

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

vs.

Case No.: 14-001695-CI

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

Defendants.

**RECEIVER’S EMERGENCY EX PARTE MOTION TO EXPAND SCOPE OF THE
RECEIVERSHIP TO INCLUDE REJUVA MEDICAL AND WELLNESS L.L.C, AND
REJUVA MEDICAL CENTER L.L.C., AS ALTER EGOS AND/OR SUCCESSORS-IN-
INTEREST OF RECEIVERSHIP ENTITY INTERVENTIONAL PAIN CENTER, PLLC,
AND INCORPORATED MEMORANDUM OF LAW**

Pursuant to Fla. Stats. § 517.191(2), Rule 1.100 of the Florida Rules of Civil Procedure, the March 4, 2014, Order appointing Burton W. Wiand, as Receiver (the “**Receiver**”) for Tri-Med Corporation (“**Tri-Med**”) and Tri-Med Associates Inc. (“**TMA**”), and the September 30, 2015 Order appointing Mr. Wiand as Receiver for Interventional Pain Center, PLLC (“**IPC**”) (Tri-Med, TMA, and IPC are collectively referred to as the “**Receivership Entities**”), the Receiver moves ex parte and on an emergency basis to expand the scope of this Receivership to include Minnesota entities Rejuva Medical and Wellness L.L.C., and Rejuva Medical Center L.L.C. (collectively, “**Rejuva**”). The Receiver seeks this relief because Rejuva is the alter ego and/or successor-in-interest of Receivership Entity IPC; Rejuva holds IPC’s assets, books, and

records; and publicizing this Motion and any Order granting it would allow Defendants to further divert and hide assets, books, and records that belong to the Receivership estate. **Indeed, the day this Court granted the Receiver's motion to expand this Receivership to include IPC, nearly all of the money in IPC's bank account was diverted to Rejuva to keep it out of the Receiver's reach.**

As explained below and supported by the Affidavits of (1) Burton W. Wiand, as Receiver (“**Receiver Aff.**”); and (2) Susan Herda, D.C. (“**Herda Aff.**”), which are being filed with this Motion as Exhibits **A** and **B**, respectively, Rejuva should be added to this Receivership because it:

- (1) was created and is controlled by Defendant Jeremy Anderson (“**Defendant Anderson**”) – who also created and controlled IPC;
- (2) was created to replace IPC because of the harm IPC's reputation suffered among doctors when the flow of Tri-Med investor money to IPC stopped and Defendant Anderson could no longer pay IPC doctors;
- (3) operates in the same location as IPC, and IPC's operations ceased when Rejuva began operating;
- (4) uses IPC's staff and equipment, and operates where IPC's books and records are located based on the last information known to the Receiver; and
- (5) has received at least \$20,000 in transfers from IPC.

Since Rejuva merely is IPC's alter ego and/or successor-in-interest, the Receiver seeks to expand this Receivership to include Rejuva so that the Receiver can take possession and control of the assets, books, and records of IPC that this Court previously found belong to the Receivership estate – those books and records are particularly important because the main purpose of these efforts by the Receiver is to take control of medical accounts receivable that were a primary reason for the previous expansion of this Receivership to include IPC. The Receiver moves on an emergency ex parte basis due to the imminent threat that Defendant

Anderson may further conceal receivership assets, books, and records if provided notice of the Receiver's intention.

BACKGROUND

1. On March 4, 2014, Florida's Office of Financial Regulation ("OFR") filed this enforcement action against Defendant Anderson and others (collectively, "Defendants"). Also on March 4th, the Court entered an Order appointing the Receiver (the "**Order Appointing Receiver**") as receiver over Tri-Med. Receiver Aff. ¶ 2, Ex. 1.

2. Defendants in this case violated Florida securities laws from at least 2011 forward by raising over \$17 million in connection with the offer and sale of unregistered securities based on fraudulent misrepresentations that, among other things, all of the money would be (a) used to purchase medical practice accounts receivable ("A/R") backed by Letters of Protection ("LOPs")¹ and (b) safeguarded by being kept in an attorney trust account. See Receiver Aff. ¶¶ 7 – 9, 16.

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

4. In relevant part, the Order Appointing Receiver prohibited Defendants from accepting, moving, transferring, or withdrawing any assets or property controlled or owned by

¹ LOPs are contracts involving a patient who ostensibly suffered injuries during an accident, the patient's attorney, and the medical services provider under which the patient and attorney agree to pay all or part of the total billed by the medical services provider from the proceeds of any pre-suit settlement or lawsuit settlement or judgment the patient may obtain.

Defendants or Receivership Entities. The Order also directed the Receiver to “marshal and safeguard all such properties and assets [of Receivership Entities]” and take any actions necessary for the protection of investors. Receiver Aff. ¶ 2, Ex. 1.

5. The Order Appointing Receiver also states,

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

Id. (emphasis added).

IPC Was Included In This Receivership

6. On August 6, 2015, the Receiver moved to expand this Receivership to include IPC (the “**IPC Motion**”) and filed a supporting affidavit (the “**IPC Aff.**”). The IPC Motion and IPC Affidavit demonstrated that IPC was (i) funded entirely with money derived from Defendants’ fraudulent scheme; (ii) violating the Order Imposing Injunction and accompanying asset freeze provision by failing to turn over assets derived from Tri-Med; (iii) actively negotiating and converting for its own use significant amounts of A/R rightfully belonging to Tri-Med; and (iv) serving as Defendant Anderson’s personal piggy bank and funding his interference with this case and the Receiver’s duties. *See, e.g.*, IPC Aff. at ¶¶ 20-38.

7. At the hearing on the IPC Motion on September 29, 2015, the Court found “uncontroverted” and “substantial” evidence presented by the Receiver and granted the IPC Motion. A written order granting the IPC Motion was entered on September 30, 2015 (the “**IPC Order**”). Receiver Aff. ¶ 2, Ex. 2.

8. The IPC Order stated, in relevant part, that IPC “shall be subject to the [Order Imposing Injunction] previously entered in this case on March 5, 2014, as though Interventional

Pain Center, PLLC was specifically named therein.” A certified copy of the IPC Order was filed and perfected in the Fourth Judicial District Court in and for Hennepin County, Minnesota, on October 5, 2015, which covers the geographic area in which IPC and Rejuva are situated. *Id.* ¶ 3.

9. Evidence about IPC was detailed in the IPC Motion and IPC Affidavit. Among other things, that evidence established that IPC’s principal place of business was 10653 Wayzata Blvd., Suite 200, Minnetonka, MN 55305. IPC Aff. ¶ 17, Ex. 6. IPC was in the business of providing medical services to accident victims in exchange for promises to pay those medical accounts receivable out of subsequent recoveries. IPC Mot. ¶ 7. Defendant Anderson was the *de facto* owner of IPC, and he controlled IPC, including its books and records and critical and day-to-day business operations. IPC Mot. ¶ 9; IPC Aff. 18, Ex. 7 at ¶ 4.

10. The evidence also established that IPC’s funding was derived from Tri-Med investors, and IPC ultimately received approximately \$1 million of Tri-Med investor funds – the majority of which purportedly served as consideration for the purchase of virtually all of the A/R generated by IPC. IPC Mot. ¶¶ 11, 14, 16; IPC Aff. ¶¶ 21-22. Yet, although Tri-Med purportedly purchased all of that A/R from IPC and IPC subsequently recovered hundreds of thousands of dollars in payments for that A/R, not a single penny was ever turned over from IPC to Tri-Med. IPC Aff. ¶ 29. Indeed, documents recently obtained from IPC’s bank account maintained at Wings Financial Credit Union (the “**IPC Account**”) reveal that in 2015 IPC continued to receive payments for A/R sold to Tri-Med, yet Defendant Anderson never sent any money to Tri-Med. Instead, as explained below in paragraphs 19 - 21, at least some of that money was diverted to Rejuva.

Rejuva Is Merely IPC's Alter Ego And/Or Successor-In-Interest

11. **Rejuva And IPC Operated Out Of The Same Office.** Rejuva Medical and Wellness L.L.C. was formed on January 6, 2015, and listed its address as 10653 Wayzata Blvd, #200, Minnetonka, MN 55305. Receiver Aff. ¶ 19, Ex. 3. Rejuva operated out of this address, which is the exact same address as IPC. *Id.* ¶ 19.

12. **Rejuva And IPC Are Both *De Facto* Owned And Controlled By Defendant Anderson, And An IPC Doctor Was Listed As Owner Of Rejuva.** Rejuva Medical and Wellness L.L.C.'s original corporate filing lists Dr. Susan Herda as Rejuva's organizer. *Id.* ¶ 19, Ex. 3. Not only did Dr. Herda also work for IPC, but Defendant Anderson told her she would be listed as Rejuva's organizer since medical clinics must be owned by doctors. Herda Aff. ¶ 4. In reality, Defendant Anderson was the *de facto* owner of Rejuva – as he was of IPC – and exercised sole control over Rejuva's finances and operations – as he did over IPC's. *Id.* ¶ 5; IPC Aff. ¶¶ 9-10, Ex. 7 at ¶ 4. Indeed, a Rejuva Medical and Wellness L.L.C. filing with the Minnesota Secretary of State asks that official notices be sent to Defendant Anderson's IPC email address, janderson@ipcmn.com. Receiver Aff. ¶ 19, Ex. 3.

13. **Rejuva Used The Same Equipment And Staff As IPC.** Aside from operating from the same office as IPC, Rejuva used (a) IPC's medical equipment, (b) IPC's office equipment, and (c) IPC's same staff and employees. Herda Aff. ¶ 8. Further, all of the computers, books, and records used for IPC's business remained in that office when Defendant Anderson ceased operating through IPC and began operating through Rejuva. *Id.*

14. **Rejuva Was Created To Continue IPC's Business.** Defendant Anderson created Rejuva to continue operating the IPC clinic under a new name because once Tri-Med was placed in Receivership, Defendant Anderson lost the source of funding he used to run IPC

and pay its doctors, and as a consequence Defendant Anderson could no longer recruit any doctors to work in his clinic. Herda Aff. ¶ 6.

15. A second “Rejuva” entity, Rejuva Medical Center L.L.C., was formed on February 17, 2015 – approximately one month after Rejuva Medical and Wellness, L.L.C., was formed. Receiver Aff. ¶ 20, Ex. 4. That entity listed its registered agent as Tony In – a known associate of Defendant Anderson who is believed to have previously worked at IPC. *Id.* ¶¶ 20 – 21, Ex. 4. In its corporate filings, this entity lists its principal address of 10652 Wayzata Blvd. – an address which does not exist and which is only one number different than Rejuva Medical and Wellness, L.L.C.’s/IPC’s address of 10653 Wayzata Blvd. *Id.* ¶ 20. Because of the overlap between the two Rejuva entities, this Motion treats them collectively.

16. **Rejuva’s And IPC’s Money Was Commingled.** Rejuva held bank accounts at Wings Financial Credit Union (the “**Rejuva Wings Account**”) and later Wells Fargo (the “**Rejuva WF Account**”) (the Rejuva Wings Account and the Rejuva WF Account are collectively referred to as the “**Rejuva Accounts**”). IPC also maintained a bank account at Wings Financial Credit Union (the “**IPC Account**”). Defendant Anderson controlled the Rejuva Accounts and the IPC Account. Herda Aff. ¶ 5, 10, 11; IPC Aff. ¶ 18, Ex. 7 at ¶ 4.

17. As previously detailed in Paragraph 21 of the IPC Motion, IPC’s main assets were the accounts receivable it generated for providing medical services (“**A/R**”). As also detailed in that motion, most of that A/R was conveyed to Tri-Med in exchange for approximately \$1 million transferred from Tri-Med to IPC. *See* IPC Mot. ¶¶ 11, 12, 14. While IPC collected hundreds of thousands of dollars on that A/R, none of that money was turned over to Tri-Med although it should have been. *Id.* ¶ 18; IPC Aff. ¶ 32, Ex. 16.

18. Instead, some of that money has flowed back and forth between IPC and Rejuva depending on Defendant Anderson's financial needs. Specifically, tens of thousands of dollars have been transferred and commingled between the IPC Account and the Rejuva Accounts. Receiver Aff. ¶ 22. Following is a table listing these transfers:

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Check #</u>
3/2/2015	Rejuva	IPC	\$200	3002
3/4/2015	Rejuva	IPC	\$400	3003
3/24/2015	Rejuva	IPC	\$200	5000
3/31/2015	IPC	Rejuva	\$1,000	3103
4/6/2015	IPC	Rejuva	\$2,000	3104
5/1/2015	IPC	Rejuva	\$800	3110
5/6/2015	IPC	Rejuva	\$500	3111
5/17/2015	IPC	Rejuva	\$2,000	3114
6/1/2015	IPC	Rejuva	\$600	3120
6/8/2015	Rejuva	IPC	\$1,100	6015
6/23/2015	IPC	Rejuva	\$1,000	3124
6/25/2015	IPC	Rejuva	\$300	3125
6/26/2015	Rejuva	IPC	\$4,000	6022
7/1/2015	IPC	Rejuva	\$2,000	3129
7/6/2015	Rejuva	IPC	\$3,960	6028
7/7/2015	Rejuva	IPC	\$100	6029
7/9/2015	IPC	Rejuva	\$300	3132
7/10/2015	IPC	Rejuva	\$300	3133

7/10/2015	Rejuva	IPC	\$3,000	6032
7/13/2015	IPC	Rejuva	\$3,000	3135
9/21/2015	Rejuva	IPC	\$1,000	6088
9/28/2015	IPC	Rejuva	\$6,200	3144
		Total:	\$33,960.00	

Receiver Aff. ¶ 22, Ex. 7.

19. Often, the transfers made from IPC to Rejuva consisted of money paid by or on behalf of IPC patients to satisfy A/R that belonged to Tri-Med. For example, on July 1, 2015, a check for \$5,000 was deposited into the IPC Account. *Id.* ¶ 24, Ex. 9. This check represented payment on A/R relating to patient J.G., who was previously treated at IPC and whose A/R was previously assigned to Tri-Med. *Id.* ¶ 24, Ex. 10. None of these funds were turned over to Tri-Med or the Receiver. Instead, a check was written for \$2,000 that same day by IPC to Rejuva. *Id.* ¶ 22, Ex. 7.

20. In another example, on September 28, 2015, two checks totaling \$6,500 were deposited into the IPC Account. *Id.* ¶ 25, Ex. 11. Those checks, in the amounts of \$2,500 and \$4,000 respectively, represented payments on A/R relating to patients K.M. and K.A., respectively, that was also previously sold to Tri-Med by IPC. *Id.* ¶ 25, Ex. 12. Before those deposits, the IPC account had a balance of \$22.25. *Id.* ¶ 26, Ex. 13. The day after the deposit, a \$6,200 check from the IPC Account was deposited into the Rejuva WF Account. Receiver Aff. ¶ 25, Ex. 14.

21. The September 29, 2015, \$6,200 transfer from the IPC Account to the Rejuva WF Account is very significant for another reason: that was the day this Court heard and granted the IPC Motion and transferred control of IPC to the Receiver. *Id.* ¶ 18, Ex 2. Defendant Anderson

was well aware of the IPC Motion and hearing – his attorneys attended and unsuccessfully opposed the IPC Motion. The \$6,200 transfer to Rejuva effectively emptied the IPC Account.

22. Defendant Anderson also used some of the money improperly transferred from IPC to Rejuva to interfere with this case and the Receivership. For example, a \$4,000 cash deposit was made to the Rejuva Wings Account on February 18, 2015. The preceding week, over \$4,000 was withdrawn from the IPC Account through cash withdrawals and the cashing of multiple checks by Tony In. The same day the \$4,000 was deposited into the Rejuva Wings Account, a wire transfer was made for \$4,000 from that account to a personal checking account at Chase Bank held by A.J. Brent, a sales agent of the scheme underlying this case. Wire instructions for that transfer contained the reference “For Jeremy Anderson.” Receiver Aff. ¶ 23, Ex. 8. Those funds were used to pay for legal fees incurred by Defendant Anderson and Brent for efforts to place Receivership Entity Tri-Med into involuntary bankruptcy. See OFR’s Supplemental Opposition to Motion Seeking Relief From Injunction, ¶ 46 (March 6, 2015).

23. **The Most Recent Doctor Providing Services Through Rejuva Was Paid From The IPC Account.** After Dr. Herda left IPC/Rejuva in early 2015 because she was not being paid, Rejuva’s corporate documents were amended to list Dr. Ploessl as the registered agent and principal. *Id.* ¶ 19, Ex. 3. Dr. Ploessl received wages from the IPC Account. *Id.* ¶ 28, Ex. 16. Dr. Herda had also received wages from the IPC Account. Herda Aff. ¶ 9.

24. In sum, other than changing the name of the business from IPC to Rejuva, there was no substantive difference between IPC and Rejuva: Defendant Anderson exercised *de facto* ownership and control of both; Rejuva used the address and medical office that belongs to IPC, and IPC’s books, records, and computers are in that office according to the Receiver’s information; Rejuva used medical equipment that belongs to IPC; Rejuva used office equipment

that belongs to IPC; the first doctor that provided medical services through Rejuva previously provided them through IPC; and the most recent doctor who worked for Rejuva was paid from IPC. Herda Aff. ¶¶ 4-9, Receiver Aff. ¶ 28, Ex. 16.

Ex Parte Relief Is Warranted Because Of Defendant Anderson's Past Conduct

25. A primary reason why the Receiver seeks to add Rejuva to this Receivership is so he can take physical control of the offices in which IPC operated and in which, based on information received by the Receiver, IPC books, records, computers, and assets are located. It is necessary to do this *ex parte* so Defendant Anderson does not have an opportunity to empty the offices before the Receiver can take control.

26. Defendant Anderson has already taken actions to conceal and dissipate IPC assets, books, and records in different ways, including by transferring them and putting them under Rejuva's name and control, and there is a real likelihood that he will further dissipate and transfer them if he learns the Receiver seeks control of Rejuva.

27. As explained above at paragraphs 6 and 10 and in the IPC Motion at paragraphs 18 - 20, although IPC has received at least \$160,000 from settlements of A/R that had been previously sold to Tri-Med and consequently that money should have been turned over to the Receiver, Defendant Anderson, through his control of IPC, instead used and transferred that money for his benefit to Rejuva and other entities and individuals. For example, that money was used to pay Defendant Anderson's and other defendants' lawyers; to pay other lawyers to try to interfere with OFR's case and this Receivership by filing an involuntary bankruptcy petition on behalf of Tri-Med; and to pay for Defendant Anderson's rent.

28. Indeed, since early in this Receivership, Defendant Anderson has opposed every effort by the Receiver to investigate and subsequently take control of IPC. For example, the Receiver was forced several times to seek relief from a Minnesota Court because IPC, under

Defendant Anderson's control, failed to comply with its obligations under a subpoena served by the Receiver.

29. Finally, Defendant Anderson asserted his Fifth Amendment Constitutional right against self-incrimination in deposition testimony and refused to answer questions (a) about the relationship between IPC and Tri-Med; (b) whether Tri-Med money was provided to IPC; and (c) whether IPC's initial funding derived from Tri-Med funds. Receiver Aff. ¶ 27, Ex. 15.

30. Since the time that IPC was added to this Receivership, the Receiver has demanded from Defendant Anderson and others that all of IPC's records and assets be turned over to the Receiver, but nothing has been turned over, and the Receiver faces difficulties because everything previously held by IPC is now being held under Rejuva's name. In short, *ex parte* relief is necessary to allow the Receiver to finally take control of the offices from which IPC operated which are now held under Rejuva's name but, according to information obtained by the Receiver, still contain IPC assets, computers, books, and records.

31. Similarly, an Order granting this motion should be entered on an *ex parte* basis. This is necessary because the Receiver has to have the Order domesticated in Minnesota before e can take control of Rejuva and its premises.

