

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.,

Judge Anthony Rondolino

Defendants.

vs.

TMFL HOLDINGS, LLC

Relief Defendant.

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**RECEIVER'S MOTION TO (1) APPROVE PROOF OF CLAIM FORM AND  
PROCEDURE TO ADMINISTER CLAIMS, (2) ESTABLISH DEADLINE  
FOR FILING PROOFS OF CLAIM, AND (3) PERMIT NOTICE BY MAIL AND  
PUBLICATION AND INCORPORATED MEMORANDUM OF LAW**

Burton W. Wiand, as Receiver (the "**Receiver**"), respectfully moves this Court for an Order (1) approving the Proof of Claim Form attached hereto as **Exhibit A** and the procedure to administer claims set forth herein including the Claims Process Instructions attached hereto as **Exhibit B** and, (2) establishing a deadline for filing proofs of claim against the Receivership, and (3) permitting notice of the deadline by mail and by publication in the The Tampa Bay Times, The Tampa Tribune, The Miami Herald, The Sun Sentinel, The Orlando Sentinel, The Ocala Star Banner, The Florida Times Union, The Daytona Beach News-Journal, and on the Receiver's website in the form attached hereto as **Exhibit C** (the "**Notice**").

## BACKGROUND

1. On March 4, 2014, the State of Florida, Office of Financial Regulation (“OFR”), initiated this action against the Defendants seeking emergency relief to stop a fraudulent investment scheme involving hundreds of mostly elderly victims. That same day, on the OFR’s motion, the Court entered an order appointing Burton W. Wiand as Receiver for Tri-Med Corporation and Tri-Med Associates Inc. (the “**Order Appointing Receiver**”). On May 13, 2014, the Court granted the Receiver’s motion to expand the scope of the Receivership to include Relief Defendant TMFL Holdings, LLC. Tri-Med Corporation, Tri-Med Associates, and TMFL Holdings are hereinafter collectively referred to as the “**Receivership Entities.**”

2. The Receiver’s ensuing investigation has shown that the Defendants violated Florida securities laws from at least 2011 forward by raising over \$17 million through the offer and sale of unregistered securities based on misrepresentations that, among other things, those funds would be (a) used to purchase medical accounts receivable purportedly backed by Letters of Protection (“LOPs”)<sup>1</sup> and (b) safeguarded by being kept in an attorney trust account. These representations were false, as were many others. At best, only approximately 25% of investor funds were used to purchase LOPs, and of the more than \$17 million raised from investors, Defendants and their related entities directly received or benefitted from approximately \$6.5 million, or 38% of investor funds.

3. After a day-long evidentiary hearing on October 22, 2014, this Court found “the evidence is clear and convincing and reaches a very high level that this was a fraudulent scheme to steal people’s money.” The Court added, “[t]he whole series of introduction of evidence and

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<sup>1</sup> LOPs are contracts involving a patient, 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.

testimony in this case is highly suggestive of numerous criminal offenses that . . . [the Defendants] might be fearful of from tax evasion to securities violations to fraud and theft, et cetera et cetera.” Thus, while the Defendants touted an investment opportunity in medical receivables as safe as an investment in certificates of deposit, in reality, it was a fraudulent scheme in which money raised from new investors and additional money raised from existing investors was, among other things, used to (1) make purported “interest” payments to investors; (2) re-pay investors their purported “principal”; (3) pay substantial purported “commissions” to “sales agents” for successfully soliciting investors; and (4) pay an astounding 27% of funds from investors to themselves as purported “management expenses,” “office expenses,” and “overhead.” As previously mentioned, only approximately \$4 million of the over \$17 million raised from investors was ever used to buy LOPs.

4. Pursuant to the Order Appointing Receiver, the Receiver has certain duties and powers, such as to:

VIII. Take immediate possession of [all of the assets and properties of the Defendants and Relief Defendant wherever located], 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 . . .

h. [D]irect 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.

5. In accordance with the terms and conditions of the Order Appointing Receiver, the Receiver, among other things, took possession of the Receivership Entities’ assets and is currently in the process of administering and liquidating those assets; working to recover additional assets; and

working to conclude his determination of the Receivership Entities' legal obligations (or liabilities).

