u>	<u>From</u>	<u>Check #</u>
7/31/2013	\$1,496.07	Tri-Med	10060
7/31/2013	\$13,682.80	Tri-Med	10062
8/12/2013	\$15,000.00	Tri-Med	10069
8/30/2013	\$21,500.00	Tri-Med	10079
9/13/2013	\$17,000.00	Tri-Med	10093
9/15/2013	\$20,000.00	Tri-Med	10096

² Indeed, given that IPC was funded and created using investor funds subject to the asset freeze incorporated into the Orders Appointing Receiver, Defendant Anderson's continual operation of IPC and use of those funds is in direct violation of the asset freeze.

EXHIBIT 33

9/26/2013	\$112,689.00	Tri-Med	Wire
10/9/2013	\$100,000.00	Tri-Med	10099
10/28/2013	\$50,000.00	Tri-Med	10105
11/13/2013	\$20,000.00	Tri-Med	10114
11/27/2013	\$25,000.00	Tri-Med	10122
12/6/2013	\$10,000.00	Tri-Med	10126
12/11/2013	\$30,000.00	Tri-Med	10129
12/27/2013	\$30,000.00	Tri-Med	10141
1/13/2014	\$30,000.00	Tri-Med	Wire
1/28/2014	\$50,000.00	Tri-Med	Wire
2/12/2014	\$70,000.00	Tri-Med	Wire
2/26/2014	\$50,000.00	Tri-Med	Wire
2/26/2014	\$5,000.00	Tri-Med	10159
3/5/2014	<u>\$300,000.00</u>	Tri-Med	Wire
Total:	\$971,367.87		

Receiver's Aff. ¶¶ 21 – 22. IPC was funded and created using these funds.³ *Id.*

12. Defendant Anderson also caused the transfer of \$50,000 of Tri-Med investors' money to IPC on August 14, 2013, through a Georgia limited liability company, which operated a restaurant, in which Defendant Anderson had made an investment in his name using Tri-Med investor funds. *Id.* ¶ 24, Exs. 11, 12.

13. Further, at least \$6,000 of Tri-Med investors' money was transferred to IPC through an account in the name of Tri-Med Management, Inc. ("TMM"), which was an entity owned, operated, and controlled by Defendant Anderson that derived all of its funds from Tri-Med. *Id.* ¶ 25, Ex. 13.

³ During the initial few months, IPC also sporadically received checks that appear to have been payment for services provided to patients. These amounts, however, were insignificant, *see* Receiver's Aff. ¶ 23, and in any event, in all likelihood at least some, if not all, of those checks should have been turned over to Tri-Med since, as detailed in paragraph 16, *infra*, most if not all of IPC's A/R was assigned to Tri-Med.

EXHIBIT 33

14. In sum, IPC received approximately \$1 million of Tri-Med investors' money; the vast majority of it came directly from Tri-Med and a small part of it came indirectly through TMM and a Georgia limited liability company.

15. That money was used for a variety of unauthorized purposes, including payment of IPC's general expenses and employee salaries; transfers to Defendant Anderson's girlfriend, Holly Kwon; and transfers to TMM which were used to by Defendant Anderson to pay his personal expenses, including his rent in a high-priced luxury building. Receiver's Aff. ¶ 34.

***Most, If Not All, Of IPC's A/R Was Assigned To Tri-Med,
Yet Tri-Med Has Never Received Any Money IPC
Has Been Paid In Satisfaction Of That A/R***

16. As mentioned above in paragraph 8, from September 2013 to March 2014, IPC and Tri-Med entered into multiple "Assignments of Medical Receivables" (the "**Assignments**") which assigned to Tri-Med most, if not all, of IPC's A/R, with a purported face value of at least \$1.3 million.⁴ See *Id.* ¶ 26, Ex. 14. These Assignments were purportedly signed by Defendant Nicholas Jr. on behalf of Tri-Med and by IPC officer Dr. Chad Hill ("**Hill**") on behalf of IPC.

⁴ These numbers may be modified as the Receiver continues his review and analysis of the accounts receivable and there is a strong likelihood that the numbers will decrease because, for example, this number likely includes receivables which were double sold by medical providers and ones which otherwise may not be valid.