MEMORANDUM OF LAW

32. This Court's power to supervise this receivership and decide the appropriate actions to be taken in its administration is extremely broad. *SEC v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992). "It is well established that the court which appoints a receiver may issue orders as are necessary and proper for the property and interests of those concerned." *City of Kissimmee v. Dep't of Envtl. Regulation*, 753 So. 2d 770, 772 (Fla. 5th DCA 2000). Indeed, the Order Appointing Receiver states that if the Receiver discovers that investor funds were transferred to other persons or entities, the Receiver "shall" petition the Court to extend the

Receivership “over any person or entity holding such investor funds.” Receiver Aff. ¶ 2, Ex. 1. This includes expanding a receivership to include additional entities where a showing is made of a transfer or dissipation of receivership assets and under circumstances which indicate “intentional evasion” of the afflicted parties. *See Puma Enters. Corp. v. Vitale*, 566 So. 2d 1343, 1345 (Fla. 3d DCA 1990) (affirming expansion of receivership to include entity that had been assigned the sole asset underlying receivership, reasoning that expansion was necessary to “preserve the partnership’s assets during the pendency of the lawsuit, the purpose of the initial receivership.”),

33. Courts grant *ex parte* relief in situations like this one involving the risk of imminent transfer or dissipation of assets. *Bansal v. Bansal*, 748 So.2d 335, 337 (Fla. 5th DCA 1999) (allegations that wife had attempted to wrongfully transfer substantial sum out of the court’s jurisdiction, among others, were sufficient reasons not to give notice to wife of relief sought); *see also Puma Enters. Corp.* 566 So. 2d at 1345 (when receivership assets assigned or dissipated without notice to receiver and circumstances evidenced intent to evade, the court also has power to expand the receivership without notice).

I. REJUVA IS THE ALTER EGO AND/OR SUCCESSOR-IN-INTEREST OF IPC, AND THIS RECEIVERSHIP SHOULD BE EXPANDED TO INCLUDE REJUVA

34. “If a corporation is found to be the ‘alter ego’ of another corporation, the separate corporate identities are disregarded and the two corporations are considered as one entity.” *McLain v. Daps Disc. Auto Parts Store, Inc.*, 354 So. 2d 1230, 1232 (Fla. 1st DCA 1978). Courts consider factors such as commingling of funds and sole ownership and control of various companies as a single enterprise to determine alter ego. *Merkin v. PCA Health Plans of Fla., Inc.*, 855 So. 2d 137, 141 (Fla. 3d DCA 2003). In *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 233 (D. Nev. 1985), a receiver sought to expand a receivership over multiple alter egos of

entities already in receivership, and the court considered the following factors: (i) commingling of funds and assets and the unauthorized diversion of funds, (ii) identity of equitable ownership in entities, (iii) concealment of identity of responsible ownership, (iv) utilization of single address, and (v) identical offices and addresses. *Id.* at 233 – 34. As *Elmas Trading* explained, it is crucial that the alleged wrongdoers be prevented from transferring money rightfully belonging to investors to entities related to or affiliated with the receivership entity. 620 F. Supp. at 233-34

35. Here, the facts set forth above and in the IPC Motion demonstrate that Rejuva is IPC's alter ego for several independent reasons. First, IPC's and Rejuva's money and assets were commingled. *See supra* ¶¶ 16-23. For example, Rejuva received money directly traceable to collections on A/R generated by IPC, including a transfer of \$6,200 on the day this Court expanded the Receivership to include IPC. *See id.* ¶¶ 18, 21. Second, Defendant Anderson was the *de facto* owner of and controlled both IPC and Rejuva, although his ownership was not publicized and instead on public filings doctors were identified as owners. *See id.* ¶¶ 9, 12. Third, both IPC and Rejuva operated from the same exact office, and Rejuva used IPC's equipment and staff and IPC's books and records were still located in that office when it was used for Rejuva. *See id.* ¶¶ 11, 13, 24. Because Rejuva is IPC's alter ego, it too should be added to this Receivership.

36. Rejuva also should be added to this Receivership because, alternatively, it was IPC's successor-in-interest. An entity operates as a successor-in-interest of another entity when, among other possibilities, "the transaction is a *de factor* merger ... or [] mere continuation of the predecessor" *Oginsky v. Paragon Props. of Costa Rica LLC*, 784 F. Supp. 2d 1353, 1367-68 (S.D. Fla. 2011), *citing Orlando Light Bulb Serv., Inc. v. Laser Lighting & Elec. Supply, Inc.*,

523 So. 2d 740, 742 (Fla. 5th DCA 1988). Either of these factors is also satisfied by the evidence discussed in the Background Section above.

37. Given the overwhelming evidence demonstrating that Rejuva is the alter ego of IPC and/or its successor-in-interest, the Court should expand the Receivership to include Rejuva.

II. THIS COURT HAS PERSONAL JURISDICTION OVER REJUVA

38. This Court previously found that it had personal jurisdiction over IPC because IPC (1) was within the reach of Florida's long-arm statute, Fla. Stats. § 48.193, and (2) had sufficient "minimum contacts" with Florida to satisfy the Due Process clause of the U.S. Constitution. IPC Order ¶ 2. As discussed in the previous Section, Rejuva is the alter ego and/or successor-in-interest of IPC, and consequently Rejuva and IPC are effectively the same entity and each is responsible and liable for each other's actions and omissions. *See 301 Clifton Place L.L.C. v. 301 Clifton Place Condominium Ass'n.*, 783 N.W. 2d 551, 569 (Ct. App. Minn. 2010) ("an alter ego is liable for the other's faults"). Thus, if IPC's actions satisfied Florida's long-arm statutes and the U.S. Constitution's minimum contacts requirements, then those same actions are attributable to Rejuva as well and consequently also subject Rejuva to this Court's personal jurisdiction.

39. Indeed, the *Elmas Trading* court specifically rejected the claim that expanding the receivership over entities that were alter egos of receivership entities would trigger due process concerns, reasoning that "there would be no problem of any taking of property without due process" if the court found "that these entities are not separate and distinct from [the current receivership entities]." *Elmas Trading*, 620 F. Supp. at 233; *see also Puma Enters. Corp.* 566 So. 2d at 1345 (when receivership assets assigned or dissipated without notice to receiver and circumstances evidenced intent to evade, the court also has power to expand the receivership without notice).

III. INCLUDING REJUVA IN THIS RECEIVERSHIP IS ALSO REQUIRED BY THE ORDER APPOINTING RECEIVER

40. Finally, expansion of this Receivership to include Rejuva is consistent with directives in this Court's Order Appointing Receiver. In relevant part, that Order states,

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

Order Appointing Receiver, Section VIII(1) (Receiver Aff. ¶ 2, Ex. 1) (emphasis added). The record evidence establishes that Rejuva is an "entity holding ... investor funds" because it received money from Receivership Entity IPC and, more specifically, from A/R that had been conveyed to Tri-Med and it also holds and controls other assets purchased with Tri-Med investor funds that were previously held by IPC.

41. Further, the Order Appointing Receiver requires the Receiver to "marshal and safeguard" all of the assets of the Receivership Entities and to take whatever actions are necessary for the protection of the investors. Order Appointing Receiver, Section VIII(1) (Receiver Aff. ¶ 2, Ex. 1) Extending this Receivership over Rejuva would also fulfill this directive.

CONCLUSION

Because (1) the evidence establishes that Rejuva is the alter ego and/or successor-in-interest of Receivership Entity IPC; (2) the Court has personal jurisdiction over Rejuva because it previously held it had personal jurisdiction over IPC, and Rejuva is the alter ego and/or successor-in-interest of IPC; (3) the Court has the authority to expand the receivership to include Rejuva; (4) Rejuva has received money, other assets, books, records, equipment, and offices

from IPC which rightfully belong to this Receivership; and (5) expansion of this Receivership to include Rejuva is critical for the Receiver to continue marshaling assets that rightfully belong to the Receivership estate and, ultimately, defrauded investors, the Receiver respectfully asks this Court to expand the Receivership to include Rejuva Medical and Wellness Center, L.L.C., and Rejuva Medical Center L.L.C. on an *emergency ex parte* basis.

STATEMENT OF OFR'S POSITION

OFR agrees with the relief requested in this motion.

s/Gianluca Morello

Gianluca Morello, FBN 034997

gmorello@wiandlaw.com

Michael S. Lamont, FBN 0527122

mlamont@wiandlaw.com

Jordan D. Maglich, FBN 0086106

jmaglich@wiandlaw.com

WIAND GUERRA KING P.A.

5505 West Gray Street

Tampa, FL 33609

Tel.: (813) 347-5100

Fax: (813) 347-5198

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 11, 2015, I electronically filed *ex parte* a true and correct copy of the foregoing with the Clerk of the Court by using the Florida Courts E-Filing Portal, but served the following parties:

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

s/Gianluca Morello

Gianluca Morello, FBN 034997

Exhibit A

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

vs.

Case No.: 14-001695-CI

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

Defendants.

BURTON W. WIAND, AS RECEIVER'S AFFIDAVIT IN SUPPORT OF
EMERGENCY EX PARTE MOTION TO EXPAND SCOPE OF THE
RECEIVERSHIP TO INCLUDE REJUVA MEDICAL AND
WELLNESS L.L.C. AND REJUVA MEDICAL CENTER L.L.C.

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. On September 30, the Court appointed me Receiver over Interventional Pain Center, PLLC (“**IPC**”) (collectively, the “**Receivership Entities**”). Attached as **Exhibits 1** and **2**, are, respectively, true and correct copies of the March

5, 2014, Order appointing me as Receiver (the “**Order Appointing Receiver**”), and the September 30, 2015, Order appointing me as Receiver over IPC (the “**IPC Order**”).

3. On October 5, 2015, a certified copy of the IPC Order was domesticated in Minnesota by filing it in the Fourth Judicial District Court in and for Hennepin County, Minnesota, which covers the geographic area in which IPC is situated.

4. 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.

5. 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

6. I make this affidavit in support of my emergency *ex parte* motion to expand this Receivership to include Rejuva Medical and Wellness L.L.C and Rejuva Medical Center L.L.C. (collectively, “**Rejuva**”). Consistent with my obligations and duties under the Order Appointing Receiver, it is critical to add Rejuva to this Receivership to protect defrauded investors and maximize the Receivership estate for their benefit.

Results Of My Investigation

7. 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.

8. 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.

9. 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”).¹

10. In return for an investment in Tri-Med, an investor was promised (a) an assignment to the investor of one 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.

11. 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.

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

13. This is admitted to by Defendants in the “Accounting of Investor Funds” (the “**Accounting**”) filed by Defendant Anderson with the Court on March 14, 2014 and attached to my earlier August 6, 2015 2015 affidavit in support of my motion to include IPC in Receivership as Exhibit 5. Along the top of the Accounting, it shows that 40% of “client investments” were

¹ 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.

supposedly earmarked for paying “Expenses and Overhead,” and a small part of that money was also used to make investor “interest” payments.

14. 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 11, 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.

15. 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.

16. 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.

17. 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” purportedly 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

18. My investigation also revealed that investor funds had been used to establish and fund Interventional Pain Center, PLLC (“IPC”), a Minnesota pain clinic that was controlled by Defendant Anderson. While IPC purportedly “sold” medical accounts receivable to Tri-Med in exchange for approximately \$1 million and subsequently collected hundreds of thousands of dollars on this A/R, not a single penny was ever rightfully turned over to Tri-Med. Rather, Defendant Anderson converted these funds for his own use and to continue to prop up IPC. On my motion, the Court expanded the scope of this receivership to include IPC by order dated September 30, 2015. *See* Ex. 2.

Rejuva Medical and Wellness, L.L.C.

19. Rejuva Medical and Wellness L.L.C., was formed on January 6, 2015. True and correct copies of that entity’s corporate filings from the website of the Minnesota Secretary of State are attached hereto as **Exhibit 3**. It listed its principal office as 10653 Wayzata Blvd., Suite 200, Minnetonka, Minnesota 55123, and initially listed Susan Herda as its organizer and registered agent. The address listed by Rejuva Medical and Wellness L.L.C., was the same address as IPC. In at least one filing made with the Minnesota Secretary of State by Rejuva

Medical and Wellness L.L.C., an email address belonging to Defendant Anderson, janderson@ipcmn.com, was provided for official notices.

20. A nearly-identical entity, Rejuva Medical Center L.L.C., was formed on February 17, 2015. A true and correct copy of details of this entity's filing from the Minnesota Secretary of State is attached hereto as **Exhibit 4**. That entity listed its principal address as 10652 Wayzata Blvd. – an address which does not exist and which is only one number different than the Rejuva Medical and Wellness L.L.C./IPC address of 10653 Wayzata Blvd.

21. On February 17, 2015, Rejuva opened a bank account at Wings Financial Credit Union (the "**Rejuva Wings Account**"). That account was funded with a \$4,000 deposit on February 18, 2015. Those funds appear to have come from nearly \$10,000 in checks written on IPC's bank account that were written to and cashed by Tony In in the week preceding that deposit. *See Exhibit 5*. Tony In is a known associate of Defendant Anderson and is believed to have been employed at IPC. This is a known method used by Defendant Anderson to obtain cash: another person associated with IPC has testified that he cashed hundreds of thousands of dollars in checks written by IPC and provided those proceeds to Defendant Anderson. *See Exhibit 6*.

22. Tens of thousands of dollars have been transferred and commingled between Rejuva and IPC. A table listing these transfers is below:

Date	From	To	Amount	Check #
3/2/2015	Rejuva	IPC	\$200	3002
3/4/2015	Rejuva	IPC	\$400	3003
3/24/2015	Rejuva	IPC	\$200	5000
3/31/2015	IPC	Rejuva	\$1,000	3103

4/6/2015	IPC	Rejuva	\$2,000	3104
5/1/2015	IPC	Rejuva	\$800	3110
5/6/2015	IPC	Rejuva	\$500	3111
5/17/2015	IPC	Rejuva	\$2,000	3114
6/1/2015	IPC	Rejuva	\$600	3120
6/8/2015	Rejuva	IPC	\$1,100	6015
6/23/2015	IPC	Rejuva	\$1,000	3124
6/25/2015	IPC	Rejuva	\$300	3125
6/26/2015	Rejuva	IPC	\$4,000	6022
7/1/2015	IPC	Rejuva	\$2,000	3129
7/6/2015	Rejuva	IPC	\$3,960	6028
7/7/2015	Rejuva	IPC	\$100	6029
7/9/2015	IPC	Rejuva	\$300	3132
7/10/2015	IPC	Rejuva	\$300	3133
7/10/2015	Rejuva	IPC	\$3,000	6032
7/13/2015	IPC	Rejuva	\$3,000	3135
9/21/2015	Rejuva	IPC	\$1,000	6088
9/28/2015	IPC	Rejuva	\$6,200	3144
		Total:	\$33,960.00	

True and correct copies of the checks evidencing these transfers are attached hereto as **Composite Exhibit 7.**

23. Rejuva has also been used by Defendant Anderson to funnel money to support various efforts to interfere with my duties, including paying for legal fees for a former Tri-Med

sales agent and several victims who were approached to lend their names to a failed attempt to place Tri-Med into involuntary bankruptcy to impede my and OFR's efforts. This includes a \$4,000 wire transfer made on February 18, 2015, from Rejuva to A.J. Brent, a former Tri-Med sales agent who received over \$100,000 in unlawful commissions from selling interests in Tri-Med. A true and correct copy of the wire confirmation is attached hereto as **Exhibit 8**. The memo portion of the wire confirmation contains the instructions "For Jeremy Anderson." *Id.*

24. Some of the transfers made by IPC to Rejuva consisted of money received by IPC from collections on A/R that was sold by IPC to Tri-Med. For example, a \$5,000 check was deposited into IPC's bank account at Wings Financial Credit Union (the "**Wings Account**") on July 1, 2015, which represented payments to IPC related to patient J.G. who was previously treated at IPC and whose A/R was sold to Tri-Med. *See Exhibit 9*. Records show that IPC provided services to patient J.G. having a "book value" of \$14,121.5, and that A/R was previously sold to Tri-Med for \$4,236.50. *See Exhibit 10*.

25. In another example, two checks were deposited into IPC's Wings Account on September 28, 2015, in the amounts of \$2,500.00 and \$4,000.00, respectively, which represented payments to IPC related to patients previously treated at IPC and whose A/R was sold to Tri-Med. *See Exhibit 11*. Check number 6567, in the amount of \$2,500.00, references a patient whose initials are K.M. IPC provided services to patient K.M. having a "book value" of \$5,302.00, and that A/R was previously sold to Tri-Med for \$2,651.00, according to records. *See Exhibit 12*. Similarly, check number 4208, in the amount of \$4,000.00, references a patient whose initials are K.A. IPC provided services to patient K.A. having a "book value" of \$13,535.00, and that A/R was previously sold to Tri-Med for \$4,344.75, according to records. *See id.* In both scenarios, it appears that IPC received less than the initial purchase price of the

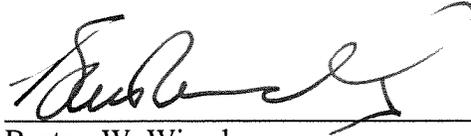
A/R for patients K.M. and K.A, and in any event, there is no evidence any of that money was turned over to Tri-Med.

26. Prior to the deposit of the A/R checks into IPC's Wings Account, the balance of that account was \$22.25. *See Exhibit 13.* Immediately following the deposit of the A/R checks, a check in the amount of \$6,200.00 (the "**\$6,200 Check**") was written to Rejuva and deposited on September 29, 2015 – the same day this Court heard argument on, and orally granted, the Motion to Expand Receivership to Include Interventional Pain Center, PLLC. *See Exhibit 14.* The \$6,200 Check effectively looted the Wings Account of all available funds on the day it was placed into receivership.

27. Attached hereto as **Exhibit 15** 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.

28. Attached hereto as **Exhibit 16** are true and correct copies of examples of checks written on IPC's account at Wings Financial Credit Union evidencing salary paid to former employee Dr. Jesse Ploessl.

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 10th day of December 2015.



Diane Burnette
NOTARY PUBLIC

Print name: Diane Burnette
My Commission Expires: 5.15.18

Exhibit 1

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
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CLERK OF CIRCUIT COURT

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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.

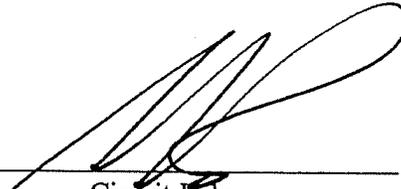
n. The Receiver shall be exclusively vested with all rights, power and authority over the corporate governance of the Receivership Entities, including all rights, power and authority otherwise held by shareholders, members or directors of the Receivership Entities and specifically including the authority 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 5th day of March, 2014, at St. Petersburg, Florida in chambers.



Circuit Judge



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

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.: 14-001695-CI

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

Defendants,

TMFL HOLDINGS, LLC,

Relief Defendant.

ORDER

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

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

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

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

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

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

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

The Honorable Judge Cynthia J. Newton
Circuit Court Judge

TRUE COPY
Original Signed
SEP 30 2015
CYNTHIA NEWTON
CIRCUIT JUDGE

COPIES TO:
Counsel of Record

Exhibit 3

Office of the Minnesota Secretary of State Certificate of Organization

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

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

Name: rejuva medical and wellness center L. L. C.

File Number: 804147800022

Minnesota Statutes, Chapter: 322B

This certificate has been issued on: 01/06/2015



Steve Simon
Secretary of State
State of Minnesota

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



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

ARTICLE 1 - LIMITED LIABILITY COMPANY NAME:

rejuva medical and wellness center L. L. C.

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

Name

Address:

Tony In

10653 Wayzata Blvd #200 Minnetonka MN 55305 USA

ARTICLE 3 - DURATION: PERPETUAL

ARTICLE 4 - ORGANIZERS:

Name:

Address:

Susan Herda

**10653 Wayzata Blvd #200 Minnetonka MN 55305
USA**

PROFESSIONAL STATUS:

This professional firm elects to operate and acknowledges that it is subject to Minnesota Statutes, Sections 319B.01 to 319B.12. The professional service(s) to be performed is listed here.