The Receiver is close to concluding the process of determining the legal obligations of the Receivership Entities, and to confirm the extent of those obligations, and to allow investors, other categories of potential creditors, and any other interested parties to advise the Receiver of any additional possible claims against the Receivership Entities, the Receiver requests that the Court approve the Proof of Claim Form attached as Exhibit A and the procedures to administer claims set forth below, including the Claims Process Instructions attached as Exhibit B. Processes like the ones proposed below are typical in receiverships.

### **RELIEF REQUESTED**

6. Pursuant to the Order Appointing Receiver, the Receiver is obligated to take possession of the Receivership Entities' assets for the benefit of their defrauded investors and to take whatever other steps are necessary for the investors' protection. The Receiver's goal is to ultimately marshal and distribute liquidated assets to investors with allowed claims (the "**Distributions**") in a fair and equitable manner.

**A. Claim Bar Date.**

7. The Receiver seeks entry of an order establishing a deadline for all claimants holding claims against the Receivership Entities (including investors), arising in any way out of the activities of the Receivership Entities (the "**Claimants**"), to assert a claim (the "**Claim Bar Date**").<sup>2</sup> The Receiver proposes that the Claim Bar Date be set as the later of either 90 days from the entry of the Order requested herein or 90 days from the mailing of the Proof of Claim Form to known potential

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<sup>2</sup> The Receiver will calculate and insert the specific date for the Claim Bar Date in the Notice, Claims Process Instructions, and Proof of Claim Form. The proposed Notice, Claims Process Instructions, and Proof of Claim Form currently contain blanks where the Receiver intends to insert this date.

Claimants. This date will allow the Receiver sufficient time to arrange for and publish the proposed Notice and give investors and other potential Claimants sufficient time to file a claim with the Receiver. Claimants must file claims to participate in distributions of Receivership assets. Any claim received by the Receiver after the Claim Bar Date should be disallowed.

8. A Claim Bar Date is necessary to allow as many Claimants as possible to participate in the claims process while also allowing the Receiver to obtain certainty in a reasonably prompt fashion of the total amount of potential claims against the Receivership Estate. Such certainty is necessary to be able to determine the amount of money each Claimant with an allowed claim is entitled to receive and to facilitate a timely claims resolution and distribution process.

**B. Notice by Mail and Publication.**

9. The Receiver and his professionals have spent considerable effort gathering and examining documents and other data relating to the Receivership Entities. Based on the review of these voluminous documents, the Receiver believes he has identified all of the Receivership Entities' investors. As to these known potential Claimants, the Receiver possesses last known mailing addresses. While the Receiver believes he has identified the last known mailing addresses of substantially all known investors, the Receivership Entities' records may lack last known mailing addresses of all potential Claimants. In addition, some known Claimants may have moved or otherwise changed addresses.

10. The Receiver's knowledge is limited to (1) the documents he has obtained from the Receivership Entities, financial institutions, investors, and some other relevant sources and (2) the other information he has gathered. As is typical in receiverships and similar contexts, it is possible that the identity of some potential Claimants may be unknown and not reasonably ascertainable. As

such, providing notice of the Claim Bar Date to all potential Claimants by direct mail alone is not possible; it is also necessary to provide notice by publication.

11. Based upon the documents reviewed and information gathered to date, the vast majority of creditors are located in Florida.<sup>3</sup> The Receivership Entities advertised this investment scheme in the following major newspapers: (1) The Tampa Bay Times; (2) The Tampa Tribune; (3) The Miami Herald; (4) The Sun Sentinel; (5) The Orlando Sentinel; (6) The Ocala Star Banner; (7) The Florida Times Union; and (8) The Daytona Beach News-Journal. Given the significant expense associated with publication of the Notice in each of the cities and/or provinces where potential claimants may reside and the relatively few (if any) interested parties who might benefit from such publication, the Receiver seeks permission to publish the Notice only in the major newspapers in which the Receivership Entities advertised on one day at least 45 days prior to the Claim Bar Date.<sup>4</sup>

12. The Receiver believes that publishing the Notice in the same major newspapers in which the Defendants' scheme was advertised will provide the most cost-effective notice to possible

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<sup>3</sup> The Receiver has identified less than 10 investors who do not have a Florida address. These investors are scattered throughout seven different states: Michigan, New Jersey, Alabama, California, Nevada, Pennsylvania, and Maryland. Due to the very small number of investors outside of Florida and their dispersion, it is not warranted to incur the cost of advertising nationally or in states other than Florida.

