

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF FLORIDA  
TALLAHASSEE DIVISION

UNITED STATES OF AMERICA

v.

CASE NUMBER: 4:21CR50/RH-MAF

BRIAN BRAINARD WEDGEWORTH

a/k/a "DR. BRIAN ANDERSON"

a/k/a "DR. ANTHONY WATKINS"

a/k/a "DR. BRIAN ADAMS"

a/k/a "DR. EDWARD CHEN"

a/k/a "DR. BRIAN CHRIS"

a/k/a "DR. CHRIS WILLIAMSON"

a/k/a "DR. BRIAN CHRISTOPHER WILLIAMSON"

a/k/a "DR. BRIAN EDMONDS"

a/k/a "DR. BRIAN AMMERSON"

a/k/a "DR. BRIAN LAMAR WILSON"

a/k/a "DR. BRIAN WILSON"

a/k/a "DR. BRIAN MIMS"

a/k/a "DR. BRIAN LAMAR SIMS"

/

**PLEA AGREEMENT**

1. PARTIES TO AGREEMENT

This agreement is entered into by and between BRIAN BRAINARD WEDGEWORTH, a/k/a "DR. BRIAN ANDERSON," a/k/a "DR. ANTHONY WATKINS," a/k/a "DR. BRIAN ADAMS," a/k/a "DR. EDWARD CHEN," a/k/a "DR. BRIAN CHRIS," a/k/a "DR. CHRIS WILLIAMSON," a/k/a "DR. BRIAN CHRISTOPHER WILLIAMSON," a/k/a "DR. BRIAN EDMONDS," a/k/a "DR. BRIAN AMMERSON," a/k/a "DR. BRIAN LAMAR WILSON," a/k/a "DR.

FILED IN OPEN COURT ON

5/19/22 cm

United States District Court  
Northern District of Florida



BRIAN WILSON,” a/k/a “DR. BRIAN MIMS,” a/k/a “DR. BRIAN LAMAR SIMS,” as Defendant, Joseph F. DeBelder as attorney for Defendant, and the United States Attorney for the Northern District of Florida. This agreement specifically excludes and does not bind any other state or federal agency, including other United States Attorneys and the Internal Revenue Service, from asserting any civil, criminal, or administrative claim against Defendant.

## 2. TERMS

The parties agree to the following terms:

a. Defendant will plead guilty to Counts One through Fourteen (Wire Fraud), Counts Fifteen through Twenty-Two (Mail Fraud), Count Twenty-Three (Aggravated Identity Theft), and Counts Twenty-Four through Twenty-Five (Engaging in Specified Monetary Transactions) of the Indictment. As to each of Counts One through Twenty-Two, Defendant faces a maximum term of twenty years’ imprisonment, three years of supervised release, a \$250,000 fine, or a fine in twice the amount of the gross gain/loss, and a \$100 special monetary assessment. As to Count Twenty-Three, Defendant faces a minimum term of two years’ imprisonment consecutive to any other incarceration imposed, one year of supervised release, a \$250,000 fine, and a \$100 special monetary assessment. As to each of Counts Twenty-Four and Twenty-Five, Defendant faces a maximum term of ten years’ imprisonment, three years of supervised release, a \$250,000 fine, and a

\$100 special monetary assessment. Defendant agrees to pay the special monetary assessment(s) on or before the date of sentencing.

If Defendant is unable to pay the special assessment prior to sentencing due to indigence, Defendant agrees to participate in the Inmate Financial Responsibility Program.

The maximum sentence to which Defendant is subject includes the forfeiture of all forfeitable assets. Specifically, Defendant agrees to forfeit to the United States Defendant's interest in the following property:

	<b>USPIS Evidence #</b>	<b>Item Description</b>
1	IS0001481318	Notepads with writings notated. Binder with monthly calendar and financial records
2	IS0001481319	Financial Invoices (bills) and other financial documents in the name of Wedgeworth
3	IS0001481320	Gold Colored Green-Dot Visa Debit Card. Account number 4143 9701 0082 8718
4	IS0001481321	Visa pre-paid debit card. Silver in color bearing account number 4941 6008 4633 1578
5	IS0001481323	Rolex Two-Tone Oyster Perpetual Woman's Watch. Serial # S675U887
6	IS0001481324	Financial statements in the names of Brian Wedgeworth (TD Bank), American Express (M.R.), A.M.W. (Capital One), and M.W. (BBVA Compass Bank)
7	IS0001481326	Green Rolex Watch Box with Green Rolex Sales Card (matches Rolex two-tone Oyster Perpetual Woman's Watch seized in this case)
8	IS0001481327	Checkbooks for Chase Bank and Bank of America in the name of Brian Wedgeworth
9	IS0001481359	Bank of America statements in the name of Brian Wedgeworth & K.W.H.