Chiropractic

Medicine & Surgery

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

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

SIGNED BY: Susan Herda

MAILING ADDRESS: None Provided

EMAIL FOR OFFICIAL NOTICES: tonyin5@yahoo.com



Work Item 804147800022
Original File Number 804147800022

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
01/06/2015 11:59 PM

Steve Simon

Steve Simon
Secretary of State

Office of the Minnesota Secretary of State
Notice of Change of Registered Office/Registered Agent
Minnesota Statutes, 5.36



ORGANIZATION NAME: **rejuva medical and wellness center L. L. C.**

REGISTERED OFFICE OR AGENT CHANGES:

Name

Address:

Tony In

10653 Wayzata Blvd #200 Minnetonka MN 55305 USA

If the business entity has changed their agent or the registered office address, this change was authorized by a resolution approved by the affirmative vote of a majority of the governing body of the business entity as required by Section 5.36, Subd. 3. If the agent has changed their name or their address, then a copy of the change has been sent to the business entity or their legal representative as required by Section 5.36, Subd. 5. In compliance with Section 5.36, the address of the registered office and the address of the business office of the registered agent(s) are identical.

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

SIGNED BY: **Susan Herda**

EMAIL FOR OFFICIAL NOTICES:

janderson@ipcmn.com

Agricultural Status: Does this entity own, lease or have any financial interest in agricultural land or land capable of being farmed? **No**



Work Item 81238400021
Original File Number 80414780022

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
02/18/2015 11:59 PM

Steve Simon

Steve Simon
Secretary of State

Office of the Minnesota Secretary of State
Notice of Change of Registered Office/Registered Agent
Minnesota Statutes, 5.36



ORGANIZATION NAME: **rejuva medical and wellness center L. L. C.**

REGISTERED OFFICE OR AGENT CHANGES:

Name

Address:

10653 Wayzata Blvd #200 Minnetonka MN 55305 USA

If the business entity has changed their agent or the registered office address, this change was authorized by a resolution approved by the affirmative vote of a majority of the governing body of the business entity as required by Section 5.36, Subd. 3. If the agent has changed their name or their address, then a copy of the change has been sent to the business entity or their legal representative as required by Section 5.36, Subd. 5. In compliance with Section 5.36, the address of the registered office and the address of the business office of the registered agent(s) are identical.

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

SIGNED BY: **Susan Herda**

EMAIL FOR OFFICIAL NOTICES:

tonyin5@yahoo.com

Agricultural Status: Does this entity own, lease or have any financial interest in agricultural land or land capable of being farmed? **No**



Work Item 819143100020
Original File Number 804147800022

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
03/25/2015 11:59 PM

Steve Simon

Steve Simon
Secretary of State

Office of the Minnesota Secretary of State
Notice of Change of Registered Office/Registered Agent
Minnesota Statutes, 5.36



ORGANIZATION NAME: **rejuva medical and wellness center L. L. C.**

REGISTERED OFFICE OR AGENT CHANGES:

Name

Address:

Tricia Hanson

10653 Wayzata Blvd #200 Minnetonka MN 55305 USA

If the business entity has changed their agent or the registered office address, this change was authorized by a resolution approved by the affirmative vote of a majority of the governing body of the business entity as required by Section 5.36, Subd. 3. If the agent has changed their name or their address, then a copy of the change has been sent to the business entity or their legal representative as required by Section 5.36, Subd. 5. In compliance with Section 5.36, the address of the registered office and the address of the business office of the registered agent(s) are identical.

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

SIGNED BY: **Susan Herda**

EMAIL FOR OFFICIAL NOTICES:

None Provided

Agricultural Status: Does this entity own, lease or have any financial interest in agricultural land or land capable of being farmed? **N/A**



Work Item 822665900024
Original File Number 804147800022

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
04/15/2015 11:59 PM

Steve Simon

Steve Simon
Secretary of State

Office of the Minnesota Secretary of State
Notice of Change of Registered Office/Registered Agent
Minnesota Statutes, 5.36



ORGANIZATION NAME: **rejuva medical and wellness center L. L. C.**

REGISTERED OFFICE OR AGENT CHANGES:

Name

Address:

Tony In

10653 Wayzata Blvd #200 Minnetonka MN 55305 USA

If the business entity has changed their agent or the registered office address, this change was authorized by a resolution approved by the affirmative vote of a majority of the governing body of the business entity as required by Section 5.36, Subd. 3. If the agent has changed their name or their address, then a copy of the change has been sent to the business entity or their legal representative as required by Section 5.36, Subd. 5. In compliance with Section 5.36, the address of the registered office and the address of the business office of the registered agent(s) are identical.

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

SIGNED BY: **Susan Herda**

EMAIL FOR OFFICIAL NOTICES:

None Provided

Agricultural Status: Does this entity own, lease or have any financial interest in agricultural land or land capable of being farmed? **No**



Work Item 822944500026
Original File Number 804147800022

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
04/16/2015 11:59 PM

Steve Simon

Steve Simon
Secretary of State

Office of the Minnesota Secretary of State
Notice of Change of Registered Office/Registered Agent
Minnesota Statutes, Section 5.36



ORGANIZATION NAME: **rejuva medical and wellness center L. L. C.**

REGISTERED OFFICE OR AGENT CHANGES:

Name

Address:

Jesse Ploessl

10653 Wayzata Blvd #200 Minnetonka MN 55305 USA

If the business entity has changed their agent or the registered office address, this change was authorized by a resolution approved by the affirmative vote of a majority of the governing body of the business entity as required by Section 5.36, Subd. 3. If the agent has changed their name or their address, then a copy of the change has been sent to the business entity or their legal representative as required by Section 5.36, Subd. 5. In compliance with Section 5.36, the address of the registered office and the address of the business office of the registered agent(s) are identical.

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

SIGNED BY: **jesse ploessl**

EMAIL FOR OFFICIAL NOTICES:

None Provided

Agricultural Status: Does this entity own, lease or have any financial interest in agricultural land or land capable of being farmed? **N/A**



Work Item 829983700024
Original File Number 804147800022

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
06/15/2015 11:59 PM

Steve Simon

Steve Simon
Secretary of State

Exhibit 4

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

Business Record Details »

Minnesota Business Name

Rejuva Medical Center L. L. C.

Business Type

Limited Liability Company (Domestic)

MN Statute

322B

File Number

812143800026

Home Jurisdiction

Minnesota

Filing Date

2/17/2015

Status

Active / In Good Standing

Renewal Due Date

12/31/2016

Registered Office Address

10652 Wayzata Blvd
Minnetonka, MN 55305
USA

Registered Agent(s)

Tony In

Filing History

Filing History

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

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	2/17/2015	Original Filing - Limited Liability Company (Domestic)	

Exhibit 5

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

3071
22 78157900

PAID 2/13/15

Pay to the Order of Tommy In \$ 98.00

Wings Financial
11195 Grand Center Road
Minnetonka, MN 55305
1-800-895-2274
www.wingsfinancial.com

Memo: Postcards

⑆296076152⑆ 9107474794 3071

DATE PAID 02/24/15
TIME PAID 10:17
TELLER 1870

Cash

[Signature]

ItemType:11 Date:02/24/2015 RT:296076152 Branch:1 Teller:1 Sequence:4111532442 Account:9107474794
Serial:3071 Amount:\$98.00 TranCode:0 RetReason:-

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

3070
22 78157900

PAID 2/13/15

Pay to the Order of Tommy In \$ 285.00

Wings Financial
11195 Grand Center Road
Minnetonka, MN 55305
1-800-895-2274
www.wingsfinancial.com

Memo: Taxes

⑆296076152⑆ 9107474794 3070

DATE PAID 02/24/15
TIME PAID 10:17
TELLER 1870

Cash

[Signature]

ItemType:11 Date:02/24/2015 RT:296076152 Branch:1 Teller:1 Sequence:4111532444 Account:9107474794
Serial:3070 Amount:\$285.00 TranCode:0 RetReason:-

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

3088
22 78157900

PAID 2/12/15

Pay to the Order of Tommy In \$ 500.00

Wings Financial
11195 Grand Center Road
Minnetonka, MN 55305
1-800-895-2274
www.wingsfinancial.com

Memo: Taxes

⑆296076152⑆ 9107474794 3088

DATE PAID 02/17/15
TIME PAID 2:28
TELLER 1870

Cash

[Signature]

ItemType:11 Date:02/24/2015 RT:296076152 Branch:1 Teller:1 Sequence:4111531812 Account:9107474794
Serial:3088 Amount:\$500.00 TranCode:0 RetReason:-

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

3085
22 78157900

PAID 2/13/15

Pay to the Order of Tommy In \$ 500.00

Wings Financial
11195 Grand Center Road
Minnetonka, MN 55305
1-800-895-2274
www.wingsfinancial.com

Memo: Taxes

⑆296076152⑆ 9107474794 3085

DATE PAID 2/13/15
TIME PAID 11:14
TELLER 1919

[Signature]

ItemType:11 Date:02/24/2015 RT:296076152 Branch:1 Teller:1 Sequence:4111531970 Account:9107474794
Serial:3085 Amount:\$500.00 TranCode:0 RetReason:-

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

3081
22 78157900

PAID 2/13/15

Pay to the Order of Tommy In \$ 360.00

Wings Financial
11195 Grand Center Road
Minnetonka, MN 55305
1-800-895-2274
www.wingsfinancial.com

Memo: Taxes

⑆296076152⑆ 9107474794 3081

DATE PAID 2/13/15
TIME PAID 11:15
TELLER 1919

[Signature]

ItemType:11 Date:02/24/2015 RT:296076152 Branch:1 Teller:1 Sequence:4111531972 Account:9107474794
Serial:3081 Amount:\$360.00 TranCode:0 RetReason:-

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

PAID 2/24/15

3080
22-78152960

Pay to the Order of Tony Jw \$1,500.00

Wings FINANCIAL

MEMO: For husband & w

296076152: 9107474794 3080

DATE PAID 02/24/15
TIME PAID 10:45
TELLER 1870

Handwritten signature

ItemType:11 Date:02/24/2015 RT:296076152 Branch:1 Teller:1 Sequence:4111532448 Account:9107474794
Serial:3080 Amount:\$500.00 TranCode:0 RetReason:-

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

PAID 2/24/15

3065
22-78152960

Pay to the Order of Tony Jw \$400.00

Wings FINANCIAL

MEMO: For husband & w

296076152: 9107474794 3065

DATE PAID 02/24/2015
TIME PAID 10:44
TELLER 1661

Handwritten signature

ItemType:11 Date:02/24/2015 RT:296076152 Branch:1 Teller:1 Sequence:4111536086 Account:9107474794
Serial:3065 Amount:\$400.00 TranCode:0 RetReason:-

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

PAID 2/24/15

3066
22-78152960

Pay to the Order of Tony Jw \$400.00

Wings FINANCIAL

MEMO: For husband & w

296076152: 9107474794 3066

DATE PAID 2/24/15
TIME PAID 2:01
TELLER 1872

Handwritten signature

ItemType:11 Date:02/24/2015 RT:296076152 Branch:1 Teller:1 Sequence:4111536090 Account:9107474794
Serial:3066 Amount:\$400.00 TranCode:0 RetReason:-

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

PAID 2/19/15

3077
22-78152960

Pay to the Order of Tony Jw \$1,800.00

Wings FINANCIAL

MEMO: sent husband & w

296076152: 9107474794 3077

DATE PAID 02/19/15
TIME PAID 10:17
TELLER 1870

Cash

Handwritten signature

ItemType:11 Date:02/24/2015 RT:296076152 Branch:1 Teller:1 Sequence:4111532440 Account:9107474794
Serial:3077 Amount:\$800.00 TranCode:0 RetReason:-

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

PAID 2/24/15

3076
22-78152960

Pay to the Order of Tony Jw \$2,500.00

Wings FINANCIAL

MEMO: Tom Thomas & Lisa

296076152: 9107474794 3076

DATE PAID 02/24/15
TIME PAID 10:24
TELLER 1870

Cash

Handwritten signature

ItemType:11 Date:02/24/2015 RT:296076152 Branch:1 Teller:1 Sequence:4111532446 Account:9107474794
Serial:3076 Amount:\$2,500.00 TranCode:0 RetReason:-

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

PAID 2/18/15

3089
23 76157000

Pay to the Order of Tracy Taylor \$ 1700.00

Tracy Taylor

Wings Financial
Minnetonka Office
11110 Greenleaf Road
Minnetonka, MN 55312
1-877-897-7274
www.wingsfinancial.com

Memo: _____

⑆ 296076152⑆ 9107474794 3089

02/24/2015

1272909

ItemType:11 Date:02/24/2015 RT:296076152 Branch:1 Teller:1 Sequence:4111532672 Account:9107474794
Serial:3089 Amount:\$1,700.00 TranCode:0 RetReason:-

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

PAID 2/18/15

3059
23 76157000

Pay to the Order of Tracy Taylor \$ 700.00

Tracy Taylor

Wings Financial
Minnetonka Office
11110 Greenleaf Road
Minnetonka, MN 55312
1-877-897-7274
www.wingsfinancial.com

Memo: _____

⑆ 296076152⑆ 9107474794 3059

Wings Financial CU

TIME PAID 1:14
DATE PAID 1/23/14
TELLER 1919

ItemType:11 Date:02/24/2015 RT:296076152 Branch:1 Teller:1 Sequence:4111533304 Account:9107474794
Serial:3059 Amount:\$700.00 TranCode:0 RetReason:-

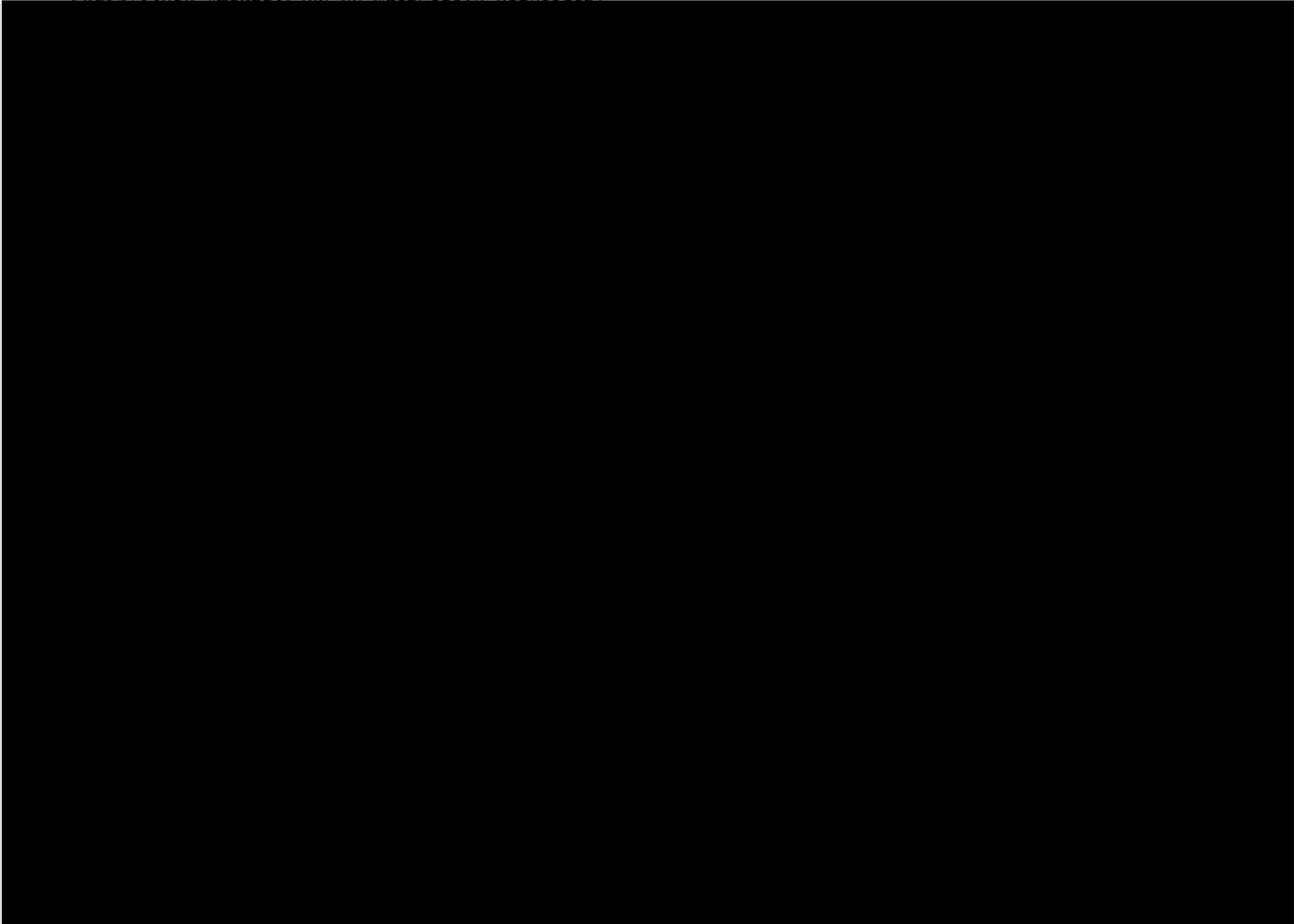


Exhibit 6

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

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 **[REDACTED]?**

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

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

Exhibit 7

REJUVA MEDICAL AND
WELLNESS CENTER LLC
10652 WAYZATA BLVD
MINNETONKA, MN 55305

3002

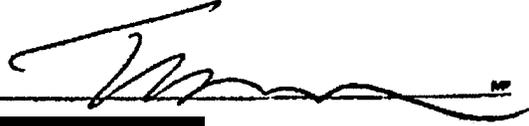
3/3/15 Date

Pay to the Order of International Pain Center \$ 200⁰⁰

Two hundred + ^{no} 00 Dollars  Security Features on Back

Wings
FINANCIAL

For _____



BLUE SHEPHERD™

De
Dusterkin Act #
9107474794

**PAY TO THE ORDER OF
WINGS FINANCIAL CREDIT UNION
FOR DEPOSIT ONLY
TO THE ACCOUNT OF PAYEE
IN ABSENCE OF ENDORSEMENT
WITH GUARANTEE**

03/03/2015

REJUVA MEDICAL AND
WELLNESS CENTER LLC
10652 WAYZATA BLVD
MINNETONKA, MN 55305

3003

3/9/15 Date

Pay to the Order of International Pain Center \$ 400⁰⁰

Four hundred & no/100 Dollars  Security Features
Detailed on
Back

Wings
FINANCIAL +

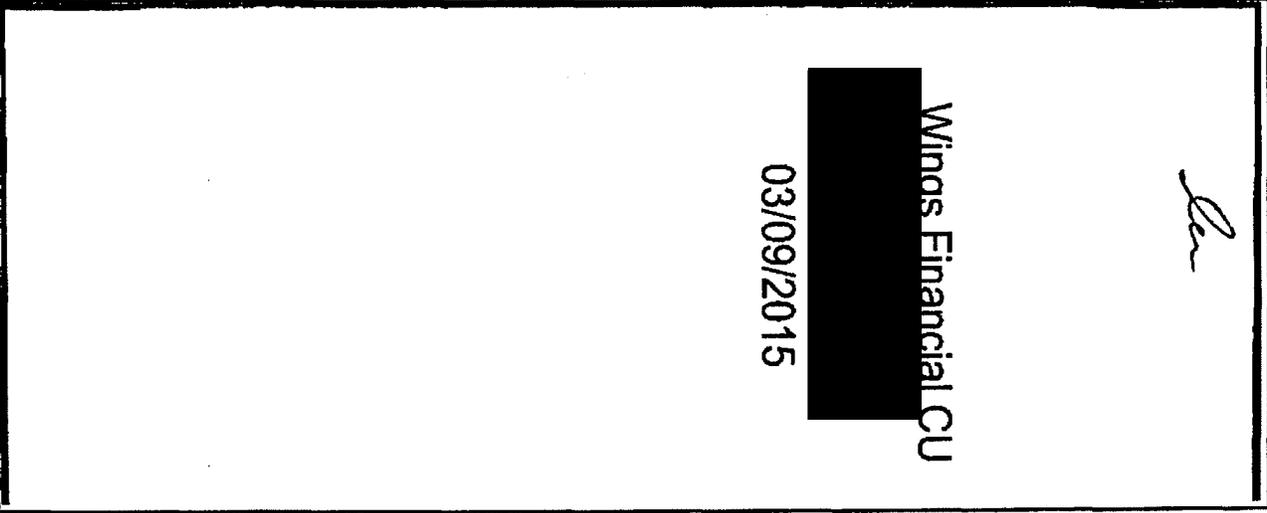
For  MP



Per

Wings Financial CU

03/09/2015



REJUVA MEDICAL AND
WELLNESS CENTER LLC
10852 WAYZATA BLVD
MINNETONKA, MN 55305

5000

3/24/15 Date

Pay to the Order of IPC \$ 200⁰⁰

Two hundred & 00/100 Dollars

Wings
FINANCIAL
CREDIT UNION

Minnetonka Office
11110 Greenbrier Road
Minnetonka, MN 55308
1-800-692-2274
wingsfinancial.com