<sup>4</sup> The cost of publication for an advertisement the size of the Receiver's proposed Notice for one day in each of these publications is approximately as follows: (1) The Tampa Bay Times, \$469.20; (2) The Tampa Tribune, \$484.30; (3) The Miami Herald, \$587.86; (4) The Sun Sentinel, \$143.00; (5) The Orlando Sentinel, \$267.50; (6) The Ocala Star Banner, \$587.86; (7) The Florida Times Union, \$491.68; and (8) The Daytona Beach News-Journal, \$230.00. The scheme underlying this case was also advertised in several small publications primarily targeted at communities with significant elderly populations, such as the Villages Daily Sun and The Plantation Times at Leesburg. The Receiver does not believe that it is necessary or cost-beneficial to publish the Notice in these smaller publications because the circulation of the major newspapers identified above should include the areas covered by the smaller publications.

Claimants who might not receive direct notice from the Receiver. The Receiver further proposes to publish the Proof of Claim Form and Notice on his website at [www.trimedreceivership.com](http://www.trimedreceivership.com).

13. In short, the Receiver seeks permission to provide notice of the Claim Bar Date (1) to known potential Claimants by mail to their last known address and (2) to unknown Claimants by publication in The Tampa Bay Times, The Tampa Tribune, The Miami Herald, The Sun Sentinel, The Orlando Sentinel, The Ocala Star Banner, The Florida Times Union, The Daytona Beach News-Journal, and on the Receiver's website. The Notice of the Claim Bar Date will be in the form attached hereto as Exhibit C.

14. The Receiver believes that such Notice is reasonably calculated to inform all known and unknown Claimants of the Claim Bar Date.

**C. Procedures to Be Applied to the Administration of Claims.**

15. The Receiver has developed a proposed procedure and Proof of Claim Form to efficiently, equitably, and promptly identify potential Claimants and the amount and validity of any claim. The Receiver's proposed procedure will ensure certainty as to the total number and amount of claims against the Receivership Estate and thus allow for an equitable distribution among Claimants. The Receiver's proposed procedures also are designed to lessen the burden on many known Claimants, since the vast majority of them appear to be elderly. This proposed procedure is as follows.

16. The Receiver and his professionals have spent considerable time examining voluminous documents relating to the Receivership Entities and, to the extent necessary, reconstructing their books and records. Based on this examination and to the extent possible, the Receiver has determined a "**Net Investment Amount**" for each investor.

17. The Net Investment Amount for an investor is calculated by adding all amounts invested by the pertinent investor and subtracting all payments made to that investor and/or in connection with that investment, regardless of whether those payments were characterized as interest, returns of principal, or by using any other terminology. For example, an investor who made a total investment of \$100,000 and then received \$50,000 back from the Receivership Entities would have a Net Investment Amount of \$50,000. If an investor made multiple investments over time, those investments and any and all transfers back to that investor related to those investments would be combined in one Net Investment Amount. For example, an investor who invested \$10,000 in January 2012 and received “interest payments” in the total amount of \$1,600 on this investment and also invested \$40,000 in November 2012 and received “interest payments” in the total amount of \$4,200 on that investment would have a total investment amount of \$50,000 and a total amount transferred back to the investor of \$5,800 for a resulting Net Investment Amount of \$44,200.<sup>5</sup>

18. To make the process of submitting a claim less burdensome for investors, the Receiver proposes that he mail a Proof of Claim Form to each known investor. The Receiver will include Claims Process Instructions in the form attached as Exhibit B. To the extent possible, the Receiver proposes to include with the Proof of Claim Form the Net Investment Amount the Receiver has calculated for the pertinent investor. If the investor agrees with the provided Net Investment Amount, then the investor does not need to provide any further documentation supporting his or her claim. However, the investor must still complete and sign the Proof of Claim Form under penalty of perjury, and return it to the Receiver before the Claim Bar Date as specified below.