Notably, often the Assignment of IPC's A/R to Tri-Med was done as an afterthought to justify earlier transfers of money from Tri-Med to IPC. For example, at least one time, Defendant Anderson needed an infusion of money into IPC from Tri-Med to pay IPC expenses and only later re-characterized the transfer as being for purchase of A/R. In an email exchange between Defendants Anderson and Nicholas Jr., Defendant Anderson wrote:

I need you to transfer 50,000 into my account so I can transfer it into IPC account to make payroll and month end bills. I need this done today because payroll hits tomorrow. I will make sure Ekta gets you at least 150,000 in billing on a similar work sheet and list it as "IPC DPS Book Value 2".

Id. ¶ 40, Ex. 22.

EXHIBIT 33

17. Despite the Assignments, **the Receiver has never seen any evidence that IPC ever turned over to Tri-Med any money that IPC received as payment for any of that A/R.**

18. Specifically, the Receiver recently learned that Defendant Anderson, through IPC, has collected **nearly \$150,000** in just 2014 alone on the A/R assigned from IPC to Tri-Med. Receiver's Aff. ¶ 32, Ex. 16. Information available to the Receiver also suggests that Defendant Anderson continues to collect on the receivables previously sold to Tri-Med and thus misappropriate monies rightfully belonging to Tri-Med. *Id.* ¶ 32. Nevertheless, **not a single penny has been turned over to Tri-Med; rather, it has been used by Defendant Anderson for his personal benefit and for other unauthorized purposes.** *Id.* Indeed, Dr. Ketroser testified in his affidavit that "while IPC received payments on the A/R sold to Tri-Med, Defendant Anderson did not transfer any of that money to Tri-Med." *Id.* ¶ 18, Ex. 7 at ¶ 9.

19. For example, IPC assigned to Tri-Med A/R with a total face value of \$23,473.10 for services provided by IPC to patient L.B. (the "**L.B. Receivables**") as reflected in Assignments 1, 3, 4, and 7. *Id.* ¶ 30. On June 5, 2014 – after the Court entered the Order Appointing Receiver – IPC received \$17,206.50 as payment for the L.B. Receivables. *Id.* ¶ 31, Ex. 15. However, no one ever contacted the Receiver to turn over those payments to Tri-Med as was required by the Order Appointing Receiver and the Assignments.

20. Collection of money on A/R assigned from IPC to Tri-Med is also confirmed by emails between Defendants Anderson and Nicholas Jr., such as a December 5, 2013, email which discussed taking more money from Tri-Med for each Assignment. *Id.* ¶ 41, Ex. 23. None of those collections have ever been turned over to Tri-Med.

21. Hill testified that Defendant Anderson continues to be actively involved in IPC:

EXHIBIT 33

18 Q. When was the last time you saw Jeremy
19 Anderson?
20 A. Um, what is it, Friday? On Tuesday or
21 Wednesday of this week I was over at the office.

Receiver's Aff. ¶ 20, Ex. 9 (referring to June 2 or 3, 2015).

22. The continuing inflow of payments on the IPC A/R assigned to Tri-Med is a valuable asset of the Receivership Entities, and Defendant Anderson's continued control and operation of IPC has prevented those assets and funds from being turned over to the Receivership Estate despite IPC's receipt of defrauded Tri-Med investors' money for that A/R.⁵

Defendants Invoked Their Fifth Amendment Rights And Refused To Answer Relevant Questions

23. During deposition testimony, Defendant Anderson, the only Defendant that appeared to be involved in IPC and the relationship between Tri-Med and IPC, asserted his Fifth Amendment Constitutional right against self-incrimination when asked (a) about the relationship between IPC and Tri-Med; (b) whether Tri-Med monies were provided to IPC; and (c) whether IPC's initial funding derived from Tri-Med funds. Receiver's Aff. ¶ 19, Ex. 8.

⁵ Defendant Anderson has stonewalled the Receiver's efforts to discover information about IPC and the A/R assigned to Tri-Med. Specifically, the Receiver subpoenaed IPC on March 29, 2014 (the "**IPC Subpoena**"), shortly after learning of IPC. *Id.* ¶ 43, Ex. 25. Among other things, the IPC Subpoena sought documents about IPC's relationship with Defendant Anderson and Receivership Entities; the A/R assigned by IPC to Tri-Med; and the money received by IPC on the assigned A/R. Although IPC produced documents showing assignment of A/R to Tri-Med, it did not produce documents responsive to the majority of document requests, including requests about money received by IPC for the A/R that was assigned to Tri-Med. The Receiver had to retain Minnesota counsel to compel production under the IPC Subpoena, and on January 27, 2015, a Minnesota court ordered IPC to produce documents responsive to the IPC Subpoena by February 10, 2015. *Id.* ¶ 44, Ex. 26. IPC still failed to produce documents responsive to the majority of the requests.