For _____

[Signature]

Deposited in Acct #
910 7474754
IPC

Wings Financial CU

03/24/2015

INTERVENTIONAL PAIN CENTER
 1110 CHANDLER BLVD
 WINGSPAN, AR 72790

PAID 4/6/15

3103

Pay to the order of Regina Michael Williams \$ 1,000.00

on Debit

Wings Financial
 1110 Chandler Blvd
 WingSpan, AR 72790
 www.wingsfinancial.com

Name _____

⑆296076152⑆ 9107474794 3103

DATE PAID 4/6/15
 TIME PAID 12:18
 TELLER 1870

04/06/2015

Wings Financial CU

[Signature]

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INTERVENTIONAL PAIN CENTER
 1110 CHANDLER BLVD
 WINGSPAN, AR 72790

PAID 4/6/15

3104

Pay to the order of Regina Michael Williams \$ 2,000.00

on Debit

Wings Financial
 1110 Chandler Blvd
 WingSpan, AR 72790
 www.wingsfinancial.com

Name _____

⑆296076152⑆ 9107474794 3104

DATE PAID 4/6/15
 TIME PAID 11:30
 TELLER 1719

04/07/2015

Wings Financial CU

[Signature]

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INTERVENTIONAL PAIN CENTER, PLLC
10623 WAYSATA BLVD # 200
LAWYTONGA, NY 14858

5/11/15

3110
05 71123940

Pay to the Order of Regina Anderson Walker \$ 800.00

Wings FINANCIAL

Member Office
11112 Chesapeake Road
Lawytonga, NY 14858
1-800-982-3374
www.wingsfinancial.com

MEMO: _____

⑆296076152⑆ 9107474794⑆ 3110

3087258574

Number 3110

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INTERVENTIONAL PAIN CENTER, PLLC
10623 WAYSATA BLVD # 200
LAWYTONGA, NY 14858

5/11/15

3111
05 71123940

Pay to the Order of Regina Anderson Walker \$ 500.00

Wings FINANCIAL

Member Office
11112 Chesapeake Road
Lawytonga, NY 14858
1-800-982-3374
www.wingsfinancial.com

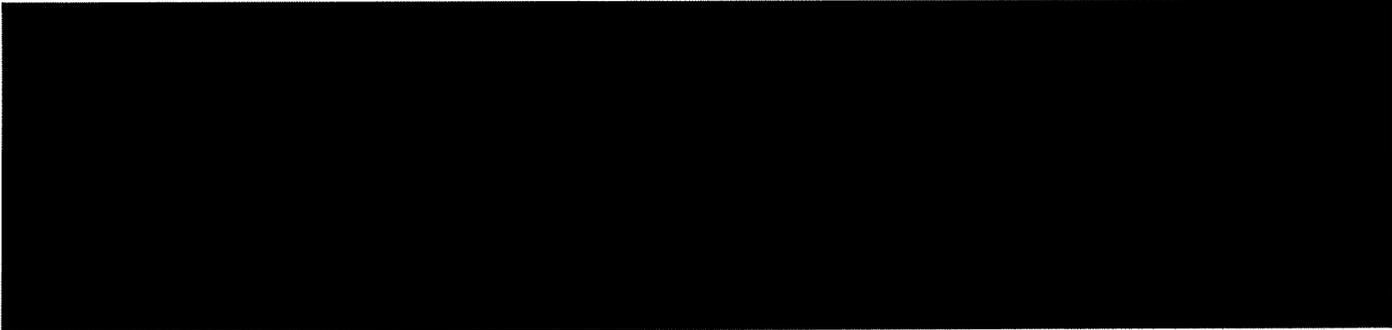
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⑆296076152⑆ 9107474794⑆ 3111

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Number 3111

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INTERVENTIONAL PAIN CENTER, PLLC
10623 WAYSATA BLVD # 200
LAWYTONGA, NY 14858

5/17/15

3114
05 71123940

Pay to the Order of Regina Anderson Walker \$ 2,000.00

Wings FINANCIAL

Member Office
11112 Chesapeake Road
Lawytonga, NY 14858
1-800-982-3374
www.wingsfinancial.com

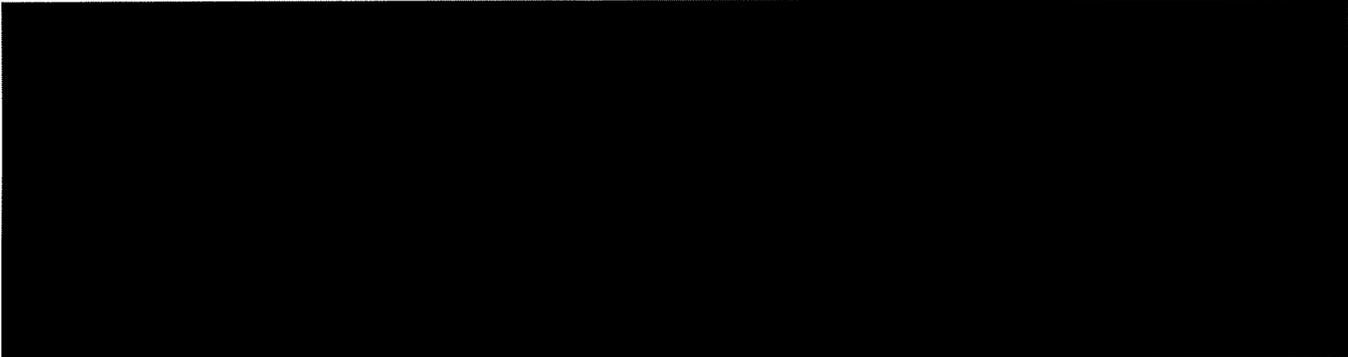
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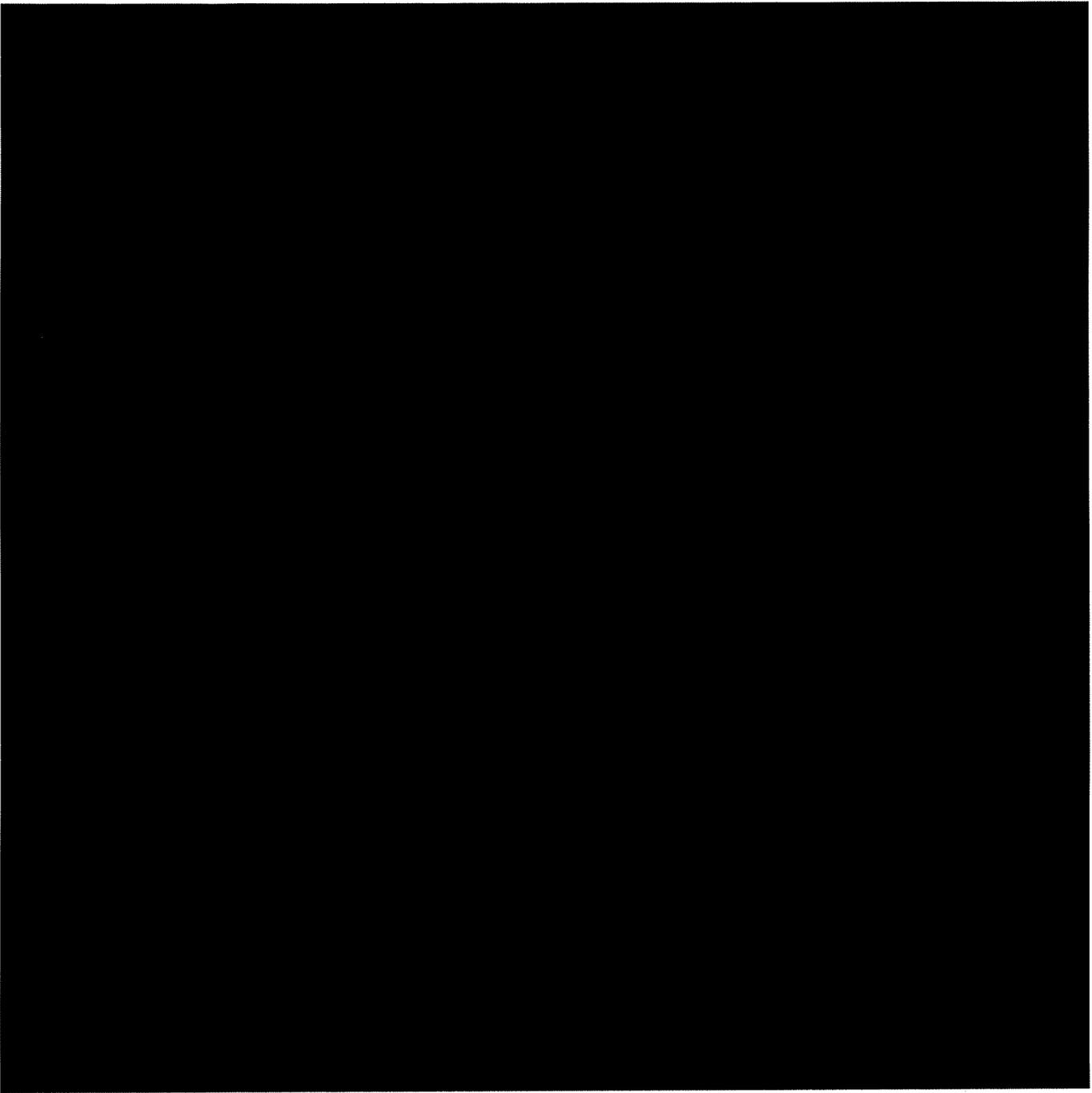
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3087258600

Number 3114

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Serial:3114 Amount:\$2,000.00 TranCode:0 RetReason:-





INTERVENTIONAL PAIN CENTER, PLLC
 10863 WILVISTA BLVD # 308
 MARYSTOWN, MN 55050

3120
 22 70187998

Pay to the Order of Wings \$ 600.00

Wings
 PROFESSIONAL
 Interventional Office
 11100 Greenway Blvd
 Minneapolis, MN 55426
 (612) 825-2470
 www.wingspain.com

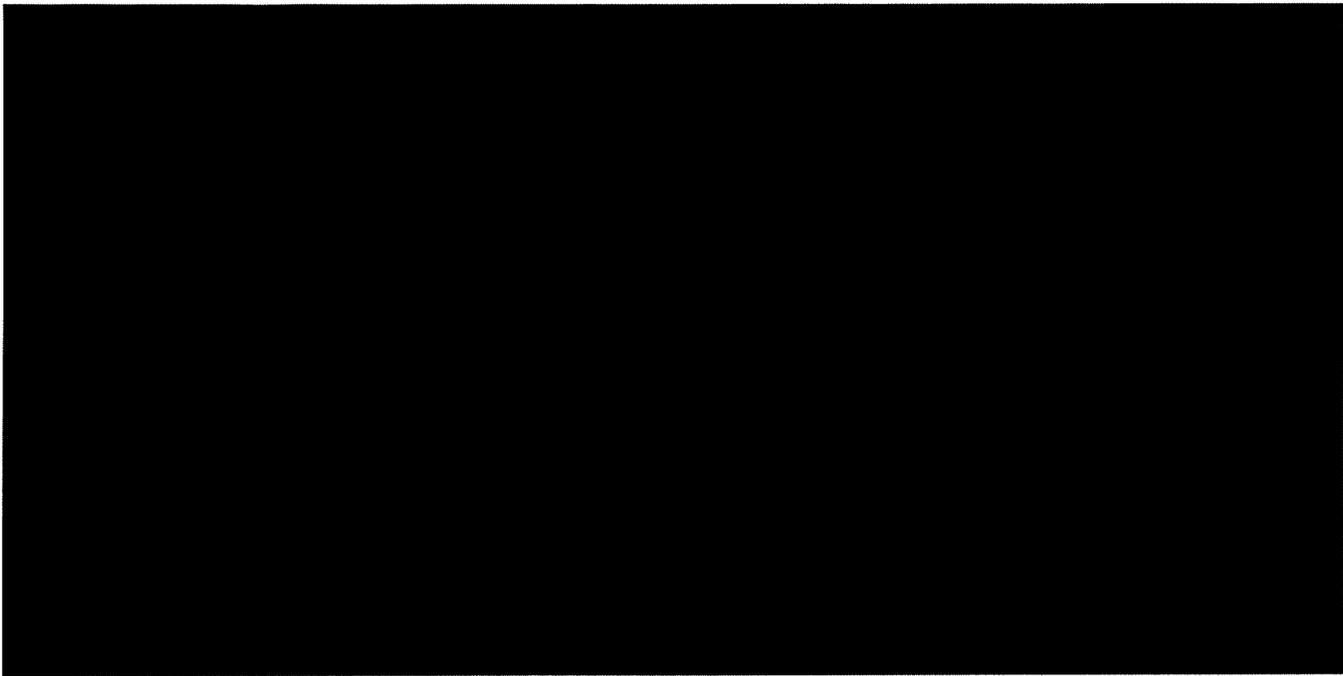
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0278 4797474019 825519609928 3120

1484119838

American Express





Serial:3125 Amount:\$5,000.00 TranCode:0 RetReason:-

INTERVENTIONAL PAIN CENTER, PLLC
12653 WAYZATA BLVD # 300
MANNING, MN 55333

3124
06/24/2015

Pay to the Order of Rejuva \$ 1,000.00

Wings FINANCIAL

Account: 9107474794

1484205585

Digitally signed by [Redacted]

ItemType:10 Date:06/24/2015 RT:296076152 Branch:0 Teller:0 Sequence:9018382 Account:9107474794
Serial:3124 Amount:\$1,000.00 TranCode:0 RetReason:-

INTERVENTIONAL PAIN CENTER, PLLC
12653 WAYZATA BLVD # 300
MANNING, MN 55333

3125
06/26/2015

Pay to the Order of Rejuva \$ 300.00

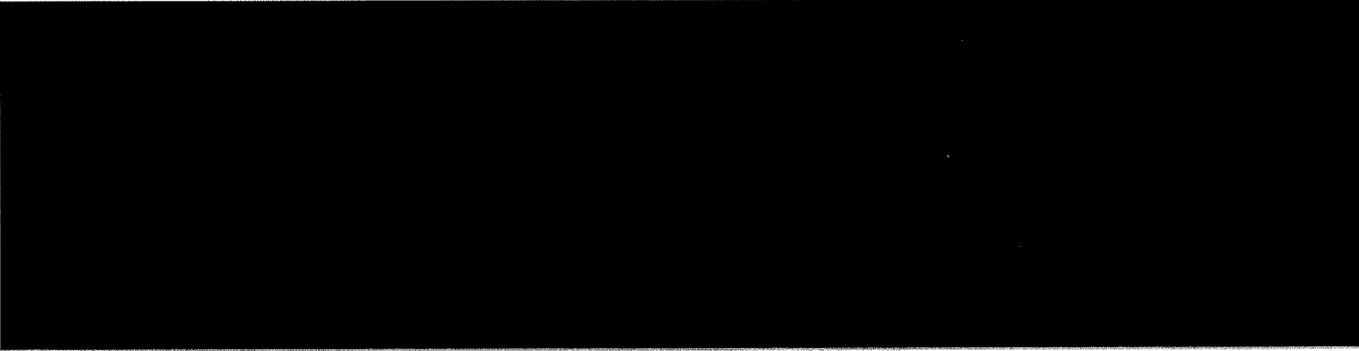
Wings FINANCIAL

Account: 9107474794

1484205585

Digitally signed by [Redacted]

ItemType:10 Date:06/26/2015 RT:296076152 Branch:0 Teller:0 Sequence:9001932 Account:9107474794
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REJUVA MEDICAL AND WELLNESS CENTER
10653 WAYZATA BLVD STE 200
MINNETONKA, MN 55305-1543

6022

DATE 6/26/15

PAY TO THE ORDER OF

IPC

\$ 4,000⁰⁰

four thousand & no

DOLLARS



Wells Fargo Bank, N.A.
Member FDIC
wellsfargo.com

FOR

[Signature]



Super-Lady's Acct #

Wings Financial CU

06/26/2015

INTERVENTIONAL PAIN CENTER, PLLC
10810 WATZATA BLVD # 100
ALPHARETTA, GA 30201

3129
77-011/2008

July 1, 2015

Pay to the order of TJ Jones \$ 2000.00

TJ Jones Cash

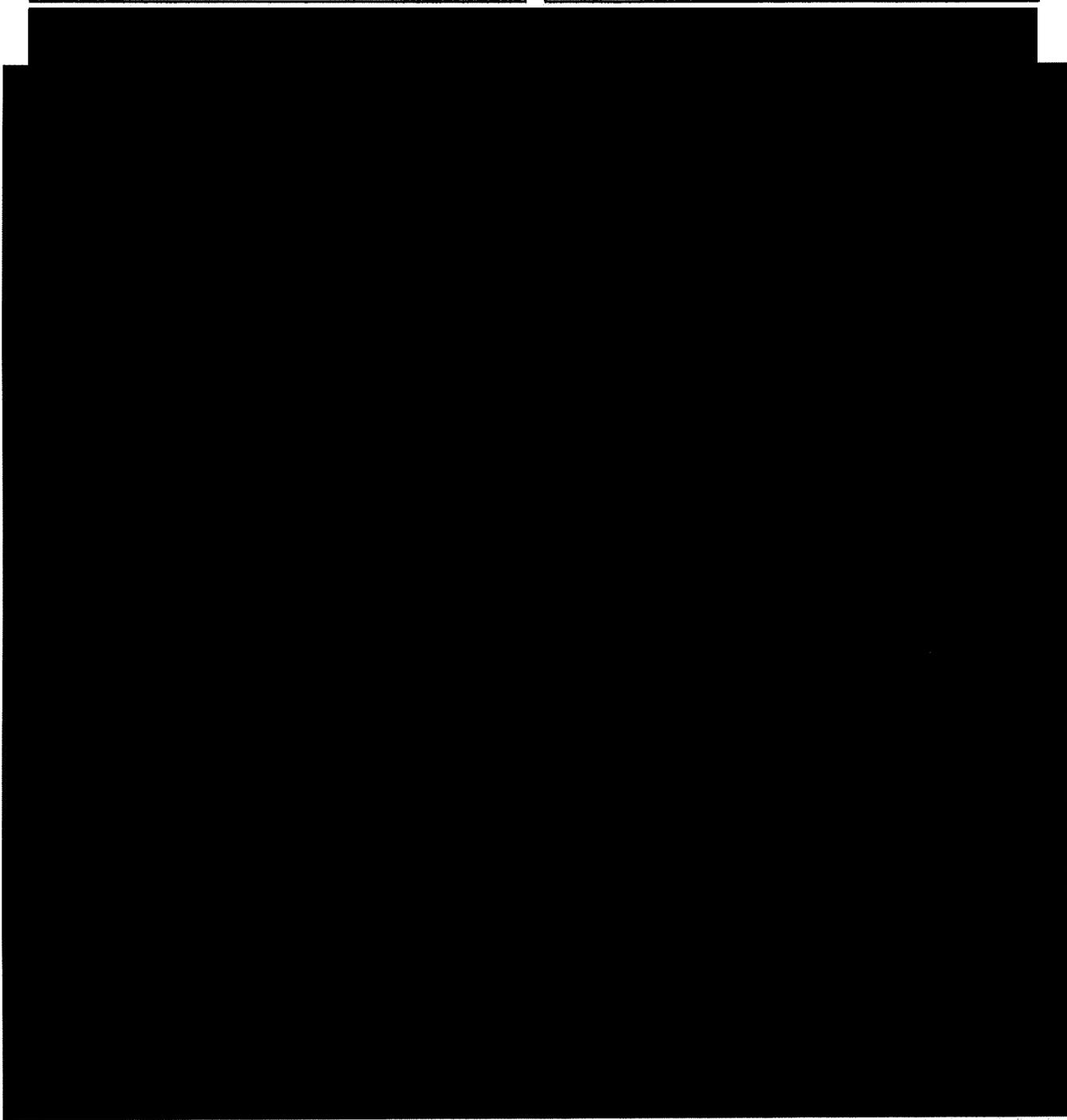
Wings FINANCIAL
18000000 Office
11112 Concession Road
Marietta, GA 30067
Phone: 770-427-1212
www.wingsfinancial.com

