

**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.

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**BURTON W. WIAND, AS RECEIVER’S AFFIDAVIT IN SUPPORT OF  
MOTION TO EXPAND SCOPE OF THE RECEIVERSHIP TO  
INCLUDE INTERVENTIONAL PAIN CENTER, PLLC**

STATE OF FLORIDA                    )  
  )  
COUNTY OF HILLSBOROUGH )

Burton W. Wiand declares as follows:

1. I am an attorney with Wiand Guerra King P.A. in Tampa, Florida.
2. On March 5, 2014, the Court appointed me Receiver over defendants (a) Tri-Med Corporation (“**Tri-Med**”) and (b) Tri-Med Associates Inc. On May 13, 2014, the Court appointed me Receiver over TMFL Holdings, LLC (collectively, the “**Receivership Entities**”). Attached as **Exhibits 1, 2, 3, and 4** are true and correct copies of the Complaint, Amended Complaint, the March 5, 2014, Order appointing me as Receiver (the “**Order Appointing Receiver**”), and the May 13, 2014 Order appointing me as Receiver over TMFL.

3. I make this affidavit based on information personally known to me or gathered and investigated by others at my request and under my direction. I have been assisted in my investigation by my attorneys, forensic accountants, information technology experts, and others. Since I obtained control of the Receivership Entities, we have gathered information from numerous individuals associated with the Receivership Entities and related entities or other entities purportedly doing business with Receivership Entities, including officers, employees, sales people, accountants, and lawyers.

4. Some information has been redacted from exhibits to this affidavit to protect individuals' sensitive personal information or to comply with federal laws governing disclosure of medical information. None of the redactions, however, are material to this affidavit

5. I make this affidavit in support of my motion to expand this Receivership to include Interventional Pain Center, PLLC ("IPC"). This affidavit sets forth facts establishing that Defendants defrauded investors and used the proceeds of that fraud to fund IPC. In exchange for a portion of that money, Defendants purported to assign to Tri-Med medical accounts receivable ("A/R") generated by IPC. IPC then used those funds for a variety of unauthorized and undisclosed purposes, including converting hundreds of thousands of dollars to cash through checks forged by Defendant Jeremy Anderson; the transfer of over \$150,000 to an entity owned by Defendant Anderson; and multiple transfers to Defendant Anderson's girlfriend. **Not a single penny of collections on any of those receivables has been remitted to Tri-Med.** Further, **after receiving notice of the Order Appointing Receiver and incorporated asset freeze,** Defendants (1) transferred \$300,000 to IPC, (2) immediately transferred those funds from IPC to a third party childhood friend of Defendant Anderson; and (3) used those funds to pay for, among other things, attorney's fees for certain Defendants including Defendant Anderson.

Consistent with my obligations and duties under the Order Appointing Receiver, it is critical to add IPC to this Receivership to protect defrauded investors and maximize the Receivership estate for their benefit.

### **Results Of My Investigation**

6. My investigation has revealed that the verified allegations made by the Florida Office of Financial Regulation (“OFR”) in fact understated the fraud carried out by Defendants.

7. According to the forensic accountant assisting me with this investigation, Defendants raised over \$17 million from investors beginning in October 2011 through the sale of securities offered through Tri-Med.

8. Investors were solicited to buy and were offered securities through Tri-Med in the form of an “investment program” in which investors’ money purportedly would be used to buy medical-practice-related accounts receivable “backed” by Letters of Protection (“LOPs”).<sup>1</sup>

9. In return for an investment in Tri-Med, an investor was promised (a) an assignment to the investor of 1 or more LOPs, depending on the amount of the investment; (b) payment to the investor of “interest” at above-market rates; and (c) a return of the investor’s principal investment once the medical receivable backed by the LOP purportedly assigned to that investor was satisfied or at the expiration of two years, whichever occurred first.

10. Despite these representations, my forensic accountants have found that less than \$5 million of approximately \$17 million raised from investors was used to buy LOPs.

11. In fact, and without disclosing it to investors, as a matter of course Defendants usually took **40%** of the money invested in Tri-Med by investors for themselves as purported

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<sup>1</sup> LOPs are contracts involving a patient, his or her attorney, and a medical services provider under which the patient and his or her attorney agree to pay the medical provider from the proceeds of any pre-suit settlement or lawsuit settlement or judgment the patient may obtain.

“expenses” and “overhead,” and, to a far smaller extent, to pay commissions to other sales people and pay “interest” to investors.

12. This is admitted to by Defendants in the “Accounting of Investor Funds” (the “**Accounting**”) filed by Defendant Jeremy Anderson (“**Defendant Anderson**”) with the Court on March 14, 2014 and attached hereto as **Exhibit 5**. Along the top of the Accounting, it shows that 40% of “client investments” were supposedly earmarked for paying “Expenses and Overhead,” and a small part of that money was also used to make investor “interest” payments.

13. Similarly, Defendants did not disclose to investors that as a matter of course they would only earmark 60% of the money raised from investors for “working capital” to operate Tri-Med’s purported investment program. As discussed above in paragraph 13, Defendants did not even meet this far-reduced number, and instead used only approximately \$5 million of the approximately \$17 million raised from investors to buy LOPs.

14. Also without disclosing it to investors, some of the investors’ money was used to buy real estate; buy medical equipment; make purported “loans” to various individuals with ties to Defendants, including an employee of Tri-Med (and Defendant Anderson’s current attorney), an owner of a car service company, a contractor, and for other unauthorized purposes.

15. We also discovered evidence that some of the purported “loans” made with investors’ money never actually occurred and instead the loan documents likely were fabricated to try to hide that at least some Defendants were taking additional investors’ money out of Tri-Med for personal and unauthorized purposes.

16. Defendants also made the following material misrepresentations and/or omissions to investors:

- a. Failing to disclose that multiple LOPs purchased by Tri-Med contained explicit language prohibiting their subsequent transfer or assignment;

- b. Representing that the Tri-Med investment was “registered with” and “reviewed by” OFR, and that the investment operated as an “exempt security,” when none of those claims were accurate;
- c. Claiming that the Tri-Med investment was “backed by a major insurance company” when that was not accurate;
- d. Claiming that the Tri-Med investment was as safe as bank CDs and considered “safe enough, even for the most conservative of investors” when this was not accurate;
- e. Telling investors that Tri-Med worked with “large hospitals” when in reality the vast majority of LOPs were purchased from only 3 sources, including IPC;
- f. Claiming that all investor funds would be deposited in the trust account of law firm Marlowe McNabb when less than \$3 million of \$17 million raised from investors was ultimately deposited into that account; and
- g. Supplying a “legal opinion letter” authored by a Florida attorney providing a legal opinion about the Tri-Med securities sold that was later declared to be a forgery by the attorney that purportedly authored the letter.

### **Interventional Pain Center, PLLC**

17. IPC was formed on July 10, 2013. A true and correct copy of IPC’s Business Record Details from the website of the Minnesota Secretary of State is attached hereto as **Exhibit 6**. IPC’s principal office is listed as 10653 Wayzata Blvd., Suite 200, Minnetonka, Minnesota 55123, and Chad Hill is listed as its registered agent.

18. Defendant Anderson was involved with IPC from its inception. Attached hereto as **Exhibit 7** is a true and correct copy of an affidavit executed by Dr. David Ketroser (the “**Ketroser Affidavit**”). Dr. Ketroser is a former IPC employee who was initially hired to work at IPC’s predecessor by Defendant Anderson and subsequently continued in that same role at IPC. *Id.* at ¶ 2.

19. Attached hereto as **Exhibit 8** is a true and correct copy of excerpts from the deposition of Defendant Anderson on October 13, 2014. Defendant Anderson 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.

20. Attached hereto as **Exhibit 9** is a true and correct copy of excerpts from the deposition transcript of Dr. Chad Hill taken June 5, 2015. Dr. Hill testified that, among other things, he (1) regularly cashed checks totaling hundreds of thousands of dollars at the direction of Defendant Anderson; and (2) allowed Defendant Anderson to write two checks totaling \$175,000 in the days following the Court's entry of the Order Appointing Receiver and associated asset freeze to be deposited in Dr. Hill's account and subsequently distributed at the direction of Defendant Anderson to purported attorneys to prevent IPC's assets from being frozen.

21. Beginning shortly after its formation and continuing until the institution of this receivership, IPC received a series of transfers of money from Tri-Med which totaled nearly \$1 million and were the source of IPC's initial funding. Following is a table of these transfers as reflected in the banking records of Tri-Med and IPC:

<b>Date</b>	<b>Amount</b>	<b>From</b>	<b>Check #</b>
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
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
<b>Total:</b>	<b>\$971,367.87</b>		

22. True and correct copies of the negotiated checks and/or wire transfer confirmations reflecting these transfers are attached hereto as **Composite Exhibit 10**.

23. While IPC also sporadically received checks that appear to have been payment for services provided to patients, these amounts were insignificant, and in any event, in all likelihood at least some, if not all, of those checks should have been turned over to Tri-Med given that most if not all of IPC's A/R was assigned to Tri-Med.

24. IPC also received a \$50,000 wire transfer on August 14, 2013, from Balance Restaurant Group, LLC ("**Balance**"). *See Exhibit 11*. Balance is a Georgia restaurant in which Defendant Anderson previously used investor funds to make a \$250,000 investment in his personal capacity. *See Exhibit 12*. Thus, the \$50,000 wire transfer on August 14, 2013, also consisted of Tri-Med investor funds.

25. At least \$6,000 was transferred to IPC from an account in the name of Tri-Med Management, Inc., a Minnesota entity owned and controlled by Defendant Anderson and which

regularly received transfers of investor funds from Tri-Med. True and correct copies of various transfers and checks from Tri-Med to TMM are attached hereto as **Composite Exhibit 13**.

26. On multiple occasions and in connection with certain – but not all – of the transfers listed above, IPC and Tri-Med executed an “Assignment of Medical Receivables” (the “**Assignment**”) purportedly evidencing the sale (at a discount) to Tri-Med of a total of approximately \$1.3 million in A/R generated by IPC. True and correct copies of the executed Assignments are attached hereto as **Composite Exhibit 14**. Each Assignment generally covered the sale of A/R generated by IPC over a certain period, and included an Exhibit A listing the patient charges and the corresponding purchase price paid by Tri-Med.

27. Over \$200,000 was transferred by Tri-Med to IPC without any corresponding Assignment evidencing the “sale” of medical accounts receivable. Indeed, the “memo” portion on some of the checks comprising this amount – which were signed by Defendant Anderson – included references to “insurance” and “payroll.”

28. Not including the \$300,000 transfer, Tri-Med transferred \$517,689.00 to IPC in exchange for the purchase of \$1,366,614.80 in purported A/R. *Id.*

29. A review of Tri-Med’s books and records shows that Tri-Med has not received a single penny from IPC representing collections on the A/R sold by IPC to Tri-Med. Instead, it appears that IPC has converted those funds for its own use.

30. For example, IPC provided services to patient L.B. over the course of several months that were sold to Tri-Med in Assignments 1, 3, 4, and 7. The “book value” of these services was \$23,473.10, and Tri-Med paid \$7,839.44 to purchase this A/R (the “**L.B. A/R**”).

31. To date, IPC has collected \$17,206 on the L.B. A/R. *See Exhibit 15*. None of the money collected on the L.B. A/R has been turned over to Tri-Med – the rightful owner.

32. IPC maintained an account at Voyager Bank (the “**IPC Voyager Account**”) until approximately January 21, 2015, when the account was closed. A review of deposits at IPC’s Voyager Bank account until its closing shows that IPC collected at least \$139,637.22 in payments made on A/R that was sold by IPC to Tri-Med and evidenced by the Assignments. None of the money collected on the A/R sold by IPC to Tri-Med has been provided to Tri-Med. Information available to me also suggests that Defendant Anderson continues to collect on this A/R and thus misappropriate monies rightly belonging to Tri-Med.

33. Attached hereto as **Exhibit 16** is the Account Application for IPC’s bank account at Voyager Bank.

34. From September 2013 to December 2014, numerous wire transfers and checks originated from the IPC Voyager Account. This included:

- Over \$178,000 in checks to Tri-Med Management – an entity owned and controlled by Defendant Anderson;
- Multiple checks (and wires) to Holly Kwon – Defendant Anderson’s girlfriend – despite no record of any services provided to IPC by Ms. Kwon;
- Checks for Defendant Anderson’s monthly rent at a luxury hotel as well as IPC’s monthly rent; and
- Numerous checks totaling at least \$300,000 to Dr. Chad Hill, which Dr. Hill testified were typically cashed by him and the proceeds given to Defendant Anderson.

35. Attached hereto as **Exhibit 17** is a true and correct copy of a police report filed by Dr. Michael Mai with the Minnetonka Police Department on January 23, 2015.

36. Attached hereto as **Composite Exhibit 18** are true and correct copies of wire transfer documentation evidencing a \$300,000 wire transfer (the “**\$300,000 Transfer**”) from Tri-Med’s bank account to the IPC Voyager Account.

37. In the days following IPC's receipt of the \$300,000 Transfer, two checks were written from IPC to Dr. Chad Hill totaling \$175,000. True and correct copies of those checks are attached hereto as **Exhibit 19**.

38. Dr. Hill subsequently made numerous wire transfers to multiple individuals and entities, which he testified were selected by Defendant Anderson, including several law firms that provided legal services to Defendants Anderson and Nicholas. True and correct copies of those wire transfer confirmations are attached hereto as **Composite Exhibit 20**.

39. Attached hereto as **Exhibit 21** is a true and correct copy of a check written to and cashed by Defendant Nicholas's daughter, Mary Ann Nicholas.

40. Attached hereto as **Exhibit 22** is a true and correct copy of an email dated October 28, 2013 produced by Defendants.

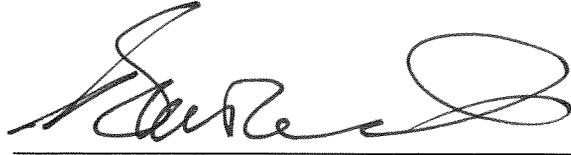
41. Attached hereto as **Exhibit 23** is a true and correct copy of an email dated December 5, 2013 produced by Defendants.

42. Attached hereto as **Exhibit 24** is a true and correct copy of an email dated December 29, 2013 produced by Defendants.

43. Attached hereto as **Exhibit 25** is a true and correct copy of a valid subpoena directed to IPC served on March 29, 2014 on IPC's registered agent, Dr. Hill.

44. Attached hereto as **Exhibit 26** is a true and correct copy of the Order entered by the Minnesota District Court directing IPC to produce responsive documents to the subpoena.

FURTHER AFFIANT SAYETH NAUGHT.



Burton W. Wiand

STATE OF FLORIDA )  
 )  
COUNTY OF HILLSBOROUGH )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements in the state aforesaid and in the county aforesaid, BURTON W. WIAND personally appeared to me, who is personally known to me to be the person described herein and executed the foregoing and acknowledged before me that he executed the same.

SWORN TO AND SUBSCRIBED before the undersigned this 5<sup>th</sup> day of August, 2015



Diane Burnette  
NOTARY PUBLIC

Print name: Diane Burnette  
My Commission Expires: 5.15.18

# EXHIBIT 1

**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.

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**VERIFIED COMPLAINT FOR TEMPORARY AND PERMANENT  
INJUNCTION, APPOINTMENT OF RECEIVER,  
AND OTHER STATUTORY AND ANCILLARY RELIEF**

Plaintiff, State of Florida, Office of Financial Regulation (“OFR”) files this Verified Complaint, which is further supported by additional affidavits and documents contained within its Notice of Filing Index to Supporting Exhibits and Affidavit of Sources (to be concurrently filed in this matter), and alleges as follows with respect to the Defendants:

**SUMMARY OF CLAIM**

1. Since 2011, the Defendants have schemed to offer and sell \$13 million in unregistered securities in the form of investment agreements through Defendant Tri-Med

Corporation in violation of the registration and anti-fraud provisions of Chapter 517, Florida Statutes. The Defendants used false claims and purported above market rates of return to lure customers into investing in medical practice related accounts-receivable securitized by "Letters of Protection." Only a small portion of the \$13 million raised from investors has been used to purchase medical practice accounts receivable. Instead, the Defendants used the funds to pay off earlier investors or disbursed the funds among themselves. Based on investor interviews and bank account records, the evidence indicates that since October 2011, the Defendants have lured at least 232 investors to invest in excess of \$13 million in the Tri-Med Corporation Letters of Protection investment program. Despite this inflow, the Defendants have transferred only \$2.8 million to a law firm trust account as specified in each investor's written investment contract. The remaining \$10.2 million was never placed into the law firm trust account as the Defendants claimed it would be. Of the remaining \$10.2 million, merely \$4 million is on deposit in Tri-Med Corporation accounts as of February 10, 2014. The remaining \$6.2 million has been spent on the personal expenses of the Defendants and on other expenses not related to the Letters of Protection investment program. Throughout 2013, some of the investors with matured purported Letters of Protection investments have been rolled into new purported Letters of Protection investments, while others who chose to close out their investment(s) were paid off with funds provided by new investors. New investors and rolled over investors are not apprised of the true insolvent nature of the operation. Unless enjoined and placed in receivership, the Defendants will continue to solicit new investors and continue to disperse funds to themselves.

## **JURISDICTION AND VENUE**

2. This action is within the jurisdiction of this Court under Article V, Section 5(b) of the Constitution of the State of Florida, which identifies circuit court jurisdiction, and by operation of § 26.012(2)(c) and (3), Florida Statutes, which identifies Circuit Court jurisdiction in cases in equity and authorizes the issuance of injunctions.

3. This action is specifically authorized by § 517.191(1), Florida Statutes, which authorizes the OFR to bring this action before this Court to enjoin violations of Chapter 517, Florida Statutes.

4. This action is specifically authorized by § 517.191(2), Florida Statutes, which provides for the appointment of a statutory receiver, and by the Court's inherent equitable power to appoint a receiver.

5. This action seeks restraint of acts and practices of the Defendants that have occurred, are occurring or are about to occur in and from Pinellas County, Florida, and from counties throughout the State of Florida.

6. Venue is appropriate in Pinellas County, Florida, as Tri-Med Corporation is principally located in Pinellas County and Tri-Med Corporation issued securities from and accepted deposits to offices within Pinellas County.

## **PARTIES AND CORPORATE RELATIONSHIPS**

7. Plaintiff OFR is the State of Florida agency responsible for the regulation of the securities industry pursuant to §§ 20.121(3)(a)2., and 517.03, Florida Statutes.

8. Defendant Tri-Med Corporation (“Tri-Med”) is registered as an active Florida corporation with a principal address of 34931 U.S. Hwy 19 Suite 104, Palm Harbor, Florida, 34684.

9. Defendant Tri-Med Associates, Inc. (“TMA”) is registered as an active Delaware corporation with a principal address of 801 International Parkway, Lake Mary, Florida 32746. TMA, on its website, listed itself as “... the marketing arm of Tri-Med Corporation and Tri-Med Corporation is in the sole business of paying hospitals and surgery centers cash for their account [sic] receivable from insurance companies.”

10. Defendant Jeremy Anderson, (“Anderson”) is an individual with a last known residence in the State of Minnesota.

11. Anderson is listed in filings with the Florida Secretary of State as a director and the president of Tri-Med.

12. Defendant Anthony N. Nicholas, III (“Nicholas”) is an individual with a last known residence in Pinellas County, Florida.

13. Nicholas is listed in filings with the Florida Secretary of State as a director of Tri-Med and secretary and treasurer.

14. Defendant Eric Ager (“E. Ager”) is an individual with a last known residence in Pinellas County, Florida.

15. E. Ager is the Tampa Sales Director for Tri-Med.

16. Defendant Irwin Ager (“I. Ager”) is an individual with a last known residence in Seminole County, Florida.

17. I. Ager is the Central Florida Sales Director for Tri-Med.

18. Teresa Simmons Bordinat, a/k/a Teresa Simmons, (“Simmons”) is an individual with a last known residence in Seminole County, Florida.

19. Simmons is listed in filings with the Florida Secretary of State as the director and president of TMA.

20. Non-party Wells Fargo Bank, N.A. (“Wells Fargo”) is a national chartered bank based in San Francisco, California, with offices in Florida.

21. Non-party Marlowe McNabb P.A. (“Marlowe McNabb”) is a Florida law firm based in Tampa, Florida.

22. Non-party Homebanc N.A. (“Homebanc”) is a national chartered bank based in Tampa, Florida

#### **THE SALE OF THE INVESTMENT PLAN**

23. The Defendants have engaged in the offer and sale of what appears to be in excess \$13 million in investment agreements to 232 Florida investors.

24. The Office has obtained sworn affidavits from 15 Florida investors. Several of these investors rolled over these investment agreements in 2013 when the original investment agreements matured.

25. Sales have been principally made to elderly investors searching for ultra conservative investments.

26. According to investors and independent sales agents, E. Ager and I. Ager are the two principle marketing and sales personnel for Tri-Med.

27. E. Ager and I. Ager made sales directly to investors and provided the training to the independent sales agents who sold the Tri-Med investment to the investors.

28. TMA is the marketing arm of Tri-Med.

29. TMA markets the Tri-Med investment by placing newspaper advertisements, direct mailings, and through the independent sales agents contact lists as well as the independent sales agents placing advertisements or sending direct mail in the format provided by or instructed by Tri-Med, TMA and I. Ager and/or E. Ager.

30. Tri-Med purports to buy accounts receivable backed by Letters of Protection from medical providers, including doctors and hospitals.

31. TMA's website states, in part:

- a. "Hospitals and surgery centers no longer have to carry unpaid receivables for many months because of the available cash from Tri-Med Corporation."
- b. "Tri-Med Corporation works with investor money to purchase account receivables [sic] backed by letters of protection (LOPs or liens) from major healthcare providers."
- c. "Our investment program allows investors to receive a better return on their funds. Interest payments are made on a monthly, direct deposit. Terms are almost always less than 24 months. It's the perfect program for knowledgeable investors."

32. Contrary to the above representations, Tri-Med uses less than 25% of investor monies to buy accounts receivable backed by Letters of Protection from healthcare providers. The majority of investor funds have been used by Tri-Med's principals for their own personal expenses.

33. Additionally, the Defendants fail to tell investors that the “interest payments” the investors will receive are actually the investors’ own funds or the funds of other investors being paid out to them to give the illusion of “interest payments.”

34. TMA’s website further claimed:

This investment has been registered with and operates as an exempt security, as reviewed by the Florida Office of Financial Regulation.

35. Contrary to this representation, the investment has never been registered with the OFR. Further, it was never submitted by any of the Defendants to the OFR for review.