EXHIBIT 33

IPC Received A \$300,000 Wire Transfer From Tri-Med In Violation Of The Asset Freeze

24. On the morning of March 5, 2014, the Court entered the Order Appointing Receiver which, in relevant part, froze Tri-Med's and Defendants' assets and prohibited Defendants from moving, transferring, or concealing any funds or assets in their possession or control. Receiver's Aff. ¶ 2, Ex. 3. Defendants each received notice of the Order shortly after it was entered, including Defendant Anderson, through email and other means. Despite the freeze, at 2pm that same day, Defendant Anthony N. Nicholas, Jr. wire transferred \$300,000 from Tri-Med to IPC (the "\$300,000 Transfer"). *Id.* ¶ 36, Ex. 18.

25. The wire transfer confirmation contained a notation for "Purchase of AR," but this was a lie. Rather, the transfer was made so Defendant Anderson could evade the asset freeze through his control of IPC's bank account. Once the money reached IPC's account, Defendant Anderson immediately moved the money to Hill's personal account to further evade the asset freeze by writing two checks totaling \$175,000 to Hill. *Id.* ¶ 37, Ex. 19. Hill testified,

9 A. It was to cover any IPC expenses,
10 because our payroll account has already been shut
11 down at that time from Tri-Med Management, not our
12 but IPC's money that was in Tri-Med Management was
13 already shut down, and the fear was IPC's accounts
14 would get shut down, too, and we would have to
15 close the doors tomorrow.

21 Q. So that's why the money came from IPC
22 to you, you or somebody at IPC didn't want to keep
23 it in IPC's account; is that right?

24 A. That is correct.

EXHIBIT 33

8 Q. Why did IPC write you a check for
9 \$75,000 on March 13th?
10 A. Once again, the fear amongst all of us
11 that, you know, if -- if the Receiver was able to
12 shut down this account, they could shut down this
13 account any day, and any day we could end up losing
14 however much money was in there.

Receiver's Aff. ¶ 20, Ex. 9.

26. These were not legitimate transfers to Hill; rather, they were designed to evade the asset freeze and give control of Tri-Med assets to Defendant Anderson. After the \$175,000 was deposited in Hill's savings account at Wings Financial Credit Union, the following transfers were made from that account – transfers that Hill testified were done at Defendant Anderson's direction:

- A \$75,000 wire transfer on March 11, 2014, to a Wells Fargo bank account belonging to Akerman, LLP, a law firm which represented Defendants Anderson and Nicholas III early in this matter;
- A \$7,215.15 wire transfer on March 18, 2014, to Chase Bank to cover IPC's employee payroll;
- A \$10,000 wire transfer on March 20, 2014, to a Suntrust Bank account for "Lux Investor Services, Inc.," which is a company tied to an unlicensed attorney who has been assisting Defendants;
- Wire transfers of \$15,000, \$10,000, and \$25,000 on March 20, 2014, April 17, 2014, and April 23, 2015, respectively, to a Regions Bank account belonging to attorney William Borja, who represented Defendants Anderson and Nicholas Jr. for some time after Akerman LLP withdrew; and
- A \$25,000 wire transfer on March 28, 2014, to a Comerica Bank account in the name of a defrauded Tri-Med investor;

Receiver's Aff. ¶ 38, Ex. 20; ¶ 20, Ex. 9.

EXHIBIT 33

27. Hill testified that Defendant Anderson told him that money was all being used to pay attorneys to prevent IPC's assets from being frozen. Receiver's Aff. ¶ 20, Ex. 9. But only two of those transfers went to attorneys and neither of them ever represented IPC; rather, they represented certain individual Defendants, including Defendants Anderson and Nicholas Jr.

Defendant Anderson Continues To Use IPC To Steal Assets That Belong To Tri-Med

28. Defendant Anderson is also using IPC to circumvent the asset freeze imposed by the Order Appointing Receiver by using money that belongs to Tri-Med to pay for the legal representation of certain Defendants and third parties Defendants have recruited to interfere with the Receivership. Specifically, over \$20,000 has been transferred directly or indirectly from IPC to former Tri-Med sales agent and Defendant Anderson ally A.J. Brent ("**Brent**") through wire transfers and checks for payment of attorney's fees for certain third parties who have been deceived by Defendant Anderson, Brent, and others into placing Receivership entities into bankruptcy to interfere with the Receiver and OFR. Money held by IPC was transferred to Hill, and Defendant Anderson then directed Hill to transfer that money to Brent, falsely claiming that Brent "worked at an attorney's office." *Id.* ¶ 20, Ex. 9.