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<sup>5</sup> If an investor invested through an individual retirement account (IRA) or jointly with another individual and also individually (for example, a husband invested individually and also jointly with his wife), the Receiver will send the investor multiple Proof of Claim Forms. The investor must complete and return each Proof of Claim Form to preserve all claims.



19. If the investor disagrees with the Net Investment Amount or if there is not sufficient information to include a Net Investment Amount, then the investor must provide the amount he or she contends is correct and legible copies of all documents on which this claim is based or, if any such documents are not available, an explanation as to why the documents are not available. As noted above, if an investor invested through an IRA or jointly with another individual and also individually, the Receiver will send the investor multiple Proof of Claim Forms. The investor must complete and return each Proof of Claim Form to preserve all claims.

20. If the Receiver discovers additional information which would require amendment to the Net Investment Amount provided, the Receiver will provide notice of such amendment to the investor. The investor will then have the later of either the Claim Bar Date or twenty (20) days from the date the amendment was mailed to the Claimant to return an amended Proof of Claim Form to preserve his or her claims. Similarly, subject to the Receiver's discretion to be exercised in an equitable manner and in the best interests of the Receivership, the Receiver may send notice of a deficiency in a submitted Proof of Claim Form to the submitting Claimant. The Claimant will then have the later of either the Claim Bar Date or twenty (20) days from the date the notice of deficiency was mailed to that investor to return an amended Proof of Claim Form to preserve his or her claims. The Receiver also reserves the right to request additional information from any Claimant. The Claimant will have the same amount of time as is allowed for curing a deficiency to provide the additional information requested. A Claimant's failure to cure a deficiency or provide additional information may result in denial of the claim.

21. To the extent the Receivership Entities do not have sufficient funds to pay all valid claims, the Net Investment Amount will serve as the basis for determining the recipients and

amounts of Distributions with respect to investors.<sup>6</sup> The identification of a Net Investment Amount does not mean that the investor has a valid claim; the Receiver reserves the right to object to the validity of any claim notwithstanding the identification of any such amount.

22. Each filed Proof of Claim must conform substantially to and must contain all of the information sought in the Proof of Claim Form approved by the Court. The Receiver reserves the right to reject any altered Proof of Claim Form. Such rejection will be treated as a deficiency and the Claimant will have the time indicated above within which to submit an acceptable Proof of Claim Form. Each Proof of Claim must be signed by the Claimant or, if the Claimant is not an individual, by an authorized agent of the Claimant. The Claimant must attest under penalty of perjury that the information, including the information provided by the Receiver, is true and correct. Each Proof of Claim must be legible, written in English, and denominated in United States currency. The submission of a Proof of Claim will subject the Claimant to the jurisdiction of this Court.

23. All Proofs of Claim must be sent so as to be received by the Receiver on or before the Claim Bar Date at the following address:

Burton W. Wiand, Receiver  
c/o Maya M. Lockwood, Esq.  
WIAND GUERRA KING P.L.  
5505 West Gray Street  
Tampa, FL 33609

Facsimile and email copies of Proofs of Claim will be accepted only if received by the Receiver on or before the Claim Bar Date and the original executed Proof of Claim Form is received by the

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<sup>6</sup> To the extent any non-investor claims are submitted (for example, a claim submitted by a trade creditor such as the landlord of the Receivership Entities' office space), the Receiver will recommend and seek the Court's approval of a method for addressing and resolving such claims consistent with the goals of the Receivership.

Receiver no later than three (3) days after transmission of the facsimile and/or email. Failure to provide an original executed Proof of Claim Form within the time specified may result in denial of the claim. Facsimile copies must be sent to (813) 347-5198 to the attention of Burton W. Wiand, Receiver c/o Maya M. Lockwood, and email copies must be sent to mgura@wiandlaw.com.