36. Tri-Med informs investors and potential investors that it buys accounts receivable backed by Letters of Protection from the following hospitals:

- a. Sarasota Memorial
- b. Blake Medical Center of Bradenton
- c. Northside Hospital and Heart Institute
- d. St. Vincent’s Hospital, Jacksonville
- e. Lakeland Regional Medical Center
- f. North Florida Regional Medical Center
- g. Memorial Hospital of Tampa
- h. Palms of Pasadena Hospital, St. Petersburg
- i. Town and Country Hospital

37. Hospital Corporation of America (“HCA”) operates all of the above listed hospitals except:

- a. Sarasota Memorial
  - b. St. Vincent's Hospital, Jacksonville
38. HCA denies selling any accounts receivable to Tri-Med at any time.
39. St Vincent's Hospital in Jacksonville, Florida denies selling any accounts receivable to Tri-Med at any time.
40. Sarasota Memorial has not responded to an inquiry of whether they have ever sold any accounts receivable to Tri-Med.
41. Tri-Med informs investors and potential investors that it buys accounts receivable backed by Letters of Protection from the following Surgery Centers:
- a. Boca Raton Surgery Center
  - b. Emerald Coast Surgery Center, Ft. Walton Beach
  - c. Medical Partners Surgery Center, Jacksonville
  - d. Citrus Surgery Center
  - e. Orlando center [sic] for Surgery
  - f. Indian River Surgery Center
  - g. Physician's Surgical Care Center, Winter park [sic]
42. Surgical Care Affiliates ("SCA") operates, all of the above listed surgical centers in Florida.
43. SCA denies any of its affiliates sold any accounts receivable to Tri-Med at any time.
44. Tri-Med informs investors and potential investors that it buys accounts receivable backed by Letters of Protection from the following doctors:
- a. Dr. Jeffrey H. Oppenheimer – Neurosurgeon.

- b. Dr. Barry Shapiro, Orthopedic Surgeon.
- c. Dr. Gerard D'Ariano – Orthopedic Surgeon.
- d. Dr. Gerarg [sic] D'Ariano – Orthopedic Surgeon. This appears to be a misspelling of Dr. Gerard D'Ariano, listed above.
- e. Dr. Scott Katzman – Orthopedic Surgeon.
- f. Dr. Robert Mills – Orthopedic Surgeon.
- g. Dr. Monica McPhail-Pruitt – Anesthesiologist.
- h. Dr. Behnam Meyers [sic] – Osteopathic Physician. This appears to be a misspelling of Dr. Behnam Myers.
- i. Dr. William Wilcox – Osteopathic Physician.
- j. Dr. Jon Ehrich – Osteopathic Physician.
- k. Dr. Edwin Maldonado – Doctor of Medicine.
- l. Dr. Christine Schleter – Doctor of Chiropractic.
- m. LewJack Dorance – Physician Assistant, Certified.
- n. Luciano Barketta [sic] – Physician Assistant, Certified. This appears to be a misspelling of Luciano Barletta.
- o. Denise Andrade – Physician Assistant, Certified.
- p. Michael Wycocki [sic] – Physician Assistant, Certified. This appears to be a misspelling of Michael Wycoki.
- q. Bill Holt, Director of Physical Therapy – Advanced Orthopedics.
- r. Dr. Eric Groteke – Diagnostician and Doctor of Chiropractic.

- s. Dr. Glen Petterson [sic] – Diagnostician and Doctor of Chiropractic. This appears to be a misspelling of Dr. Glen Pettersen.

45. Of the above identified doctors, all but 5 deny selling accounts receivable to Tri-Med at any time.

46. Of the remaining 5 doctors:

- a. Dr. William Wilcox is no longer licensed in the State of Florida. His license expired December 31, 1987. Making it unlikely he sold any accounts receivable backed by Letters of Protection he may have had as they would have been at least 23 years old when the Defendants began this investment scheme.
- b. Dr. Eric Groteke stated he did sell accounts receivable backed by Letters of Protection to Tri-Med during the “first quarter of the year” but none after that.
- c. The remaining 3, listed below, have not responded to inquiries whether they have ever sold accounts receivable to Tri-Med.
  - i. Dr. Robert Mills
  - ii. Dr. Jon Ehrich
  - iii. Dr. Glen Pettersen

47. The general theme throughout the Tri-Med advertising is:

- a. The investor will receive an annual percentage rate (APR) of between 5% -8% (depending upon the advertisement)
- b. That it is “PAID MONTHLY”

- c. A comparison of the offered APR to that of a CD paying “about 1.5% APR”
- d. The investment is “SAFE” or “EVERY DOLLAR is backed by a MAJOR INSURANCE COMPANY!”

48. The Defendants tell investors that all investor monies are kept in an attorney’s trust account that is FDIC insured prior to the purchase of Letters of Protection that meet Tri-Med’s purchase criteria.

49. Contrary to the above representation, less than 25% of the investors’ funds have been sent to the law firm.

50. Additionally, the Defendants state that Tri-Med backs each Letter of Protection investment and that if an account receivable backed by a Letter of Protection is not paid within the 24 month period or if the amount received is less than the full amount of the account receivable backed by a Letter of Protection, then Tri-Med will pay to the investor, the difference so the investor will receive the full amount of the investors original investment, in addition to the interest paid.

51. Investors make payment of their principal investment to Tri-Med.

52. In return, the investors receive an investment agreement in the form of a document titled “Monthly Income Agreement /Receipt.”

53. The investment agreements provide that:

- a. Tri-Med will pay the investor a specified fixed rate of interest, between 5% - 8% depending upon the specific investment agreement, in monthly installments in exchange for their investment.

- b. “Until an appropriate case is identified and funded, Investor funds will be **held in trust at the law firm of Marlowe McNabb, P.A. ... under the sole control of Stephen D. Marlowe.**
- c. Investors do not have any “right, power or ability to influence the selection of appropriate cases.”
- d. If a case takes longer than 24 months to settle, the investor can choose to continue receiving monthly payments or the investor can demand the “immediate return of the amount initially invested and allocated to that particular case.”
- e. If the underlying case is dropped or lost in litigation, Tri-Med “agrees to immediately replace the current [Letter of Protection] with an equivalent [Letter of Protection]”.

54. Some investment agreements, contain a disclosure stating in part:

**THIS INVESTMENT HAS BEEN SUBMITTED TO THE  
STATE OF FLORIDA OFFICE OF FINANCIAL  
REGULATION AS AN EXEMPT SECURITY.**

55. Contrary to this representation, the investment agreements have not been submitted to the Office.

56. The investment agreements incorporate a receipt for the investors’ funds.

57. The investors subsequently receive a confirmation letter from Tri-Med thanking them for their deposit into the “TriMed Investment Program”.

58. The confirmation letter proceeds to inform the investor that:

Your funds have been placed in an FDIC Insured Trust Account under the control and direction of one of Florida's most respected law firms, Marlowe McNabb P.A.

59. Contrary to the above representation to the investors, of the \$13 million received from investors, Tri-Med has placed only \$2.8 million into the Marlowe McNabb P.A. Trust Account.

60. The confirmation letter then provides that “[w]ithin approximately sixty to ninety days, the physician’s lien on the insurance company proceeds will be reassigned to you. ... As promised you will receive your first interest check on [the first of the month following the date of the investment] and on the 1<sup>st</sup> day of each month thereafter, until the case has settled and your principle [*sic*] is returned in full.”

61. The Defendants fail to inform the investors that in actuality the investor will begin receiving interest checks from their own and/or other investors’ funds.

62. Investors subsequently receive an “Assignment of Interest” from Tri-Med in the purported accounts receivable backed by a Letter of Protection that Tri-Med purchases from the medical providers (“Assignment of Interest”).

63. The Assignments of Interest received by the investors equal the total amount invested.

64. The Assignment of Interest contains name of the insurance company that is responsible for the particular Letter of Protection claim.

65. The OFR contacted 2 of the insurance companies named within the various Assignments of Interest given to investors.

66. Both of the contacted insurance companies denied sending any payments to Tri-Med.

67. Contrary to the above claims of legitimate business, the Defendants have operated and are operating a classic Ponzi scheme. Since 2011 approximately \$13 million of new and reinvested investor money was used to pay the claims for principal and interest to investors. These disbursements lulled investors into the false belief that Tri-Med was and is operating as represented, when in fact it is not.

### **THE FLOW OF FUNDS**

68. Between October 2011 and November 2012, Tri-Med operated up to 13 various accounts at Bank of America.

69. In October 2012, Tri-Med opened 12 accounts at a Wells Fargo Florida branch office.

70. Funds originally remaining within the Bank of America accounts at their closing were transferred to Wells Fargo Accounts.

71. In October 2013, Tri-Med opened an additional account at a Wells Fargo Florida branch office.

72. All 13 accounts remain active.

73. Checks, drafts and wires payable to Tri-Med are currently deposited into one of Tri-Med's Wells Fargo accounts.

74. Tri-Med currently moves monies, made up mostly from investor deposits, amongst its 13 Wells Fargo Accounts.

75. Nicholas is a signatory on all of the Wells Fargo accounts.

76. Anderson is a signatory on 2 of the Wells Fargo accounts.

77. Tri-Med's bank account records from account opening through October 2013, have been analyzed by the OFR and indicate the following:

- a. Investors' funds are deposited \$13,074,661.42 into Tri-Med's accounts.
- b. An additional \$2,230,001.44 was deposited into Tri-Med's accounts from other sources.
- c. The total income into Tri-Med's Wells Fargo Accounts is \$15,304,662.86.
- d. Tri-Med has spent \$11,032,545.63, the majority of which is investor monies.
- e. Tri-Med sent only \$2,844,395.52 of the \$13,074,661.42 raised from investors to Marlowe McNabb, P.A.
- f. TMA received \$1,560,320.76 from Tri-Med
- g. Anderson received \$304,605.93 from Tri-Med.
- h. Nicholas received 732,852.87 from Tri-Med.
- i. As of February 10, 2014, Tri-Med's cumulative balances at Wells Fargo were \$4,064,872.84.

78. Funds TMA receives from Tri-Med are deposited into TMA's Homebanc account.

79. Simmons and I. Ager are signers on the TMA account at Homebanc.

80. TMA disperses payments, drawn upon its Homebanc account, to the independent sales agents for their commission for selling the Tri-Med Letter of Protection investment.

### **THE TRI-MED INVESTMENT PROGRAM IS A “SECURITY”**

81. Section 517.021, Florida Statutes, entitled Definitions, provides at subsection (20) the following definition of a security:

(20) “Security” includes any of the following:

(a) A note.

(f) An evidence of indebtedness.

(q) An investment contract.

82. The Defendants offered and sold “securities” as defined by § 517.021(20)(a), (f), and (q), Florida Statutes.

83. Each security offered and sold is not a “federal covered security” as defined by § 517.021(10), Florida Statutes.

### **REGISTRATION STATUS UNDER CHAPTER 517**

84. At all times material to this action, the Defendants were not registered as an “issuer,” “dealer” or “associated person” pursuant to the registration provisions of Chapter 517, Florida Statutes.

85. At all times material to this action, each security offered and sold by the Defendants was not registered as a “security” pursuant to the registration provisions of Chapter 517, Florida Statutes.

### **FRAUD AND RECEIVERSHIP PROVISIONS UNDER CHAPTER 517**

86. Section 517.301, Florida Statutes, entitled Fraudulent transactions; falsification or concealment of facts, provides at section (1)(a)1, 2, and 3, the following:

(1) It is unlawful and a violation of the provisions of this

chapter for a person:

(a) In connection with the rendering of any investment advice or in connection with the offer, sale, or purchase of any investment or security, including any security exempted under the provisions of s. 517.051 and including any security sold in a transaction exempted under the provisions of s. 517.061, directly or indirectly:

1. To employ any device, scheme, or artifice to defraud;
2. To obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
3. To engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon a person.

87. Section 517.07, Florida Statutes, entitled “Registration of securities”, provides:

(1) It is unlawful and a violation of this chapter for any person to sell or offer to sell a security within this state unless the security is exempt under s. 517.051, is sold in a transaction exempt under s. 517.061, is a federally covered security, or is registered pursuant to this chapter.

88. Section 517.12, Florida Statutes, entitled “Registration of dealers, associated persons, investment advisers, and branch offices”, provides:

(1) No dealer, associated person, or issuer of securities shall sell or offer for sale any securities in or from offices in this state, or sell securities to persons in this state from offices outside this state, by mail or otherwise, unless the person has been registered with the office pursuant to the provisions of this section. The office shall not register any person as an associated person of a dealer unless the dealer with which the applicant seeks registration is lawfully registered with the office pursuant to this chapter.

89. Section 517.191(1), Florida Statutes, entitled Injunctions to restrain violations, provides:

(1) When it appears to the office, either upon complaint or otherwise, that a person has engaged or is about to engage in any act or practice constituting a violation of this chapter or a rule or order hereunder, the office may investigate; and whenever it shall believe from evidence satisfactory to it that any such person has engaged, is engaged, or is about to engage in any act or practice constituting a violation of this chapter or a rule or order hereunder, the office may, in addition to any other remedies, bring action in the name and on behalf of the state against such person and any other person concerned in or in any way participating in or about to participate in such practices or engaging therein or doing any act or acts in furtherance thereof or in violation of this chapter to enjoin such person or persons from continuing such fraudulent practices or engaging therein or doing any act or acts in furtherance thereof or in violation of this chapter. In any such court proceedings, the office may apply for, and on due showing be entitled to have issued, the court's subpoena requiring forthwith the appearance of any defendant and her or his employees, associated persons, or agents and the production of documents, books, and records that may appear necessary for the hearing of such petition, to testify or give evidence concerning the acts or conduct or things complained of in such application for injunction. In such action, the equity courts shall have jurisdiction of the subject matter, and a judgment may be entered awarding such injunction as may be proper.

90. Section 517.191(2), Florida Statutes, provides:

(2) In addition to all other means provided by law for the enforcement of any temporary restraining order, temporary injunction, or permanent injunction issued in any such court proceedings, the court shall have the power and jurisdiction, upon application of the office, to impound and to appoint a receiver or administrator for the property, assets, and business of the defendant, including, but not limited to, the books, records, documents, and papers appertaining thereto. Such receiver or administrator, when appointed and qualified, shall have all powers and duties as to custody, collection, administration, winding up, and liquidation of said property and business as shall from time to time be conferred upon her or him by the court. In any such action, the court may issue orders and decrees staying all pending suits and enjoining any further suits affecting the receiver's or administrator's custody or possession of the said property, assets, and business or, in its discretion, may with the consent of the presiding judge of the circuit require that all such suits be assigned to the circuit court judge appointing the said receiver or administrator.

91. Section 517.191(3), Florida Statutes, provides as follows:

(3) In addition to any other remedies provided by this chapter, the office may apply to the court hearing this matter for an order of restitution whereby the defendants in such action shall be ordered to make restitution of those sums shown by the office to have been obtained by them in violation of any of the provisions of this chapter. Such restitution shall, at the option of the court, be payable to the administrator or receiver appointed pursuant to this section or directly to the persons whose assets were obtained in violation of this chapter.

**COUNT I**  
**SECURITIES FRAUD: § 517.301(1)(a)1, 2, 3**

92. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

93. The Defendants in connection with the offer and sale of an investment or security did employ various devices, schemes, or artifice to defraud investors; did obtain money or property by means of an untrue statement of a material fact or omissions to state a material fact; and did engage in transactions, practices, or a course of business that operates or operated as a fraud or deceit upon the investors, each on at least 232 occasions.

94. By reason of the foregoing, the Defendants violated and unless enjoined, may continue to violate § 517.301(1)(a)1, 2, 3, Florida Statutes.

95. Pursuant to § 517.191, Florida Statutes, Plaintiff OFR is entitled to an injunction and other equitable relief requested below.

**COUNT II**  
**SALE OF UNREGISTERED SECURITIES**  
**WITHIN FLORIDA: § 517.07**

96. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

97. Defendants offered and sold unregistered securities within the state of Florida on at least 232 occasions.

98. By reason of the foregoing, the Defendants violated and unless enjoined, may continue to violate § 517.07(1), Florida Statutes.

99. Pursuant to § 517.191, Florida Statutes, Plaintiff OFR is entitled to an injunction and other equitable relief requested below.

**COUNT III**  
**SALE OF SECURITIES BY UNREGISTERED DEALER,**  
**ISSUER OR ASSOCIATED PERSON: § 517.12(1)**

100. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

101. Defendants offered and sold securities, from offices within the State of Florida or to persons within the State of Florida, on at least 232 occasions.

102. By reason of the foregoing, the Defendants violated and unless enjoined, may continue to violate § 517.12(1), Florida Statutes.

103. Pursuant to § 517.191, Florida Statutes, Plaintiff OFR is entitled to an injunction and other equitable relief requested below.

**COUNT IV**  
**ACTION TO ENJOIN DEFENDANTS**  
**AND RELIEF DEFENDANTS AS AUTHORIZED BY § 517.191(1)**

104. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

105. As alleged in Counts I through III, the Defendants have engaged in acts and practices in violation of Chapter 517, Florida Statutes.

106. Pursuant to § 517.191(1), Florida Statutes, the OFR is entitled to the issuance of an injunction against each Defendant to enjoin such persons from continuing such fraudulent practices or engaging therein or doing any act or acts in furtherance thereof or in violation of Chapter 517, Florida Statutes.

**IRREPARABLE INJURY  
AND INADEQUACY OF REMEDY AT LAW**

107. The OFR is not obligated to allege or establish irreparable injury or inadequacy of remedy at law as §§ 517.191(1) and 517.201(4)(a), Florida Statutes, provides the conditions for the issuance of injunctive relief.

108. The OFR also notes that when a government entity seeks an injunction in order to enforce its police power, any alternative remedy is ignored and irreparable harm is presumed.

109. Plaintiff OFR nonetheless notes that the evidence indicates that in excess of \$13 million in funds have been taken from Florida residents under false pretenses by Defendants who are not authorized by law to engage in securities activities. This ongoing nature of this fraud is further evidenced by the Defendants continuing solicitation for investments into the Letter of Protection scheme, as well as paying out previous investors with funds from new investors. Thus, irreparable injury has occurred, is occurring, and will continue to occur absent injunctive relief from this court.

**APPLICATION FOR APPOINTMENT OF RECEIVER  
AS AUTHORIZED BY § 517.191(2)**

110. The facts set forth in this Verified Complaint detail not only the reckless use of investor funds but also that the Defendants are clearly operating a fraudulent

securities or investment scheme. The Defendants have no legal authority whatsoever to operate as a securities issuer or dealer. Taking this enterprise out of the control of the Defendants is clearly in the public interest.

111. In addition to protecting the public interest, the facts detailed throughout this Verified Complaint also indicate the possibility that funds may be moved beyond the jurisdiction of this Court or to locations where the assets could not be recovered for the investors. Appointment of a receiver under the direction of this Court will also facilitate the location and protection of remaining assets and facilitate disgorgement of the ill-gotten gains.

112. Pursuant to the remedies set forth in § 517.191(2), Florida Statutes, the OFR herein applies and requests the appointment of a receiver over the assets of the following two Defendants:

1. TRI-MED CORPORATION,
2. TRI-MED ASSOCIATES INC.,

**APPLICATION FOR RESTITUTION ORDER  
AGAINST THE DEFENDANTS AND RELIEF DEFENDANTS  
AS AUTHORIZED BY § 517.191(3)**

113. The OFR herein applies and requests orders of restitution against each of the Defendants for disgorgement of the ill-gotten gains in amounts to be established at a later time pursuant to the remedies set forth in § 517.191(3), Florida Statutes.

**RELIEF REQUESTED**

WHEREFORE, Plaintiff OFR respectfully requests that this Court utilize its legal and equitable powers as follows:

A. Enter a temporary and permanent injunction against all the Defendants, and each of their agents, servants, employees and attorneys and any other person concerned in, or in any way participating in or about to participate with them in the offer or sale of any security or investment in violation of §§ 517.301, 517.07, 517.12, Florida Statutes, and from any act or acts in furtherance thereof or in violation of Chapter 517, Florida Statutes.

B. Appoint a Receiver over the assets of Tri-Med Corporation and Tri-Med Associates Inc.

C. Enter an order prohibiting the Defendants from accepting or depositing additional funds raised from investors.

D. Enter an order requiring all Defendants to submit an accounting of investor funds and other assets in their possession whether or not associated directly with Letters of Protection or other deposits.

E. Enter an order of restitution requiring the Defendants to disgorge ill-gotten gains and unjust enrichment equal to the amount of investor funds received.

F. Enter an order prohibiting the alteration or destruction of relevant documents.

G. Enter an order requiring the repatriation of all assets abroad which were obtained or derived from the illegal sale of securities.

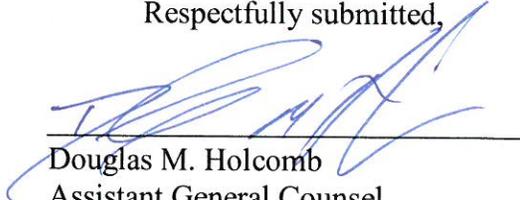
H. Enter an order freezing the Defendants' assets, including all assets held for the direct or indirect benefit, or subject to the direct or indirect control, of the Defendants pending a showing to the satisfaction of the Court that each Defendant has satisfied the conditions identified in A through G herein.

I. Enter an order allowing expedited discovery as pertains to any issues arising under A through H above.

J. Enter an order imposing civil penalties on the Defendants pursuant to § 517.191(4), Florida Statutes.

Respectfully submitted,

Dated: March 4, 2014

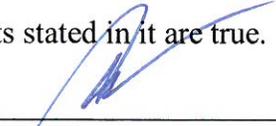


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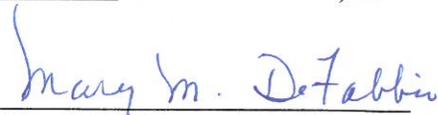
Douglas M. Holcomb  
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Fla. Bar No. 0061506  
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400 West Robinson Street, Suite S-225  
Orlando, Florida 32801-1799  
(407) 245-0608  
[Douglas.Holcomb@lofr.com](mailto:Douglas.Holcomb@lofr.com)

**VERIFICATION**

Under penalties of perjury, I declare that I have read the foregoing Verified Complaint for Temporary and Permanent Injunction, Appointment of Receiver, and Other Statutory and Ancillary Relief, and the facts stated in it are true.

  
\_\_\_\_\_  
Arthur Gordon  
Senior Financial Investigator  
State of Florida  
Office of Financial Regulation  
400 West Robinson Street, Suite S-225  
Orlando, FL 32801-1799

Sworn to and subscribed before me on March 4, 2014 by Arthur Gordon, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did so declare the above verification under oath.

  
\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission expires 10/9/15



# EXHIBIT 2

**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.: 2014-001695-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.