29. This is further detailed in the Supplemental Opposition to Motion Seeking Relief from Injunction Following Discovery of Defendants' Role in Bankruptcy Related Motions and Request for Order to Show Cause filed by OFR on March 6, 2015, along with its supporting evidence. In that Opposition, OFR detailed how Defendant Brent received over \$20,000 in checks and wires originating from IPC's bank account and that of Tony In, an IPC manager, that were subsequently used to pay for attorney's fees incurred in filing a motion to place Tri-Med into involuntary bankruptcy. Defendant Anderson has also caused IPC to transfer funds directly to attorneys on his behalf. *Id.* ¶ 38, Ex. 20

EXHIBIT 33

30. IPC has also transferred at least \$1,500, presumably at Defendant Anderson's direction, to Mary Ann Nicholas, the daughter of Defendant Nicholas Jr. *Id.* ¶ 39, Ex. 21.

Defendant Anderson Forged Over \$1 Million Worth Of Checks

31. IPC had a bank account at Voyager Bank (the “**IPC Voyager Account**”) over which Dr. Michael Mai had signing authority. *Id.* ¶ 33, Ex. 16. Numerous checks appearing to contain the signature of Dr. Mai were written on this account from July 2013 to January 2015 for various purposes including numerous checks to Dr. Chad Hill, significant transfers to TMM, checks for Defendant Anderson's monthly rent at a luxury hotel, and transfers to Defendant Anderson's girlfriend. *Id.* ¶ 34.

32. On January 23, 2015, Dr. Mai filed a police report with the Minnetonka Police Department stating, in relevant part, that he had ceased his association with IPC on or before September 2013, and that he had neither signed nor authorized anyone else to sign any checks written on the IPC Voyager Account following this date. *Id.* ¶ 35, Ex. 17. According to the police report, more than \$1.2 million in checks were signed with Dr. Mai's forged signature from September 2013 to December 2014. *Id.* One of the reasons cited by Dr. Mai in the police report was his concern with “some ‘shady’ things the [sic] Anderson was doing such as referring his clients to other people as well as other money issues.” *Id.*

33. Dr. Hill testified that he never saw Dr. Mai sign or write any checks written out to him, and that those checks were handed to him by Defendant Anderson. *Id.* ¶ 20, Ex. 9.

IPC Is A Defendant In Multiple Cases, And Adverse Judgments Will Jeopardize Assets That Rightfully Belong To This Receivership

34. IPC is a defendant in several lawsuits in Minnesota seeking lost wages and other damages, including the following:

EXHIBIT 33

- *David Ketroser M.D. v. Interventional Pain Center PLLC et al.*, Case No. 27-CV-15-4375;
- *Center for Pain Management P.A. et al. v. Interventional Pain Center PLLC*, Case No. 27-CV-14-18620; and
- *Adam Locketz et al. v. Interventional Pain Center PLLC et al.*, Case No. 27-CV-14-19465.

35. If any of those plaintiffs obtain a judgment against IPC, it will jeopardize IPC's outstanding A/R assigned to Tri-Med and any other assets held by IPC that were funded with Tri-Med investors' money, which likely include most, if not all, of them.

36. Placing IPC into receivership will allow the Receiver to take control and preserve the IPC A/R assigned to Tri-Med and the other assets purchased with Tri-Med investors' money for the benefit of defrauded investors.

MEMORANDUM OF LAW

37. This Court's power to supervise this receivership and decide the appropriate actions to be taken in its administration is extremely broad. *SEC v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992). "It is well established that the court which appoints a receiver may issue orders as are necessary and proper for the property and interests of those concerned." *City of Kissimmee v. Dep't of Env'tl. Regulation*, 753 So. 2d 770, 772 (Fla. 5th DCA 2000). Indeed, the Order Appointing Receiver specifically states that if the Receiver discovers that investor funds were transferred to other persons or entities, the Receiver "shall" petition the Court to extend the Receivership "over any person or entity holding such investor funds." Receiver's Aff. ¶ 2, Exs. 3, 4; *see Puma Enters. Corp. v. Vitale*, 566 So. 2d 1343, 1345 (Fla. 3d DCA 1990) (court has power to expand scope of receivership when it appears that receivership assets have been transferred or otherwise dissipated).