24. After a Proof of Claim Form is received by the Receiver, he will mail a letter acknowledging receipt of the Proof of Claim Form to the Claimant (the “**Acknowledgement Letter**”) within twenty days of receipt of the Proof of Claim Form. The Acknowledgement Letter will be substantially similar to the one attached as **Exhibit D**. If a Claimant does not receive an Acknowledgement Letter, it is the Claimant’s obligation to follow up with the Receiver to ensure that the Receiver received the Proof of Claim Form. Receipt of an Acknowledgement Letter does not mean that the Receiver will recommend the claim as submitted be allowed or that the Proof of Claim Form has no deficiencies. It merely confirms receipt of the Proof of Claim Form and lets the Claimant know that the claim is being processed.

25. The Receiver will recommend to the Cour that any properly completed and timely filed Proof of Claim will be considered allowed if it is established that: (1) the Claim arises out of any of the Receivership Entities’ activities; (2) losses recognized by law resulted from such activities; (3) any alleged claim and losses are consistent with the books and records available to the Receiver; and (4) no ground exists for denying the Claim.

26. After the Claim Bar Date expires and the Receiver has evaluated all submitted claims, he will seek approval from this Court regarding: (1) allowed claim amounts; (2) priority of claims; (3) a process for the determination of objections to claim determinations and priorities reached by the Receiver; and (4) if needed, the establishment of reserves for administration of the Receivership, for litigation, and for disputed claims and priorities (until such time as such disputes are resolved).

27. After all claims and priority objections are resolved, the Receiver will file a motion for a proposed Distribution. The motion will identify the total assets in the Receivership Estate at the pertinent time and the total allowed claims amount. After Court approval, any Distribution to the Claimants will be made in an equitable manner and in accordance with the appropriate priority, and no Claimant shall receive more than the allowed amounts. Any Distributions of amounts less than the Claimants' total allowed amounts will be made on a *pro rata* basis based on the Claimants' allowed claim amounts. The Receiver intends to seek Court approval to make interim distributions so that defrauded investors who suffered losses receive distributions as soon as possible.

28. All administrative expenses, including attorneys' fees and costs, litigation expenses, experts, and other administrative costs, such as expenses for publishing notice, will be paid from the Receivership Estate. These administrative expenses will be paid or reserved before a Distribution is made. No previous request for the relief sought herein has been made to this or any other Court.

WHEREFORE, the Receiver requests that this Court (1) approve the Proof of Claim Form as attached hereto as Exhibit A and the claims administration procedures as set forth herein including the Claims Process Instructions as attached hereto as Exhibit B; (2) establish a deadline for receipt of Proofs of Claim that is the later of either 90 days from the date of entry of the Order requested herein or 90 days from the mailing of the Proof of Claim Form to known possible claimants (*i.e.*, a Claim Bar Date); and (3) permit notice of such deadline in the form attached hereto as Exhibit C by (a) first class U.S. mail to the last known addresses of all known potential claimants, (b) publication in The Tampa Bay Times, The Tampa Tribune, The Miami Herald, The Sun Sentinel, The Orlando Sentinel, The Ocala Star Banner, The Florida Times Union, and The Daytona Beach News-Journal, and (c) publication on the Receiver's website as described above. For the Court's convenience, a proposed Order granting this Motion is attached as **Exhibit E**.

## MEMORANDUM OF LAW

The Court's power to supervise an equity receivership and to determine the appropriate actions to be taken in the administration of the receivership is extremely broad. *City of Kissimmee v. Dep't of Envtl. Regulation*, 753 So. 2d 770, 772 (Fla. 5th DCA 2000) ("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."); *Murtha v. Steijskal*, 232 So. 2d 53, 55 (Fla. 4th DCA 1970) ("[P]ossession by the court of the res gives jurisdiction over the res to the court appointing the receiver and gives such court power to determine all questions concerning the ownership and disposition of the property."); see also *SEC v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *SEC v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court's wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566; *SEC v. Safety Finance Service, Inc.*, 674 F.2d 368, 372 (5th Cir. 1982). In addition, "[t]he right of a receiver to settle claims and compromise actions with the approval and sanction of the court is well recognized . . . ." *Fugazy Travel Bureau, Inc. v. State by Dickinson*, 188 So. 2d 842, 844 (Fla. 4th DCA 1966). The relief sought by the Receiver falls squarely within those powers.