Name: _____

⑆2296078352⑆ 9107474794⑆ 3129

POSTAGE

By First-class Air Mail



REJUVA MEDICAL AND WELLNESS CENTER
10633 WAYZATA BLVD STE 200
MINNETONKA, MN 55305-1543

6028

DATE 7/6/15

PAY
TO THE
ORDER OF

IPC

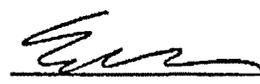
\$ 3960⁰⁰

Three Thousand nine hundred sixty & 00/100

DOLLARS

WELLS FARGO
Wells Fargo Bank, N.A.
Minnesota
wellsfargo.com

FOR LEAS



Direct Mail #



Wings Financial CU



07/06/2015

REJUVA MEDICAL AND WELLNESS CENTER
10653 WAYZATA BLVD STE 200
MINNETONKA, MN 55305-1543

6029

DATE 7/7/15

PAY TO THE ORDER OF IPC

\$ 100.00

one hundred & ^{no}/₁₀₀

DOLLARS



Wells Fargo Bank, NA
Minnesota
wellsfargo.com

FOR

[Signature]

Spended in Acct#

Wings Financial CU

07/07/2015

00

INTERVENTIONAL PAIN CENTER, PLLC
1003 WAYZATA BLVD # 200
MINNETONKA, MN 55305

3132
22 7/10/2015

7/10/15

Pay to the Order of Regina \$ 300.00
Therapist

Wings FINANCIAL
Minnetonka Office
11115 University Road
Minnetonka, MN 55305
7609940214
www.wingsfinancial.com

MEMO: _____

⑆296076152⑆ 9107474794⑆ 3132

1-03-42981182

Printed on Recycled Paper

ItemType:10 Date:07/10/2015 RT:296076152 Branch:0 Teller:0 Sequence:9002932 Account:9107474794
Serial:3132 Amount:\$300.00 TranCode:0 RetReason:-

INTERVENTIONAL PAIN CENTER, PLLC
1003 WAYZATA BLVD # 200
MINNETONKA, MN 55305

3133
22 7/13/2015

7/13/15

Pay to the Order of Regina \$ 300.00
Therapist

Wings FINANCIAL
Minnetonka Office
11115 University Road
Minnetonka, MN 55305
7609940214
www.wingsfinancial.com

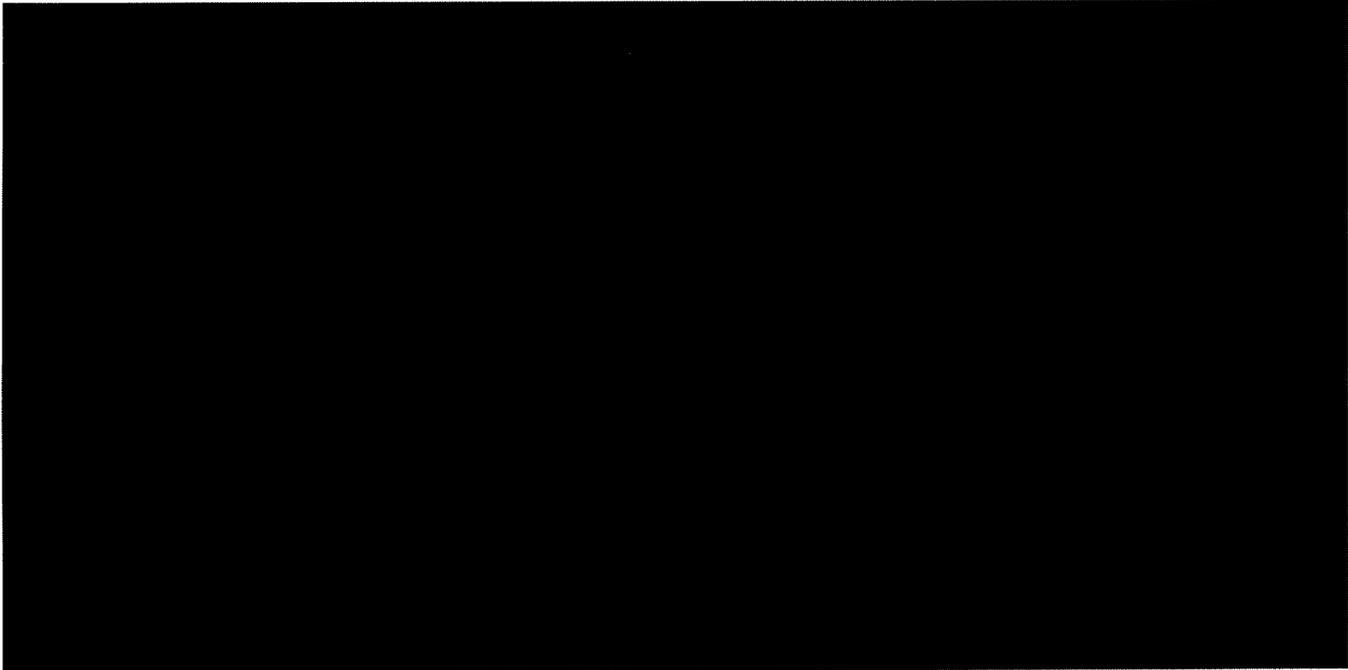
MEMO: _____

⑆296076152⑆ 9107474794⑆ 3133

338725533B

Printed on Recycled Paper

ItemType:10 Date:07/13/2015 RT:296076152 Branch:0 Teller:0 Sequence:9012632 Account:9107474794
Serial:3133 Amount:\$300.00 TranCode:0 RetReason:-



INTERVENTIONAL PAIN CENTER, PLLC
1003 WAYZATA BLVD # 200
MINNETONKA, MN 55305

3135
22 7/14/2015

7/14/15

Pay to the Order of Regina \$ 3,000.00
Therapist

Wings FINANCIAL
Minnetonka Office
11115 University Road
Minnetonka, MN 55305
7609940214
www.wingsfinancial.com

MEMO: _____

⑆296076152⑆ 9107474794⑆ 3135

33872556-10

Printed on Recycled Paper

ItemType:10 Date:07/14/2015 RT:296076152 Branch:0 Teller:0 Sequence:9036148 Account:9107474794
Serial:3135 Amount:\$3,000.00 TranCode:0 RetReason:-

REJUVA MEDICAL AND WELLNESS CENTER
10653 WAYZATA BLVD STE 200
MINNETONKA, MN 55305-1543

6032

DATE 7/10/15

PAY TO THE ORDER OF IPC

\$ 3000⁰⁰

Three thousand & ^{NO}/₁₀₀

DOLLARS



Wells Fargo Bank, NA
Minnetonka
wellsfargo.com

FOR

[Signature]

[Redacted]

Dispositioe in Act 27

Wings Financial CU

[Redacted]

07/10/2015

00

REJUVA MEDICAL AND WELLNESS CENTER
10853 WAYZATA BLVD STE 200
MINNETONKA, MN 55305-1543

6088

DATE 9/21/15

PAY
TO THE
ORDER OF

Inter-ventual Pain Center

\$ 1,000⁰⁰

one thousand & no

DOLLARS



Wells Fargo Bank, N.A.
Member FDIC
wellsfargo.com

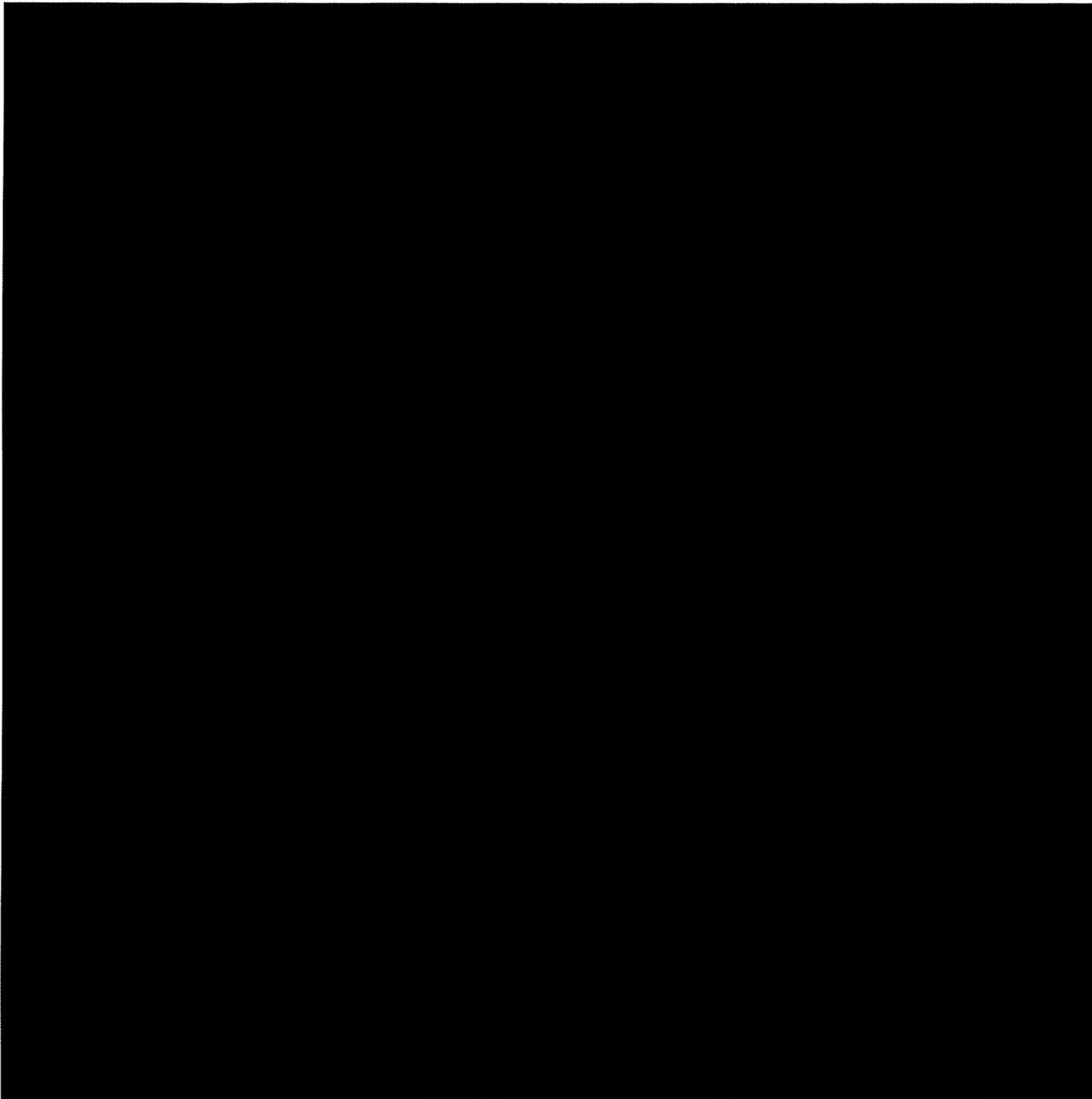
FOR LOAN FOR BILLS

[Handwritten Signature]

Specimen in Act 14

Wings Financial CU

09/21/2015



INTERVENTIONAL PAIN CENTER, PLLC
 10801 N.W. 12TH AVE. SUITE 900
 MIAMI, FLORIDA, 33150

3144
 ID: 7114790

7/28/15

Order of Rebecca Medical \$6,200.00
~~Ex Thru and thru~~

Wings Interventional Center
 11111 Collins Ave
 Suite 1000
 Miami, FL 33154

From First Insurance *lc*

777E #4947401F #251970922
 12296076152# 9107474794# 3144

1-888-259-2004

Debit Card



Exhibit 8

FedPayments ManagerSM -- Funds

Environment: Prod
Mode: Prod
Cycle Date: 02/18/2015
ABA: [REDACTED]
Service Unit: [REDACTED]
System Date/Time: 02/18/2015 15:15:09

Status: Completed
Create Time: 02/18/2015 14:12:17
IMAD: 20150218 QMGFT007 001735 02181514
OMAD: 20150218 B1QGC01R 044777 02181514
Message Type: Standard
Test/Prod: Prod

BASIC INFORMATION

Sender ABA {3100}: [REDACTED] WINGS FINANCIAL CU
Receiver ABA {3400}: [REDACTED] JP MORGAN CHASE
Amount {2000}: 4,000.00
Type Code {1510}: 1000 - Transfer of Funds
Business Function {3600}: CTR - Customer Transfer

ORIGINATOR INFORMATION

Originator {5000}
Name:
Address: .REJUVA MEDICAL CENTER
10652 WAYZATA BLVD
MINNETONKA MN 55305

Originator to Beneficiary Information {6000}
Text: REF: FOR JEREMY ANDERSON

BENEFICIARY INFORMATION

Beneficiary {4200}
ID Code:
Identifier: [REDACTED] D - DDA Account Number
Name: A. J. BRENT

Exhibit 9

26164



**BRADSHAW & BRYANT, PLLC
ATTORNEYS AT LAW**

CLIENT TRUST ACCOUNT
1505 DIVISION STREET
WAITE PARK, MN 56387

Bremer Bank

4150 2nd Street South
St. Cloud, MN 56301 • 320-656-3300
1-800-900-BANK or Bremer.com

EMV® Check Plus
Protection by Bank

7/1/2015

PAY TO THE
ORDER OF

Interventional Pain Center

\$ **5,000.00

Five Thousand and 00/100*****

DOLLARS

Interventional Pain Center
10653 Wayzata Boulevard #200
Minnetonka, MN 55305

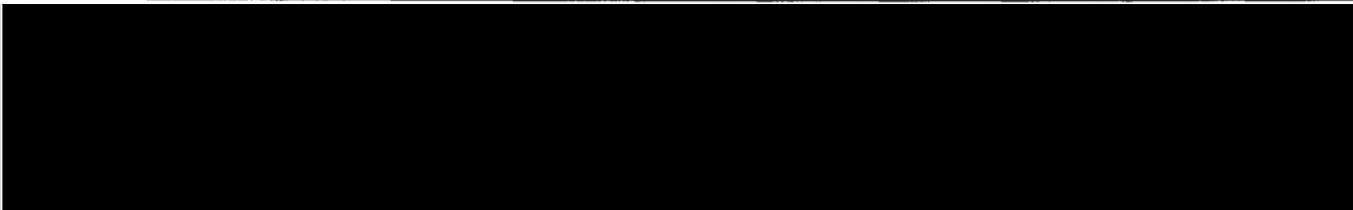


AUTHORIZED SIGNATURE

MEMO

G

Security Features. Details on back.



ENDORSE HERE
Deposited in Acct #
9107474794

Wings Financial CU

07/01/2015

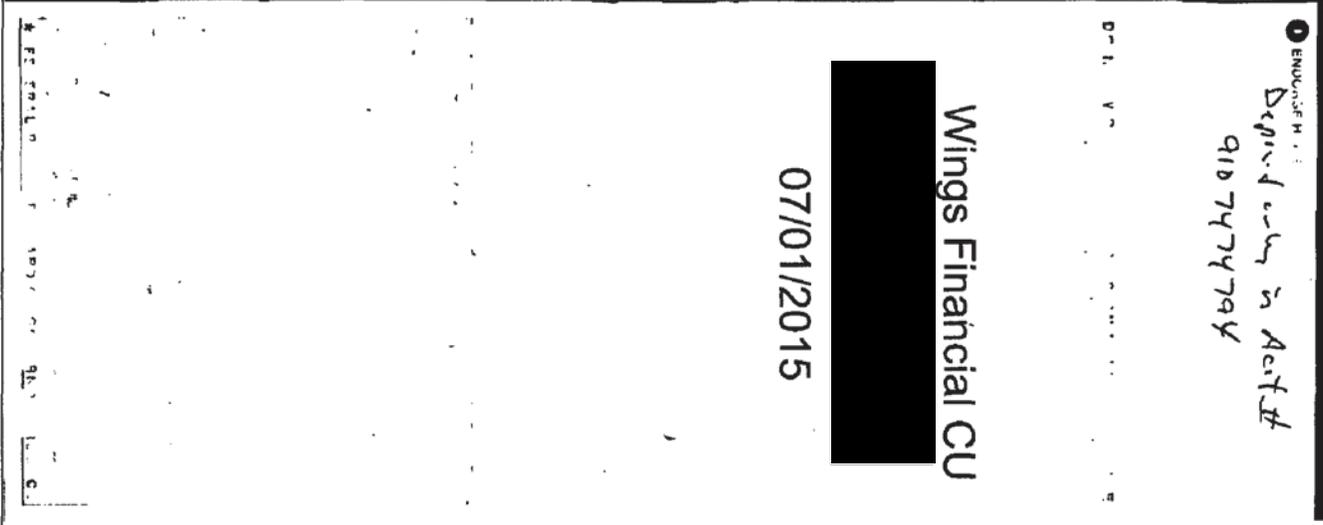


Exhibit 10

ASSIGNMENT OF MEDICAL RECEIVABLES (BK Value # 1)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 26th day of September, 2013, by and between Interventional Pain Center ("Assignor") and Tri-Med Corporation, the ("Assignee").

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

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

Assignor's Initials *of*

Assignee's Initials *[Signature]*

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Assignment (BK Value # 1) as of the date written above.

