

**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.

vs.

TMFL HOLDINGS, LLC

Relief Defendant.

**RECEIVER'S UNOPPOSED MOTION TO APPROVE SETTLEMENT
WITH HYON CHU KWON A/K/A HOLLY KWON**

Burton W. Wiand, as Receiver, moves the Court for an order approving settlement of claims against Hyon Chu Kwon a/k/a Holly Kwon in *Burton W. Wiand, as Receiver v. Hyon Chu Kwon a/k/a Holly Kwon*, Case No. 16-4155-CI, Pinellas County Circuit Court (the “**Receiver’s Action**”) on the basis of the Settlement Agreement attached hereto as Exhibit A.

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. By subsequent orders, the Court expanded the Receivership to include Interventional Pain Center, PLLC, Rejuva Medical and Wellness Center, L.L.C., Rejuva Medical Center, L.L.C., Tri-Med Management, Inc., JA Management, LLC, and JRAM, LLC (collectively, the “**Receivership Entities**”).

2. Under the Order Appointing Receiver, to carry out OFR’s mandates, the purposes of the OFR Proceeding, and the obligations and duties imposed on receivers by law, the Receiver was directed to, among other things, hold and manage the assets and property of the Receivership Entities and marshal and safeguard all such properties and assets and seek constructive trusts as appropriate. He also was conferred the power and authority to assert and prosecute claims, actions, suits, and proceedings which may have been or which may be asserted or prosecuted by Receivership Entities.

3. The Receiver’s investigation revealed that Kwon (the “**Receiver’s Action Defendant**”) was Defendant Jeremy Anderson’s longtime girlfriend and that she had resided with him for years. While the Receiver’s Action Defendant was not an investor in the Receivership Entities, she received at least \$224,550 in transfers from Tri-Med and other Receivership Entities.¹ On June 23, 2016, the Receiver filed an action against the Receiver’s Action Defendant to recover funds she received from the Receivership Entities.

¹ Kwon contends a small portion of these funds consisted of rent payments from her residence in Hillsborough County and were not derived from investor funds.

4. As shown by the attached Settlement Agreement, the Receiver and the Receiver's Action Defendant, subject to the approval of this Court, have agreed to settle the Receiver's claims against the Receiver's Action Defendant. The Receiver's Action Defendant agreed to return \$160,000, which will be paid on or before March 22, 2018. In the event the Receiver's Action Defendant fails to pay the settlement amount by the deadline, she has consented to the immediate entry of judgment against her in the full amount of monies she allegedly received from the Receivership Entities.

5. The Receiver's Action Defendant also agreed to waive any claim that she has, had, or hereafter may have against the Receiver and/or the Receivership Entities, including but not limited to any claim the Receiver's Action Defendant may have relating to any investment in Tri-Med.

6. In reaching this agreement, the Receiver considered the risks and expense of litigation. The Receiver believes that the settlement provides a practical solution, which results in the maximum benefit to the Receivership. Further, the settlement reflected by the Settlement Agreement is in the best interests of the Receivership, the investors in the Receivership Entities, and the Receiver's Action Defendant, because resolution of the claims avoids protracted litigation, conserves Receivership assets and judicial resources, and avoids the cost of litigation to the Receiver's Action Defendant.

The State of Florida, Office of Financial Regulation, has no objection to the relief sought by this Motion.

WHEREFORE, the Receiver moves the Court to approve the settlement reflected by the attached Settlement Agreement.

s/Jordan D. Maglich

Michael S. Lamont, FBN 0527122

Email: mlamont@wiandlaw.com

Jordan D. Maglich, FBN 0086106

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WIAND GUERRA KING P.A.

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Attorneys for the Receiver, Burton W. Wiand

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 15, 2018, 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:

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Attorney for Anthony Nicholas

I HEREBY CERTIFY that on February 15, 2018, I also sent a true and correct copy of the foregoing by E-Mail to the following:

Kendrick Blackwell, Esq.
Kblackwell.esquire@gmail.com
*Counsel for Hyon Chu Kwon
a/k/a Holly Kwon*

s/Jordan D. Maglich
Attorney

EXHIBIT A

SETTLEMENT AGREEMENT

WHEREAS, by orders dated March 5, 2014 and May 13, 2014, the Court in State of Florida, Office of Financial Regulation v. Tri-Med Corp., et al., Case No. 14-001695-CI (the “**OFR Proceeding**”), appointed Burton W. Wiand as Receiver (the “**Receiver**”) for Tri-Med Corporation (“**Tri-Med**”), Tri-Med Associates Inc., TMFL Holdings, LLC, Interventional Pain Center, PLLC, Rejuva Medical and Wellness Center, L.L.C., Rejuva Medical Center, L.L.C., Tri-Med Management, Inc., JA Management, LLC, and JRAM, LLC (collectively, the “**Receivership Entities**”); and