\_\_\_\_\_ /

**AMENDED VERIFIED COMPLAINT FOR TEMPORARY AND  
PERMANENT INJUNCTION, APPOINTMENT OF RECEIVER,  
AND OTHER STATUTORY AND ANCILLARY RELIEF**

Plaintiff, State of Florida, Office of Financial Regulation (“OFR”) files this Verified Complaint, which is further supported by additional affidavits and documents contained within its Notice of Filing Index to Supporting Exhibits and Affidavit of Sources (to be concurrently filed in this matter), and alleges as follows with respect to the Defendants:

**SUMMARY OF CLAIM**

1. Since 2011, the Defendants have schemed to offer and sell at least \$13 million in unregistered securities in the form of investment agreements through Defendant

Tri-Med Corporation in violation of the registration and anti-fraud provisions of Chapter 517, Florida Statutes. The Defendants used false claims and purported above market rates of return to lure customers into purportedly investing in medical practice related accounts-receivable securitized by "Letters of Protection." Only a small portion of the at least \$13 million raised from investors has been used to purchase medical practice accounts receivable. Instead, the Defendants used the majority of the funds to pay off earlier investors, pay for other items not disclosed to investors, or to disburse among themselves. Based on investor interviews and bank account records, the evidence indicates that since October 2011, the Defendants have lured at least 232 investors to invest in excess of \$13 million in the Tri-Med Corporation Letters of Protection investment program. Despite this inflow, the Defendants have transferred only \$2.8 million to a law firm trust account as specified in each investor's written investment contract. The remaining at least \$10.2 million was never placed into the law firm trust account as the Defendants claimed it would be. Of the remaining \$10.2 million, merely \$4 million is on deposit in Tri-Med Corporation accounts as of February 10, 2014. The remaining \$6.2 million has been spent on the personal expenses of the Defendants and on other expenses not related to the Letters of Protection investment program. Throughout 2013, some of the investors with matured purported Letters of Protection investments have been rolled into new purported Letters of Protection investments, while others who chose to close out their investment(s) were paid off with funds provided by new investors. New investors and rolled over investors are not apprised of the true insolvent nature of the operation. Unless enjoined and placed in receivership, the Defendants will continue to solicit new investors and continue to disperse funds to themselves.

## **JURISDICTION AND VENUE**

2. This action is within the jurisdiction of this Court under Article V, Section 5(b) of the Constitution of the State of Florida, which identifies circuit court jurisdiction, and by operation of § 26.012(2)(c) and (3), Florida Statutes, which identifies Circuit Court jurisdiction in cases in equity and authorizes the issuance of injunctions.

3. This action is specifically authorized by § 517.191(1), Florida Statutes, which authorizes the OFR to bring this action before this Court to enjoin violations of Chapter 517, Florida Statutes.

4. This action is specifically authorized by § 517.191(2), Florida Statutes, which provides for the appointment of a statutory receiver, and by the Court's inherent equitable power to appoint a receiver.

5. This action seeks restraint of acts and practices of the Defendants that have occurred, are occurring or are about to occur in and from Pinellas County, Florida, and from counties throughout the State of Florida.

6. Venue is appropriate in Pinellas County, Florida, as Tri-Med Corporation is principally located in Pinellas County and Tri-Med Corporation issued securities from and accepted deposits to offices within Pinellas County.

## **PARTIES AND CORPORATE RELATIONSHIPS**

7. Plaintiff OFR is the State of Florida agency responsible for the regulation of the securities industry pursuant to §§ 20.121(3)(a)2., and 517.03, Florida Statutes.

8. Defendant Tri-Med Corporation ("Tri-Med") is registered as an active Florida corporation with a principal address of 34931 U.S. Hwy 19 Suite 104, Palm Harbor, Florida, 34684.

9. Defendant Tri-Med Associates, Inc. (“TMA”) is registered as an active Delaware corporation with a principal address of 801 International Parkway, Lake Mary, Florida 32746. TMA, on its website, listed itself as “... the marketing arm of Tri-Med Corporation and Tri-Med Corporation is in the sole business of paying hospitals and surgery centers cash for their account [sic] receivable from insurance companies.”

10. Defendant Jeremy Anderson, (“Anderson”) is an individual with a last known residence in the State of Minnesota.

11. Anderson is listed in filings with the Florida Secretary of State as a director and the president of Tri-Med.

12. Defendant Anthony N. Nicholas, III (“Nicholas, III”) is an individual with a last known residence in Pinellas County, Florida.

13. Nicholas, III is listed in filings with the Florida Secretary of State as a director of Tri-Med and secretary and treasurer.

14. Defendant Eric Ager (“E. Ager”) is an individual with a last known residence in Pinellas County, Florida.

15. E. Ager is the Tampa Sales Director for Tri-Med.

16. Defendant Irwin Ager (“I. Ager”) is an individual with a last known residence in Seminole County, Florida.

17. I. Ager is the Central Florida Sales Director for Tri-Med.

18. Teresa Simmons Bordinat, a/k/a Teresa Simmons, (“Simmons”) is an individual with a last known residence in Seminole County, Florida.

19. Simmons is listed in filings with the Florida Secretary of State as the director and president of TMA.

20. Defendant Anthony N. Nicholas, Jr. (“Nicholas, Jr.”) is an individual with a last known residence in Pinellas County, Florida.

21. Nicholas, Jr., signed a Non-Disclosure Agreement with Tri-Med on April 13, 2012, in which Nicholas Jr., carries the title Secretary-Treasurer, contrary to Tri-Med’s corporate filings with the Florida Department of State, Division of Corporations which list Nicholas, Jr.’s son, Nicholas III, as the secretary treasurer. Nicholas, Jr. directed payment from Marlowe McNabb, P.A. to a medical provider for medical accounts receivable and has signed documents as the secretary treasurer of Tri-Med again contrary to Tri-Med’s corporate filings with the Florida Department of State, Division of Corporations. Additionally, Nicholas, Jr. is listed on the West Coast Florida Better Business Bureau website for Tri-Med Corporation as Director, Secretary, and Treasurer of the company.

22. Non-party Wells Fargo Bank, N.A. (“Wells Fargo”) is a national chartered bank based in San Francisco, California, with offices in Florida.

23. Non-party Marlowe McNabb, P.A. (“Marlowe McNabb”) is a Florida law firm based in Tampa, Florida.

24. Non-party Homebanc N.A. (“Homebanc”) is a national chartered bank based in Tampa, Florida

#### **THE SALE OF THE INVESTMENT PLAN**

25. The Defendants have engaged in the offer and sale of what appears to be in excess of \$13 million in investment agreements to 232 Florida investors.

26. The Office has obtained sworn affidavits from 15 Florida investors. Several of these investors rolled over these investment agreements in 2013 when the original investment agreements matured.

27. Sales have been principally made to elderly investors searching for ultra conservative investments.

28. According to investors and independent sales agents, E. Ager and I. Ager are the two principal marketing and sales personnel for Tri-Med.

29. E. Ager and I. Ager made sales directly to investors and provided the training to the independent sales agents who sold the Tri-Med investment to the investors.

30. TMA is the marketing arm of Tri-Med.

31. TMA markets the Tri-Med investment by placing newspaper advertisements, direct mailings, and through the independent sales agents contact lists as well as the independent sales agents placing advertisements or sending direct mail in the format provided by or instructed by Tri-Med, TMA and I. Ager and/or E. Ager.

32. Tri-Med purports to buy accounts receivable backed by Letters of Protection from medical providers, including doctors and hospitals.

33. TMA's website states, in part:

- a. "Hospitals and surgery centers no longer have to carry unpaid receivables for many months because of the available cash from Tri-Med Corporation."
- b. "Tri-Med Corporation works with investor money to purchase account receivables [sic] backed by letters of protection (LOPs or liens) from major healthcare providers."
- c. "Our investment program allows investors to receive a better return on their funds. Interest payments are made on a monthly, direct

deposit. Terms are almost always less than 24 months. It's the perfect program for knowledgeable investors.”

34. Contrary to the above representations, Tri-Med uses less than 25% of investor monies to buy accounts receivable backed by Letters of Protection from healthcare providers. The majority of investor funds have been used by Tri-Med's principals for other purposes and for their own personal expenses.

35. Additionally, the Defendants failed to tell investors that the “interest payments” the investors will receive are actually the investors' own funds or the funds of other investors being paid out to them to give the illusion of “interest payments.”

36. TMA's website further claimed:

This investment has been registered with and operates as an exempt security, as reviewed by the Florida Office of Financial Regulation.

37. Contrary to this representation, the investment has never been registered with the OFR. Further, it was never submitted by any of the Defendants to the OFR for review.

38. Tri-Med informs investors and potential investors that it buys accounts receivable backed by Letters of Protection from the following hospitals:

- a. Sarasota Memorial
- b. Blake Medical Center of Bradenton
- c. Northside Hospital and Heart Institute
- d. St. Vincent's Hospital, Jacksonville
- e. Lakeland Regional Medical Center
- f. North Florida Regional Medical Center

- g. Memorial Hospital of Tampa
- h. Palms of Pasadena Hospital, St. Petersburg
- i. Town and Country Hospital

39. Hospital Corporation of America (“HCA”) operates all of the above listed hospitals except:

- a. Sarasota Memorial
- b. St. Vincent’s Hospital, Jacksonville

40. HCA denies selling any accounts receivable to Tri-Med at any time.

41. St Vincent’s Hospital in Jacksonville, Florida denies selling any accounts receivable to Tri-Med at any time.

42. Sarasota Memorial has not responded to an inquiry of whether they have ever sold any accounts receivable to Tri-Med.

43. Tri-Med informs investors and potential investors that it buys accounts receivable backed by Letters of Protection from the following Surgery Centers:

- a. Boca Raton Surgery Center
- b. Emerald Coast Surgery Center, Ft. Walton Beach
- c. Medical Partners Surgery Center, Jacksonville
- d. Citrus Surgery Center
- e. Orlando center [sic] for Surgery
- f. Indian River Surgery Center
- g. Physician’s Surgical Care Center, Winter park [sic]

44. Surgical Care Affiliates (“SCA”) operates, all of the above listed surgical centers in Florida.

45. SCA denies any of its affiliates sold any accounts receivable to Tri-Med at any time.

46. Tri-Med informs investors and potential investors that it buys accounts receivable backed by Letters of Protection from the following doctors:

- a. Dr. Jeffrey H. Oppenheimer – Neurosurgeon.
- b. Dr. Barry Shapiro, Orthopedic Surgeon.
- c. Dr. Gerard D’Ariano – Orthopedic Surgeon.
- d. Dr. Gerarg [sic] D’Ariano – Orthopedic Surgeon. This appears to be a misspelling of Dr. Gerard D’Ariano, listed above.
- e. Dr. Scott Katzman – Orthopedic Surgeon.
- f. Dr. Robert Mills – Orthopedic Surgeon.
- g. Dr. Monica McPhail-Pruitt – Anesthesiologist.
- h. Dr. Behnam Meyers [sic] – Osteopathic Physician. This appears to be a misspelling of Dr. Behnam Myers.
- i. Dr. William Wilcox – Osteopathic Physician.
- j. Dr. Jon Ehrich – Osteopathic Physician.
- k. Dr. Edwin Maldonado – Doctor of Medicine.
- l. Dr. Christine Schleiter – Doctor of Chiropractic.
- m. LewJack Dorance – Physician Assistant, Certified.
- n. Luciano Barketta [sic] – Physician Assistant, Certified. This appears to be a misspelling of Luciano Barletta.
- o. Denise Andrade – Physician Assistant, Certified.

- p. Michael Wycocki [sic] – Physician Assistant, Certified. This appears to be a misspelling of Michael Wycoki.
- q. Bill Holt, Director of Physical Therapy – Advanced Orthopedics.
- r. Dr. Eric Groteke – Diagnostician and Doctor of Chiropractic.
- s. Dr. Glen Petterson [sic] – Diagnostician and Doctor of Chiropractic.  
This appears to be a misspelling of Dr. Glen Pettersen.

47. Of the above identified doctors, all but five deny selling accounts receivable to Tri-Med at any time.

48. Of the remaining five doctors:

- a. Dr. William Wilcox is no longer licensed in the State of Florida. His license expired December 31, 1987. Making it unlikely he sold any accounts receivable backed by Letters of Protection he may have had as they would have been at least 23 years old when the Defendants began this investment scheme.
- b. Dr. Eric Groteke stated he did sell accounts receivable backed by Letters of Protection to Tri-Med during the “first quarter of the year” but none after that.
- c. The remaining three, listed below, have not responded to inquiries whether they have ever sold accounts receivable to Tri-Med.
  - i. Dr. Robert Mills
  - ii. Dr. Jon Ehrich
  - iii. Dr. Glen Pettersen

49. The general theme throughout the Tri-Med advertising is:

- a. The investor will receive an annual percentage rate (APR) of between 5% -8% (depending upon the advertisement)
- b. That it is “PAID MONTHLY”
- c. A comparison of the offered APR to that of a CD paying “about 1.5% APR”
- d. The investment is “SAFE” or “EVERY DOLLAR is backed by a MAJOR INSURANCE COMPANY!”

50. The Defendants tell investors that all investor monies are kept in an attorney’s trust account that is FDIC insured prior to the purchase of Letters of Protection that meet Tri-Med’s purchase criteria.

51. Contrary to the above representation, less than 25% of the investors’ funds have been sent to the law firm.

52. Additionally, the Defendants state that Tri-Med backs each Letter of Protection investment and that if an account receivable backed by a Letter of Protection is not paid within the 24 month period or if the amount received is less than the full amount of the account receivable backed by a Letter of Protection, then Tri-Med will pay to the investor, the difference so the investor will receive the full amount of the investors original investment, in addition to the interest paid.

53. Investors make payment of their principal investment to Tri-Med.

54. In return, the investors receive an investment agreement in the form of a document titled “Monthly Income Agreement /Receipt.”

55. The investment agreements provide that:

- a. Tri-Med will pay the investor a specified fixed rate of interest, between 5% - 8% depending upon the specific investment agreement, in monthly installments in exchange for their investment.
- b. “Until an appropriate case is identified and funded, Investor funds will be **held in trust at the law firm of Marlowe McNabb, P.A. ... under the sole control of Stephen D. Marlowe.**”
- c. Investors do not have any “right, power or ability to influence the selection of appropriate cases.”
- d. If a case takes longer than 24 months to settle, the investor can choose to continue receiving monthly payments or the investor can demand the “immediate return of the amount initially invested and allocated to that particular case.”
- e. If the underlying case is dropped or lost in litigation, Tri-Med “agrees to immediately replace the current [Letter of Protection] with an equivalent [Letter of Protection].”

56. Some investment agreements, contain a disclosure stating in part:

**THIS INVESTMENT HAS BEEN SUBMITTED TO THE  
STATE OF FLORIDA OFFICE OF FINANCIAL  
REGULATION AS AN EXEMPT SECURITY.**

57. Contrary to this representation, the investment agreements have not been submitted to the Office.

58. The investment agreements incorporate a receipt for the investors’ funds.

59. The investors subsequently receive a confirmation letter from Tri-Med thanking them for their deposit into the “TriMed Investment Program.”

60. The confirmation letter proceeds to inform the investor that:

Your funds have been placed in an FDIC Insured Trust Account under the control and direction of one of Florida’s most respected law firms, Marlowe McNabb, P.A.

61. Contrary to the above representation to the investors, of the \$13 million received from investors, Tri-Med has placed only \$2.8 million into the Marlowe McNabb, P.A. Trust Account.

62. The confirmation letter then provides that “[w]ithin approximately sixty to ninety days, the physician’s lien on the insurance company proceeds will be reassigned to you. ... As promised you will receive your first interest check on [the first of the month following the date of the investment] and on the 1<sup>st</sup> day of each month thereafter, until the case has settled and your principle [*sic*] is returned in full.”

63. The Defendants fail to inform investors that in actuality the investor will begin receiving interest checks from their own and/or other investors’ funds.

64. Investors subsequently receive an “Assignment of Interest” from Tri-Med in the purported accounts receivable backed by a Letter of Protection that Tri-Med purchases from the medical providers (“Assignment of Interest”).

65. The Assignments of Interest received by the investors equal the total amount invested.

66. The Assignment of Interest contains the name of the insurance company that is purportedly responsible for the particular Letter of Protection claim.

67. The OFR contacted two of the insurance companies named within the various Assignments of Interest given to investors.

68. Both of the contacted insurance companies denied sending any payments to Tri-Med.

69. Contrary to the above claims of legitimate business, the Defendants have operated and are operating a classic Ponzi scheme. Since 2011 over \$13 million of new and reinvested investor money was used to pay the claims for principal and interest to investors. These disbursements lulled investors into the false belief that Tri-Med was and is operating as represented, when in fact it is not.

#### **THE FLOW OF FUNDS**

70. Between October 2011 and November 2012, Tri-Med operated up to 13 various accounts at Bank of America.

71. In October 2012, Tri-Med opened 12 accounts at a Wells Fargo Florida branch office.

72. Funds originally remaining within the Bank of America accounts at their closing were transferred to Wells Fargo Accounts.

73. In October 2013, Tri-Med opened an additional account at a Wells Fargo Florida branch office.

74. All 13 accounts remained active at the time this suit was filed.

75. Checks, drafts and wires payable to Tri-Med were deposited into one of Tri-Med's Wells Fargo accounts.

76. Tri-Med moved monies, made up mostly from investor deposits, amongst its 13 Wells Fargo Accounts.

77. Nicholas, III is a signatory on all of the Wells Fargo accounts.
78. Anderson is a signatory on two of the Wells Fargo accounts.
79. Tri-Med's bank account records from account opening through October 2013, have been analyzed by the OFR and indicate the following:
  - a. Investors' funds are deposited \$13,074,661.42 into Tri-Med's accounts.
  - b. An additional \$2,230,001.44 was deposited into Tri-Med's accounts from other sources.
  - c. The total income into Tri-Med's Wells Fargo Accounts is \$15,304,662.86.
  - d. Tri-Med has spent \$11,032,545.63, the majority of which is investor monies.
  - e. Tri-Med sent only \$2,844,395.52 of the \$13,074,661.42 raised from investors to Marlowe McNabb, P.A.
  - f. TMA received \$1,560,320.76 from Tri-Med
  - g. Anderson received \$304,605.93 from Tri-Med.
  - h. Nicholas, III received \$732,852.87 from Tri-Med.
  - i. Nicholas, Jr., received \$416,700.00 in investor monies from Tri-Med.
  - j. As of February 10, 2014, Tri-Med's cumulative balances at Wells Fargo were \$4,064,872.84.
80. Funds TMA receives from Tri-Med are deposited into TMA's Homebank account.

81. Simmons and I. Ager are signers on the TMA account at Homebanc.

82. TMA disperses payments, drawn upon its Homebanc account, to the independent sales agents for their commission for selling the Tri-Med Letter of Protection investment.

**THE TRI-MED INVESTMENT PROGRAM IS A “SECURITY”**

83. Section 517.021, Florida Statutes, entitled Definitions, provides at subsection (20) the following definition of a security:

(20) “Security” includes any of the following:

(a) A note.

(f) An evidence of indebtedness.

(q) An investment contract.

84. The Defendants offered and sold “securities” as defined by § 517.021(20)(a), (f), and (q), Florida Statutes.

85. Each security offered and sold is not a “federal covered security” as defined by § 517.021(10), Florida Statutes.

**REGISTRATION STATUS UNDER CHAPTER 517**

86. At all times material to this action, the Defendants were not registered as an “issuer,” “dealer” or “associated person” pursuant to the registration provisions of Chapter 517, Florida Statutes.

87. At all times material to this action, each security offered and sold by the Defendants was not registered as a “security” pursuant to the registration provisions of Chapter 517, Florida Statutes.

## FRAUD AND RECEIVERSHIP PROVISIONS UNDER CHAPTER 517

88. Section 517.301, Florida Statutes, entitled Fraudulent transactions; falsification or concealment of facts, provides at section (1)(a)1, 2, and 3, the following:

(1) It is unlawful and a violation of the provisions of this chapter for a person:

(a) In connection with the rendering of any investment advice or in connection with the offer, sale, or purchase of any investment or security, including any security exempted under the provisions of s. 517.051 and including any security sold in a transaction exempted under the provisions of s. 517.061, directly or indirectly:

1. To employ any device, scheme, or artifice to defraud;
2. To obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
3. To engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon a person.

89. Section 517.07, Florida Statutes, entitled "Registration of securities," provides:

(1) It is unlawful and a violation of this chapter for any person to sell or offer to sell a security within this state unless the security is exempt under s. 517.051, is sold in a transaction exempt under s. 517.061, is a federally covered security, or is registered pursuant to this chapter.

90. Section 517.12, Florida Statutes, entitled "Registration of dealers, associated persons, investment advisers, and branch offices," provides:

(1) No dealer, associated person, or issuer of securities shall sell or offer for sale any securities in or from offices in this state, or sell securities to persons in this state from offices outside this state, by mail or otherwise, unless the person has been registered with the office pursuant to the provisions of this section. The office shall not register any person as an associated person of a dealer unless the dealer with which the applicant

seeks registration is lawfully registered with the office pursuant to this chapter.

91. Section 517.191(1), Florida Statutes, entitled “Injunctions to restrain violations,” provides:

(1) When it appears to the office, either upon complaint or otherwise, that a person has engaged or is about to engage in any act or practice constituting a violation of this chapter or a rule or order hereunder, the office may investigate; and whenever it shall believe from evidence satisfactory to it that any such person has engaged, is engaged, or is about to engage in any act or practice constituting a violation of this chapter or a rule or order hereunder, the office may, in addition to any other remedies, bring action in the name and on behalf of the state against such person and any other person concerned in or in any way participating in or about to participate in such practices or engaging therein or doing any act or acts in furtherance thereof or in violation of this chapter to enjoin such person or persons from continuing such fraudulent practices or engaging therein or doing any act or acts in furtherance thereof or in violation of this chapter. In any such court proceedings, the office may apply for, and on due showing be entitled to have issued, the court's subpoena requiring forthwith the appearance of any defendant and her or his employees, associated persons, or agents and the production of documents, books, and records that may appear necessary for the hearing of such petition, to testify or give evidence concerning the acts or conduct or things complained of in such application for injunction. In such action, the equity courts shall have jurisdiction of the subject matter, and a judgment may be entered awarding such injunction as may be proper.

92. Section 517.191(2), Florida Statutes, provides:

(2) In addition to all other means provided by law for the enforcement of any temporary restraining order, temporary injunction, or permanent injunction issued in any such court proceedings, the court shall have the power and jurisdiction, upon application of the office, to impound and to appoint a receiver or administrator for the property, assets, and business of the defendant, including, but not limited to, the books, records, documents, and papers appertaining thereto. Such receiver or administrator, when appointed and qualified, shall have all powers and duties as to custody, collection, administration, winding up, and liquidation of said property and business as shall from time to time be conferred upon her or him by the court. In any such action, the court may issue orders and decrees staying all pending suits and enjoining any further suits affecting the receiver's or administrator's custody or possession of the said property, assets, and

business or, in its discretion, may with the consent of the presiding judge of the circuit require that all such suits be assigned to the circuit court judge appointing the said receiver or administrator.