ASSIGNOR: Interventional Pain Center
10653 Wayzata Blvd suite 200
Minnetonka, MN 55305-1543

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

Signed By: 

Signed By: 

Printed name: Dr Chad Hill

Printed name: Anthony Nicholas, III

Title: Owner/Clinic Coordinator Date 9/24/13

Title: Secretary Treasurer Date 9/26/13

EXHIBIT A (BK Value # 1)

<u>PATIENT</u>	<u>OUTSTANDING MEDICAL CHARGES</u>	<u>PURCHASE PRICE</u>
Multiple patients	\$375,630.00	\$112,689.00 (30%)

(See Attached Exhibit A)

Assignor's Initials CA

Assignee's Initials 

Interventional Pain Center And DPS Combined book v Accumulated Funding 1 (AF1)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
		Medical	5/31/2013	\$ 340.00
		Medical	8/1/2013	\$ 425.00
		Medical	8/30/2013	\$ 255.00
		Medical	9/4/2013	\$ 375.00
		Medical	8/12/2013	\$ 340.00
		Medical	9/12/2013	\$ 255.00
		Medical	9/13/2013	\$ 425.00
		Medical	8/21/2013	\$ 425.00
		Medical	9/14/2013	\$ 3,650.00
		Medical	9/20/2013	\$ 3,775.00
		Medical	6/7/2013	\$ 981.00
		Medical	6/14/2013	\$ 255.00
		Medical	6/21/2013	\$ 1,765.00
		Medical	7/12/2013	\$ 375.00
		Medical	7/26/2013	\$ 2,557.00
		Medical	8/16/2013	\$ 2,567.00
		Medical	8/31/2013	\$ 4,756.00
		Medical	9/6/2013	\$ 255.00
		Medical	9/20/2013	\$ 3,625.00
		Medical	5/10/2013	\$ 255.00
		Medical	5/31/2013	\$ 255.00
		Medical	9/24/2013	\$ 425.00
		Medical	9/17/2013	\$ 425.00
		Medical	9/19/2013	\$ 425.00
		Medical	7/25/2013	\$ 425.00
		Medical	8/16/2013	\$ 2,799.00
		Medical	9/14/2013	\$ 3,795.00
		Medical	6/21/2013	\$ 946.00
		Medical	7/12/2013	\$ 375.00
		Medical	6/28/2013	\$ 340.00
		Medical	7/12/2013	\$ 3,526.00

Interventional Pain Center And DPS Combined book v Accumulated Funding 1 (AF1)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
		Medical	7/26/2013	\$ 255.00
		Medical	8/30/2013	\$ 425.00
		Medical	9/20/2013	\$ 3,019.00
		Medical	7/12/2013	\$ 7,253.00
		Medical	7/26/2013	\$ 375.00
		Medical	9/17/2013	\$ 425.00
		Medical	9/6/2013	\$ 425.00
		Medical	9/17/2013	\$ 425.00
		Medical	7/1/2013	\$ 425.00
		Medical	8/13/2013	\$ 425.00
		Medical	8/12/2013	\$ 425.00
		Medical	4/5/2013	\$ 340.00
		Medical	5/17/2013	\$ 340.00
		Medical	6/14/2013	\$ 2,938.00
		Medical	7/12/2013	\$ 375.00
		Medical	8/21/2013	\$ 425.00
		Medical	6/14/2013	\$ 656.00
		Medical	8/28/2013	\$ 375.00
		Medical	8/19/2013	\$ 425.00
		Medical	8/19/2013	\$ 425.00
		Medical	8/15/2013	\$ 425.00
		Medical	7/26/2013	\$ 375.00
		Medical	8/3/2013	\$ 7,167.50
		Medical	8/26/2013	\$ 375.00
		Medical	6/21/2013	\$ 340.00
		Medical	7/12/2013	\$ 375.00
		Medical	7/26/2013	\$ 2,592.00
		Medical	8/16/2013	\$ 3,448.00
		Medical	8/31/2013	\$ 4,781.00
		Medical	8/3/2013	\$ 5,282.50
		Medical	7/17/2013	\$ 425.00

Interventional Pain Center And DPS Combined book v Accumulated Funding 1 (AF1)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
[REDACTED]		Medical	9/12/2013	\$ 425.00
		Medical	9/13/2013	\$ 425.00
		Medical	9/6/2013	\$ 255.00
		Medical	7/12/2013	\$ 2,923.00
		Medical	7/26/2013	\$ 3,656.00
		Medical	8/3/2013	\$ 7,167.50
		Medical	8/15/2013	\$ 375.00
		Medical	8/3/2013	\$ 9,052.50
		Medical	8/15/2013	\$ 255.00
		Medical	7/17/2013	\$ 425.00
		Medical	7/26/2013	\$ 3,656.00
		Medical	8/3/2013	\$ 3,651.00
		Medical	8/16/2013	\$ 7,182.50
		Medical	8/29/2013	\$ 190.00
		[REDACTED]		Medical
Medical	8/31/2013			\$ 3,613.00
Medical	9/20/2013			\$ 3,377.00
Medical	8/16/2013			\$ 340.00
Medical	9/4/2013			\$ 425.00
Medical	8/13/2013			\$ 425.00
Medical	8/29/2013			\$ 425.00
Medical	9/20/2013			\$ 3,625.00
Medical	5/17/2013			\$ 340.00
Medical	8/23/2013			\$ 6,021.00
Medical	9/23/2013			\$ 375.00
Medical	9/14/2013			\$ 2,849.00
Medical	8/14/2013			\$ 425.00
Medical	5/31/2013			\$ 340.00
[REDACTED]				Medical
		Medical	7/12/2013	\$ 375.00
		Medical	7/26/2013	\$ 3,605.00

Interventional Pain Center And DPS Combined book v Accumulated Funding 1 (AF1)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
Medical			8/16/2013	\$ 3,625.00
Medical			9/14/2013	\$ 5,372.00
Medical			9/9/2013	\$ 425.00
Medical			7/25/2013	\$ 340.00
Medical			6/7/2013	\$ 340.00
Medical			7/21/2013	\$ 190.00
Medical			8/3/2013	\$ 7,167.50
Medical			8/16/2013	\$ 255.00
Medical			8/16/2013	\$ 9,052.50
Medical			9/6/2013	\$ 375.00
Medical			4/19/2013	\$ 747.00
Medical			5/10/2013	\$ 820.00
Medical			5/24/2013	\$ 340.00
Medical			9/23/2013	\$ 425.00
Medical			7/26/2013	\$ 425.00
Medical			8/3/2013	\$ 4,708.00
Medical			8/16/2013	\$ 2,824.00
Medical			8/31/2013	\$ 7,252.00
Medical			9/6/2013	\$ 375.00
Medical			7/19/2013	\$ 340.00
Medical			8/19/2013	\$ 425.00
Medical			9/17/2013	\$ 425.00
Medical			9/20/2013	\$ 2,762.00
Medical			7/2/2013	\$ 901.00
Medical			9/9/2013	\$ 425.00
Medical			8/19/2013	\$ 425.00
Medical			9/18/2013	\$ 425.00
Medical			9/12/2013	\$ 425.00
Medical			8/20/2013	\$ 425.00
Medical			8/23/2013	\$ 3,770.00
Medical			9/14/2013	\$ 3,620.00

Interventional Pain Center And DPS Combined book v Accumulated Funding 1 (AF1)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
		Medical	7/12/2013	\$ 425.00
		Medical	8/15/2013	\$ 425.00
		Medical	9/14/2013	\$ 3,019.00
		Medical	9/20/2013	\$ 3,775.00
		Medical	8/15/2013	\$ 425.00
		Medical	8/12/2013	\$ 425.00
		Medical	8/31/2013	\$ 3,613.00
		Medical	8/2/2013	\$ 425.00
		Medical	8/26/2013	\$ 425.00
		Medical	9/14/2013	\$ 9,813.00
		Medical	8/28/2013	\$ 425.00
		Medical	9/5/2013	\$ 425.00
		Medical	8/26/2013	\$ 425.00
		Medical	9/14/2013	\$ 425.00
		Medical	6/28/2013	\$ 340.00
		Medical	7/12/2013	\$ 375.00
		Medical	7/26/2013	\$ 2,802.00
		Medical	8/3/2013	\$ 2,824.00
		Medical	8/19/2013	\$ 255.00
		Medical	8/23/2013	\$ 7,149.00
		Medical	8/28/2013	\$ 375.00
		Medical	9/6/2013	\$ 140.00
		Medical	6/7/2013	\$ 425.00
		Medical	8/13/2013	\$ 425.00
		Medical	9/10/2013	\$ 255.00
		Medical	6/7/2013	\$ 425.00
		Medical	6/28/2013	\$ 2,938.00
		Medical	6/7/2013	\$ 255.00
		Medical	6/26/2013	\$ 190.00
		Medical	6/28/2013	\$ 2,452.00
		Medical	7/8/2013	\$ 375.00

Interventional Pain Center And DPS Combined book v Accumulated Funding 1 (AF1)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
		Medical	7/12/2013	\$ 2,666.00
		Medical	7/26/2013	\$ 2,572.00
		Medical	8/16/2013	\$ 4,671.50
		Medical	8/29/2013	\$ 190.00
		Medical	9/10/2013	\$ 425.00
		Medical	9/20/2013	\$ 3,820.00
		Medical	8/13/2013	\$ 425.00
		Medical	8/31/2013	\$ 4,086.00
		Medical	9/20/2013	\$ 3,775.00
		Medical	4/26/2013	\$ 340.00
		Medical	5/3/2013	\$ 255.00
		Medical	5/10/2013	\$ 481.00
		Medical	9/12/2013	\$ 425.00
		Medical	9/14/2013	\$ 3,650.00
		Medical	5/3/2013	\$ 425.00
		Medical	5/17/2013	\$ 255.00
		Medical	6/21/2013	\$ 946.00
		Medical	3/29/2013	\$ 591.00
		Medical	4/19/2013	\$ 255.00
		Medical	9/17/2013	\$ 425.00
		Medical	6/7/2013	\$ 340.00
		Medical	6/21/2013	\$ 255.00
		Medical	8/31/2013	\$ 340.00
		Medical	8/31/2013	\$ 20,166.00
		Medical	9/18/2013	\$ 425.00
		Medical	6/21/2013	\$ 340.00
		Medical	7/25/2013	\$ 425.00
		Medical	8/2/2013	\$ 971.00
		Medical	9/12/2013	\$ 375.00
		Medical	9/20/2013	\$ 918.00
		Medical	6/7/2013	\$ 425.00

Interventional Pain Center And DPS Combined book v Accumulated Funding 1 (AF1)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
		Medical	6/14/2013	\$ 2,941.00
		Medical	8/29/2013	\$ 425.00
		Medical	5/24/2013	\$ 340.00
		Medical	8/31/2013	\$ 12,987.00
		Medical	9/20/2013	\$ 12,987.00
		Medical	7/31/2013	\$ 425.00
		Medical	8/31/2013	\$ 255.00
		Medical	5/28/2013	\$ 425.00
		Medical	7/25/2013	\$ 425.00
		Medical	7/17/2013	\$ 425.00
		Medical	7/26/2013	\$ 1,747.00
		Medical	8/3/2013	\$ 2,849.00
		Medical	8/16/2013	\$ 7,159.00
		Medical	8/29/2013	\$ 375.00
		Medical	5/17/2013	\$ 340.00
		Medical	9/20/2013	\$ 425.00
		Medical	7/26/2013	\$ 4,671.50
		Medical	8/16/2013	\$ 375.00
		Medical	9/14/2013	\$ 3,019.00
		Medical	9/20/2013	\$ 3,775.00
TOTAL BOOK VALUE as at 9/20/2013				\$ 375,630.00

Count 206

Funded at

0.3

112,689.00

Exhibit 11

THE RABOIN LAW FIRM, LTD.
LAWYER TRUST ACCOUNT
P.O. BOX 2707
BAXTER, MN 56426

4208

DATE 9.24.15

PAY
TO THE
ORDER OF

Interventional Pain Center

\$ 4,000.00

Four Thousand & ⁰⁰/₁₀₀

DOLLARS

FRANSEN BANK & TRUST

www.franssenbank.com

FOR

[Redacted]

[Signature]

Security Features
Check on Back

by [Redacted] in Acct #

Wings Financial CU

09/28/2015

00

6567

HALL LAW P.A.
IOLTA TRUST ACCOUNT
1010 W SAINT GERMAIN ST STE 100
SAINT CLOUD, MN 56301-4108

DATE 9-23-15

PAY TO THE ORDER OF IPC

\$ 2,500.00

Two thousand five hundred and 00/100

DOLLARS

usbank. All of us serving you

VOID AFTER 180 DAYS

FOR

[Redacted]

Mike Hall
VP



Security Features

[Redacted]

Deposit Center Acct #

[Redacted]

Wings Financial CU

[Redacted]

09/28/2015

Exhibit 12

ASSIGNMENT OF MEDICAL RECEIVABLES (BK Value # 1)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 26th day of September, 2013, by and between Interventional Pain Center ("Assignor") and Tri-Med Corporation, the ("Assignee").

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

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

Assignor's Initials of

Assignee's Initials [Signature]

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

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

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

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

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

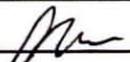
11. Governing Law. This Assignment shall be governed by the laws of the State of Florida without regard to the conflicts of law principles thereof.

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

IN WITNESS WHEREOF, the parties have executed this Assignment (BK Value # 1) as of the date written above.

ASSIGNOR: Interventional Pain Center
10653 Wayzata Blvd suite 200
Minnetonka, MN 55305-1543

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

Signed By: 

Signed By: 

Printed name: Dr Chad Hill

Printed name: Anthony Nicholas, III

Title: Owner/Clinic Coordinator Date 9/24/13

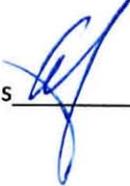
Title: Secretary Treasurer Date 9/26/13

EXHIBIT A (BK Value # 1)

<u>PATIENT</u>	<u>OUTSTANDING MEDICAL CHARGES</u>	<u>PURCHASE PRICE</u>
Multiple patients	\$375,630.00	\$112,689.00 (30%)

(See Attached Exhibit A)

Assignor's Initials ca

Assignee's Initials 

Interventional Pain Center And DPS Combined book v Accumulated Funding 1 (AF1)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
		Medical	5/31/2013	\$ 340.00
		Medical	8/1/2013	\$ 425.00
		Medical	8/30/2013	\$ 255.00
		Medical	9/4/2013	\$ 375.00
		Medical	8/12/2013	\$ 340.00
		Medical	9/12/2013	\$ 255.00
		Medical	9/13/2013	\$ 425.00
A	K	Medical	8/21/2013	\$ 425.00
A	K	Medical	9/14/2013	\$ 3,650.00
A	K	Medical	9/20/2013	\$ 3,775.00
		Medical	6/7/2013	\$ 981.00
		Medical	6/14/2013	\$ 255.00
		Medical	6/21/2013	\$ 1,765.00
		Medical	7/12/2013	\$ 375.00
		Medical	7/26/2013	\$ 2,557.00
		Medical	8/16/2013	\$ 2,567.00
		Medical	8/31/2013	\$ 4,756.00
		Medical	9/6/2013	\$ 255.00
		Medical	9/20/2013	\$ 3,625.00
		Medical	5/10/2013	\$ 255.00
		Medical	5/31/2013	\$ 255.00
		Medical	9/24/2013	\$ 425.00
		Medical	9/17/2013	\$ 425.00
		Medical	9/19/2013	\$ 425.00
		Medical	7/25/2013	\$ 425.00
		Medical	8/16/2013	\$ 2,799.00
		Medical	9/14/2013	\$ 3,795.00
		Medical	6/21/2013	\$ 946.00
		Medical	7/12/2013	\$ 375.00
		Medical	6/28/2013	\$ 340.00
		Medical	7/12/2013	\$ 3,526.00

Interventional Pain Center And DPS Combined book v Accumulated Funding 1 (AF1)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
		Medical	7/26/2013	\$ 255.00
		Medical	8/30/2013	\$ 425.00
		Medical	9/20/2013	\$ 3,019.00
		Medical	7/12/2013	\$ 7,253.00
		Medical	7/26/2013	\$ 375.00
		Medical	9/17/2013	\$ 425.00
		Medical	9/6/2013	\$ 425.00
		Medical	9/17/2013	\$ 425.00
		Medical	7/1/2013	\$ 425.00
		Medical	8/13/2013	\$ 425.00
		Medical	8/12/2013	\$ 425.00
		Medical	4/5/2013	\$ 340.00
		Medical	5/17/2013	\$ 340.00
		Medical	6/14/2013	\$ 2,938.00
		Medical	7/12/2013	\$ 375.00
		Medical	8/21/2013	\$ 425.00
		Medical	6/14/2013	\$ 656.00
		Medical	8/28/2013	\$ 375.00
		Medical	8/19/2013	\$ 425.00
		Medical	8/19/2013	\$ 425.00
		Medical	8/15/2013	\$ 425.00
		Medical	7/26/2013	\$ 375.00
		Medical	8/3/2013	\$ 7,167.50
		Medical	8/26/2013	\$ 375.00
		Medical	6/21/2013	\$ 340.00
		Medical	7/12/2013	\$ 375.00
		Medical	7/26/2013	\$ 2,592.00
		Medical	8/16/2013	\$ 3,448.00
		Medical	8/31/2013	\$ 4,781.00
		Medical	8/3/2013	\$ 5,282.50
		Medical	7/17/2013	\$ 425.00

Interventional Pain Center And DPS Combined book v Accumulated Funding 1 (AF1)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
		Medical	9/12/2013	\$ 425.00
		Medical	9/13/2013	\$ 425.00
		Medical	9/6/2013	\$ 255.00
		Medical	7/12/2013	\$ 2,923.00
		Medical	7/26/2013	\$ 3,656.00
		Medical	8/3/2013	\$ 7,167.50
		Medical	8/15/2013	\$ 375.00
		Medical	8/3/2013	\$ 9,052.50
		Medical	8/15/2013	\$ 255.00
		Medical	7/17/2013	\$ 425.00
		Medical	7/26/2013	\$ 3,656.00
		Medical	8/3/2013	\$ 3,651.00
		Medical	8/16/2013	\$ 7,182.50
		Medical	8/29/2013	\$ 190.00
		Medical	8/19/2013	\$ 425.00
		Medical	8/31/2013	\$ 3,613.00
		Medical	9/20/2013	\$ 3,377.00
		Medical	8/16/2013	\$ 340.00
		Medical	9/4/2013	\$ 425.00
		Medical	8/13/2013	\$ 425.00
		Medical	8/29/2013	\$ 425.00
		Medical	9/20/2013	\$ 3,625.00
		Medical	5/17/2013	\$ 340.00
		Medical	8/23/2013	\$ 6,021.00
		Medical	9/23/2013	\$ 375.00
		Medical	9/14/2013	\$ 2,849.00
		Medical	8/14/2013	\$ 425.00
		Medical	5/31/2013	\$ 340.00
		Medical	6/14/2013	\$ 3,927.50
		Medical	7/12/2013	\$ 375.00
		Medical	7/26/2013	\$ 3,605.00

Interventional Pain Center And DPS Combined book v Accumulated Funding 1 (AF1)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
		Medical	8/16/2013	\$ 3,625.00
		Medical	9/14/2013	\$ 5,372.00
		Medical	9/9/2013	\$ 425.00
		Medical	7/25/2013	\$ 340.00
		Medical	6/7/2013	\$ 340.00
		Medical	7/21/2013	\$ 190.00
		Medical	8/3/2013	\$ 7,167.50
		Medical	8/16/2013	\$ 255.00
		Medical	8/16/2013	\$ 9,052.50
		Medical	9/6/2013	\$ 375.00
		Medical	4/19/2013	\$ 747.00
		Medical	5/10/2013	\$ 820.00
		Medical	5/24/2013	\$ 340.00
		Medical	9/23/2013	\$ 425.00
		Medical	7/26/2013	\$ 425.00
		Medical	8/3/2013	\$ 4,708.00
		Medical	8/16/2013	\$ 2,824.00
		Medical	8/31/2013	\$ 7,252.00
		Medical	9/6/2013	\$ 375.00
		Medical	7/19/2013	\$ 340.00
		Medical	8/19/2013	\$ 425.00
		Medical	9/17/2013	\$ 425.00
		Medical	9/20/2013	\$ 2,762.00
		Medical	7/2/2013	\$ 901.00
		Medical	9/9/2013	\$ 425.00
		Medical	8/19/2013	\$ 425.00
		Medical	9/18/2013	\$ 425.00
		Medical	9/12/2013	\$ 425.00
		Medical	8/20/2013	\$ 425.00
		Medical	8/23/2013	\$ 3,770.00
		Medical	9/14/2013	\$ 3,620.00

Interventional Pain Center And DPS Combined book v Accumulated Funding 1 (AF1)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
		Medical	7/12/2013	\$ 425.00
		Medical	8/15/2013	\$ 425.00
		Medical	9/14/2013	\$ 3,019.00
		Medical	9/20/2013	\$ 3,775.00
		Medical	8/15/2013	\$ 425.00
		Medical	8/12/2013	\$ 425.00
		Medical	8/31/2013	\$ 3,613.00
		Medical	8/2/2013	\$ 425.00
		Medical	8/26/2013	\$ 425.00
		Medical	9/14/2013	\$ 9,813.00
		Medical	8/28/2013	\$ 425.00
		Medical	9/5/2013	\$ 425.00
		Medical	8/26/2013	\$ 425.00
		Medical	9/14/2013	\$ 425.00
		Medical	6/28/2013	\$ 340.00
		Medical	7/12/2013	\$ 375.00
		Medical	7/26/2013	\$ 2,802.00
		Medical	8/3/2013	\$ 2,824.00
		Medical	8/19/2013	\$ 255.00
		Medical	8/23/2013	\$ 7,149.00
		Medical	8/28/2013	\$ 375.00
		Medical	9/6/2013	\$ 140.00
		Medical	6/7/2013	\$ 425.00
		Medical	8/13/2013	\$ 425.00
		Medical	9/10/2013	\$ 255.00
		Medical	6/7/2013	\$ 425.00
		Medical	6/28/2013	\$ 2,938.00
		Medical	6/7/2013	\$ 255.00
		Medical	6/26/2013	\$ 190.00
		Medical	6/28/2013	\$ 2,452.00
		Medical	7/8/2013	\$ 375.00

Interventional Pain Center And DPS Combined book v Accumulated Funding 1 (AF1)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
		Medical	7/12/2013	\$ 2,666.00
		Medical	7/26/2013	\$ 2,572.00
		Medical	8/16/2013	\$ 4,671.50
		Medical	8/29/2013	\$ 190.00
		Medical	9/10/2013	\$ 425.00
		Medical	9/20/2013	\$ 3,820.00
		Medical	8/13/2013	\$ 425.00
		Medical	8/31/2013	\$ 4,086.00
		Medical	9/20/2013	\$ 3,775.00
		Medical	4/26/2013	\$ 340.00
		Medical	5/3/2013	\$ 255.00
		Medical	5/10/2013	\$ 481.00
		Medical	9/12/2013	\$ 425.00
		Medical	9/14/2013	\$ 3,650.00
		Medical	5/3/2013	\$ 425.00
		Medical	5/17/2013	\$ 255.00
		Medical	6/21/2013	\$ 946.00
		Medical	3/29/2013	\$ 591.00
		Medical	4/19/2013	\$ 255.00
		Medical	9/17/2013	\$ 425.00
		Medical	6/7/2013	\$ 340.00
		Medical	6/21/2013	\$ 255.00
		Medical	8/31/2013	\$ 340.00
		Medical	8/31/2013	\$ 20,166.00
		Medical	9/18/2013	\$ 425.00
		Medical	6/21/2013	\$ 340.00
		Medical	7/25/2013	\$ 425.00
		Medical	8/2/2013	\$ 971.00
		Medical	9/12/2013	\$ 375.00
		Medical	9/20/2013	\$ 918.00
		Medical	6/7/2013	\$ 425.00

Interventional Pain Center And DPS Combined book v Accumulated Funding 1 (AF1)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
		Medical	6/14/2013	\$ 2,941.00
		Medical	8/29/2013	\$ 425.00
		Medical	5/24/2013	\$ 340.00
		Medical	8/31/2013	\$ 12,987.00
		Medical	9/20/2013	\$ 12,987.00
		Medical	7/31/2013	\$ 425.00
		Medical	8/31/2013	\$ 255.00
		Medical	5/28/2013	\$ 425.00
		Medical	7/25/2013	\$ 425.00
		Medical	7/17/2013	\$ 425.00
		Medical	7/26/2013	\$ 1,747.00
		Medical	8/3/2013	\$ 2,849.00
		Medical	8/16/2013	\$ 7,159.00
		Medical	8/29/2013	\$ 375.00
		Medical	5/17/2013	\$ 340.00
		Medical	9/20/2013	\$ 425.00
		Medical	7/26/2013	\$ 4,671.50
		Medical	8/16/2013	\$ 375.00
		Medical	9/14/2013	\$ 3,019.00
		Medical	9/20/2013	\$ 3,775.00
				\$ -
Total Book value as at 9/26/2013				375,630.00

Count 206

Funded at

0.3

112,689.00

ASSIGNMENT OF MEDICAL RECEIVABLES (BK Value # 4)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 26th day of November, 2013, by and between Interventional Pain Center ("Assignor") and Tri-Med Corporation, the ("Assignee").