WHEREAS, the Receiver sued Hyon Chu Kwon a/k/a Holly Kwon (the “**Defendant**”) in an action styled Burton W. Wiand, as Receiver v. Hyon Chu Kwon a/k/a Holly Kwon, Case No. 16-4155-CI (the “**Receiver’s Action**”), seeking the return of certain funds received from or at the direction of one or more of the Receivership Entities; and

WHEREAS, Defendant represents and warrants that \$224,550.00 is the total amount of money or value Defendant received directly or indirectly from Receivership Entities (the “**Lawsuit Amount**”); and

WHEREAS, the Receiver and Defendant wish to resolve these matters amicably; and

WHEREAS, Defendant does not admit any liability; and

WHEREAS, any resolution of the claims asserted against Defendant in the Receiver’s Action by agreement of the Receiver and Defendants is subject to approval by the Court presiding over the OFR Action (the “**OFR Receivership Court**”);

NOW, THEREFORE, and subject to the approval of the OFR Receivership Court, the parties have agreed as follows:

1. Payment. After the OFR Receivership Court's approval of this Settlement Agreement, Defendant has agreed to pay, and the Receiver has agreed to accept a total of one hundred sixty thousand dollars and 00/100 cents (\$160,000.00) (the "**Settlement Payment**") to be paid on or before March 22, 2018. The Settlement Payment shall be made payable to "Burton W. Wiand, as Receiver" and sent to the Receiver's counsel (c/o Michael S. Lamont, Esq. or Jordan D. Maglich, Esq.) at 5505 W. Gray St., Tampa, FL 33609. The Settlement Payment will be held in trust by the Receiver's counsel pending approval by the OFR Receivership Court. If the OFR Receivership Court rejects or otherwise does not approve the settlement, the Settlement Payment will be returned to Defendant.

2. Release to Holly Kwon. After the OFR Receivership Court's approval of this Settlement Agreement, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall be deemed to have released and forever discharged Defendant Holly Kwon from any and all claims or actions which the Receiver asserted or could have asserted in the Receiver's Action against Defendant relating to recovery of the Lawsuit Amount.

3. Accord and Satisfaction. The Receiver and Defendant understand and agree that, subject to the approval of the OFR Receivership Court, the payment of the Settlement Payment and waivers of claims are in full accord and satisfaction of and in compromise of all disputed claims against Defendant, and the payment and waivers are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding litigation.

4. Court Approval. After execution of this Settlement Agreement by all parties, the Receiver will promptly move the OFR Receivership Court for approval of this settlement. If the OFR Receivership Court approves the settlement, and after the Receiver's receipt of the Settlement Payment, the Receiver will promptly move to dismiss the Receiver's Action with prejudice. Should the Court not approve the settlement, this Settlement Agreement is null and void. To the extent necessary, Defendant agrees to assist the Receiver in seeking the OFR Receivership Court's approval of this settlement and following any such approval, in securing the dismissal of the Receiver's Action. The parties understand and agree that each party shall bear their own individual costs and attorney fees incurred in the resolution of this matter.

5. Release from Hyon Chu Kwon a/k/a Holly Kwon. After the OFR Receivership Court's approval of this Settlement Agreement, Defendant agrees to waive and does hereby waive any claim or action that she has, had, or hereafter may have against the Receiver and/or the Receivership Entities, including but not limited to, any claim Defendant may have relating to any investment in Tri-Med. Defendant agrees that the Receiver may represent to the OFR Receivership Court that she has waived any claim(s) she has or might have.

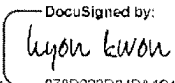
6. Default. Should the Receiver not receive the Settlement Payment due under this Settlement Agreement on or before March 22, 2018, Defendant agrees that she shall be in default of her obligations under paragraph 1. Upon such default, Defendant acknowledges and agrees that the Receiver shall be entitled to immediately move, either in the Receiver's Action or OFR Proceeding, for entry of a Consent Judgment in the amount of \$224,550 plus reasonable attorneys' fees and interest at the legal rate from the

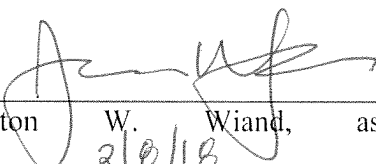
date of this agreement (the (“**Consent Judgment**”). In the event that Defendant defaults under this Agreement, Defendant agrees that she shall not oppose or otherwise attempt to interfere with the Receiver’s efforts to obtain the Consent Judgment.

7. Venue and Governing Law. The Receiver and Defendant agree this Settlement Agreement shall be governed by and be enforceable under Florida law in the Circuit Court for the Sixth Judicial Circuit in Pinellas County, Florida.

Counsel for the Receiver is expressly authorized to sign this agreement on behalf of the Receiver. The Receiver and Defendant also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

In witness whereof the parties have set their hands as of the dates indicated.

By: 
 DocuSigned by:
 078D223D64BA4C1
 Hyon Chu Kwon a/k/a Holly Kwon
 Date 2/7/2018

By: 
 Burton W. Wiand, as Receiver
 Date 2/8/18