EXHIBIT 33

I. THIS COURT HAS PERSONAL JURISDICTION OVER IPC

38. Although IPC is located in Minnesota, this Court has personal jurisdiction over it because IPC (1) is within the reach of Florida's long arm statute, Fla. Stats. § 48.193 (“**Section 48.193**”), and (2) has had sufficient “minimum contacts” with Florida so that “maintenance of the suit does not offend ‘traditional notions of fair play and substantial justice’” imposed by the Due Process Clause of the U.S. Constitution's Fourteenth Amendment. *Int'l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945); *see Cable/Home Commc'n Corp. v. Network Prod., Inc.*, 902 F.2d 829, 854-855 (11th Cir. 1990); *Venetian Salami Co. v. J.S. Parhenais*, 554 So. 2d 499, 500-02 (Fla. 1989).

39. Relevant to personal jurisdiction, as shown above, IPC derived its funding from Tri-Med in Florida, which raised the money from Florida investors by selling securities in Florida. The individual who controlled IPC, Defendant Anderson, also was Tri-Med's principal. Further, IPC entered into at least nine contracts with Tri-Med over the course of almost a full year to sell most, if not all, of its A/R to Tri-Med in Florida, and each of those contracts stipulated to application of Florida law. In addition, each off those contracts required IPC to turn over payments on all of the assigned A/R to Tri-Med in Florida.

40. These facts confer on this Court long-arm jurisdiction under several provisions of Section 48.193. First, Section 48.193(1)(a)(1) is satisfied because IPC is an entity “engaging in ... a business or business venture in this state.” Although a “business venture” can be a single project or transaction (*see Atlantis Marina & Yacht Club, Inc. v. R&R Holdings, Inc.*, 766 So.2d 1163, 1165 (Fla. 3d DCA 2000)), here IPC had numerous business dealings with Tri-Med over almost a full year. Second, Section 48.193(1)(a)(2) is also satisfied because IPC “committed a tortious act within this state” each time it failed and continues to fail to turn over to Tri-Med money collected on A/R it assigned to Tri-Med. *See Int'l Harvester v. Mann*, 460 So. 2d 580

EXHIBIT 33

(Fla. 1st DCA 1984) (“[T]he commission of a tort [in Florida] for purposes of establishing long-arm jurisdiction does not require physical entry into the state, but merely requires that the place of *injury* be within Florida.”) (original emphasis); *Carida v. Holy Cross Hosp.*, 424 So. 2d 849 (Fla. 4th DCA 1982) (same). Third, Section 48.193(1)(a)(6) is also satisfied because IPC “Caus[ed] injury to persons or property within this state arising out of an act or omission by the [IPC] ... outside this state, if at or about the time of the injury ... [IPC] ... was engaged in solicitation ... activities within this state” Fourth, Section 48.193(7) is also satisfied because IPC breached “a contract in this state by failing to perform acts required by the contract to be performed in this state” each time it failed to turn over to Tri-Med in Florida payments IPC received on assigned A/R. Fifth, Section 48.193(2) is also satisfied because IPC was “engaged in substantial and not isolated activity within this state” as it had “continuous and systematic general business contacts” with Florida by obtaining its funding from Tri-Med and its investors in Florida, executing nine contracts with Tri-Med over almost a full year, and committing to turn over to Tri-Med in Florida payments IPC received on A/R. *See Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 416 (1984); *Carib-USA Ship Lines Bahamas Ltd. v. Dorsett*, 935 So. 2d 1272 (Fla. 4th DCA 2006). Although only one of Section 48.193’s provisions needs to be satisfied, the facts here satisfy five of those provisions.