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

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

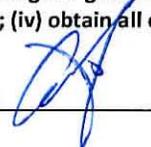
4. **Payment.** In consideration of this Assignment, Assignee shall pay to Assignor the sum set out in Exhibit A upon the execution and delivery hereof.

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

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

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

Assignor's Initials OH

Assignee's Initials 

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Assignment (BK Value # 4) as of the date written above.

ASSIGNOR: Interventional Pain Center
10653 Wayzata Blvd suite 200
Minnetonka, MN 55305-1543

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

Signed By: 

Signed By: 

Printed name: Dr Chad Hill

Printed name: Anthony Nicholas, III

Title: Owner/Clinic Coordinator Date: 1/24/13

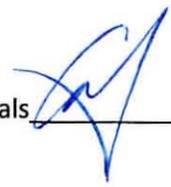
Title: Secretary Treasurer Date: 1/26/13

EXHIBIT A (BK Value # 4)

<u>PATIENT</u>	<u>OUTSTANDING MEDICAL CHARGES</u>	<u>PURCHASE PRICE</u>
Multiple patients	\$ 71,381.40	\$ 25,000.00 (35%)

(See Attached Exhibit A)

Assignor's Initials CH

Assignee's Initials 

Interventional Pain Center book value

Accumulated Funding 4 (AF4)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
		Medical	10/18/2013	\$ 425.00
		Medical	11/1/2013	\$ 1,922.60
		Medical	11/9/2013	\$ 2,755.10
		Medical	11/15/2013	\$ 3,433.00
		Medical	9/25/2013	\$ 580.00
		Medical	10/26/2013	\$ 3,850.50
		Medical	11/9/2013	\$ 2,856.50
		Medical	10/26/2013	\$ 3,580.00
		Medical	10/3/2013	\$ 255.00
A	K	Medical	10/12/2013	\$ 5,430.00
A	K	Medical	10/26/2013	\$ 255.00
		Medical	10/5/2013	\$ 2,992.60
		Medical	10/12/2013	\$ 7,355.00
		Medical	10/23/2013	\$ 255.00
		Medical	11/1/2013	\$ 1,469.60
		Medical	11/9/2013	\$ 1,889.60
		Medical	11/15/2013	\$ 3,101.50
		Medical	9/24/2013	\$ 580.00
		Medical	10/5/2013	\$ 3,019.00
		Medical	10/12/2013	\$ 1,770.00
		Medical	10/26/2013	\$ 3,510.00
		Medical	11/13/2013	\$ 375.00
		Medical	11/1/2013	\$ 1,922.60
		Medical	11/15/2013	\$ 1,885.10
		Medical	12/2/2013	\$ 255.00
		Medical	11/7/2013	\$ 580.00
		Medical	9/28/2013	\$ 7,275.00
		Medical	10/31/2013	\$ 580.00
		Medical	10/5/2013	\$ 425.00
		Medical	10/26/2013	\$ 2,015.60
		Medical	11/8/2013	\$ 580.00
		Medical	11/23/2013	\$ 2,788.10

Interventional Pain Center book value

Accumulated Funding 4 (AF4)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
[REDACTED]		Medical	10/24/2013	\$ 255.00
[REDACTED]		Medical	11/8/2013	\$ 580.00
[REDACTED]		Medical	11/22/2013	\$ 580.00

Total Book value as at 12/5/2013

71,381.40

Count 35

Funded at

0.35		24,983.49
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ASSIGNMENT OF MEDICAL RECEIVABLES (BK Value # 10)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 12th day of February, 2014, by and between Interventional Pain Center ("Assignor") and Tri-Med Corporation, the ("Assignee").

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

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

Assignor's Initials CH

Assignee's Initials 

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Assignment (BK Value # 10) as of the date written above.

ASSIGNOR: Interventional Pain Center
10653 Wayzata Blvd suite 200
Minnetonka, MN 55305-1543

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

Signed By: *CH*

Signed By: *[Signature]*

Printed name: Dr Chad Hill

Printed name: Anthony Nicholas, III

Title: Owner/Coordinator Date 2/12/14

Title: Secretary Treasurer Date 2/12/14

EXHIBIT A (BK Value # 10)

<u>PATIENT</u>	<u>OUTSTANDING MEDICAL CHARGES</u>	<u>PURCHASE PRICE</u>
Multiple patients	\$ 140,000.20	\$ 70,000.00 (50%)

(See Attached Exhibit A)

Assignor's Initials *CH*

Assignee's Initials *[Signature]*

Interventional Pain Center book value

Accumulated Funding 10 (AF10)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
		Medical	2/26/2014	\$ 4,888.50
		Medical	2/8/2014	\$ 5,070.00
		Medical	2/8/2014	\$ 2,509.10
		Medical	2/26/2014	\$ 6,911.50
		Medical	2/22/2014	\$ 2,536.10
		Medical	2/8/2014	\$ 1,452.10
		Medical	2/26/2014	\$ 2,540.50
		Medical	2/8/2014	\$ 1,379.60
		Medical	2/22/2014	\$ 3,017.50
		Medical	2/22/2014	\$ 2,279.10
		Medical	2/22/2014	\$ 2,536.10
		Medical	2/8/2014	\$ 2,259.10
		Medical	2/8/2014	\$ 2,290.60
		Medical	2/26/2014	\$ 2,474.00
		Medical	1/17/2014	\$ 3,003.50
		Medical	1/3/2014	\$ 2,279.60
		Medical	1/17/2014	\$ 2,252.10
		Medical	2/8/2014	\$ 4,277.50
		Medical	2/8/2014	\$ 2,358.00
		Medical	12/21/2013	\$ 3,026.50
M	K	Medical	1/3/2014	\$ 4,892.00
		Medical	12/6/2013	\$ 2,252.10
		Medical	1/3/2014	\$ 2,495.50
		Medical	1/10/2014	\$ 2,514.00
		Medical	1/25/2014	\$ 4,895.50
		Medical	2/22/2014	\$ 2,564.60
		Medical	12/6/2013	\$ 4,292.00
		Medical	2/22/2014	\$ 2,536.10
		Medical	1/3/2014	\$ 1,441.60
		Medical	1/24/2014	\$ 1,442.60
		Medical	2/8/2014	\$ 2,569.50
		Medical	2/26/2014	\$ 2,618.00

ASSIGNMENT OF MEDICAL RECEIVABLES (BK Value # 11)

THIS ASSIGNMENT OF MEDICAL RECEIVABLES (this "Assignment") is made this 26th day of February, 2014, by and between Interventional Pain Center ("Assignor") and Tri-Med Corporation, the ("Assignee").

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

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

Assignor's Initials *AI*

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

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

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

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

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

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

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

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

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

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

Assignee's Initials *TM*

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

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

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

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

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

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

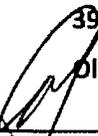
12. Assignment. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Assignee and any successor or assign thereof may at any time assign or transfer any of its rights or obligations hereunder without notice to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

IN WITNESS WHEREOF, the parties have executed this Assignment (BK Value # 11) as of the date written above.

ASSIGNOR: Interventional Pain Center
10653 Wayzata Blvd suite 200
Minnetonka, MN 55305-1543

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

Signed By: 

Signed By: 

Printed name: Dr Chad Hill

Printed name: Anthony Nicholas, III

Title: Owner/Coordinator Date 2/26/14

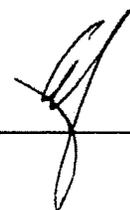
Title: Secretary Treasurer Date 2/26/14

EXHIBIT A (BK Value # 11)

<u>PATIENT</u>	<u>OUTSTANDING MEDICAL CHARGES</u>	<u>PURCHASE PRICE</u>
Multiple patients	\$100,099.00	\$ 50,000.00 (50%)

(See Attached Exhibit A)

Assignor's Initials CH

Assignee's Initials 

Interventional Pain Center book value Accumulated Funding 11 (AF11)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
Medical			2/12/2014	\$ 580.00
Medical			2/25/2014	\$ 890.00
Medical			2/10/2014	\$ 410.00
Medical			2/19/2014	\$ 255.00
Medical			2/24/2014	\$ 285.00
Medical			2/7/2014	\$ 580.00
Medical			2/13/2014	\$ 425.00
Medical			2/20/2014	\$ 580.00
Medical			2/18/2014	\$ 580.00
Medical			2/22/2014	\$ 580.00
Medical			2/7/2014	\$ 190.00
Medical			2/8/2014	\$ 255.00
Medical			2/12/2014	\$ 580.00
Medical			3/3/2014	\$ 345.00
Medical			2/7/2014	\$ 255.00
Medical			2/12/2014	\$ 580.00
Medical			2/7/2014	\$ 255.00
Medical			2/25/2014	\$ 410.00
Medical			2/10/2014	\$ 410.00
Medical			2/11/2014	\$ 410.00
Medical			2/6/2014	\$ 580.00
Medical			2/10/2014	\$ 410.00
Medical			2/19/2014	\$ 255.00
Medical			3/3/2014	\$ 580.00
Medical			2/5/2014	\$ 410.00
Medical			2/7/2014	\$ 190.00
Medical			2/6/2014	\$ 580.00
Medical			1/20/2014	\$ 580.00
Medical			1/2/2014	\$ 255.00
Medical			2/17/2014	\$ 255.00
Medical			2/6/2014	\$ 580.00
Medical			2/10/2014	\$ 345.00

Interventional Pain Center book value Accumulated Funding 11 (AF11)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
M	K	Medical	12/23/2013	\$ 410.00
		Medical	12/11/2013	\$ 580.00
		Medical	2/6/2014	\$ 255.00
		Medical	2/8/2014	\$ 440.00
		Medical	1/2/2014	\$ 150.00
		Medical	12/20/2013	\$ 580.00
		Medical	2/24/2014	\$ 495.00
		Medical	2/28/2014	\$ 516.00
		Medical	2/26/2014	\$ 939.00
		Medical	2/3/2014	\$ 580.00
		Medical	12/20/2013	\$ 255.00
		Medical	12/23/2013	\$ 580.00
		Medical	12/18/2013	\$ 255.00
		Medical	2/5/2014	\$ 255.00
		Medical	2/5/2014	\$ 255.00
		Medical	2/14/2014	\$ 580.00
		Medical	12/11/2013	\$ 580.00
		Medical	1/22/2014	\$ 410.00
		Medical	1/14/2014	\$ 285.00
		Medical	2/28/2014	\$ 741.00
		Medical	12/19/2013	\$ 255.00
		Medical	2/19/2014	\$ 255.00
		Medical	1/14/2014	\$ 425.00
		Medical	12/12/2013	\$ 255.00
		Medical	1/31/2014	\$ 132.00
		Medical	2/5/2014	\$ 580.00
		Medical	2/24/2014	\$ 285.00
		Medical	1/20/2014	\$ 255.00
		Medical	2/22/2014	\$ 255.00
		Medical	12/9/2013	\$ 410.00
		Medical	12/12/2013	\$ 375.00
		Medical	2/18/2014	\$ 410.00

Interventional Pain Center book value Accumulated Funding 11 (AF11)

LastName	FirstName	Med or Chiro	DOS	Retail - Initial Total Charges
Medical			1/21/2014	\$ 255.00
Medical			1/24/2014	\$ 4,281.00
Medical			2/6/2014	\$ 255.00
Medical			12/11/2013	\$ 2,934.00
Medical			12/23/2013	\$ 255.00
Medical			1/10/2014	\$ 2,273.60
Medical			1/25/2014	\$ 2,278.60
Medical			2/22/2014	\$ 4,201.00
Medical			2/10/2014	\$ 580.00
Medical			2/6/2014	\$ 580.00
Medical			1/24/2014	\$ 580.00
Medical			1/2/2014	\$ 495.00
Medical			1/29/2014	\$ 580.00
Medical			12/21/2013	\$ 4,277.50
Medical			1/2/2014	\$ 255.00
Medical			2/17/2014	\$ 255.00
Medical			12/20/2013	\$ 2,998.00
Medical			1/2/2014	\$ 255.00
Medical			1/17/2014	\$ 1,446.60
Medical			1/24/2014	\$ 3,007.00
Medical			2/13/2014	\$ 255.00
Medical			1/17/2014	\$ 410.00
Medical			2/26/2014	\$ 5,070.00
Medical			12/20/2013	\$ 415.00
Medical			1/3/2014	\$ 190.00
Medical			1/17/2014	\$ 639.00
Medical			1/17/2014	\$ 132.00
Medical			1/31/2014	\$ 60.00
Medical			2/7/2014	\$ 255.00
Medical			2/11/2014	\$ 425.00
Medical			2/26/2014	\$ 2,519.10
Medical			3/3/2014	\$ 255.00

Interventional Pain Center book value

Accumulated Funding 11 (AF11)

LastName	FirstName	Med/or/Chro	DOS	Retail - Initial Total Charges
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Total Book value as at

100,226.80

Count 125

Funded at

0.5	35,079.38
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Exhibit 13

HIS 10/22/15 ND 9107474794

INTERVENTIONAL PAIN CENTER PLLC

TOTAL DEBITS : 5 11994.18

TOTAL CREDITS : 3 7733.40

ALL TRANSACTIONS BY DATE

STATEMENT DATE : 10/22/15

TR-DT	EF-DT	TRCD/DESCRIPTION	NONCK	AMOUNT	BALANCE
09/21/15		BALANCE FORWARD ----->			4571.03
09/21/15	09/21/15	DD1 DEPOSIT	*	1000.00	5571.03
09/21/15	09/21/15	DD1 DEPOSIT	*	233.40	5804.43
09/21/15	09/21/15	SC@ SERVICE CHARGE	*	12.00	5792.43
09/23/15	09/23/15	CW0 CHECK NUMBER	3150	470.18	5322.25
09/24/15	09/24/15	CW0 CHECK NUMBER	3148	5300.00	22.25
09/28/15	09/28/15	DD1 DEPOSIT	*	6500.00	6522.25
09/29/15	09/29/15	CW0 CHECK NUMBER	3144	6200.00	322.25
09/30/15	09/30/15	ID@ INTEREST PAID	*	0.00	322.25
10/21/15	10/21/15	SC@ SERVICE CHARGE	*	12.00	310.25

Account Statement 9-21-15 through 10-21-15

Exhibit 14

INTERVENTIONAL PAIN CENTER, PLLC
1680 J WYAZATA BLVD # 200
MINNETONKA, MN 55305

3144
22 2815 0960

9/25/15 Date

Pay to the Order of Regina Medical \$ 6,200.00
5 x Thousand two hundred & 00/100 Dollars

Wings
FINANCIAL

Minnesota Office
11110 Greenbrier Road
Minnetonka, MN 55305
1-800-690-2274
www.wingsfinancial.com

Memo: Final payment
⑆296076152⑆ 9107474794⑆ 3144

Resist in Act 7

Exhibit 15

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.

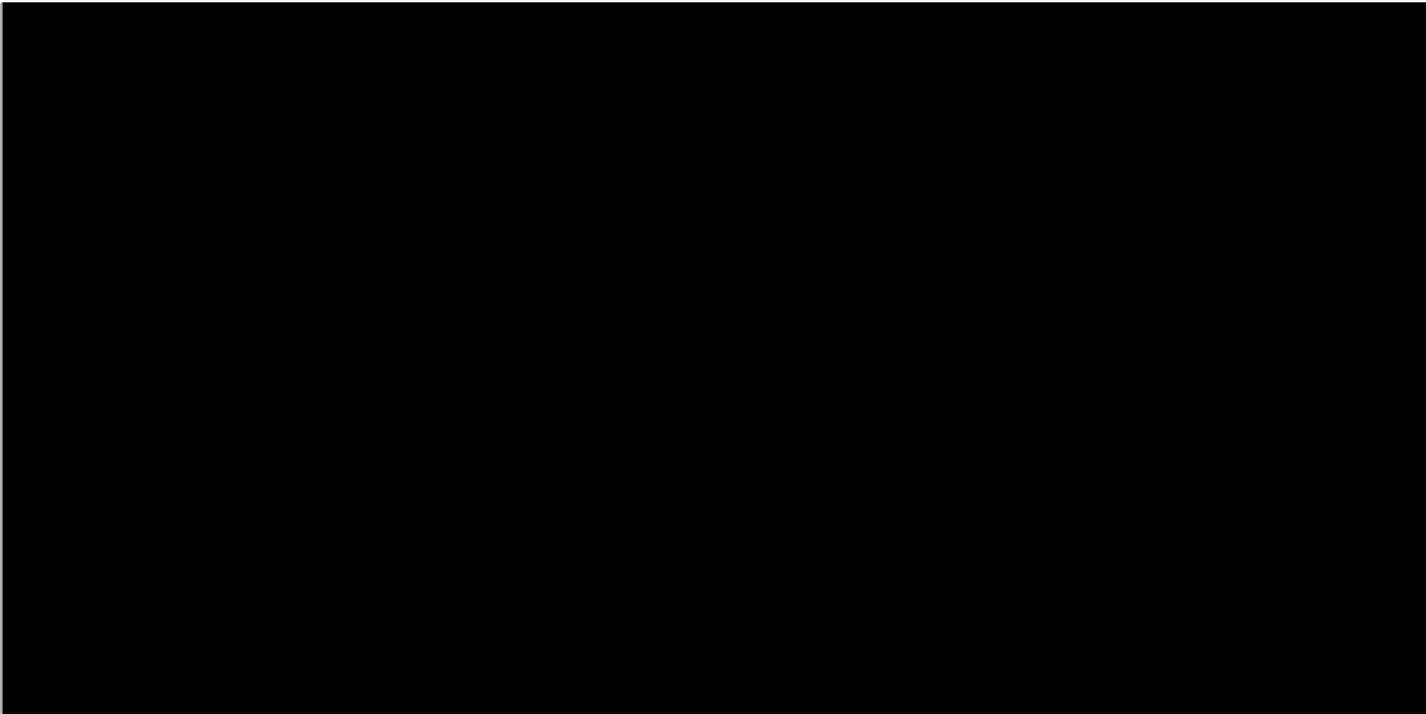
11 A. Okay.

