

**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.

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**RECEIVER'S UNOPPOSED MOTION TO APPROVE SETTLEMENT  
WITH JOHN PARKER**

Burton W. Wiand, as Receiver, moves the Court for an order approving settlement of claims against John Parker in *Burton W. Wiand, as Receiver v. Jodie Miller, et al.*, Case No. 15-001082-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. By a Complaint filed February 17, 2015, the Receiver sued a number of “sales agents,” who solicited investors for Tri-Med’s fraudulent investment scheme, including John Parker (the “**Receiver’s Action Defendant**”), to recover monies they received from the Receivership Entities as a result of their efforts to solicit, offer, and sell Tri-Med’s “investment program” to investors. Here, the Receiver’s Action Defendant received a total of \$56,452.70 in unlawful “commissions” or other “transaction-based compensation” from the Receivership Entities.

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 \$25,000, which will be paid in accordance with a set payment schedule.

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

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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 U.S. Mail to the following:

John Parker, *Pro Se*  
4550 SE 48<sup>th</sup> Place Road  
Ocala, FL 34480  
*Via U.S. Mail*

**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. (“**TMA**”), 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 John Parker (the “**Defendant**”) in an action styled Burton W. Wiand, as Receiver v. Jodie Miller, et al., Case No. 15-001082-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 \$56,452.70 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, Defendant has agreed to pay and the Receiver has agreed to accept a total of \$25,000.00 (the “**Settlement Payment**”) to be paid pursuant to the following schedule:

- A payment of \$10,000.00 on or before February 15, 2018;
- A payment of \$5,000 on or before January 1, 2019;
- A payment of \$5,000 on or before January 1, 2020; and
- A payment of \$5,000 on or before January 1, 2021.

After the OFR Receivership Court's approval of this Settlement Agreement and the receipt and clearing of the full Settlement Payment, 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 of and from any and all claims asserted, or which could have been asserted, in the Receiver's Action against Defendant.

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 disputed claims, 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.

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, the Receiver will promptly move to dismiss the claims asserted against Defendant in the Receiver's Action with prejudice. 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 claims asserted against Defendant in 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.



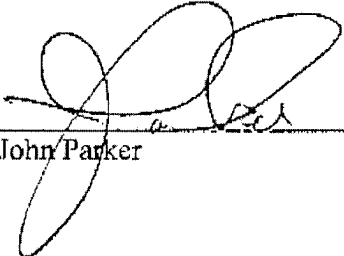
Defendant agrees to waive and does hereby waive any claim that Defendant has, had, or hereafter may have against the Receiver and/or the Receivership Entities, including but not limited to, any claim Defendant may have relating to any investment in Tri-Med.

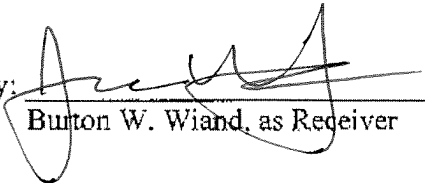
In the event Defendant fails to make any payment hereunder as provided by this Settlement Agreement, Defendant hereby consents to – and agrees not to oppose – the immediate entry of a Judgment upon the filing of an affidavit from the Receiver certifying failure of payment. Defendant further agrees and consents to the Receiver seeking such judgment by motion filed in the Receiver’s Action or OFR Proceeding. Defendant acknowledges and agrees that such Judgment will be for the Lawsuit Amount, less any payments made by Defendant, plus reasonable attorneys’ fees and interest at the legal rate from the date of this agreement.

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:  1/31/18  
John Parker Date

By:  2/1/18  
Burton W. Wiand, as Receiver Date