41. These facts also establish that personal jurisdiction over IPC does not violate the Due Process Clause of the U.S. Constitution’s Fourteenth Amendment. Due process requires that a nonresident have “fair warning” that a particular activity may subject it to the jurisdiction of a foreign sovereign. *See Burger King Corp. v. Rudzewicz*, 471 U.S. 462 (1985). To satisfy due process here, (1) IPC must have had sufficient “minimum contacts” with Florida and (2) the exercise of jurisdiction over IPC must not offend “traditional notions of fair play and substantial

EXHIBIT 33

justice.” *Id.* Determining whether “minimum contacts” with Florida exist requires consideration of (1) whether there was purposeful availment of a privilege to conduct business in Florida; (2) whether the alleged contacts give rise to the alleged cause of action; and (3) whether IPC should reasonably anticipate being hailed into a Florida court. *Id.* at 474-75; *World-wide Volkswagen Corp. v. Woodson*, 44 U.S. 286 (1980). All three elements are satisfied as IPC deliberately sought and obtained funding from Tri-Med and its investors in Florida; it assigned most, if not all, of its A/R to Tri-Med in Florida; it memorialized those assignments in at least nine separate contracts explicitly governed by Florida law; and it committed to pay to Tri-Med in Florida all payments it received on the assigned A/R. Unquestionably, this Court’s exercise of jurisdiction over IPC will not offend “traditional notions of fair play and substantial justice.”

II. THIS RECEIVERSHIP SHOULD BE EXPANDED TO INCLUDE IPC

42. Among the factors to be considered in deciding whether to expand a receivership are (1) commingling of funds; (2) unauthorized diversion of funds or assets to other than corporate purposes and to the detriment of creditors; (3) concealment and misrepresentation of the identify of responsible ownership and management; (4) non-functioning of other officers or directors; and (5) treatment by an individual of corporate assets as his own. *See SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 234 (D. Nev. 1985), *aff’d*, 805 F.2d 1039 (9th Cir. 1986); *see also SEC v. Elliott*, 953 F.2d 1560, 1565, n.1 (11th Cir. 1992) (holding that court may extend equitable receivership over related entities). “The particular situation must generally present an element of injustice of fundamental unfairness.” *Elmas Trading Corp.*, 620 F. Supp. at 234. A more flexible approach is warranted in cases like this one that involve enforcement of securities laws. *Id.* at 233. A key goal for expansion of a receivership is “to ensure that all available assets are brought within the receivership and may properly be distributed to creditors.” *Id.* That is

EXHIBIT 33

precisely the purpose of this motion and, as explained below, the facts here warrant expansion of this Receivership to include IPC.

A. IPC Was Funded With Money From Tri-Med And Its Investors

43. As *Elmas Trading* explained, it is crucial that the alleged wrongdoers not be able to dissipate money rightfully belonging to investors into entities related to or affiliated with the receivership entity. 620 F. Supp. at 233-34 (expansion of receivership warranted to include related entities upon showing of *inter alia* a comingling of funds that presents “an element of injustice or fundamental unfairness”). The Receiver’s Affidavit and its extensive evidence establishes that Tri-Med investors’ funds served as IPC’s funding and that IPC depended entirely on these infusions to start and keep its business operating: after Defendant Anderson started IPC in July 2013, he transferred **nearly \$1 million** of Tri-Med investor funds from Tri-Med to IPC in the ensuing eight months. *See id.* at 235 (“[I]t also appeared that several of these entities relied heavily on Elmas and ROBL for any business transactions. This raises the inference of intertwined operations and mere corporate shells.”); Receiver’s Aff. ¶ 21.

B. Nearly \$1 Million Of Investor Funds Was Improperly Diverted To IPC, Including \$300,000 After This Court Froze Tri-Med’s Assets

44. The Receivership should be expanded to include IPC also because IPC was funded through the unauthorized diversion of approximately \$1 million raised from Tri-Med investors to their detriment. As explained above in paragraphs 5, 8, and 15, although Tri-Med investors were told Tri-Med would use investor funds to buy LOPs, they were not told that nearly \$1 million of their money would be used to fund the startup of a Minnesota pain clinic created and controlled by Defendant Anderson, including the payment of IPC’s expenses and salaries. *Id.* ¶¶ 21, 34. And although \$517,000 of those funds purportedly were for the purchase of IPC A/R under the Assignments, the balance of the money was simply stolen without any

EXHIBIT 33

effort whatsoever to justify the diversion of those funds, and even the \$517,000 ostensibly used to pay for the Assignments was, in effect, stolen since none of the money generated by the assigned IPC A/R has ever been turned over to Tri-Med.

45. Similarly, investors were not told that tens of thousands of their dollars would be funneled to IPC and subsequently to Tri-Med Management, which was also owned and controlled by Defendant Anderson and used by him to divert money for his personal and living expenses. And they also were not told that Defendant Anderson transferred large amounts of those funds from IPC to third parties with no business relationship to IPC or Tri-Med, including Defendant Anderson's girlfriend, Holly Kwon. *Id.* at ¶ 34.