93. Section 517.191(3), Florida Statutes, provides as follows:

(3) In addition to any other remedies provided by this chapter, the office may apply to the court hearing this matter for an order of restitution whereby the defendants in such action shall be ordered to make restitution of those sums shown by the office to have been obtained by them in violation of any of the provisions of this chapter. Such restitution shall, at the option of the court, be payable to the administrator or receiver appointed pursuant to this section or directly to the persons whose assets were obtained in violation of this chapter.

**COUNT I**  
**SECURITIES FRAUD: § 517.301(1)(a)1, 2, 3**

94. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

95. The Defendants in connection with the offer and sale of an investment or security did employ various devices, schemes, or artifice to defraud investors; did obtain money or property by means of an untrue statement of a material fact or omissions to state a material fact; and did engage in transactions, practices, or a course of business that operates or operated as a fraud or deceit upon the investors, each on at least 232 occasions.

96. By reason of the foregoing, the Defendants violated and unless enjoined, may continue to violate § 517.301(1)(a)1, 2, 3, Florida Statutes.

97. Pursuant to § 517.191, Florida Statutes, Plaintiff OFR is entitled to an injunction and other equitable relief requested below.

**COUNT II**  
**SALE OF UNREGISTERED SECURITIES**  
**WITHIN FLORIDA: § 517.07**

98. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

99. Defendants offered and sold unregistered securities within the state of Florida on at least 232 occasions.

100. By reason of the foregoing, the Defendants violated and unless enjoined, may continue to violate § 517.07(1), Florida Statutes.

101. Pursuant to § 517.191, Florida Statutes, Plaintiff OFR is entitled to an injunction and other equitable relief requested below.

**COUNT III**  
**SALE OF SECURITIES BY UNREGISTERED DEALER,**  
**ISSUER OR ASSOCIATED PERSON: § 517.12(1)**

102. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

103. Defendants offered and sold securities, from offices within the State of Florida or to persons within the State of Florida, on at least 232 occasions.

104. By reason of the foregoing, the Defendants violated and unless enjoined, may continue to violate § 517.12(1), Florida Statutes.

105. Pursuant to § 517.191, Florida Statutes, Plaintiff OFR is entitled to an injunction and other equitable relief requested below.

**COUNT IV**  
**ACTION TO ENJOIN DEFENDANTS**  
**AND RELIEF DEFENDANTS AS AUTHORIZED BY § 517.191(1)**

106. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

107. As alleged in Counts I through III, the Defendants have engaged in acts and practices in violation of Chapter 517, Florida Statutes.

108. Pursuant to § 517.191(1), Florida Statutes, the OFR is entitled to the issuance of an injunction against each Defendant to enjoin such persons from continuing such fraudulent practices or engaging therein or doing any act or acts in furtherance thereof or in violation of Chapter 517, Florida Statutes.

**IRREPARABLE INJURY  
AND INADEQUACY OF REMEDY AT LAW**

109. The OFR is not obligated to allege or establish irreparable injury or inadequacy of remedy at law as §§ 517.191(1) and 517.201(4)(a), Florida Statutes, provides the conditions for the issuance of injunctive relief.

110. The OFR also notes that when a government entity seeks an injunction in order to enforce its police power, any alternative remedy is ignored and irreparable harm is presumed.

111. Plaintiff OFR nonetheless notes that the evidence indicates that in excess of \$13 million in funds have been taken from Florida residents under false pretenses by Defendants who are not authorized by law to engage in securities activities. This ongoing nature of this fraud is further evidenced by the Defendants continuing solicitation for investments into the Letter of Protection scheme, as well as paying out previous investors with funds from new investors. Thus, irreparable injury has occurred, is occurring, and will continue to occur absent injunctive relief from this court.

**APPLICATION FOR APPOINTMENT OF RECEIVER  
AS AUTHORIZED BY § 517.191(2)**

112. The facts set forth in this Verified Complaint detail not only the reckless use of investor funds but also that the Defendants are clearly operating a fraudulent securities or investment scheme. The Defendants have no legal authority whatsoever to operate as a securities issuer or dealer. Taking this enterprise out of the control of the Defendants is clearly in the public interest.

113. In addition to protecting the public interest, the facts detailed throughout this Verified Complaint also indicate the possibility that funds may be moved beyond the jurisdiction of this Court or to locations where the assets could not be recovered for the investors. Appointment of a receiver under the direction of this Court will also facilitate the location and protection of remaining assets and facilitate disgorgement of the ill-gotten gains.

114. Pursuant to the remedies set forth in § 517.191(2), Florida Statutes, the OFR herein applies and requests the appointment of a receiver over the assets of the following two Defendants:

1. TRI-MED CORPORATION,
2. TRI-MED ASSOCIATES INC.,

**APPLICATION FOR RESTITUTION ORDER  
AGAINST THE DEFENDANTS AND RELIEF DEFENDANTS  
AS AUTHORIZED BY § 517.191(3)**

115. The OFR herein applies and requests orders of restitution against each of the Defendants for disgorgement of the ill-gotten gains in amounts to be established at a later time pursuant to the remedies set forth in § 517.191(3), Florida Statutes.

### **RELIEF REQUESTED**

WHEREFORE, Plaintiff OFR respectfully requests that this Court utilize its legal and equitable powers as follows:

- A. Enter a temporary and permanent injunction against all the Defendants, and each of their agents, servants, employees and attorneys and any other person concerned in, or in any way participating in or about to participate with them in the offer or sale of any security or investment in violation of §§ 517.301, 517.07, 517.12, Florida Statutes, and from any act or acts in furtherance thereof or in violation of Chapter 517, Florida Statutes.
- B. Appoint a Receiver over the assets of Tri-Med Corporation and Tri-Med Associates Inc.
- C. Enter an order prohibiting the Defendants from accepting or depositing additional funds raised from investors.
- D. Enter an order requiring all Defendants to submit an accounting of investor funds and other assets in their possession whether or not associated directly with Letters of Protection or other deposits.
- E. Enter an order of restitution requiring the Defendants to disgorge ill-gotten gains and unjust enrichment equal to the amount of investor funds received.
- F. Enter an order prohibiting the alteration or destruction of relevant documents.

G. Enter an order requiring the repatriation of all assets abroad, which were obtained or derived from the illegal sale of securities.

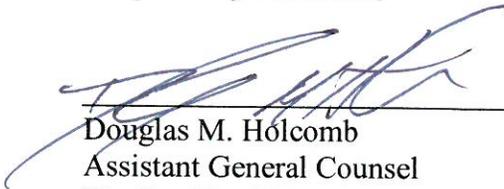
H. Enter an order freezing the Defendants' assets, including all assets held for the direct or indirect benefit, or subject to the direct or indirect control, of the Defendants pending a showing to the satisfaction of the Court that each Defendant has satisfied the conditions identified in A through G herein.

I. Enter an order allowing expedited discovery as pertains to any issues arising under A through H above.

J. Enter an order imposing civil penalties on the Defendants pursuant to § 517.191(4), Florida Statutes.

Respectfully submitted,

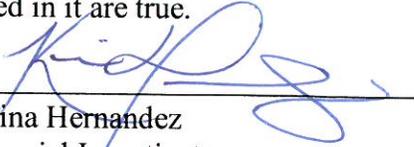
Dated: March 25, 2014



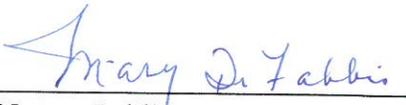
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State of Florida  
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400 West Robinson Street, Suite S-225  
Orlando, Florida 32801-1799  
(407) 245-0608  
[Douglas.Holcomb@flofr.com](mailto:Douglas.Holcomb@flofr.com)

**VERIFICATION**

Under penalties of perjury, I declare that I have read the foregoing Verified Complaint for Temporary and Permanent Injunction, Appointment of Receiver, and Other Statutory and Ancillary Relief, and the facts stated in it are true.

  
\_\_\_\_\_  
Karina Hernandez  
Financial Investigator  
State of Florida  
Office of Financial Regulation  
400 West Robinson Street, Suite S-225  
Orlando, FL 32801-1799

Sworn to and subscribed before me on March 25, 2014 by Karina Hernandez, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did so declare the above verification under oath.

  
\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission expires 10/9/15



# EXHIBIT 3

14 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

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

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

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;

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,

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.

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,

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

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

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

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

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.

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:

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

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.

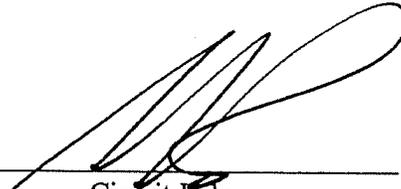
n. The Receiver shall be exclusively vested with all rights, power and authority over the corporate governance of the Receivership Entities, including all rights, power and authority otherwise held by shareholders, members or directors of the Receivership Entities and specifically including the authority 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

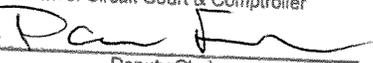
properties of the receivership estate for all costs and expenses, including attorney fees. Persons dealing with the Receiver or any person acting by or through him or on his behalf shall look only to the assets or property of the receivership estate to satisfy any alleged liability and neither the Receiver 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 5<sup>th</sup> 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 5<sup>th</sup> day of MAR 10 2014, 2014  
KEN BURKE  
Clerk of Circuit Court & Comptroller  
By:   
Deputy Clerk

# EXHIBIT 4

**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

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

# EXHIBIT 5

Accounting of Investor Funds of Tri-Med Corporation

		Client Investments & Expense Distribution					
		Client Investments		40% Expenses and Overhead			
Description	Investment 100%	Working Capital 60%	13% Mgmt Expense	Cost Int Reserve (Avg Int 13%/2 Years)	Overhead 5%	MIN Office Expense 4.5%	Gen Office Expense 4.5%
Total Investments contracted	\$ 16,454,637.21	\$ 9,872,782.33	\$ 2,139,102.84	\$ 2,139,102.84	\$ 822,731.86	\$ 740,458.67	\$ 740,458.67
Current Balance (approx)			\$ 1,359,217.06	\$ 1,359,217.06	\$ 200,000.00	\$ 92,699.61	\$ 464,108.27
							total expenses 6,581,854.88

		Medical AR Purchases			
Description	Med Purchases Values	Buy Avg % rate of Retail	Retail Value	Avg Set % Rate of Retail	Projected Settle values
Medical Buys Since Inception	\$ 4,334,123.20	0.3	\$ 14,447,077.33	0.55	\$ 7,945,892.53
IPC (Recent, past few months)	\$ 817,689.00	0.45	\$ 1,817,086.67	0.75	\$ 1,362,815.00
FSC (Recent, past few months)	\$ 880,259.42	0.3	\$ 2,934,198.07	0.55	\$ 1,613,808.94
<b>Total</b>	<b>\$ 6,032,071.62</b>		<b>\$ 20,106,905.40</b>		<b>\$ 10,922,516.47</b>

		Real Estate & Intellectual Properties			Comments	
Description	Current Non-Medical properties	Props bought & sold	Props never bought	Projected or Actual Profit		
Five Properties	\$ 569,428.50		\$	116,629.93	Five real estate Properties currently being held in by TriMed Corp mostly by the entity "TMFL Holdings, LLC"	
Glen Petersen	\$ 589,066.90		\$	57,000.00	Glen Petersen 3 house partnership completed. Money returned to Tri-Med with a approx 557000 profit.	
St. Vincent			\$ 120,000.00	N/A	St. Vincent: Money was allocated to purchase property but never completed. Money never left Tri-Med's account	
Woodridge Pkwy			\$ 250,000.00	N/A	Woodridge Pkwy: Money was allocated to purchase property but never completed. Money in partners act... To be returned	
Bentley Park			\$ 100,000.00	N/A	Bentley Park: Money was allocated to purchase property but never completed. Money in partners act... To be returned	
Software Costs of Visum	450,000.00			Profitable if completed.	Program started by Dr Eric Groteke... Designed to identify med patient trends... Never completed...	
<b>Total Non-Medical properties</b>	<b>1,019,428.50</b>					

		Bank Accounts		Comments	
Description	Bank Account Values				
Liquid cash	\$ 4,550,000.00				Approximate funds being held Tri-Med Corp in both the Wells Fargo and Regions Acts
Cash Held in other acts	\$ 350,000.00				Cash being held in other accounts for the purchase of invest real estate props. Properties purchase never completed... Money to be returned
Atty Marlhowe trust	\$ 210,000.00				Approximate funds being held in Atty Marlhowe's Trust Act...
Atty Stayton Trust	\$ 100,000.00				Settlement money by a 1st "receiver of funds"... Ams are in dispute. After ams are verified, money to be returned to TriMed's Set trust act
Charles Corcos act	\$ 200,000.00				Settlement money by a 2nd "receiver of funds"... After amounts are verified, money to be returned to the Tri_Med's Settlement trust act
<b>Total cash available</b>	<b>\$ 5,410,000.00</b>				
Customer Interest Reserve	\$ (1,353,217.06)				
Cash available to invest	\$ 4,056,782.94				

		Settlements and Settlement Payouts	
Description	Direct to clients		Held in acts
Stayton Settlements	\$ 260,750.00	\$	100,000.00
Corcos Settlements	\$ 277,330.00	\$	200,000.00
Timed Settlements	\$ 453,450.76	\$	253,491.55
<b>TOTALS</b>	<b>\$ 991,550.76</b>	\$	<b>553,491.55</b>

**24 Clients totally settled out \$ 537,400.00** This value is part of the above settlement figures and not an addition to...

		Total Assets	
Description	Current Value		Projected Settle Values
Medical AR Purchases	\$ 6,032,071.62	\$	10,922,516.47
Non-Medical properties	\$ 1,019,428.50	\$	1,500,000.00
Outstanding loans	\$ 137,000.00	\$	168,400.00
Total cash available	\$ 5,410,000.00	\$	5,410,000.00
<b>Total Assets</b>	<b>\$ 12,598,500.12</b>	\$	<b>18,000,916.47</b>

## Outstanding Loans

Borrower	Loan amount	Amount Due in 1 Year
Jim Nicholas	\$ 10,000.00	\$ 12,000.00
Nick Nicholas	\$ 1,000.00	\$ 1,200.00
Ray's Car Service	\$ 36,000.00	\$ 43,200.00
Dikson Rodriguez	\$ 20,000.00	\$ 24,000.00
Dr Meckerson	\$ 50,000.00	\$ 60,000.00
Ray's Car Service	\$ 20,000.00	\$ 28,000.00
Totals	\$ 137,000.00	\$ 168,400.00

# EXHIBIT 6

# Minnesota Business and Lien System, Office of the Minnesota Secretary of State

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[Sign In or Create Online  
Account](#)

## Minnesota Business and Lien System, Office of the Minnesota Secretary of State

[Sign In or Create Online  
Account](#)

### Business Record Details »

Minnesota Business Name  
Interventional Pain Center, PLLC

**Business Type**

Limited Liability Company (Domestic)

**MN Statute**

322B

**File Number**

680943100023

**Home Jurisdiction**

Minnesota

**Filing Date**

7/10/2013

**Status**

Active / In Good Standing

**Renewal Due Date**

12/31/2015

**Registered Office Address**

10653 Wayzata Blvd  
# 200  
Minnetonka, MN 55305  
USA

**Registered Agent(s)**

Chad Hill

**Manager**

Interventional Pain Center, PLLC  
10653 Wayzata Blvd, Suite 200  
Minnetonka, MN 55123  
USA

**Principal Executive Office Address**

10653 Wayzata Blvd, Suite 200  
Minnetonka, MN 55123  
USA

Filing History

## Filing History

Select the item(s) you would like to order:

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	7/10/2013	Original Filing - Limited Liability Company (Domestic)	
<input type="checkbox"/>	12/19/2013	Registered Office and/or Agent - Limited Liability Company (Domestic)	

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# EXHIBIT 7

**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-CA

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

Defendants,

vs.

TMFL HOLDINGS, LLC,

Relief Defendant.

\_\_\_\_\_ /

**AFFIDAVIT OF DAVID KETROSER, M.D.**

STATE OF MINNESOTA        )  
  )  
COUNTY OF HENNEPIN        )

BEFORE ME, the undersigned authority, appeared David Ketrosier, M.D., who, first being duly sworn, deposes and says:

1. I am over the age of eighteen and am competent to testify about the matters herein. This affidavit is based upon information personally known to me.

2. I have been a licensed doctor since 1978. In or around July 2013, I became associated with the predecessor to Interventional Pain Center, PLLC (“IPC”) as an independent

contractor. I was hired to work at the predecessor to IPC as a medical doctor by Defendant Jeremy Anderson (“**Defendant Anderson**”), and subsequently continued in the same role at IPC.

3. Minnesota law requires that an entity providing medical services to the public be owned and operated by a physician. During my tenure at IPC, Dr. Chad Hill appeared on documents as the owner and operator of IPC. It is my understanding that Dr. Chad Hill and Defendant Anderson were close friends.

4. While Dr. Chad Hill was listed as the owner and operator of IPC, 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.

5. Defendant Anderson was the sole source of funding for IPC and I later learned that all of that funding came from Tri-Med Corporation. Specifically, Defendant Anderson sold approximately \$1.8 million of IPC’s accounts receivable (“**A/R**”) to Tri-Med Corporation for approximately \$900,000 (the “**A/R Sale**”).

6. Despite this sale, Defendant Anderson afterwards repeatedly told me that IPC did not have any money.

7. Defendant Anderson was present on IPC’s premises on a near-daily basis, and he also maintained an office in IPC.

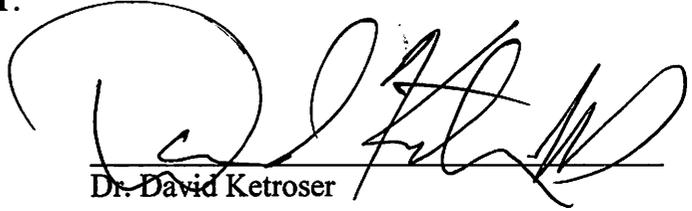
8. Following the institution of this action by the Florida Office of Financial Regulation, Defendant Anderson moved his office from IPC to an adjacent office suite to try to distance himself from IPC.

9. It is my understanding 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. Instead, Defendant

Anderson used those funds for other purposes, including the payment of IPC's general expenses, employee salaries, and wages.

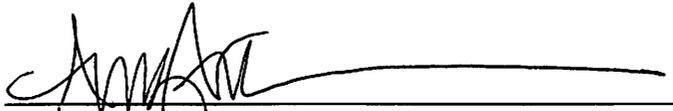
10. I ceased my Independent Contractor relationship with IPC in August 2014.

**FURTHER AFFIANT SAYETH NAUGHT.**

  
Dr. David Ketrosier

STATE OF MINNESOTA       )  
  )  
COUNTY OF HENNEPIN     )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2015, by David Ketrosier, who  is personally known to me, or  has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public, State of Minnesota

Printed Name: Amy Fraseur

My Commission Expires: 1-31-2019



# EXHIBIT 8

**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

1 as IPC, as I should have correctly earlier in  
2 the deposition.

3 Were you responsible for starting IPC?

4 A. Plead the Fifth.

5 Q. Did IPC's initial funding derive from  
6 investor funds? That's the question. Did  
7 IPC initial -- did IPC's initial funding  
8 derive from investors' funds?

9 A. Plead the Fifth.

10 Q. Did those funds -- follow-up question. Were  
11 the funds that were used for the initial  
12 funding of IPC, were they transferred from --  
13 from Tri-Med Corporation or any affiliate  
14 entities of -- related to Tri-Med Corporation  
15 and secondary tractions that ultimately  
16 arrived at IPC?

17 A. Plead the Fifth.

18 Q. Let me rephrase that.

19 A. Okay. I was --

20 Q. Did Tri-Med Corporation transfer -- to your  
21 knowledge, did Tri-Med Corporation transfer  
22 any investors' funds to entities which  
23 subsequently transferred those same funds to  
24 IPC?

25 A. I plead the Fifth.

1 Q. Are you responsible for operating IPC?

2 A. I plead the Fifth.

3 Q. Have you received any compensation from IPC?

4 A. I plead the Fifth.

5 Q. The only other issues is I believe I'm  
6 entitled to a copy of your notes. I'm going  
7 to take a quick look at them. If they're --

8 A. (Hands document).

9 Q. (Reviews document). I -- I don't need a copy  
10 of your three-line notes.

11 A. Okay.

12 MR. MELCHIOR: And so with that,  
13 Mr. -- I guess I'm -- I'm finished with  
14 my direct examination, Mr. Morello. Do  
15 you have any questions for the witness?

16 MR. MORELLO: No. I don't have any  
17 questions at this time.

18 MR. MELCHIOR: Mr. Anderson, you  
19 have the -- I don't know if your counsel  
20 was -- explained this to you. But when  
21 a deposition is terminated, the -- you  
22 know, the reporter here has been taking  
23 the notes that will be transcribed. You  
24 have the right to read the -- his  
25 transcription and to make, you know,

# EXHIBIT 9

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:

Chad Menter Hill

Chapter 7

Case No. 14-35001

Debtor  
-----

RULE 2004 EXAMINATION

The following is the Rule 2004 Examination of CHAD MENTER HILL, taken before Jean F. Soule, Notary Public, Registered Professional Reporter, pursuant to Notice of Taking Rule 2004 Examination, at the law office of Briggs and Morgan, P.A., 2200 IDS Center, 80 South Eighth Street, Minneapolis, Minnesota, commencing at 9:06 a.m., Friday, June 5, 2015.

\* \* \*

1 to say that you gave 90 percent of the interest to  
2 Dr. Kazi?

3 **A. Correct.**

4 Q. Without any money exchanging hands --

5 **A. Correct.**

6 Q. -- in March?

7 In March of 2014, when ownership  
8 transferred between you and Dr. Kazi, why did that  
9 transfer happen of ownership?