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 16



INTERVENTIONAL PAIN CENTER, PLLC
18053 WATZATA RD, SUITE 200
MINNETONKA, MN 55305

3113
88-70150960

5/15/15

PAY TO THE
ORDER OF Jesse Plosser \$ 283.⁰⁹

Timothy J. Plosser, MD

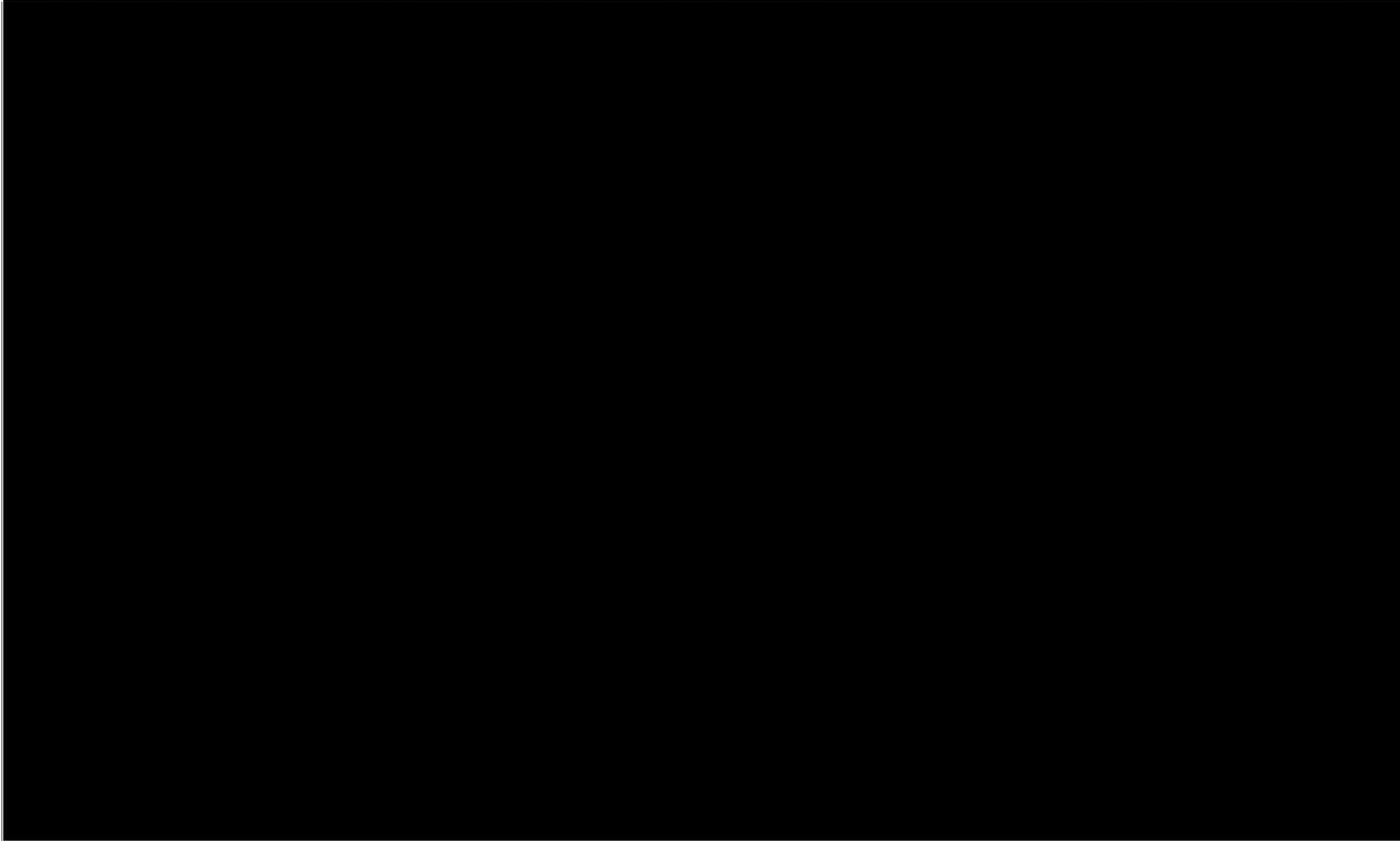
Wings Financial
Member Since
11155 Grandview Street
Minnetonka, MN 55305
1.800.652.7274
www.wingsfinancial.com

MEMO: Pay to the states

⑆ 296076158⑆ 9807474794⑆ 3113

Personal Checks

J. Plosser



INTERVENTIONAL PAIN CENTER, PLLC
12653 WAZZATA BLVD # 200
MINNETONKA, MN 55305

3118
22-76107960

6/16/15 Date

Pay to the Order of Jesse Pliska \$ 1250.00

Central Health Care, LLC Bill Pay

Wings
FINANCIAL

Minnetonka Office
11113 Grandview Blvd
Minnetonka, MN 55305
1.800.636.2774
www.wingsfinancial.com

Memo: _____

⑆296076152⑆ 9107474794⑆ 3118



Jesse Pliska

INTERVENTIONAL PAIN CENTER, PLLC
 10803 WATZGATA BLVD # 210
 MINNETONKA, MN 55305

3121
22-78152960

6/15/15 Date

Pay to the Jesse Ploeg \$ 450.00
 Order of For balance of pay Dollars

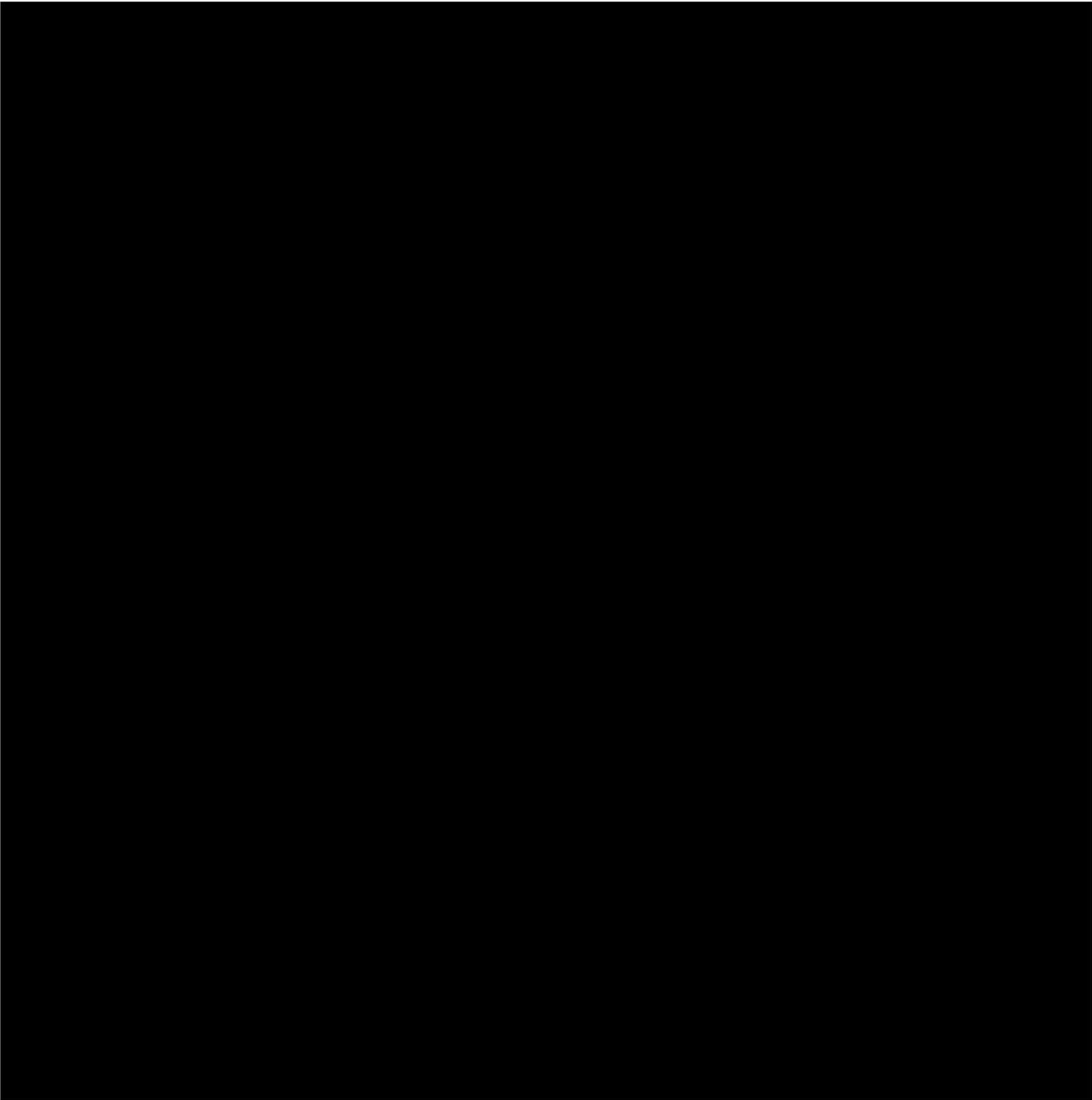
Wings FINANCIAL
 Minneapolis Office
 21110 Glenview Road
 Minneapolis, MN 55405
 1-800-850-2274
 www.wingsfinancial.com

Memo 2-1

⑆ 296076152⑆ 9107474794⑆ 3121



ItemType:10 Date:06/16/2015 RT:296076152 Branch:0 Teller:0 Sequence:9077942 Account:9107474794
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INTERVENTIONAL PAIN CENTER, PLLC
10633 WAYSATA BLVD # 200
MINNETONKA, MN 55305

3128
Z: 78160980

Pay to the Order of Jessa Plass \$ 1250.00
on hand to be handled by 

Wings
FINANCIAL

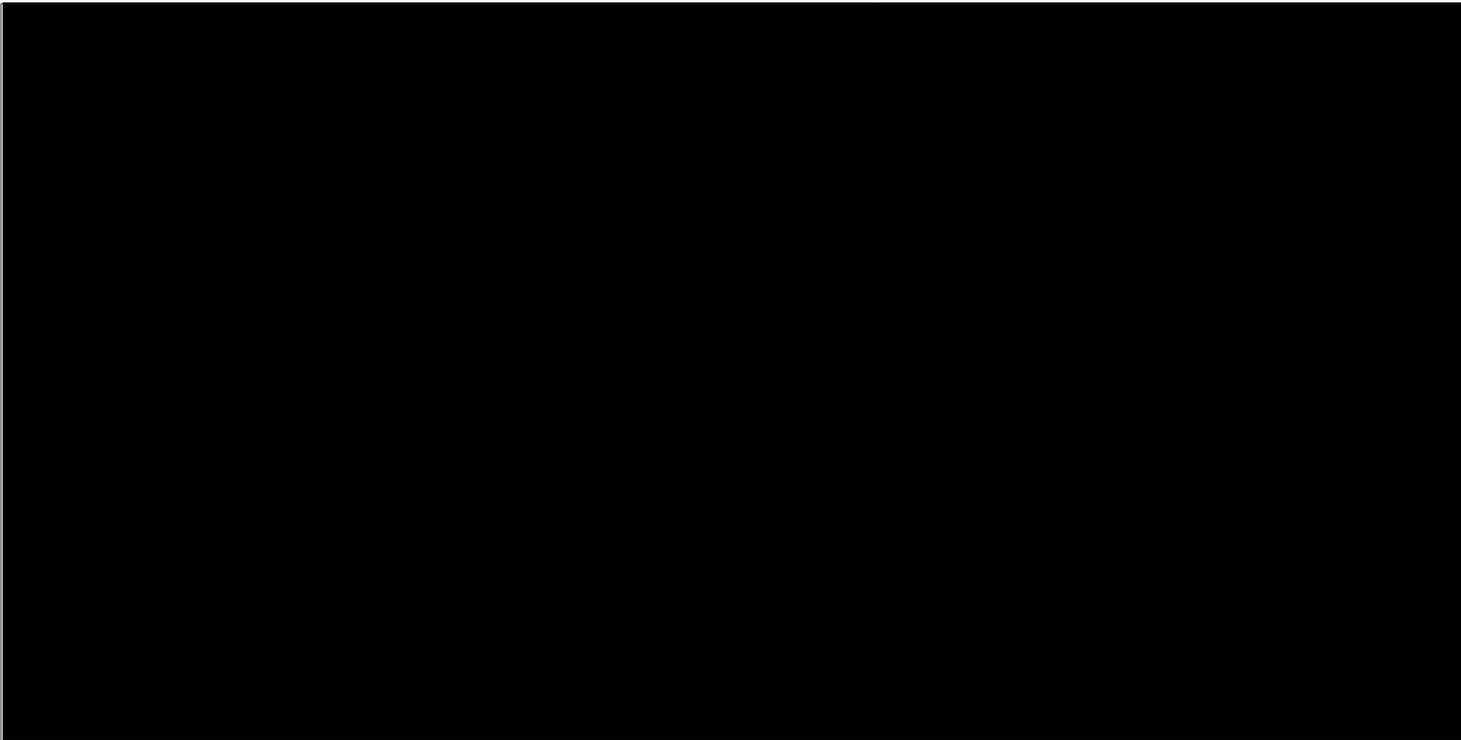
Minnetonka Office
11155 Circleway Blvd
Minnetonka, MN 55305
1-800-660-2774
www.wingsfinancial.com

Memo: Plass

⑆296076152⑆ 9107474794⑈ 3128



J.P.L.



INTERVENTIONAL PAIN CENTER, PLLC
10303 WAZZATA BLVD # 200
MINNETONKA, MN 55345

3137
22-76152800

7/20/15 DATE

Pay to the Order of Jesse Place \$ 2,000.00
Jesse Place Dollars

Wings MINNETONKA OFFICE
FINANCIAL 11110 CRENSHAW PLACE
MINNETONKA, MN 55345
1-800-886-2774
www.wingsfinancial.com

Memo Payroll Jan 7-15-15

⑆298076152⑆ 9107474794⑆ 3137

[Redacted Signature Area]

Jesse Place

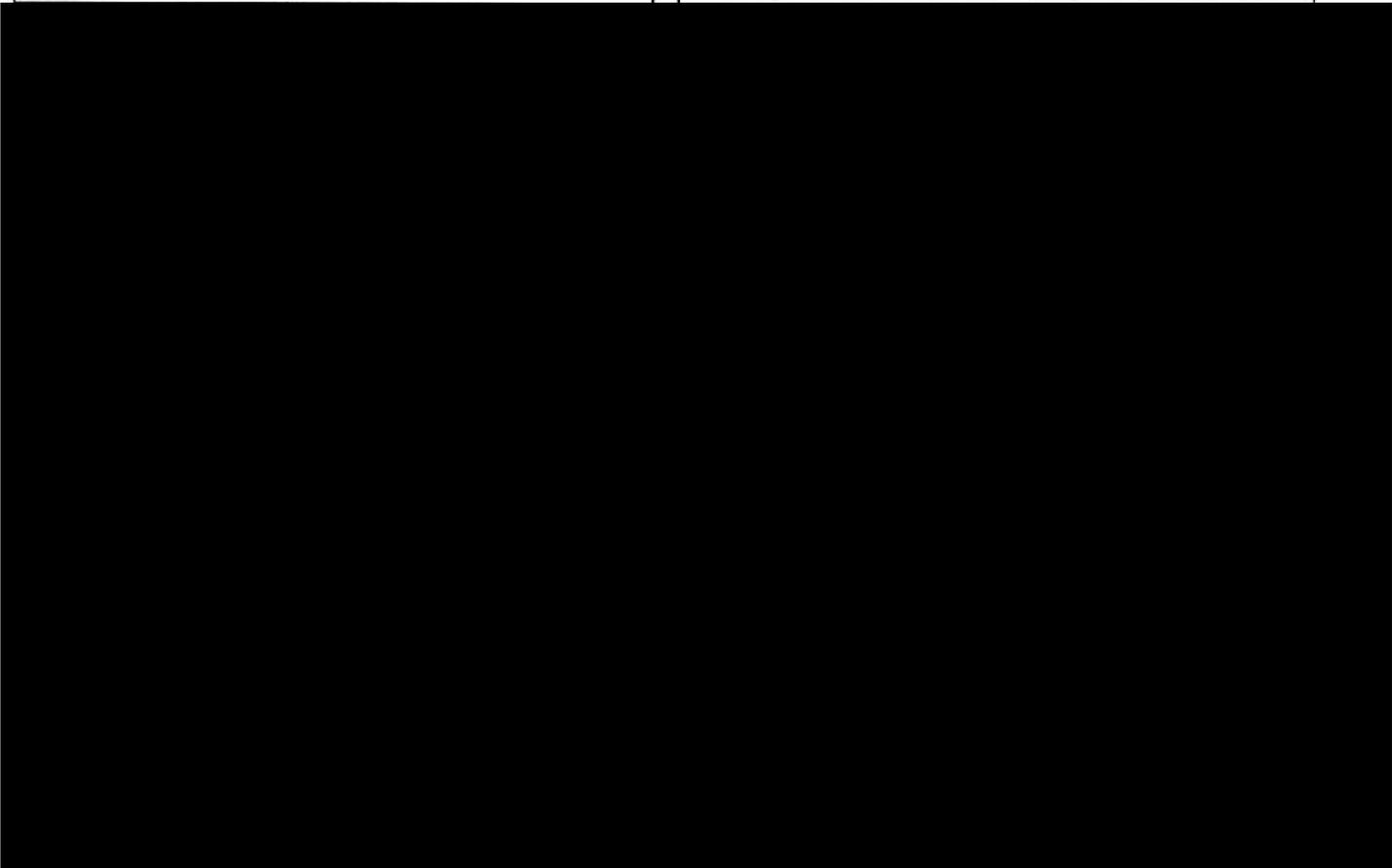


Exhibit B

3. In or around March 2013, I became associated with Interventional Pain Center, PLLC (“**IPC**”) as an independent contractor who provided chiropractic services to patients. I was hired to work at IPC by Defendant Jeremy Anderson (“**Defendant Anderson**”). IPC was a clinic that provided medical services to patients.

4. In or around January 2015, I learned that Defendant Anderson was planning to form Rejuva Medical and Wellness Center, L.L.C., (“**Rejuva**”). Minnesota law requires that an entity providing medical services to the public be owned and operated by a licensed doctor. At Defendant Anderson’s request, I agreed to be listed as the owner and operator of Rejuva.

5. While I was listed as the owner and operator of Rejuva, Defendant Anderson was the true owner and operator of Rejuva and exercised absolute and sole control over Rejuva. This included control over Rejuva’s finance, books and records, hiring and firing decisions, and both critical and day-to-day business operations.

6. It is my understanding that Defendant Anderson changed the clinic from IPC to Rejuva because he was having difficulty recruiting new doctors to IPC after not being able to fully pay the doctors that were previously employed there.

7. Aside from the name change to Rejuva, there was no noticeable change in the clinic. Rejuva and IPC had the same address and same office.

8. Rejuva and IPC had the same employees. Rejuva and IPC also used the same medical equipment, computer and technology, and furnishings. Rejuva and IPC maintained records at the same location. Rejuva and IPC were really one and the same.

9. Even after providing care under the name Rejuva, I continued to receive my bi-weekly salary in the form of checks written by IPC until I ceased my relationship with Rejuva in February 2015.

10. Defendant Anderson requested that I open a bank account for Rejuva. While I was listed as the authorized signatory on that account, which was opened at Klein Bank, Defendant Anderson exercised control over that account.

11. I was unaware that a separate bank account in Rejuva's name had been opened at Wings Financial Credit Union, nor was I the authorized signatory on that account.

12. Defendant Anderson was present on Rejuva's premises on a near-daily basis, and he also maintained an office in Rejuva.

FURTHER AFFIANT SAYETH NAUGHT.


Susan Herda, DC

STATE OF MINNESOTA)
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 10 day of December, 2015, by Susan Herda, who is personally known to me, or has produced Drivers License as identification.


Notary Public, State of Minnesota
Printed Name: Anthony David Middleton
My Commission Expires: 01/31/2020