46. Further still, Defendants improperly transferred to IPC \$300,000 from Tri-Med after they were provided notice that Tri-Med's assets had been frozen by this Court. *See supra* ¶¶ 11, 24.

47. But most notably, Tri-Med investors were never told that none of the money collected by IPC on the A/R it assigned to Tri-Med ostensibly in exchange for the almost \$1 million of Tri-Med investor funds that IPC received from Tri-Med would ever be turned over to Tri-Med. In short, the evidence establishes that Tri-Med investor funds were improperly diverted to IPC.

C. IPC Has Failed To Turnover To Tri-Med Any Money Generated By A/R Assigned By IPC To Tri-Med

48. As previously mentioned, of the nearly \$1 million of Tri-Med investor funds diverted from Tri-Med to IPC, at least \$517,000 was ostensibly designated by Defendants for the purchase of IPC A/R purportedly having face value of approximately \$1.3 million. *See supra* ¶ 16. Under the terms of the sale of that A/R to Tri-Med, IPC was responsible for negotiating

EXHIBIT 33

payment of that A/R with patients and turning over to Tri-Med all of the money collected by IPC on that A/R.

49. The Receiver recently learned that Defendant Anderson and IPC have collected **nearly \$150,000** in payments on the assigned A/R in 2014 alone, yet Tri-Med has never received any of that money. Receiver's Aff. ¶ 32, Ex. 16. Dr. Ketroser also testified in his affidavit that "while IPC received payments on the A/R sold to Tri-Med, Defendant Anderson did not transfer any of that money to Tri-Med." *Id.* ¶ 18, Ex. 7 at ¶ 9. Put simply, Defendant Anderson and IPC have stolen and are continuing to steal from Tri-Med and its investors all of the money being generated by the assigned A/R. This is yet another ground under *Elmas Trading* for extending this receivership over IPC.

D. IPC And Tri-Med Shared Common Ownership

50. The Receivership also should be expanded over IPC because Defendant Anderson was both the owner of Tri-Med and the *de facto* owner of IPC. While Defendant Anderson was prohibited under Minnesota law from being listed as an owner of IPC because IPC was a medical services provider, the evidence establishes that he was the *de facto* owner and operator of IPC. *Elmas Trading Corp.*, 620 F.Supp. at 237 (sufficient evidence existed to expand receivership to include entity despite fact that defendants were not listed as officers or directors of entity). Dr. Ketroser has stated: "Defendant Anderson was the *de facto* owner and operator of IPC and exercised absolute and sole control over IPC". Receiver's Aff. ¶ 18, Ex. 7 at ¶ 4.

51. This is further established by (1) the fact that Defendant Anderson caused Tri-Med to transfer approximately \$1 million to IPC which served as IPC's sole source of funding; (2) his responsibility for making hiring and firing decisions and other critical and day-to-day operational decisions for IPC; (3) his maintenance of IPC's books and records; (4) his control of IPC's bank accounts; and (5) an office maintained by him at IPC. *Id.* ¶¶ 18, 36, 56.

EXHIBIT 33

52. Previously, Defendant Anderson conceded in his personal accounting filed with this Court that he is a 50% co-owner of Tri-Med. *Id.* ¶ 12, Ex. 5. As such, IPC and Tri-Med share common ownership.

53. In sum, the evidence establishes that this Receivership should be expanded to include IPC.

III. INCLUDING IPC IN THIS RECEIVERSHIP IS REQUIRED BY THE ORDER APPOINTING RECEIVER

54. Expansion of this Receivership to include IPC is consistent with directives in this Court's Order Appointing Receiver. In relevant part, that Order states,

In the event that the Receiver discovers that funds of investors in the scheme that is the subject of this case have been transferred to other persons or entities, the Receiver shall apply to this Court for an Order giving the Receiver possession of such funds and, if the Receiver deems it advisable, *extending this receivership over any person or entity holding such investor funds.*

Order Appointing Receiver, Section VIII(1) (Receiver's Aff. ¶ 2, Ex. 3.) (emphasis added). The record evidence establishes that IPC is an "entity holding ... investor funds" because it was not only funded with investors' money but it also holds and controls other assets purchased with investor funds, mainly the large volume of A/R that was assigned to Tri-Med. *Id.* ¶ 26, Ex. 14.