10 **A. Dr. Kazi wanted more control of the**  
11 **company.**

12 Q. Why did Dr. Kazi want more control  
13 over IPC?

14 **A. The company was -- had just lost its**  
15 **funding source, and Dr. Kazi thought he could do a**  
16 **better job of running it even without a funding**  
17 **source.**

18 Q. And by "lost its funding source," can  
19 you explain what you mean, that IPC lost its  
20 funding source?

21 **A. That Tri-Med Corporation was not able**  
22 **to fund us anymore.**

23 Q. And to your understanding, why was  
24 Tri-Med Corporation not able to fund IPC anymore?

25 **A. That they were shut down, injunction.**

1 Q. I mean to the best of your  
2 understanding.

3 A. Yeah.

4 Q. I'm not expecting --

5 A. That they were shut down.

6 Q. I'm not expecting some sort of legal  
7 analysis from you, but --

8 A. Right.

9 Q. -- whatever you understand to be the  
10 case.

11 A. That they were shut down and not able  
12 to fund.

13 Q. How did Tri-Med Corporation fund IPC?

14 A. We sold them accounts receivable, IPC  
15 sold them accounts receivable.

16 Q. And, in exchange, Tri-Med Corporation  
17 did what?

18 A. They would give us funds, give IPC  
19 funds.

20 Q. When did the purchase of accounts  
21 receivable from IPC and Tri-Med Corporation begin?

22 A. Before I -- before I assumed ownership  
23 I know that they were funding. I don't know the  
24 exact date.

25 Q. Do you know a month and a year?

1           **A.**       **At 2013, I don't remember the first**  
2       **date.**

3           **Q.**       But it was sometime before September  
4 of 2013?

5           **A.**       **Correct.**

6           **Q.**       To the best that you can or that  
7 you're able to answer if you can't remember when  
8 this started, from when it started sometime in 2013  
9 until when it stopped in March of -- when the  
10 funding stopped in 2014, how much had Tri-Med  
11 Corporation paid to IPC for accounts receivable?

12           **A.**       **I don't have an exact number, roughly**  
13 **800,000.**

14           **Q.**       And were you involved in the  
15 transactions, in the purchase of AR transactions  
16 between IPC and Tri-Med Corporation?

17           **A.**       **I -- I was involved.**

18           **Q.**       How so?

19           **A.**       **I was the one who looked over the**  
20 **charts to decide which ones should fund, which ones**  
21 **would be good to fund.**

22           **Q.**       And the charts that you're talking  
23 about are what charts?

24           **A.**       **Patient charts.**

25           **Q.**       Were there agreements, written

1 agreements between IPC and Tri-Med Corporation  
2 about the purchase of accounts receivable?

3 **A. There was the assignment page, which**  
4 **outlined the agreement.**

5 Q. And who was involved in drafting, to  
6 the best that you know, the assignment pages  
7 involved in these transactions?

8 **A. Tri-Med Management.**

9 Q. And what's --

10 **A. And Tri-Med Corp.**

11 Q. Tri-Med Management and Tri-Med Corp.  
12 What is Tri-Med Management?

13 **A. Tri-Med Management is our**  
14 **management comp -- is the management company for**  
15 **IPC.**

16 Q. How long has Tri-Med Management been  
17 the management company for IPC?

18 **A. As long as I've had ownership they**  
19 **were.**

20 Q. To the best that you know, was Tri-Med  
21 Management the management company for IPC prior to  
22 September of 2013, when you became an owner?

23 **A. Yes.**

24 Q. Who runs Tri-Med Management?

25 **A. Jeremy Anderson.**

1 Q. Who is Jeremy Anderson?

2 A. He's the owner of Tri-Med Management.

3 Q. How do you know Jeremy Anderson?

4 A. We are friends.

5 Q. When did you meet him?

6 A. Many years ago, in grade school. I  
7 don't recall the year, third grade.

8 Q. So you've known Jeremy Anderson a long  
9 time?

10 A. A long time.

11 Q. How did you and Jeremy Anderson come  
12 to be involved in business together?

13 A. Jeremy talked to me in approximately  
14 2011 or 2012, that he wanted to -- he wanted to  
15 expand into Minnesota and asked me if I would be  
16 willing to help him with ideas of pain management  
17 clinics in Minnesota, would that work or not, would  
18 that be good business sense or not?

19 Q. Prior to that conversation, which  
20 happened sometime in 2011 --

21 A. Uh-huh.

22 Q. -- 2012, had you done business with  
23 Jeremy before?

24 A. No.

25 Q. So before that, it's fair to say it

1 Q. Do you know who would know the answer  
2 to that question?

3 A. **Tri-Med Management.**

4 Q. And Tri-Med Management being Jeremy  
5 Anderson?

6 MR. KIRSCHER: I'm going to object to  
7 that. I think that's a legal conclusion and  
8 testimony by the examiner. It also is simply  
9 incorrect.

10 MR. SUPALLA: Well, he can agree or  
11 disagree.

12 MR. KIRSCHER: Well, I mean, Tri-Med  
13 Management is Tri-Med Management. It's its own  
14 entity. To say that it is a certain individual is  
15 just simply incorrect legally.

16 BY MR. SUPALLA:

17 Q. The only person that we know there  
18 that works there is Jeremy Anderson; is that right?  
19 I take it back.

20 The only person that Dr. Hill is aware  
21 who works for Tri-Med Management is Jeremy  
22 Anderson; is that right?

23 A. **That's the only one I'm aware of.**

24 Q. Fair enough. When you worked for IPC,  
25 how did IPC pay you?

1 that you know?

2 **A. I don't know.**

3 Q. Where were Tri-Med Management's  
4 offices?

5 **A. In -- in the same building that we  
6 were in.**

7 Q. And that would be the building out in  
8 Minnetonka?

9 **A. Correct.**

10 Q. Was Jeremy Anderson ever present in  
11 IPC's offices?

12 **A. Yes.**

13 Q. How frequently?

14 **A. Several days a week, nearly every day.**

15 Q. When Jeremy was in the office at IPC,  
16 to the extent that you know the answer, what was  
17 Jeremy doing?

18 **A. He was looking at patient charts,  
19 also, and figuring out which ones -- which ones  
20 were going to settle or may not settle or which  
21 ones would -- would be worth buying or not buying,  
22 those type of things.**

23 Q. And so the reason that Jeremy was  
24 looking at the patient charts, was that related to  
25 the purchase and sale of the accounts receivable

1 between Tri-Med Corporation and IPC?

2 **A. Yes.**

3 Q. So Jeremy was involved in the process  
4 of deciding which accounts Tri-Med Corporation was  
5 going to buy, which ones that it wanted to buy?

6 **A. Yes.**

7 Q. Were there ever any transactions of  
8 these account receivable transactions, sale and  
9 purchases, between Tri-Med Management and IPC?

10 **A. Could you repeat that?**

11 Q. We've been talking about the Tri-Med  
12 Corporation and IPC, the accounts receivable  
13 transactions?

14 **A. Uh-huh.**

15 Q. Were there any transactions like that  
16 between IPC and Tri-Med Management?

17 **A. No. Accounts were not sold from IPC  
18 to Tri-Med Management.**

19 Q. Did IPC ever sell any of its accounts  
20 receivable to any other companies or individuals  
21 other than Tri-Med Corporation?

22 **A. Could you repeat that? I want to make  
23 sure you had the right --**

24 MR. SUPALLA: Would you mind --

25 THE WITNESS: -- company when you

1 account?

2 **A. No.**

3 Q. So no one else could deposit money?

4 **A. Nope.**

5 Q. No one else could take money out  
6 except for you?

7 **A. Correct.**

8 Q. And do you see there's an entry there,  
9 the date is 06 Mar, the 6th of March?

10 **A. Yes.**

11 Q. And it's a deposit, what's the deposit  
12 amount?

13 **A. One hundred thousand.**

14 Q. What is that \$100,000 deposit?

15 **A. That is from IPC money to my personal  
16 account.**

17 Q. And why did IPC transfer \$100,000 into  
18 your savings account on March 6th, on or about  
19 March 6th?

20 **A. Uh-huh. That is because IPC's payroll  
21 money and other money that was in Tri-Med  
22 Management's account was now frozen.**

23 Q. The \$100,000 is IPC's payroll money?

24 **A. That is money for -- from sold  
25 accounts to IPC.**

1 Q. So IPC sold some accounts receivable  
2 to whom?

3 A. To Tri-Med Corp.

4 Q. And, then, is that \$100,000 part of  
5 some funds that Tri-Med Corp. paid IPC for those  
6 accounts receivable?

7 A. Yes, correct.

8 Q. And that's your understanding of what  
9 that money is from?

10 A. That's my understanding where it's  
11 from.

12 Q. What was that \$100,000 to be used for?

13 A. Business operating expenses for IPC.

14 Q. You said the money came from Tri-Med  
15 Corporation; is that right?

16 A. Correct.

17 Q. I'm going to give you another  
18 document. I don't want to get this all mixed up  
19 here, but --

20 MR. SUPALLA: If you would mark one of  
21 these for me, please.

22 (Whereupon, Rule 2004 Examination  
23 [REDACTED] was marked for identification, and a  
24 copy is attached and hereby made a part of this  
25 transcript.)

1 BY MR. SUPALLA:

2 Q. I'm going to hand you what we've  
3 marked as [REDACTED]. There's a copy for you. Do  
4 you recognize [REDACTED]?

5 A. It looks like it's from Voyager Bank.

6 Q. What is Voyager Bank?

7 A. Voyager Bank is where IPC had an  
8 account.

9 Q. So it looks like this is -- it says  
10 it's an incoming wire detail, is that right, at the  
11 top of the page?

12 A. Yes, I see that.

13 Q. Right under the logo. And if you look  
14 in the left column, one, two, three lines down, it  
15 says amount \$300,000?

16 A. Yes.

17 Q. If we go to the bottom of the page, it  
18 says Originator Information, Originator: Tri-Med  
19 Corporation. Do you see where I'm at?

20 A. Yes.

21 Q. And that means that the money was  
22 coming from Tri-Med Corporation?

23 MR. KIRSCHER: I'm going to object,  
24 beyond the scope of the witness's knowledge. Go  
25 ahead and answer if you know.

1 BY MR. SUPALLA:

2 Q. To the extent that you know, does that  
3 indicate to you that the money came from Tri-Med  
4 Corporation?

5 A. **That's what it says, yes.**

6 Q. And, then, if we look in the right-hand  
7 column, where it says Beneficiary Information, it  
8 says the beneficiary is Interventional Pain Center;  
9 is that right?

10 A. **Yes.**

11 Q. And, then, it says Originator to  
12 Beneficiary, do you see that line? It's the fifth  
13 one down in that little section.

14 A. **Yes.**

15 Q. And what does it say there?

16 A. **Purchase of AR.**

17 Q. And what does that, if anything,  
18 indicate to you about this transfer?

19 A. **That Tri-Med Corp. had purchased**  
20 **accounts receivable from Interventional Pain**  
21 **Center.**

22 Q. Now, you had testified earlier that  
23 when Tri-Med Corporation would buy these bulk  
24 pieces of accounts that it had separate agreements  
25 with -- there were separate agreements between IPC

1 Q. That \$100,000, is that \$100,000 part  
2 of -- come from part of the \$300,000 that Tri-Med  
3 Corporation had paid to IPC on the Voyager Bank  
4 wire that we talked about in [REDACTED]?

5 A. Yes.

6 Q. And you had testified that the reason  
7 for that transfer to you was so that you -- to  
8 cover IPC's payroll?

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.

16 Q. Why was there a fear that IPC's  
17 accounts would be shut down?

18 A. Just because of our association, our  
19 BAA with Tri-Med Management and someplace that had  
20 already been shut down.

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.

25 Q. Was Jeremy Anderson involved in the

1 decision to transfer that \$100,000 from IPC's  
2 account to your personal checking account?

3 **A. He was involved in the discussions of**  
4 **what to do next.**

5 Q. But he didn't make the decision?

6 **A. He didn't ultimately make the**  
7 **decision. I ultimately made the decision.**

8 Q. What happened to the other \$200,000  
9 that Tri-Med Corporation had transferred as part of  
10 that March 5th Voyager Bank wire transfer?

11 **A. That would have been in the Voyager**  
12 **Bank account, which I didn't have access to. So I**  
13 **don't know the answer to that question.**

14 Q. So whoever had access to the account  
15 would know what happened to that \$200,000,  
16 presumably?

17 **A. Yes, correct.**

18 Q. And that would be Dr. Kazi or Dr. Mai?

19 **A. Correct.**

20 Q. How long did that \$100,000 stay in  
21 your account, off the top of your head do you know?

22 **A. Off the top of my head, I don't know.**  
23 **I'd have to look at my bank records.**

24 Q. I think I've got the next month.

25 **A. Okay.**

1           **A.       I'm not, either. I don't have a**  
2           **calculator.**

3           Q.       And, then, would you please turn the  
4           page from page 2 to page No. 4? And page No. 4  
5           is --

6           **A.       Yes.**

7           Q.       Do you see, do you have it?

8           **A.       Uh-huh.**

9           Q.       It's your savings account again?

10          **A.       Yes.**

11          Q.       And so we see at the top there that  
12          the balance forward is the \$100,000 plus about  
13          \$397?

14          **A.       Uh-huh.**

15          Q.       Would you look at the entry on the  
16          11th of March? Do you see where I'm at?

17          **A.       I do.**

18          Q.       It says wire to Wells Fargo?

19          **A.       Uh-huh.**

20          Q.       And what's the amount that was wired  
21          to Wells Fargo?

22          **A.       Seventy-five thousand.**

23          Q.       And why did you wire \$75,000 to a  
24          Wells Fargo account on March 11th?

25          **A.       I don't have the details of that**

1 transfer with me, but that definitely could be to  
2 an attorney.

3 Q. What is the name of that attorney?

4 A. I don't have that information on me.

5 Q. How did you come to decide that you  
6 were going to transfer \$75,000 to an attorney on  
7 March 11th?

8 A. Well, it was a decision talking to the  
9 doctors and talking to Tri-Med Management, Jeremy  
10 Anderson, that once our money was frozen and the  
11 fear that still existed of all our other accounts  
12 being frozen and the fear that if we can't operate  
13 as a business we'll be closing the doors, and an  
14 attorney who said they can help -- oh, what's  
15 the right -- I don't -- I'm not a legal expert, I  
16 don't know the legal term but lift -- lift whatever  
17 is being frozen and to get everything back running  
18 again, we said, yes, we would be willing to send  
19 him money to help get that restrictions, whatever  
20 it is, lifted so that we could operate again, so  
21 that we could fund again.

22 Q. And the restrictions that you're  
23 talking about, is that the freeze that had occurred  
24 with the Tri-Med Management account or is that  
25 something else?

1           A.       That would be part of it.

2           Q.       Part of it.  What's the other part of  
3 it?

4           A.       If we can't fund our cases, our -- our  
5 cases are AR, when we see these patients, we are  
6 not going to be able to survive as a clinic.

7           Q.       And so you hired an attorney on or  
8 around the 11th of March and paid that attorney  
9 \$75,000?

10          A.       Correct.

11          Q.       But you don't recall who it was?

12          A.       I don't recall who it was.  It was an  
13 attorney who said that that attorney could help.

14          Q.       Who was the attorney intending to or  
15 actually representing?

16          A.       I don't recall who the -- who the  
17 attorney was.  I know that there was a -- a name  
18 Borja.  I mean, I reviewed these transfers, but it  
19 has been a while since I reviewed them, and so I  
20 don't remember exact names.

21          Q.       Do you have or did you provide on the  
22 CD that we got any of the wire transfer information  
23 that relates to any of the wire transfers that are  
24 on page 4 of this bank statement?

25          A.       You would have to ask my counsel if

1       **that is on there. I don't believe it's on there.**

2                   MR. KIRSCHER: No, it's not.

3                   THE WITNESS: It's not.

4       BY MR. SUPALLA:

5           Q.       Did the attorney that was paid that  
6       \$75,000 represent IPC?

7           A.       **That attorney was representing, I  
8       believe, Tri-Med Corp., and possible other  
9       entities, but Tri-Med Corp.**

10          Q.       Other entities, by chance Tri-Med  
11       Management Associates?

12          A.       **Correct.**

13          Q.       What about individuals Jeremy  
14       Anderson?

15          A.       **I don't know.**

16          Q.       I'm going to run through the other  
17       ones quickly. I suspect -- but it's tedious, I get  
18       it. Anthony Nicholas III?

19          A.       **I don't know.**

20          Q.       Anthony Nicholas Junior?

21          A.       **I don't know.**

22          Q.       Give me one second, I've got the list  
23       somewhere. Eric Ager? Is it Ager, do you know?

24          A.       **Ager, I don't know.**

25          Q.       Irwin Ager?

1           **A.       I don't know.**

2           Q.       Or Teresa Simmons?

3           **A.       I don't know.**

4           Q.       Other than what's reflected in your  
5 bank statement here and what may exist on a wire  
6 transfer confirmation, some document of that form,  
7 are there any other documents that relate to the  
8 transfer of \$75,000 to that attorney on March 11th  
9 that you're aware of?

10          **A.       I'm not aware of any other.**

11          Q.       And how did you go about making that  
12 wire transfer from your savings account?

13          **A.       I went to Wings account and made the**  
14 **transfer.**

15          Q.       So you physically walked to the  
16 bank --

17          **A.       I did.**

18          Q.       -- and told the teller, transfer this  
19 to this account?

20          **A.       Correct.**

21          Q.       Would you look at the next entry with  
22 a date on it, it is March 13th?

23          **A.       Okay.**

24          Q.       It says deposit?

25          **A.       Correct.**

1 Q. And, then, the amount is how much?

2 A. **Seventy-five thousand.**

3 Q. Where did that \$75,000 come from?

4 A. **I know that -- I believe that that**  
5 **came back, that that attorney wouldn't handle the**  
6 **case.**

7 Q. I'm going to hand you -- I'm actually  
8 going to mark something here --

9 A. **Okay.**

10 Q. -- and hand it to you.

11 MR. SUPALLA: Would you mark that as,  
12 I think we're at 6, please?

13 THE COURT REPORTER: Yes.

14 (Whereupon, Rule 2004 Examination  
15 [REDACTED] was marked for identification, and a  
16 copy is attached and hereby made a part of this  
17 transcript.)

18 BY MR. SUPALLA:

19 Q. So I'm going to hand you what we've  
20 marked as [REDACTED].

21 A. **Okay.**

22 Q. And before we dive into it, I've  
23 marked -- there are a number of lettered tabs on

24 [REDACTED] that go A through Z --

25 A. **Okay.**

1 Q. -- that I've marked. And would you  
2 please -- on the first page, it's the last -- it  
3 looks like it appears to be copies of checks, would  
4 you agree?

5 A. Yes.

6 Q. Would you please look at the tab  
7 marked F? Do you see the tab marked F?

8 A. I do.

9 Q. What is at the tab marked F?

10 A. A check written to me in the amount of  
11 75,000.

12 Q. Who is the check from?

13 A. Interventional Pain Center.

14 Q. Do you recognize the signature on the  
15 signature line of the check?

16 A. I do.

17 Q. Whose signature is that?

18 A. Dr. Mai.

19 Q. And who wrote the check to you for  
20 \$75,000?

21 A. Dr. Mai.

22 Q. Is that his handwriting? It says Chad  
23 Hill, and that's Dr. Mai's handwriting?

24 A. It looks like his handwriting.

25 Q. So Dr. Mai wrote out a check to you

1 for \$75,000, and what's the date on that check?

2 **A. 3/13.**

3 Q. Of what year?

4 **A. Of 2014.**

5 Q. And, then, do you see with the memo  
6 line of the check?

7 **A. Yes.**

8 Q. Can you read what that says?

9 **A. I can't make out what that says.**

10 Q. Do you think it says loan?

11 **A. It could, yes, it could.**

12 Q. And, then, if you would look at the  
13 reverse side of the check?

14 **A. Yes.**

15 Q. Do you see where the place is for  
16 signatures?

17 **A. Correct.**

18 Q. Is that your signature on there?

19 **A. It is.**

20 Q. Now, we're going to jump back to the  
21 bank account statement that we were looking at.

22 **A. Uh-huh.**

23 Q. But you can keep those checks right  
24 there --

25 **A. Uh-huh.**

1 Q. -- and we'll go back to those.

2 So the entry on the 13th of March  
3 where it says deposit?

4 A. Uh-huh.

5 Q. Does this refresh your recollection  
6 about where the \$75,000 --

7 A. Yes.

8 Q. -- came from?

9 A. It does.

10 Q. So it came from IPC's checking  
11 account?

12 A. It did.

13 Q. It did not come back from the attorney  
14 in Florida?

15 A. No, it did not.

16 Q. Do you know if that \$75,000 is part of  
17 the \$300,000 that was in IPC's checking account  
18 from the early March transfer for accounts  
19 receivable?

20 A. I don't know the answer to that since  
21 I was not on Interventional Pain Center's checking  
22 account.

23 Q. Do you have any reason to believe that  
24 the \$75,000 is not a part of that \$300,000?

25 A. I don't have any reason to not believe

1     **that.**

2             Q.        Would you please look -- so there's --  
3     if you would go to -- oh, actually, before we move  
4     on.

5             **A.        Uh-huh.**

6             Q.        That \$75,000?

7             **A.        Uh-huh.**

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.**

15            Q.        And all of these people being who?

16            **A.        Being the doctors, myself.**

17            Q.        Which doctors?

18            **A.        Myself, Dr. Kazi, Dr. Ketroser, and**  
19     **the management, Jeremy Anderson.**

20            Q.        And, then, if you take a look back at  
21     the check that we were just looking at, the one  
22     that's marked at letter F?

23            **A.        Okay.**

24            Q.        My eyes seem to think that it was a  
25     loan, that it says loan there. Was there ever any

1 discussion between the doctors and Jeremy when you  
2 were talking about this that this was going to be a  
3 loan?

4 **A. I don't recall that. So I don't know**  
5 **why the word loan was put on there.**

6 Q. But you didn't write the word?

7 **A. No.**

8 Q. If it is the word loan, you didn't  
9 write it on there?

10 **A. I didn't.**

11 Q. And you think that Dr. Mai wrote it on  
12 there?

13 **A. I believe so.**

14 Q. All right. Getting back to the bank  
15 statements.

16 **A. Uh-huh.**

17 Q. Sorry to jump around. March 18th  
18 there is -- I want to talk about some of these wire  
19 transfers that are on here.

20 **A. Okay.**

21 Q. March 18th, it says withdrawal of  
22 \$100, and there's something else, wire transfer to  
23 Chase Bank?

24 **A. Correct.**

25 Q. \$7,215.15?

1           **A.**       **Okay.**

2           Q.       Why was that \$7,000 and some change  
3 transferred to Chase Bank?

4           **A.**       **That one sounds like a payroll. That**  
5 **one -- I recall -- I recall wiring some money to**  
6 **attorneys, and I also remember and recall there was**  
7 **one that was sent to a payroll, Paychex, and I**  
8 **believe that is the one.**

9           Q.       So whose Chase bank account was it?

10          **A.**       **The -- Paychex is what I understand.**

11                   MR. KIRSCHER: The company Paychex,  
12 with an "X" at the end?

13                   THE WITNESS: Yeah, yes.

14 BY MR. SUPALLA:

15          Q.       And do you have a Chase bank account?

16          **A.**       **No.**

17          Q.       Do you have a Chase credit card?

18          **A.**       **No. Oh, I -- it has been so long with**  
19 **my bankruptcy since I used a credit card, I don't**  
20 **recall if I did.**

21          Q.       Let me look here --

22                   MR. KIRSCHER: Can we take a  
23 five-minute break so I can use the restroom and ask  
24 for more water, while you're looking at the  
25 petition?