Claimants in receivership proceedings submit themselves to the jurisdiction of the court and must take notice of and are bound by subsequent proceedings. *Studstill's Estate v. Am. Package Co.*, 218 So. 2d 769, 771 (Fla. 4th DCA 1969). In receivership proceedings such as this one, "[e]very person who has any claim or demand against the estate or property in the custody of the court through the receiver, . . . must assert such claim or demand in the court in which such receiver was appointed." Ralph E. Clark, Clark on Receivers § 646, at 1132 (3rd ed. 1992);<sup>7</sup> see *Tippins v. Belle*

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<sup>7</sup> Florida courts routinely rely on Clark on Receivers as authority for receivership matters. See, e.g., *Akers v. Corbett*, 190 So. 28, 30 (Fla. 1939); *County Nat. Bank of N. Miami Beach v. Stern*, 287 So. 2d 106, 107 (Fla. 3d DCA 1973); *Studstill's Estate*, 218 So. 2d at 771.

*Mead Dev. Corp.*, 150 So. 719, 721 (Fla. 1933) (explaining that property in the receivership estate is held *in custodia legis* and thus “cannot be reached by execution or other similar process so long as so held, in the absence of statutory authority”). Although there are many ways in which a claimant can assert a claim, one such way is for claimants to be authorized “under a general order of the appointing court [to file their] claim with the receiver.” Clark § 646, at 1132. The receiver may agree or disagree with the claim, which claim is ultimately approved or disapproved by the court. *Id.* The Court must require positive proof of a claim, and then determine which claims are entitled to share in the distribution. *See Columbia Bank for Cooperatives v. Okeelanta Sugar Co-op.*, 52 So. 2d 670, 673-74 (Fla. 1951). “The claims should be definite enough to enable the receiver to pass on their validity, fairness and legality and to place them in their proper and legal category of claims for preference, if any.” *Id.* § 651, at 1142.

In addition to approving the proof of claim form, it is not unusual for a court overseeing a receivership to enter an order limiting the time within which claims must be presented. *Id.* § 652, at 1142 (citing *Chicago Title & Trust Co. v. Fox Theatres Corp.*, 91 F.2d 907 (2d Cir. 1937); *People of New York v. Hopkins*, 18 F.2d 731 (2d Cir. 1927)). Such an order limiting the time within which claims must be presented has been deemed to be necessary to “lay the foundation for the court to order payments to creditors and distribution to those entitled to receive.” *Id.* § 651, at 1142. Furthermore, a court with jurisdiction over a receivership, by advertisement and by proper notices by mail, by publication and otherwise should take measures to notify interested parties affected by the receivership. *Id.* § 652, at 1143.

Under the terms and conditions of the Order Appointing Receiver, the Receiver, among other things, is authorized, empowered, and directed to (a) administer the assets of the Receivership Entities and (b) determine the extent of liabilities the Receiver believes to be the legal obligations of

the Receivership Entities. *See* Order Appointing Receiver at 9, 12. In exercising his duties, the Receiver has determined that it is reasonable, necessary, advisable, and in the best interest of the Receivership Entities that the Claims Administration Procedures, Notice, Claim Bar Date, Proof of Claim Form, and Claims Process Instructions as set forth herein and in the attached exhibits be approved by this Court.

WHEREFORE, Burton W. Wiand as Receiver, respectfully requests that this Court enter an Order (1) approving the Proof of Claim Form as attached hereto as Exhibit A and the Claims Administration Procedure as set forth herein including the Claims Form Instructions as attached hereto as Exhibit B, (2) establishing the Claim Bar Date requested herein, (3) permitting notice of such deadline in the form attached as Exhibit C and as described above, and (4) allowing all such further relief as this Court deems just and proper.

**CERTIFICATION OF OFR'S NON-OBJECTION TO REQUESTED RELIEF**

Undersigned counsel for the Receiver has communicated with counsel for OFR and is authorized to represent to this Court that OFR has no objection to entry of an Order granting the relief sought in this Motion.

Respectfully submitted,

**s/Gianluca Morello**

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*Attorneys for Burton W. Wiand, Receiver*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on February 9, 2015, I electronically filed a true and correct copy of the foregoing with the Clerk of the Court by using the Florida Courts E-Filing Portal, which served the following parties and non-parties:

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