55. Further, the Order Appointing Receiver requires the Receiver to "marshal and safeguard" all of the assets of the Receivership Entities and to take whatever actions are necessary for the protection of the investors. Order Appointing Receiver, Section VIII(1) (Receiver's Aff. ¶ 2, Ex. 2). Extending this Receivership over IPC would also allow the Receiver to fulfill these obligations.

EXHIBIT 33

IV. EXPANSION OF THE RECEIVERSHIP TO INCLUDE IPC IS ALSO WARRANTED BY ADVERSE INFERENCES DRAWN FROM DEFENDANTS ANDERSON'S AND NICHOLAS JR.'S EXERCISE OF THEIR FIFTH AMENDMENT PRIVILEGE AGAINST SELF-INCRIMINATION

56. During depositions, Defendant Anderson refused to answer questions about his relationship with IPC or transfers of Tri-Med investor funds to IPC, invoking his constitutional Fifth Amendment right against self-incrimination. This Court should draw adverse inferences from this refusal to testify. *See, e.g., Baxter v. Palmigiano*, 425 U.S. 308, 318 (1976); 8 J. Wigmore, *Evidence* 439 (McNaughton rev. 1961); *Fraser v. Sec. & Inv. Corp.*, 615 So. 2d 841 (Fla. 4th DCA 1993); *Atlas v. Atlas*, 708 So. 2d 296 (Fla. 4th DCA 1998).

57. Although the record evidence alone establishes the impropriety of the transfer of Tri-Med investor funds to IPC and IPC's subsequent failure to turn over to Tri-Med any money IPC has received from the A/R assigned to Tri-Med, it is also supported by the adverse inferences that should be drawn from Defendant Anderson's assertion of his Fifth Amendment right that IPC improperly received Tri-Med investor funds and that it was part of Defendants' fraudulent investment scheme.

CONCLUSION

Because (1) the Court has personal jurisdiction over IPC; (2) the Court has the authority to expand the receivership to include IPC; (3) the evidence establishes Tri-Med investor funds were misappropriated and improperly diverted to IPC; (4) IPC continues to refuse to turn over and misappropriate money it receives as payment of A/R it assigned to Tri-Med; and (4) expansion of this Receivership to include IPC is critical for the Receiver to continue marshaling assets that rightfully belong to the Receivership estate and, ultimately, defrauded investors, the Receiver respectfully asks this Court to enter an Order expanding the Receivership to include Interventional Pain Center, PLLC.

EXHIBIT 33

STATEMENT OF OFR'S POSITION

OFR agrees with the relief requested in this motion.

s/Gianluca Morello

Gianluca Morello, FBN 034997

gmorello@wiandlaw.com

Michael S. Lamont, FBN 0527122

mlamont@wiandlaw.com

Jordan D. Maglich, FBN 0086106

jmaglich@wiandlaw.com

WIAND GUERRA KING P.A.

5505 West Gray Street

Tampa, FL 33609

Tel.: (813) 347-5100

Fax: (813) 347-5198

Attorneys for Burton W. Wiand, as Receiver for Tri-Med Corporation, Tri-Med Associates, Inc., and TMFL Holdings, LLC

EXHIBIT 33

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 6, 2015, I electronically filed a true and correct copy of the foregoing with the Clerk of the Court by using the Florida Courts E-Filing Portal, which served the following parties and non-parties:

Douglas Holcomb, Esq.
Office of Financial Regulation
400 West Robinson Street
Suite S225
Orlando, FL 32801
Primary Email: 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
Secondary Email:
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
Secondary Email: krista@lirotlaw.com
Secondary Email: jummy@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
Secondary Email: 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
Secondary Email: livingston22@live.com
*Attorney for Defendant Teresa Simmons
Bordinat*

John A. Anthony, Esq.
Antony & Partners, LLC
201 North Franklin Street, Suite 2800
Tampa, FL 33602
Primary Email:
janthony@anthonyandpartners.com
Secondary Email:
vcisco@anthonyandpartners.com
eservice@anthonyandpartners.com
*Attorneys for Certain Non-Party
Unaffiliated Investors*

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

EXHIBIT 33

Douglas E. Nepp, Esq.
Nepp & Hackert, LLC
One West Lake Street, Suite 185
Minneapolis, MN 55408
Primary Email: 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: Timpatrick813@gmail.com
*Attorney for Defendants Jeremy Anderson,
Anthony N. Nicholas, III, and Anthony N.
Nicholas, Jr.*

s/Gianluca Morello

Gianluca Morello, FBN 034997