1 MR. SUPALLA: Yes. So what page is  
2 that? Nineteen, it's 19. I'm going to hand you --  
3 I'll finish this, and then we can take a break.

4 MR. KIRSCHER: Okay.

5 MR. SUPALLA: I don't want to --

6 THE WITNESS: Yeah. I was going to --

7 MR. SUPALLA: -- lose my train of  
8 thought on this.

9 THE WITNESS: -- ask if we could.

10 MR. SUPALLA: If you would please mark  
11 this for me as -- are we up to?

12 THE COURT REPORTER: Seven.

13 MR. SUPALLA: Seven. I'm so bad at  
14 this numbering thing.

15 (Whereupon, Rule 2004 Examination  
16 [REDACTED] was marked for identification, and a  
17 copy is attached and hereby made a part of this  
18 transcript.)

19 MR. KIRSCHER: Do you expect to use  
20 the other tabs?

21 MR. SUPALLA: Yes, I do.

22 BY MR. SUPALLA:

23 Q. I'm handing you what we've marked as  
24 [REDACTED]. Do you recognize [REDACTED]?

25 A. I do.

1       **that was stuck in Tri-Med Management's account.**

2           Q.       Was IPC's account ever -- checking or  
3 savings account, to your knowledge, ever frozen?

4           A.       **No. I -- to the best of my knowledge,**  
5 **no, but I wasn't on that Voyager account.**

6           Q.       And to be clear, I'm talking about the  
7 March time period.

8           A.       **Okay.**

9           Q.       Did you ever overhear anyone  
10 discussing that IPC's accounts had, in fact, been  
11 frozen?

12          A.       **No.**

13          Q.       So the SunTrust Bank wire, do you have  
14 a SunTrust bank account?

15          A.       **No.**

16          Q.       So that \$10,000 didn't go to an  
17 account that you have?

18          A.       **No.**

19          Q.       And you said you don't recall who it  
20 went to?

21          A.       **I don't have that information in front**  
22 **of me. An attorney.**

23          Q.       It went to an attorney?

24          A.       **An attorney.**

25          Q.       And do you remember the name of the

1 attorney?

2 **A. I don't. I remember wiring to a Borja**  
3 **more than anybody.**

4 Q. Do you know how to spell Borja?

5 **A. B-O-R-J-A.**

6 Q. Is it possible that the \$10,000 was  
7 wired to Mr. Borja?

8 **A. Very possible.**

9 Q. Or that it was equally possible that  
10 it was some other attorney?

11 **A. Yes.**

12 Q. Did you have any other documents  
13 reflecting the wire to SunTrust Bank akin to like  
14 the confirmation that we had looked at as

15 **██████████**?

16 **A. Do I have those? No, not with me, no.**

17 Q. Does your bank have them?

18 **A. I would assume they do, yes.**

19 Q. Can you get copies of them from your  
20 bank?

21 **A. I could.**

22 Q. Would you be willing to get copies of  
23 the wire transfer confirmations for the wire  
24 transfers that are reflected on this and give them  
25 to me?

1 MR. KIRSCHER: I think we should.

2 THE WITNESS: You do? Okay. On  
3 advice of counsel, I will. I will have counsel who  
4 is representing me provide it, however you --

5 MR. SUPALLA: We'll figure out the  
6 mechanics of it.

7 BY MR. SUPALLA:

8 Q. So, next, there's no date by it, so I  
9 assume that it's March 20th, also. There's a  
10 transfer fee and then Regions Bank. Do you see the  
11 Regions Bank one?

12 A. Yes.

13 Q. And the amount was for \$15,000?

14 A. Yes.

15 Q. Do you recall why you sent \$15,000 to  
16 Regions Bank?

17 A. An attorney.

18 Q. What was the name of the attorney?

19 A. I don't recall. I don't have that  
20 information in front of me. All the wires were --  
21 except for the \$7,215.15 I know was a payroll  
22 account. All the other ones were to attorneys.

23 Q. All the other wires were to attorneys?

24 A. All the other wires. We -- we can go  
25 through each one, I don't recall. I remember

1 that -- or I -- William Borja was the most common  
2 one, but they were all sent to attorneys.

3 Q. So the Wells Fargo, the SunTrust Bank,  
4 and to be clear, the Regions Bank looks like -- so  
5 you see where I'm at?

6 A. Uh-huh.

7 Q. The first instance where it says that,  
8 and, then, there's a transfer fee and then it says  
9 RTND domestic wire less fee?

10 A. Returned.

11 Q. Returned from Regions Bank?

12 A. Uh-huh.

13 Q. So it appears to me, and correct me if  
14 I'm wrong that, \$15,000 went to Regions Bank and  
15 then Regions Bank returned it to you, and, then,  
16 the next entry is a wire transfer to Regions Bank  
17 that appears to have stuck?

18 A. Uh-huh.

19 Q. They didn't send it back to you?

20 A. Correct.

21 Q. So it's your testimony that the wire  
22 transfers to Regions Bank were to an attorney?

23 A. Correct.

24 Q. But you don't recall which attorney  
25 that was?

1           **A.**       **I --**

2           **Q.**       Or who that attorney was?

3           **A.**       **I don't.**

4           **Q.**       Do you recall why those funds were  
5 sent to an attorney?

6           **A.**       **Once again, as I've stated, these**  
7 **attorneys were saying that they could help get this**  
8 **freezing of the funding company and our management**  
9 **company that had IPC funds, you know, we can work**  
10 **and represent them and help to get it resolved, and**  
11 **the quicker the better. If I can't -- if IPC can't**  
12 **sell our AR, now we have to see a patient and wait**  
13 **months or, if not, years to get paid. The quicker**  
14 **that we could funds again, we would survive. If we**  
15 **can't fund, we can't survive, IPC would not be able**  
16 **to survive.**

17           **Q.**       And, then, the next entry on the  
18 list -- I'm going to go through these just as they  
19 appear on the document, so we'll have to return to  
20 some of this, I get that.

21           **A.**       **Uh-huh.**

22           **Q.**       March 24th there's a transfer to CK.  
23 What is that?

24           **A.**       **That is checking, my checking account,**  
25 **I believe, yes.**

1 Q. And is that the same entry that we  
2 discussed previously that you had transferred  
3 \$2,500 into your checking account and then withdrew  
4 the cash? The entry would be on March 24th and  
5 25th?

6 A. Yes.

7 Q. That's where you went to the bank and  
8 just got cash out?

9 A. Yes.

10 Q. You don't remember what you did with  
11 the cash?

12 A. I don't.

13 Q. Do you know if it was used for IPC  
14 expenses?

15 A. Yes.

16 Q. Do you recall what IPC expenses it  
17 would have been used for?

18 A. I -- I don't recall exactly.

19 Q. Do you have any --

20 A. We had -- I mean, we had -- we had  
21 marketing people that were paying for booths at  
22 shows, and we were having people, you know,  
23 purchasing things and, you know, submitting stuff.  
24 So I don't recall. I mean, we paid out cash to  
25 people to advertise for us and market and go to

1 **events and get booths at different events.**

2 Q. Would you have paid those people in  
3 cash?

4 **A. Yes. A lot of times they were paid in**  
5 **cash.**

6 Q. Do you have a receipt that reflects  
7 any payments that you would have made with that  
8 \$2,500, receipt or receipts that would reflect any  
9 of the payments that you made to any of those  
10 individuals had they been made from that \$2,500 in  
11 cash that you had?

12 **A. No, I don't.**

13 Q. The next entry on the list is -- and  
14 we're on page 4 again, sorry. Also appears to be  
15 March 24th, and it says withdrawal?

16 **A. Yes.**

17 Q. Do you see where I'm at?

18 **A. Yes, yes.**

19 Q. And it says \$5,000?

20 **A. Yes.**

21 Q. Why did you withdraw \$5,000 from your  
22 savings account?

23 **A. I don't recall.**

24 Q. Do you remember what you did with that  
25 \$5,000?

1           **A.       No, I don't recall.**

2           Q.       Do you remember discussing that \$5,000  
3 withdrawal with anyone?

4           **A.       I don't recall the conversations**  
5 **leading up to that withdrawal, no.**

6           Q.       And, then, go to the next entry,  
7 March 28th?

8           **A.       Yes.**

9           Q.       Another withdrawal, it appears to be  
10 similar as the previous one?

11          **A.       Correct.**

12          Q.       Do you remember why you withdraw  
13 \$5,000 from your savings account there?

14          **A.       I don't recall.**

15          Q.       Do you remember what you used the  
16 money for?

17          **A.       No, I do not.**

18          Q.       Do you know if there's any documents  
19 about what you would have done with that \$5,000?

20          **A.       I don't have any documents on that, no.**

21          Q.       And did you discuss the withdrawal of  
22 that \$5,000 with anyone?

23          **A.       I don't recall who I discussed it --**  
24 **would have discussed it with.**

25          Q.       Next one, wire to Comerica Bank,

1 \$25,000?

2 **A. Correct.**

3 Q. Do you have a Comerica Bank account?

4 **A. No, I do not.**

5 Q. Do you recall whose Comerica Bank  
6 account that is?

7 **A. No, I do not.**

8 Q. Do you know why you -- do you recall  
9 why you withdraw \$25,000 and wired it to that  
10 Comerica Bank account?

11 **A. An attorney.**

12 Q. Do you know the attorney's name?

13 **A. No, I do not.**

14 Q. And is this a different attorney than  
15 the Regions and the SunTrust and the Wells Fargo,  
16 or is it the same attorney for each one of these  
17 things?

18 **A. There were different attorneys.**

19 Q. So is it fair to say there were four  
20 different attorneys or is it two attorneys and each  
21 of them had two accounts or what?

22 **A. I don't remember how many attorneys**  
23 **there were, but I know that there were attorneys**  
24 **involved, yeah, more than one attorney involved,**  
25 **several.**

1 Q. So the wire to Comerica Bank, you said  
2 it is to an attorney, you don't remember who the  
3 attorney is. Did you discuss the wire of \$25,000  
4 to that Comerica Bank account with anyone?

5 A. I remember discussing it with -- I  
6 mean, all these, I remember discussing these wires  
7 with the doctors and Jeremy Anderson.

8 Q. And the substance of the discussion  
9 relating to the Comerica Bank transfer, what was  
10 that?

11 A. I don't recall that discussion or what  
12 the context of that discussion was about. It  
13 would -- all our discussions with attorneys were  
14 to -- to -- for the survival of the clinic, were  
15 about these attorneys could help do this or that or  
16 whatever it takes for the clinic to, as I've  
17 already stated, be able to fund again and to get  
18 our money back from the Tri-Med Management account.

19 Q. So these four wire transfers, so the  
20 ones I'm talking about, the Wells Fargo, the  
21 SunTrust, the Regions, the Comerica Bank ones?

22 A. Uh-huh.

23 Q. The four of them, those four of them,  
24 why did you and the others that you were speaking  
25 with, the other doctors and Jeremy, wire money to

1 four different lawyers during a two-week period,  
2 two-and-a-half week period?

3 **A. Because there were more than attorn --**  
4 **there was more than one attorney involved in**  
5 **representing whether it was the Tri-Med Corporation**  
6 **or Tri-Med Management or whoever was involved,**  
7 **there were more than one attorney involved where**  
8 **these attorneys were going to work together to get**  
9 **the whole thing lifted, was my understanding.**

10 Q. Do you remember specifically which  
11 attorneys were going to represent which entities or  
12 individuals?

13 **A. I -- I do not.**

14 Q. Do you know if there are documents  
15 that would reflect the identities of these  
16 attorneys?

17 **A. The -- on the documents of the wire**  
18 **transfers from the bank would have the names.**

19 Q. And, then, do you know if there are  
20 any documents that identify -- assuming you know  
21 the names of the attorneys -- who the clients are  
22 of those attorneys?

23 **A. I don't have any documents or any**  
24 **knowledge of any of those documents that talk about**  
25 **who represents who.**

1 Q. Did any of the attorneys that these  
2 funds were being wired to represent IPC?

3 A. No. IPC was a nonparty.

4 Q. And, then, the last entry that I  
5 wanted to ask you about on there is at the very  
6 bottom. You see the date of it appears to be  
7 April 7th; is that right?

8 A. Yes.

9 Q. And it says wire from Akerman LLP?

10 A. Yes.

11 Q. And the amount is about \$40,000?

12 A. Yes.

13 Q. Can you tell me about that \$40,000  
14 transfer into your savings account from Akerman?

15 A. I believe that was returned money from  
16 an attorney who was working on the case but wasn't  
17 able to -- wasn't -- wasn't going to be able to  
18 represent or handle the case, and so money was  
19 returned from an attorney who said I'm not going to  
20 represent.

21 Q. The amount, \$40,782.10 --

22 A. Uh-huh.

23 Q. -- that doesn't match up with any of  
24 the wire transfers that you had made.

25 A. No.

1 Q. Do you know why that is, assuming they  
2 were returning the money to you --

3 A. Uh-huh.

4 Q. -- why they didn't return all of it?

5 A. I don't know, I -- I don't. I  
6 remember wondering the same thing when it came in,  
7 and I don't know if -- I don't want to speculate.

8 Q. Do you know, what did you do with  
9 that, that \$40,000 that was transferred into your  
10 savings account from Akerman, what happened to it?

11 A. That went -- that went to -- either  
12 wires to other attorneys or if I -- I don't recall  
13 the dates, and so if there were more wires, the  
14 wires to attorneys, and then I recall putting money  
15 back once it looks like -- I don't recall if that  
16 was April or May, when it looked like our -- when  
17 IPC's Voyager account was not going to be frozen,  
18 then I wrote checks back to Voyager Bank account  
19 and put the money back.

20 Q. Back into IPC's account?

21 A. In IPC's account, yeah.

22 Q. Are any of these accounts, the Wells  
23 Fargo account, the SunTrust Bank, the Regions Bank  
24 or the Comerica Bank accounts, is it possible that  
25 any of them belong to your wife?

1           **A.       No.**

2           Q.       Do any of those, the Wells Fargo,  
3 SunTrust, Regions or Comerica Bank, are those  
4 Tri-Med Management accounts?

5           **A.       I don't know the answer to that. I --**  
6 **I'm under the understanding that those are attorney**  
7 **accounts and attorneys that were going to do**  
8 **attorney stuff to help represent any -- anybody**  
9 **associated with Tri-Med.**

10          Q.       And, then, what's your basis for  
11 understanding that these are attorney accounts?

12          **A.       My understanding was some of them had**  
13 **the name -- well, they -- attorney on their**  
14 **accounts, which to me tells me they're an attorney.**  
15 **Other than that, I guess I don't have any other**  
16 **proof that they were attorneys.**

17          Q.       After the money was transferred out of  
18 your accounts, other than the wire back from  
19 Akerman LLP, did any of that money that had been  
20 transferred out find itself back in your bank  
21 account?

22          **A.       No. That is the only one I recall**  
23 **being transferred back in.**

24          Q.       Do you know what happened with any of  
25 the money that you transferred to these attorneys

1 after the transfer was made?

2 **A. I don't, because I was not a named**  
3 **party or a named defendant, and so I don't know**  
4 **what was done with that money.**

5 Q. Do you know who would know the answer  
6 to that question, what was done with this money?

7 **A. I assume the attorneys know what would**  
8 **be done with that money, and people associated with**  
9 **Tri-Med Corp. or Tri-Med Management, but I don't**  
10 **want to speculate.**

11 Q. Did IPC ever lend money to Tri-Med  
12 Management -- to Tri-Med Corporation, Tri-Med  
13 Management, Tri-Med Associates, or any of the other  
14 named defendants in the Florida action to cover  
15 attorneys' fees?

16 **A. Could you repeat that?**

17 MR. SUPALLA: Could you read my  
18 question back, please?

19 (Whereupon, the reporter read back the  
20 following question: "Did IPC ever lend money  
21 to...Tri-Med Corporation, Tri-Med Management,  
22 Tri-Med Associates, or any of the other named  
23 defendants in the Florida action to cover  
24 attorneys' fees?")

25 THE WITNESS: Did they lend? I --

1 they -- if I understand your question did they lend  
2 money, meaning it's a loan and going to get it  
3 back, it wasn't a -- it wasn't a loan be -- no, the  
4 answer is no, if that's what you mean, was it a  
5 loan given, no.

6 BY MR. SUPALLA:

7 Q. So the \$300,000 comes into IPC,  
8 \$175,000 of it comes into your savings account,  
9 right?

10 A. Yes.

11 Q. And, then, we've talked about these  
12 four transfers out to the attorneys?

13 A. Uh-huh.

14 Q. IPC's money out to pay these  
15 attorneys?

16 A. Correct.

17 Q. And these attorneys don't represent  
18 IPC; is that right?

19 A. Correct.

20 Q. Did the individuals for whom those  
21 transfers were made pay IPC the attorneys' fees  
22 back?

23 A. No, to the best of my knowledge, no,  
24 they have not.

25 Q. And that's true to this day?

1           **A.       To this day, to the best of my**  
2 **knowledge, no.**

3           Q.       So just assuming that the \$75,000  
4 Wells Fargo transfer was paid to an attorney and  
5 the attorney represents Tri-Med Corporation,  
6 Tri-Med Corporation hasn't paid \$75,000 back to  
7 reimburse IPC for that payment?

8           **A.       No.**

9           Q.       So of that \$300,000, \$175,000 goes to  
10 you, that leaves \$125,000 left from that \$300,000  
11 payment?

12          **A.       Yes.**

13          Q.       Do you know what happened to that  
14 \$125,000?

15          **A.       No. As I've stated before, I don't**  
16 **know. I wasn't on that Interventional Pain Center**  
17 **account.**

18          Q.       At the time that transfer was made in,  
19 you were one of IPC's owners; is that correct?

20          **A.       Owners, correct, yes.**

21          Q.       And as an owner of IPC, did you have  
22 the right to look at IPC's financial records?

23          **A.       Yes.**

24                   MR. KIRSCHER: Just for the record,  
25 could we use the actual correct legal term,

1 shareholder?

2 THE WITNESS: Okay.

3 MR. SUPALLA: Shareholder, that's  
4 fine.

5 BY MR. SUPALLA:

6 Q. A shareholder, it was an LLC. So you  
7 were a member?

8 MR. KIRSCHER: A member.

9 BY MR. SUPALLA:

10 Q. A member?

11 A. **Uh-huh.**

12 Q. So as a member of IPC, you had the  
13 right to look at IPC's financial records?

14 A. **Yes.**

15 Q. And that would have included IPC's  
16 bank statements?

17 A. **Yes.**

18 Q. And did you ever go in March of 2014  
19 and look at IPC's bank statements?

20 A. **No, I did not.**

21 Q. Why not?

22 A. I -- I don't know. I -- my best -- I  
23 put my trust in Tri-Med Management to handle those  
24 things so that they would know what's in the  
25 Voyager account versus what's in their account and

1       **that they would know how to handle things.**

2               Q.       Did Tri-Med Management have the  
3       ability to look at IPC's bank accounts?

4               **A.       I don't know the answer to that**  
5       **question.**

6               Q.       Do you know if anyone at Tri-Med  
7       Management, including Jeremy Anderson, actually  
8       looked at IPC's bank accounts?

9               **A.       I don't know if they did, I don't**  
10       **know. I think they could have, but I don't know.**

11              Q.       Do you know if anyone who is also a  
12       member of IPC would know if Jeremy had looked at  
13       IPC's bank accounts or had access to them?

14              **A.       No, I don't know anybody who would**  
15       **know that answer.**

16              Q.       IPC's bank account was at Voyager?

17              **A.       Correct.**

18              Q.       Do you know of any other accounts  
19       other than the Voyager account that IPC had?

20              **A.       The IPC account that I opened up in**  
21       **June of 2014 at Wings Financial.**

22              Q.       Prior to June of '14, do you know if  
23       IPC had any other accounts other than the Voyager  
24       Bank account that we've talked about?

25              **A.       Not that I know of.**

1 Q. What was Dr. Mai doing for IPC after  
2 September of 2013?

3 A. Well, Dr. Mai -- like I said, I wasn't  
4 in on those meetings, but between Dr. Mai or -- or  
5 Tri-Med Management, I don't know what they were --  
6 were doing. But I know Dr. Mai also was still  
7 involved with the Voyager Bank account up until  
8 December of 2014.

9 Q. And what do you mean that he was still  
10 involved with the bank account up until December of  
11 2014?

12 A. I know he had signed checks.

13 Q. Did you ever see Dr. Mai signing the  
14 checks?

15 A. No, I did not.

16 Q. Why would IPC allow someone who had  
17 resigned to continue to be on its Voyager Bank  
18 account?

19 A. I -- I don't have a great answer on  
20 that. I remember asking when I came on if bank  
21 accounts needed to be changed or anything, and  
22 everything stays status quo.

23 Q. Why didn't the access to the Voyager  
24 Bank account change when Dr. Mai resigned?

25 A. I don't know.

1 Q. What change did you request to be  
2 made, if any?

3 A. I had just inquired with Dr. Kazi,  
4 myself and Jeremy Anderson in a meeting that if we  
5 should transfer bank accounts or alter bank  
6 accounts in any way to include me, and they said  
7 we're okay with the way things are, status quo.

8 Q. Did IPC ever try to add anyone to the  
9 Voyager Bank account that you know of?

10 A. I don't -- I'm not aware.

11 Q. Did IPC ever try to have Jeremy  
12 Anderson added as a signatory on the Voyager Bank  
13 account?

14 A. I -- I was not aware of that, if he --  
15 if that's -- I was not aware, no.

16 Q. But to your knowledge, the only person  
17 who was authorized to sign checks for that Voyager  
18 Bank account was Dr. Mai?

19 A. Dr. Mai or Dr. Kazi.

20 Q. Dr. Kazi.

21 (Reporter's Note: Mr. Kirscher offers  
22 water to Mr. Supalla.)

23 MR. KIRSCHER: Dan?

24 MR. SUPALLA: I'm okay, thanks.

25 BY MR. KIRSCHER:

1 Q. At any point before you started  
2 working with Diagnostic --

3 A. Pain Solutions.

4 Q. -- Pain Solutions know that Jeremy and  
5 Dr. Mai knew each other?

6 A. I wasn't aware of any relationship or  
7 conversations that they had or --

8 Q. You don't know when Jeremy Anderson  
9 and Dr. Mai met?

10 A. I don't.

11 Q. Do you know if Dr. Mai and Jeremy are  
12 still in communication with one another?

13 A. I don't know, and I don't know the  
14 last date that they -- I'm trying to think. The  
15 last date I saw him was many months ago. So I  
16 don't know if those guys are in contact via they  
17 meet or talk or phone but --

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.

22 Q. Did you talk to Jeremy about the fact  
23 that you were coming here today for this examination?

24 A. No, I did not.

25 Q. Does Jeremy know that this is

6/5/2015

1 Q. Who are the marketing people? Who do  
2 you mean when you say marketing people?

3 A. Tri-Med Management knows more about  
4 that than I do. I didn't -- I didn't work with  
5 them, except for I knew what they were doing and I  
6 would give them instruction as to, you know, what  
7 we did, the services we provided, but I didn't hire  
8 them or work with them or direct them where to go.

9 Q. The marketing people that you referred  
10 to, who do they work for?

11 A. I believe Tri-Med Management.

12 Q. So --

13 A. Is who -- is who employed them.

14 Q. Employed the marketing people?

15 A. But they're working on behalf of IPC.

16 Q. Right. So IPC would write a check to  
17 you, and you would take the check and get cash and  
18 then give it to the marketing people who work for  
19 Tri-Med Management?

20 A. I would always try and keep some cash  
21 in petty cash. I would give them cash when I know  
22 they're coming in on, you know, a given day, you  
23 know, we need to have a payment by Wednesday for  
24 the event Saturday. And the rest of it I was -- I  
25 gave to Tri-Med Management.

1 Q. The rest of it, the rest of the cash?

2 A. Yes.

3 Q. Why did you give them cash?

4 A. I guess that is how Tri-Med Management  
5 dealt with some of the marketing people, or I  
6 know -- you know, like I say, we had radio stations  
7 and advertisements and people that would get on  
8 there and talk about the clinic, and I know they  
9 were paid cash. So I -- I just -- I saw the  
10 transactions, but I don't know why -- in response  
11 to your question, I don't know why.

12 Q. You saw the transactions, meaning you  
13 saw what?

14 A. I saw the marketing people and I don't  
15 even hardly remember their names, Loos (phonetic)  
16 or somebody.

17 Q. I couldn't --

18 A. Yeah. I don't even know how to say  
19 her name, let alone spell it. She was a Spanish  
20 interpreter, and she did interpreting for us, too.  
21 But I would see her come in on a Wednesday and say  
22 we're setting up for this weekend's event, and we  
23 need a new this or a new that or, you know, order  
24 more brochures, or we need to -- whatever it was,  
25 and we need \$400, we need \$800, we need \$1,000,

1       **whatever it was.**

2               Q.       Did the marketing people ever give you  
3       an invoice indicating the amounts that they were  
4       telling you that needed to be paid?

5               **A.       They didn't give me an invoice.**

6               Q.       Did they give anyone at IPC an  
7       invoice?

8               **A.       At IP, no, not at IPC.**

9               Q.       Did they give anyone at Tri-Med  
10       Management an invoice?

11              **A.       I can't speak for them, but I believe**  
12       **they did. I never saw the receipts and the invoices.**

13              Q.       Tell me the way that you would get the  
14       cash to put it in their hands? Where did the cash  
15       come from?

16              **A.       From the checks.**

17              Q.       So you would cash the checks?

18              **A.       I would cash the checks and keep cash**  
19       **on hand, yes.**

20              Q.       So IPC would write a check to you,  
21       you'd get cash?

22              **A.       Keep it in the safe.**

23              Q.       Keep it in the safe, and then hand it  
24       out when somebody said we need \$400 for marketing,  
25       that's how you would handle those kind of

1 transactions?

2 **A. Correct.**

3 Q. Dr. Mai would write the checks to you?

4 **A. Dr. Mai would have the checks -- the**  
5 **checks were at the clinic. So I never saw him**  
6 **write a check, but they were at the clinic. They**  
7 **were handed to me -- they were either in an**  
8 **envelope on my desk that says get this cashed or**  
9 **they were handed to me by Tri-Med Management, by**  
10 **Mr. Anderson.**

11 Q. Mr. Anderson would hand you an IPC  
12 check written out to you --

13 **A. Correct.**

14 Q. -- so you could get cash?

15 **A. Correct.**

16 Q. You couldn't go to Voyager Bank and  
17 get the cash out yourself; is that right?

18 **A. I could not, because I was not on the**  
19 **account.**

20 Q. So you would go through the steps of  
21 Dr. Mai writing a check, giving it to you. Why  
22 didn't Dr. Mai go to the bank and get the cash  
23 himself?

24 **A. I don't know. I didn't see Doctor --**  
25 **I've testified I didn't see Dr. Mai that much. I**

1 can only assume -- I don't know.

2 Q. The check would be on your desk --

3 A. Yes.

4 Q. -- waiting for you to take care of it?

5 A. Yes, or handed to me.

6 Q. Or handed to you by?

7 A. Tri-Med Management, Mr. Anderson.

8 Q. The person?

9 A. Yep.

10 Q. How often did Dr. Mai come into IPC's  
11 office space after he resigned?

12 A. How many times per month or per week  
13 or --

14 Q. How many times per week, between his  
15 resignation and -- Does he still come into the  
16 clinic?

17 A. I have not seen -- well, I haven't  
18 been to the clinic since -- well, since -- well,  
19 since the other day when I was there, but I haven't  
20 been in there manage -- or managing since the  
21 clinic was shut down in December, end of December.

22 Q. When did you stop seeing Dr. Mai in  
23 the clinic?

24 A. I probably stopped seeing him fall of  
25 2014, somewhere, yeah.

1           **A.       Correct.**

2           Q.       And it's your understanding that  
3 Dr. Mai wrote this check and signed it, and that's  
4 the genesis of it?

5           **A.       Yes.**

6           Q.       Would you look down to the check  
7 marked at tab E? It's also on this page.

8           **A.       Okay.**

9           Q.       It's the third check.

10          **A.       Okay.**

11          Q.       How much is that check for?

12          **A.       \$1,200.**

13          Q.       And what's the date on that check?

14          **A.       Is that 3/17? It looks -- it appears**  
15 **to be 3/17.**

16          Q.       And the check is written to you.  
17 Whose handwriting is that, to the extent that you  
18 know?

19          **A.       To the extent I know, that looks like**  
20 **Jeremy Anderson's handwriting.**

21          Q.       And, then, who is the signature on  
22 there?

23          **A.       It looks -- Dr. Mai is what it looks**  
24 **like.**

25          Q.       And now --

1 Q. So you don't know when Dr. Mai would  
2 have put his signature on those four checks that we  
3 just talked about?

4 A. I don't know.

5 Q. If you would please turn the page to  
6 tab F, do you recognize the check at tab F?

7 A. I see it, yes.

8 Q. And that check is for how much?

9 A. \$75,000.

10 Q. And we talked about that check.  
11 That's the one that you deposited into your savings  
12 account; is that right?

13 A. Correct.

14 Q. And whose handwriting is it, who wrote  
15 Chad Hill, \$75,000, do you know?

16 A. That appears to be Jeremy Anderson's,  
17 but I don't know for certain.

18 Q. And, then, whose signature is on that  
19 check?

20 A. It appears to be Dr. Mai's.

21 Q. So Jeremy would write the check and  
22 Dr. Mai would sign the check?

23 A. Or vice versa.

24 Q. Dr. Mai would write the check and  
25 Jeremy would sign the check?

1           **A.**       **Oh, no, no, excuse me. Or Dr. Mai**  
2       **would sign the check, and then Jeremy would write**  
3       **the checks.**

4           **Q.**       **Or order, I see, I understand what**  
5       **you're saying, so --**

6           **A.**       **Order could be reversed.**

7           **Q.**       **I see, I understand.**

8                        Would you turn to the check at tab G,  
9       it's at the bottom of this page?

10          **A.**       **G.**

11          **Q.**       **Yes.**

12          **A.**       **Okay.**

13          **Q.**       **That's for \$15,000. Do you know what**  
14       **the purpose of this \$15,000 check written to you**  
15       **was?**

16          **A.**       **Or is it 1500?**

17          **Q.**       **Fifteen hundred, sorry. Again, I'm**  
18       **not a math guy. \$1500 on tab G?**

19                       MR. KIRSCHER: That's pretty basic  
20       math, Mr. Supalla.

21                       MR. SUPALLA: I know.

22                       THE WITNESS: I don't recall, and I  
23       don't see anything in the memo line that would help  
24       me to indicate what that was for.

25       BY MR. SUPALLA:

1 Q. Who is Holly Kwon?

2 A. That is an associate, a friend, a  
3 fiancée, I don't know what they're called, could be  
4 a wife, of Jeremy Anderson.

5 Q. And why did IPC give Ms. Kwon a check  
6 for \$15,000?

7 A. I do not know.

8 Q. If you look at the endorsement, do you  
9 recognize that account number there?

10 A. I'm reading [REDACTED]

11 Q. Yes.

12 A. I've never seen that number before.

13 Q. If you would turn back to the actual  
14 check again?

15 A. Okay.

16 Q. Page back, get the right orientation,  
17 Holly Kwon, \$15,000, can you identify whose  
18 handwriting that is?

19 A. It appears to be Jeremy Anderson's or  
20 possibly Dr. Mai.

21 Q. And, then, if you look at the  
22 signature, whose signature is that?

23 A. It appears to be Dr. Mai's.

24 Q. And you don't know why IPC was paying  
25 Ms. Kwon \$15,000?



1           **A.**       **Example, I'm not saying on this date,**  
2           **but an example. On the \$700, somebody might be**  
3           **coming in that needed \$200, he might have another**  
4           **expense or there might be a bill or something that**  
5           **he was going to go pay, and so he would say \$100**  
6           **to -- three hundred -- \$200 here, \$300 here, and he**  
7           **would take care of the other stuff, whatever he**  
8           **needed.**

9           **Q.**       **Did you ever give Jeremy Anderson any**  
10          **of the cash directly?**

11          **A.**       **Yes, I did.**

12          **Q.**       **Did he ever give you a receipt for the**  
13          **cash that you had given him?**

14          **A.**       **No, he did not.**

15          **Q.**       **Did he ever give you an invoice or any**  
16          **other sort of record that would indicate that you**  
17          **had given him a certain amount of cash?**

18          **A.**       **No, he did not.**

19          **Q.**       **The next line below that, a check for**  
20          **\$900, do you recall what the purpose was of that**  
21          **\$900 check?**

22          **A.**       **No, I do not.**

23          **Q.**       **You don't --**

24          **A.**       **Business expenses.**

25          **Q.**       **Flip the page, please. There's two**

1           **A.       No, I did not.**

2           Q.       Did you ever see Dr. Mai sign his name  
3 onto any of the checks that you received from the  
4 Voyager Bank account?

5           **A.       No, I did not.**

6           Q.       Did you ever see Jeremy Anderson  
7 writing Dr. Mai's signature on the checks?

8           **A.       No, I did not.**

9           Q.       Did you ever write Dr. Mai's signature  
10 on the checks?

11          **A.       No, I did not.**

12          Q.       Did anyone inform Voyager Bank at IPC  
13 that Dr. Mai had resigned?

14          **A.       I don't know if anybody -- I don't  
15 know if Dr. Kazi or anybody did, I can't speak for  
16 them.**

17          Q.       Did you tell the Voyager Bank that  
18 Dr. Mai had resigned?

19          **A.       I did not.**

20          Q.       When did Dr. Mai stop writing checks  
21 on the Voyager Bank account, to the extent that you  
22 know?

23          **A.       In December 2014.**

24          Q.       Didn't it seem odd to you as a member  
25 of IPC that one of its former members, who was no

1 longer associated with it, was writing and signing  
2 checks on behalf of the company?

3 **A. Yeah, I could see how, yeah, that was**  
4 **odd.**

5 Q. Did you ever raise that issue with  
6 anybody?

7 **A. I brought that up with Dr. Kazi and**  
8 **with Tri-Med Management one time, and that's where**  
9 **they said, nope, just status quo, it's fine, we**  
10 **don't need to change anything. I said okay.**

11 Q. Meaning they didn't want to change?

12 **A. They needed to change ownership on an**  
13 **account or anybody else on an account or open a**  
14 **different account at that time, automatic things**  
15 **were set up and everything was fine.**

16 Q. Do you recall what, if anything, after  
17 you raised that issue with Dr. Kazi -- and who at  
18 Tri-Med Management did you --

19 **A. Jeremy Anderson.**

20 Q. -- raise that issue with?

21 **A. Jeremy Anderson.**

22 Q. After you raised that issue with  
23 Jeremy Anderson and Dr. Kazi, do you recall what  
24 they said? I know you testified that they said  
25 status quo?

1           **A.       Yeah, that's what -- yeah, that's my**  
2 **testimony. I don't recall any other --**

3           Q.       You don't recall what they said --

4           **A.       No.**

5           Q.       -- in response to that?

6           **A.       Except for everything is good, why**  
7 **change.**

8           Q.       So to sort of summarize, Jeremy or  
9 Dr. Mai would prepare a check, Dr. Mai would sign  
10 the check, written to you, you would take the check  
11 down to Voyager Bank, get the cash --

12          **A.       Uh-huh.**

13          Q.       -- bring the cash back up --

14          **A.       Uh-huh, correct.**

15          Q.       -- and, then, use the cash to pay  
16 business expenses without getting receipts from  
17 anybody, is that a fair characterization of what we  
18 talked about with these checks?

19          **A.       That is fair. That was petty cash**  
20 **that wasn't well documented.**

21          Q.       And why would you not document the  
22 expenses that you were paying with that money?

23          **A.       I trusted Tri-Med Management is going**  
24 **to keep track of that stuff.**

25          Q.       Did you ever ask Tri-Med Management to

1           **A.**       **These are wire transfers out of --**  
2       **domestic wire transfers out of my personal Wings**  
3       **account.**

4           **Q.**       And are these the transfers that we  
5       had discussed earlier in the morning that were made  
6       in March of 2014, after approximately \$175,000 had  
7       been wired into your account?

8           **A.**       **Yes, March to April 2014, correct.**

9           **Q.**       The first page, so the first page of  
10       ██████████, that's the \$75,000 transfer; is that  
11       right?

12          **A.**       **Correct.**

13          **Q.**       And we were trying to figure out who  
14       it went to, and it looks like it went to Akerman,  
15       LLP?

16          **A.**       **Correct.**

17          **Q.**       And, then, in the Special Instructions,  
18       what does that say?

19          **A.**       **It says, client matter, Jeremy**  
20       **Anderson.**

21          **Q.**       So that indicates to you that this  
22       \$175,000 was paid to Akerman, LLP, the law firm, on  
23       behalf of Jeremy Anderson?

24          **A.**       **Correct.**

25          **Q.**       Did you have any involvement in

1 selecting Akerman, LLP as an attorney who was going  
2 to be represent Mr. Anderson?

3 **A. No, I did not.**

4 Q. And who directed you, if anyone, to  
5 send Akerman that \$75,000?

6 **A. That was the discussion that we had**  
7 **between the doctors, myself, and Mr. Anderson, who**  
8 **said we should send the money to try and get things**  
9 **lifted so we could get our money -- our payroll**  
10 **money and start funding again; and so the**  
11 **instructions for the client matter came from the**  
12 **next page, that says wire the money to this law**  
13 **firm, client matter Jeremy Anderson.**

14 Q. One second, I lost my notes on this  
15 one.

16 Did you ever see an engagement  
17 agreement between Jeremy Anderson and Akerman, LLP?

18 **A. No, I did not.**

19 Q. Were you involved in deciding which  
20 lawyers to hire?

21 **A. No, I was not.**

22 Q. Who decided which lawyers would be  
23 hired?

24 **A. Mr. Anderson, and -- and whoever else**  
25 **he had with Tri-Med Management.**

1 Q. If you would flip to the third page,  
2 please?

3 A. Yes.

4 Q. So is this the wire transfer that we  
5 discussed that was made to Chase for payroll?

6 A. Correct.

7 Q. And it says in the Special  
8 Instructions Tri-Med Management, Inc. Do you know  
9 why it says Tri-Med Management, Inc. there?

10 A. Tri-Med Management would have been who  
11 had the account, the payroll account set up with,  
12 and once the money was frozen from their account,  
13 the money needed to get out to the payroll place,  
14 so that's why I wired it. But, yeah, this is in  
15 regards to our payroll.

16 Q. If you would go to the fourth page,  
17 please, it says attention, Ekta?

18 A. Ekta, yeah.

19 Q. That's Ekta Desai?

20 A. Yep, correct.

21 Q. And it looks like Chase Advantage  
22 payroll account.

23 Page 5, please. So page 5 is the  
24 \$15,000 transfer to Regions Bank that we had talked  
25 about?

1           **A.       Correct.**

2           Q.       And it appears that that one was sent  
3 to Mr. Borja?

4           **A.       Correct.**

5           Q.       And in the Special Instructions, it  
6 says try Tri-Med Corporation. Do you see that?

7           **A.       Correct.**

8           Q.       Do you know why it says Tri-Med  
9 Corporation in the Special Instructions there?

10          **A.       That Mr. Borja would help Tri-Med  
11 Corporation get the injunction lifted.**

12          Q.       Were you involved in the discussions  
13 of deciding how much money to send Mr. Borja?

14          **A.       No, I was not.**

15          Q.       Who was, if you know?

16          **A.       Mr. Borja, and I assume Tri-Med  
17 Corporation people, Mr. Anderson.**

18          Q.       Have you ever seen an engagement  
19 agreement between Mr. Borja and Tri-Med Corporation?

20          **A.       No, I have not.**

21          Q.       If you'll flip to page 6 of these -- I  
22 think there are 12 pages, this is the SunTrust Bank  
23 transfer that we had talked about?

24          **A.       Yes.**

25          Q.       For \$10,000?

1           **A.       Yes.**

2           Q.       If you look at the beneficiary  
3 information, it says Lux Investor Services,  
4 Incorporated?

5           **A.       Correct.**

6           Q.       Do you know what Lux Investor  
7 Services, Incorporated is?

8           **A.       No, I do not.**

9           Q.       Did you ever ask anybody what Lux  
10 Investor Services was?

11          **A.       I did, and I was told that that was**  
12 **the account for an attorney.**

13          Q.       Did anyone ever tell you what the name  
14 of the attorney was associated with Lux Investor  
15 Services?

16          **A.       No, I don't recall.**

17          Q.       And have you come to find out who that  
18 attorney is?

19          **A.       No, I have not.**

20          Q.       Then, have you seen any engagement  
21 agreements or any documents exchanged between Lux  
22 Investor Services, Inc. and Tri-Med Corporation?

23          **A.       No, I have not.**

24          Q.       Would you flip to page 8, please?  
25 It's the Comerica Bank wire.

1           **A.**       **Okay.**

2           **Q.**       So this is the \$25,000 wire that went  
3 to Comerica Bank that we talked about previously.  
4 In the Beneficiary Information section, do you see  
5 that part of the document?

6           **A.**       **I do.**

7           **Q.**       It says Glenn Sikora Rev. Living  
8 Trust?

9           **A.**       **Correct.**

10          **Q.**       Do you know what the Glenn L. Sikora  
11 Rev. Living Trust is?

12          **A.**       **I don't know. I -- I don't -- I do**  
13 **recall on that one that this was for Tri-Med**  
14 **Associates, I believe, because I know there was**  
15 **25,000 for Tri-Med Associates, and that's the only**  
16 **one I can think of that's 25,000.**

17          **Q.**       Did anyone tell you at any point in  
18 time what the Glenn Sikora Living Trust was?

19          **A.**       **No, just that that was the money -- or**  
20 **to the attorney or that would -- that would -- that**  
21 **Tri-Med Corporate or Tri-Med Management already had**  
22 **attorneys, but they need Associates, too, and**  
23 **everybody to go together to get it lifted at one**  
24 **time, that this was the attorney for Tri-Med**  
25 **Associates, is what I was instructed.**

1 Q. And who told you that it was the  
2 attorney for Tri-Med Associates?

3 A. Mr. Anderson.

4 Q. Who selected the attorneys for the  
5 various companies that we've talked about, who  
6 selected Mr. Borja for Tri-Med Corporation?

7 A. I'm assuming Mr. Anderson and  
8 somebody, or in his partners, I don't know.

9 Q. Were you involved in the discussion to  
10 hire Mr. Borja?

11 A. No, I was not.

12 Q. Were you involved in the discussion --  
13 the Lux Investor Services one, were you involved in  
14 the discussion about whether that was an attorney  
15 and whether that person would be hired?

16 A. I was told that there was -- it was an  
17 attorney that could, once again, help lift this  
18 injunction, but I was not involved in the decision  
19 making to pick that attorney, no.

20 Q. Who, to your knowledge, was involved  
21 in that?

22 A. To the best of my knowledge,  
23 Mr. Jeremy Anderson and any of his associates or  
24 business people or partners.

25 Q. Would you flip to page 9, please? It

1 appears to be the \$10,000 transfer to Mr. Borja --

2 **A. Correct.**

3 Q. -- at Regions Bank? And what's the  
4 date of this transfer?

5 **A. 4/17/2014.**

6 Q. And so this isn't one of the ones that  
7 we talked about earlier, because it was on your  
8 bank account records; is that right?

9 **A. Correct. And that's what I said, I do  
10 remember Mr. Borja being more than any -- anybody  
11 else.**

12 Q. How many times did you transfer money  
13 to Mr. Borja?

14 **A. I don't have that number in front of  
15 me. Roughly, this and maybe a few other times.**

16 Q. Who instructed you, if anyone, to  
17 transfer the money to Mr. Borja?

18 **A. That was Mr. Anderson and I would talk  
19 about it, and I would -- and -- and after this,  
20 once it was IPC money, I did discuss that with  
21 Dr. Kazi, also. But on these we would discuss in  
22 the office, and we would say, you know, there's  
23 another -- they need to file this or file that or  
24 another hearing or another whatever, they need  
25 another ten grand, should we give another ten**

1 grand? And so -- but this money that was in my  
2 account, yes, I did wire that money down there.

3           Once -- once we got to a certain point  
4 here, after this last one, I said enough is enough  
5 for a while; and, then, on my personal account I  
6 put that -- the money from that 175,000, I put the  
7 rest of it back into IPC account.

8           Q.       Into which IPC account did you put  
9 that --

10          A.       The Voyager Bank --

11          Q.       -- \$175,000?

12          A.       Sorry for interrupting. The Voyager  
13 Bank IPC account.

14          Q.       And when did that occur?

15          A.       April, April, May of 2014, when we  
16 knew that -- when it appeared that the IPC Voyager  
17 Bank account was not going to be frozen as the  
18 Tri-Med Management account was.

19          Q.       And, then, if you would turn to  
20 page 11, please? It's a \$25,000 transfer --

21          A.       Got it.

22          Q.       -- to Mr. Borja.

23          A.       Yes.

24          Q.       Who instructed you to make this  
25 transfer?

1           A.           That was -- I don't recall everybody  
2 involved in that one. I mean, I should say I also  
3 remember talking with Dr. Ketroser a lot, too,  
4 since he was an attorney and medical doctor. I  
5 don't remember who, everybody, but to give -- who  
6 gave me these instructions, yeah, Mr. Anderson; and  
7 I don't remember why 25,000 and what that was -- if  
8 there was something else big coming up or whatever.

9           Q.           Did you ever see an invoice from or a  
10 statement from Mr. Borja?

11                       (Reporter's Note: The witness is  
12 coughing and clearing his throat.)

13           MR. SUPALLA: Go ahead and take a  
14 drink of water, that's fine.

15           THE WITNESS: I don't -- I do not  
16 recall ever seeing an invoice from Mr. Borja.

17 BY MR. SUPALLA:

18           Q.           And IPC never signed any engagement  
19 agreements with any of these lawyers that were  
20 being hired, did it?

21           A.           No.

22           Q.           At the time that these transfers were  
23 made, you were aware that the Florida court had  
24 entered an order appointing a receiver over Tri-Med  
25 Corporation and Tri-Med Associates; is that right?

1           **A.           I'm not an attorney, I don't know**  
2 **what -- I remember that -- all I know is they were**  
3 **shut down and -- and that they were not able to**  
4 **operate, and something called an injunction was**  
5 **preventing all this.**

6           **Q.           And have you come to learn that the**  
7 **injunction that you had heard about prior to making**  
8 **these wire transfers out to these attorneys is the**  
9 **order that appointed the receiver and froze their**  
10 **assets down in the Florida court?**

11           **A.           Could you repeat that?**

12           **Q.           So you've come to learn, though,**  
13 **after -- you knew there was an junction?**

14           **A.           I knew there was injunction.**

15           **Q.           You've come to learn that that**  
16 **injunction that you knew of was the order that the**  
17 **Florida court had entered freezing all of the**  
18 **Tri-Med companies' assets?**

19           **A.           Correct, and that's why it was frozen**  
20 **and that's why we couldn't do business and fund and**  
21 **why Tri-Med Management actually had our payroll**  
22 **money frozen, yes.**

23           **Q.           And that's why they had to transfer**  
24 **funds into IPC and then into your savings account**  
25 **so they could pay their lawyers; is that right?**

1           A.       No, that's incorrect. The reason that  
2 money was -- a lot of it still stayed in Voyager.  
3 The reason it went into mine was in case they  
4 decide to close one, we still have money elsewhere.  
5 If we keep all of it into one and they thought or  
6 the Florida courts or Florida what is it --

7           Q.       Courts, that's fine.

8           A.       Florida is going to freeze Tri-Med  
9 Management and, we think, IPC, falsely accuse us  
10 and freeze ours, that's what I said, then we're  
11 closed on Monday; and so the fear running through  
12 the office was if they freeze that we're done,  
13 let's move some money, and that's why we started  
14 with this hundred thousand, and then I used that  
15 roughly what, a day or so after, when Tri-Med  
16 Management was saying -- or Mr. Anderson was  
17 saying, look, we need to get an attorney down  
18 there -- or he needs to get an attorney, not we, I  
19 don't want to -- I wasn't part of his, he needs to  
20 get an attorney to get this temporary injunction  
21 lifted so that we could fund again and get the  
22 money unfrozen. So to spend some money to get the  
23 money back and to have a funding company, yes, that  
24 was a decision that we made, said yes, let's try  
25 and help get this lifted.

1 Q. And so had the Receiver and the  
2 injunction in the Florida court reached IPC, it  
3 would have frozen IPC's bank accounts as well?

4 A. If they did, we wouldn't -- we  
5 wouldn't have been open from March to December 2014.

6 Q. So in order to avoid that problem, the  
7 money was moved from IPC's account to your personal  
8 savings account?

9 A. Part of it, part of it was just in  
10 case they did freeze that. If they -- if they did  
11 decide to freeze that, then, hopefully, they  
12 wouldn't freeze mine, and we would have another  
13 month to try and reorganize and figure out how to  
14 operate as a business; and then once it looked like  
15 that wasn't going to be frozen, I put the money --  
16 the rest of that money back in.

17 Q. Have Tri-Med Corporation or Tri-Med  
18 Associates or Mr. Anderson or anyone else who has  
19 hired an attorney through this process that we  
20 talked about, paid those funds back to IPC?

21 A. Not that I'm aware of.

22 Q. Are there any documents or agreements  
23 that exist where those individuals or those  
24 entities promised to put that money back into IPC  
25 at some point in time in the future?

1     **some other attorney.**

2             Q.       And it stays Re: Chad M hill on there?

3             **A.       Correct.**

4             Q.       Is that right?

5             **A.       Correct.**

6             Q.       What account --

7             **A.       To the best of --**

8             Q.       -- was this \$1,500 cashier's check  
9 drawn on?

10            **A.       I believe the IPC Wings account. I**  
11 **don't have that information in front of me, because**  
12 **when you asked me a moment ago, my testimony that I**  
13 **gave personal money, no. But did we continue with**  
14 **IPC money? Yes, because if -- as soon as that gets**  
15 **lifted and we can fund again, we will survive as a**  
16 **clinic. When nothing was lifted and all these**  
17 **attorneys kept fighting it and fighting and can't**  
18 **get it lifted.**

19            Q.       So this \$1,500 was paid to  
20 Mr. Morfesis as -- was a payment made on behalf of  
21 Jeremy Anderson?

22            **A.       It was, well, for the benefit of**  
23 **Jeremy Anderson for Tri-Med Corporation to get the**  
24 **injunction lifted so we could fund again.**

25            Q.       And you believe that came from IPC's

1 Wings Financial account?

2 **A. I believe it did.**

3 Q. And your name is on there, it says  
4 your name on there?

5 **A. Correct.**

6 Q. Why does it say your name on there and  
7 not IPC's name on there?

8 **A. I remember asking that at the bank,  
9 too, and I believe they said they had to have a  
10 personal name on there.**

11 Q. Would you --

12 **A. I don't --**

13 Q. Sorry. What did you do with this  
14 check after you got it from the bank?

15 **A. It was mailed.**

16 Q. And who mailed it?

17 **A. I popped it in the mail.**

18 Q. Flip the page, please?

19 **A. Uh-huh.**

20 Q. Here we have another check. Do you  
21 recognize this check?

22 **A. Yes, I do.**

23 Q. What is it?

24 **A. A thousand dollars to Gerasimos Alex  
25 Morfesis.**

1 Q. And what account was this check drawn  
2 on?

3 A. I believe the Interventional Pain  
4 Center account.

5 Q. And what did you do with the check  
6 after the bank gave it to you?

7 A. I popped that in the mail to  
8 Mr. Morfesis, Morfe -- Morfesis.

9 Q. Morfesis, I think.

10 A. Morfesis.

11 Q. That's how I say it, that's fine.

12 Why was IPC paying money from its own  
13 account to Jeremy Anderson or Tri-Med's lawyers?

14 A. If Tri-Med Corporation -- it depends  
15 on which Tri-Med you're talking about, but if  
16 you're talking Tri-Med Corporation, our source of  
17 funding, if we can't get that lifted, we can't fund  
18 some of these cases, it changed -- it changed the  
19 type of patients we were able to see when our  
20 funding source got -- you know, got -- got cut off.  
21 And so all along, when Mr. Anderson would say to  
22 us, as doctors, look, here's the status, they just  
23 need another \$1,000 for another hearing for  
24 another -- or \$2,000 for another hearing and,  
25 hopefully, a judge will get them to reverse the

1 order and the money is still there, we can fund  
2 again, yes, we decided it's worth it to spend  
3 \$1,000 to be able to start funding hundreds of  
4 thousands of dollars.

5 Q. So who made the decision on behalf of  
6 IPC that, yes, we're going to send money to Jeremy  
7 and Tri-Med Corporation's lawyers?

8 A. That is a decision I talked to with --  
9 I kept Dr. Kazi in the loop when he was in, but the  
10 other doctor that was there was Dr. Ketroser, and I  
11 know Dr. Ketroser and Jeremy met more than -- more  
12 than I met with either one of them; and so since I  
13 was on that account, yes, it's worth it to spend a  
14 thousand dollars, when -- when I let those guys  
15 know what's going on, we said, yeah, for a thousand  
16 dollars, let's do it.

17 Q. Was Jeremy Anderson involved in the  
18 decision-making process at IPC to send the money?

19 A. Yes, you could say he was involved in  
20 the process.

21 Q. And who made the ask of IPC to send  
22 the money down there to the lawyers?

23 A. Could you -- I don't think I understand  
24 your question.

25 Q. Who asked IPC to send these funds down

1 to the lawyers, was it Jeremy Anderson?

2 **A. Jeremy would say, yes, could we send**  
3 **another thousand dollars, look, send a thousand**  
4 **dollars in this hearing, it might get lifted and we**  
5 **could fund again, correct.**

6 Q. You can flip the page to the next  
7 page, the same question for this check. Was this  
8 check drawn on IPC's account?

9 **A. Yes, I believe all these were on IPC**  
10 **account. I don't know why my name was on the first**  
11 **one.**

12 Q. Take a flip through the last three  
13 pages and just look at those checks, then.

14 **A. Okay.**

15 Q. Okay?

16 **A. I do recognize that.**

17 Q. The third page says IPC, the fourth  
18 page says Chad M. Hill, the fifth page says Chad M.  
19 Hill. As far as you know, all these accounts were  
20 drawn on IPC Wings account and not your own  
21 personal account?

22 **A. Correct, that's my -- that's my**  
23 **knowledge.**

24 Q. And you were the person who went down  
25 to the bank physically and requested the checks and

1 got them from the teller?

2 **A. I did, at the Wings Financial branch**  
3 **in Minnetonka.**

4 Q. And is it also your testimony that  
5 you dropped these last three checks in the mail to  
6 Mr. Morfesis as well?

7 **A. I did.**

8 Q. Did you ever give any of these five  
9 checks to Mr. Anderson to transmit to his lawyers  
10 down in Florida?

11 **A. No, I did not.**

12 Q. So you did it yourself?

13 **A. I did.**

14 MR. SUPALLA: Would you mark this for  
15 me, please?

16 (Whereupon, Rule 2004 Examination  
17 [REDACTED] was marked for identification, and a  
18 copy is attached and hereby made a part of this  
19 transcript.)

20 BY MR. SUPALLA:

21 Q. I'm going to hand you what the court  
22 reporter has marked as [REDACTED]. We'll go page  
23 by page through this thing. [REDACTED], do you  
24 recognize the first page?

25 **A. I do, FedPayments ManagerSM for Funds,**

1     **yes.**

2             Q.       What does the first page of [REDACTED]  
3     represent, what is it?

4             A.       **It looks like it talks about senders,**  
5     **banking information and originator.**

6             Q.       Does this show that funds were wired  
7     to someone named A. J. Brent? Do you see --

8             A.       **Oh, correct.**

9             Q.       -- A. J. Brent at the bottom?

10            A.       **Yes.**

11            Q.       Who is A. J. Brent?

12            A.       **A. J. Brent is also with an attorney's**  
13     **office. As far as what I was told, he was -- boy,**  
14     **and as I've testified already, I don't recall -- I**  
15     **never had a list of who these people are and which**  
16     **attorneys they're with or paralegals.**

17            Q.       It's your understanding that he worked  
18     at an attorney's office?

19            A.       **Correct.**

20            Q.       How did you come to form the  
21     understanding that Mr. Brent worked at an attorney's  
22     office?

23            A.       **I -- Mr. Anderson.**

24            Q.       If you would look in the section that  
25     says originator information?

1           **A.       Yes.**

2           Q.       Do you see to the right of that it  
3 says Interventional Pain Center, PLLC?

4           **A.       Yes.**

5           Q.       And, then, above that it says amount  
6 for \$5,000?

7           **A.       Yes.**

8           Q.       So this is showing that IPC wired  
9 Mr. Brent \$5,000?

10          **A.       Yes.**

11          Q.       Why did IPC wire Mr. Brent \$5,000?

12          **A.       In July 2014? Same as the previous**  
13 **ones. I mean, all that -- all that was done for,**  
14 **hopefully, the future of Interventional Pain Center**  
15 **by getting our funding company -- I haven't totaled**  
16 **it up how much it was, but we did spend a lot of**  
17 **money to try and -- try and get the funding company**  
18 **back up and going.**

19          Q.       Who asked that IPC wire Mr. Brent  
20 \$5,000?

21          **A.       Mr. Anderson asked me on that one, if**  
22 **this -- yeah, this is one that I -- I believe this**  
23 **is me. Yes.**

24          Q.       So this would have come from the Wings  
25 Financial account?

1           **A.**       It would have been -- yeah, it looks  
2 like it, Wings Financial business account.

3           **Q.**       Could you please flip to the second  
4 page?

5           **A.**       **Yes.**

6           **Q.**       And it appears to be another wire  
7 transfer page?

8           **A.**       **Yes.**

9           **Q.**       Also from Wings Financial?

10          **A.**       **Yes.**

11          **Q.**       And it looks like the receiver is  
12 BB&T, or the receiver of the funds is BB&T. Do you  
13 know who BB&T is?

14          **A.**       **I don't see BB&T.**

15          **Q.**       Oh, it's sort of like a third of the  
16 way down in the middle of the page, it says Basic  
17 Information, Sender, Wings, Receiver ABA, a number,  
18 BB&T?

19          **A.**       **Oh, okay.**

20          **Q.**       Do you see that?

21          **A.**       **Now I do.**

22          **Q.**       Do you know what that is?

23          **A.**       **I was told that one -- I was never**  
24 **given BB&T. I was told Aqua Robotics is the name.**

25          **Q.**       **Yes.**

1 Q. Did you ever report any of the  
2 payments that you made on behalf of Mr. Anderson or  
3 of Tri-Med Corporation for attorneys' fees as  
4 business expenses or losses on tax reporting forms?

5 A. I don't know. Once again, Tri-Med  
6 Management was, per our agreement, performing -- or  
7 getting the accountant to do the taxes, and I don't  
8 know what they listed it as and I have not seen  
9 that information.

10 Q. Would you flip the page in [REDACTED],  
11 please? It appears we have another wire transfer  
12 here. Do you recognize this transfer?

13 A. Twenty-five thousand from -- from  
14 2013? I don't recall that one.

15 Q. If you look at the originator, it  
16 appears that it's you?

17 A. Uh-huh.

18 Q. And the address is your home address;  
19 is that right?

20 A. That is correct.

21 Q. And the recipient is Holly Kwon?

22 A. Correct.

23 Q. And you thought that might be Jeremy's  
24 fiancée or girlfriend or wife, whatever --

25 A. Yes, whatever she was.

6/5/2015

1 Q. -- her status is?

2 A. She's his -- yes.

3 Q. Did the \$25,000 that you transferred  
4 to Ms. Kwon in December of 2013 come from IPC's  
5 account or from your personal account?

6 A. It looks like it would have come from  
7 IPC -- IPC account.

8 Q. It looks like it came from your  
9 personal account because your home address is on  
10 there?

11 A. My home address is on there, but I'm  
12 looking at the ABA numbers, Wings Financial  
13 matching with the ABA numbers on these cashier's  
14 checks.

15 Q. The ABA numbers are going to match  
16 because they're --

17 A. Oh.

18 Q. That's specific to Wings Financial.

19 A. Oh. Which I don't know what -- I  
20 don't see the account number on there. The ABA  
21 would be the same. I don't know which account  
22 number. I don't recall this transaction from my --  
23 from my personal account.

24 Q. If it did come from your personal  
25 account, it would be reflected on your bank account

1 statement from December of '13 or from November if  
2 it bleeds into December?

3 **A. I would -- I would think, yes.**

4 Q. Would you have any reason to transfer  
5 \$25,000 to Jeremy's girlfriend in December of 2013?

6 **A. No. I don't -- I don't recall why.**

7 Q. Would IPC have any reason to transfer  
8 \$25,000 of its own money to Jeremy's girlfriend at  
9 that time?

10 **A. I don't recall why, no.**

11 Q. Do you know who, if anyone, asked you  
12 to make this transfer?

13 **A. Mr. Anderson.**

14 Q. Did --

15 **A. If -- if -- yeah, because that's the  
16 only way I would have made this -- made this  
17 transfer for some reason that -- yeah.**

18 Q. Do you remember if he explained to you  
19 what the transfer was for?

20 **A. No, I really -- I really don't. I'm  
21 looking at this, beginning of December 2013, and I  
22 don't recall this. I'm drawing a blank.**

23 Q. Do you have copies of your Wings  
24 Financial bank accounts from December of 2013?

25 **A. Yes.**

1 Q. Can you send those to me, please?

2 THE WITNESS: Were they included in  
3 that CD? I don't know.

4 MR. KIRSCHER: It's a year prior to  
5 the date of filing, so he doesn't have them yet.

6 Why don't you send me a formal  
7 request?

8 MR. SUPALLA: Okay.

9 BY MR. SUPALLA:

10 Q. Will you flip the page to the next  
11 one, a little bit different format, but it also  
12 appears to be a wire transfer confirmation type  
13 document. If you look at the bottom --

14 A. Uh-huh.

15 Q. -- do you know who Mary Ann Nicholas  
16 is?

17 A. She is the wife of one of the named  
18 defendants.

19 Q. Is it Anthony Nicholas II or the III,  
20 do you know?

21 A. I don't -- I don't know which one.

22 Q. Do you know why IPC would have  
23 transferred \$500 to Ms. Nicholas in June of '14?

24 A. I don't remember the reason, but I do  
25 remember the request from Mr. Anderson, and all I

1 remember is that it's something to do with getting  
2 this injunction lifted.

3 Q. Flip to the next page?

4 A. Yes.

5 Q. And it looks like there's another  
6 transfer to Ms. Nicholas --

7 A. Uh-huh.

8 Q. -- in July of 2014?

9 A. Uh-huh.

10 Q. Do you recall what the purpose of that  
11 transfer was?

12 A. Well, somehow to help get this whole  
13 thing lifted. I don't know what part she had in  
14 it, but that's what I remember, is --

15 Q. Do you know what Ms. Nicholas does for  
16 a living?

17 A. No, I don't.

18 Q. And this transfer was for \$750; is  
19 that right?

20 A. That's what it looks like, correct.

21 Q. And it appears that it came out of  
22 IPC's bank account?

23 A. Correct.

24 Q. Will you flip to the next page,  
25 please? Do you know who Tim Patrick is?

1           **A.**       I was told Tim is an attorney and/or  
2           paralegal or something with the law firm, the law  
3           firm representing Tri-Med Management, Tri-Med Corp.  
4           or Tri-Med Associates, I don't know which one.

5           **Q.**       And was this transfer made out of  
6           IPC's Wings Financial account --

7           **A.**       I believe so.

8           **Q.**       -- or your own personal account?

9           **A.**       I believe it was out of the IPC  
10          business account.

11          **Q.**       And that would have been done at the  
12          end of October of '14?

13          **A.**       Correct.

14          **Q.**       And Jeremy's name shows up there in  
15          the text. Who would have asked you to make the  
16          transfer?

17          **A.**       That would have been a discussion that  
18          we had in the clinic, and, then, for, once again,  
19          something that needed to be done or some legal work  
20          that needed to be done to help get this lifted,  
21          Jeremy and -- and Tri-Med Management.

22          **Q.**       And in October of 2014, the injunction  
23          is imposed in early March of 2014?

24          **A.**       Correct.

25          **Q.**       IPC is not subject to the injunction --

1           **A.**       **Correct.**

2           **Q.**       -- as of October of '14; is that right?

3           **A.**       **Correct. Well, you can -- my**  
4 **understanding is IPC is a nonparty.**

5           **Q.**       But, nevertheless, IPC is helping to  
6 pay for the defendants' legal fees; is that right?

7           **A.**       **IPC did help pay for some of the legal**  
8 **fees, and that's when I said -- that's why a lot of**  
9 **these were only a thousand at a time. I said we're**  
10 **not giving twenty-five, ten, a hundred thousand,**  
11 **whatever, we're not giving big chunks anymore. We**  
12 **can give a little bit if something needs to be**  
13 **filed that would help lift this injunction so we**  
14 **can operate again and fund again, but -- but, yes,**  
15 **I was putting my foot down at this time, too, saying**  
16 **this is getting ridiculous.**

17          **Q.**       And, then, if you look at the last  
18 page, please?

19          **A.**       **Yes.**

20          **Q.**       Same thing with the discussion of the  
21 transfer to Mr. Patrick before?

22          **A.**       **Yes.**

23          **Q.**       Payment for legal fees?

24          **A.**       **Legals, yes.**

25          **Q.**       And who had asked you that be done?

1           **A.**       **That would be the same, Mr. Anderson.**

2           Q.       Patrick be paid?

3           **A.**       **Correct.**

4           MR. SUPALLA:  Would you mark that for  
5 me, please?

6                   (Whereupon, Rule 2004 Examination

7           ██████████ was marked for identification, and a  
8 copy is attached and hereby made a part of this  
9 transcript.)

10          BY MR. SUPALLA:

11           Q.       I'm going to hand you what we've  
12 marked as ██████████.

13           **A.**       **Okay.**

14           Q.       Do you recognize ██████████?

15           **A.**       **I've never seen it before.**

16           Q.       It appears to be a check drawn on  
17 IPC's Voyager Bank account?

18           **A.**       **Yes, it does.**

19           Q.       And we talked about Mr. Brent being  
20 someone that Jeremy told you was working at a law  
21 firm?

22           **A.**       **Correct, or some legal representative,**  
23 **something to help represent them to get the**  
24 **injunction lifted.**

25           Q.       The check appears to be dated at

1 November 18th of 2014. You never saw this check  
2 when it went out the door?

3 **A. No, I did not.**

4 Q. Do you know who would have been  
5 involved in writing this check and signing it?

6 **A. Um, well, now I have no idea after the**  
7 **last stuff you showed me, but I would assume Doc --**  
8 **Mr. Anderson or Mister -- or Dr. Mai, but --**  
9 **Mr. Anderson, Dr. Mai.**

10 Q. One last thing and then I think we'll  
11 take a break, and then I just want to follow up  
12 with my cocounsel and see if there's anything else  
13 to wrap up with.

14 If you wouldn't mind turning back to  
15 [REDACTED], it is the Voluntary Petition that you  
16 filed with the Bankruptcy Court. Would you please  
17 turn to page 11?

18 **A. Okay.**

19 Q. Do you see item No. 13, this is  
20 Schedule B of your personal property?

21 **A. Correct.**

22 Q. It says you own a 5 percent interest  
23 in Interventional Pain Center, PLLC?

24 **A. Correct.**

25 Q. And that the value of the interest you