10	IS0001481360	Financial Documents from various banks in the names of Wedgeworth and/or K.W.H.
11	IS0001481361	Bank Records in the name of Brian Wedgeworth
12	IS0001481362	Financial Records in the names of K.W.H. and/or Brian Wedgeworth.
13	IS0001481363	Black iPhone (with Otterbox case)
14	IS0001481369	Receipts in the name of Brian Adams located within the BMW 750i Sedan parked in K.W.H.'s garage
15	IS0001481370	Samsung Tablet S/N: R52G81285YY
16	IS0001481371	Black Think Pad Laptop Model X201
17	IS0001481372	Black Lenovo Laptop Computer
18	IS0001481373	iPhone 11 Pro S/N: C39ZK3NN6XT
19	IS0001481374	iMac computer. Model A1419 S/N: C02ST4X2GG7L
20	IS0001481375	Miscellaneous financial records / bills
21	IS0001481376	Samsung Tablet. S/N: T230NWGSMH (located in BMW 750i Sedan with Florida / Jacksonville Jaguar License Plate)
22	IS0001481377	White flash drive (electronic media storage)
23	IS0001481378	Black Journal with notes, and miscellaneous receipts (including receipts from Gem Collection).
24	IS0001481379	Clear Plastic Tub with mailed Financial Records and Letters
25	IS0001481380	Visa Cash App Debit Card (Sutton Bank). Account # ending in 60256
26	IS0001481381	Financial Documents for Wedgeworth (and K.W.H.; including September 2020 mortgage statement) and notepad with account notations
27	IS0001481382	Financial Records in include bank and tax records (K.W.H.) as well as Wal-Mart Money Cards / Visa debit cards in the name of Brian Adams Account #s: ending in 9026 & 3437
28	IS0001481383	Original Business Card in the name of Brian Anderson, MD (seized in LCSO case # 2018-00082472)
29	IS0001481392	Apple iPhone (black in color) located in Wedgeworth's bedroom (top of chest of drawer dresser) shared with W.W.
31	IS0001481394	Contents of black/grey checkered men's wallet containing business cards, debit cards, membership cards, Alabama ID Card, Social Security Card which are <b>NOT</b> in the name of Brian Wedgeworth

32	IS0001481340	California Driver's License in the name of Brian L. Mims with Brian Wedgeworth's picture
33	IS0001723849	1 Black MasterLock Digital Safe Model X055ML Serial #: X055MLN3430054155M
34	IS0001723850	1 framed University of Pennsylvania diploma in the name of Brian Lamar Mims
35	IS0001723851	1 white Apple Watch Box with serial # ending in Q1XQ, 1 black Apple iPhone 13 Pro Max with serial # ending in 4QrW, and 1 black Apple iPhone 13 Pro Max with serial # ending in V67G
36	IS0001723852	1 white Apple bag containing: 1 T-Mobile SIM Card. SIM card # ending in 329F, 2 Apple Store Receipts, and 1 Apple tool with Apple sticker
37	IS0001723853	2 Johnston & Murphy Magazines addressed to Brian Mims 2 Orkin letters addressed to Brian Mims 1 Molly Maid letter addressed to Brian Mims – addressed to a residence in Spring Hill, TN 37174
38	IS0001723854	1 black Apple iPhone in clear hard plastic cell phone case. 1 white Apple cable cord.
39	IS0001723855	BMW invoices in the name of Brian Mims.
40	IS0001723856	1 large cardboard box containing the following Kappa Alpha Psi apparel: 1 Red/White Letterman Jacket, 1 Red Sportscoat, 3 Red T-Shirts, 1 Black T-Shirt, 1 Maroon/White Polo Shirt, 1 Red long sleeve Pull-Over jacket, 1 Red Sweatshirt, 1 Red/White Umbrella, 2 Vehicle License Plate Brackets, 1 Red/White winter hat, 1 Khaki ballcap hat, 1 Red/White (untied) bowtie
41	IS0001723857	1 cardboard box containing the following articles of clothing: 3 white physician coats bearing the name "Dr. Brian Mims," 3 Medical Scrub Top Shirts bearing the name "Dr. Brian Mims," and 1 grey Harvard T-shirt
42	IS0001723859	1 white ring box (Shane Co.) containing 1 white gold (14K) ring with 10 small round diamonds fixed on the ring band totaling 1.05 carats (S/N 21E03ZZ) obtained from Dr. W.W., and 1 oval diamond on top of the ring band estimated to weigh 2.01 carats with SI1 clarity and E color (S/N 20101QH) obtained from Dr. W.W.



43	IS0001723861	1 blue watch winder box, 1 green watch winder box, and 1 power cord
44	IS0001723862	1 black Motorola cell phone box with IMEI # ending in 3693, and 1 white iPhone cell phone box with Serial # ending in ODXP.
45	IS0001723863	1 white Apple iPad Magic Keyboard box with serial # ending in OY09, and 1 white Apple iPad Pro box with serial # ending in 9DLO
46	IS0001723864	1 black AT&T Nighthawk LTE Mobile Hotspot Router box with IMEI # ending in 2464, 1 black Samsung Note 20 Cell Phone Box with SIM Serial # ending in 242F, and 1 black T-Mobile Hotspot Router box with IMEI # ending in 7604
48	IS0001723866	White envelope marked Shane Co. containing documents from Shane Co. (jewelry vendor) of Franklin, TN, including: 1 Sales Receipt for Diamond Ring, 1 Claim Check for Diamond Ring, and 1 COA for Diamond Ring
49	IS0001723867	1 Bank of America Letter in the name of Brian Wedgeworth, and 1 Family Leisure Furniture Invoice in the name of W.W.
50	IS0001723868	Harvard Medical School Student Transcript in the name of Brian L. Mims (2 pages in total)
51	IS0001723869	1 Casio G-Shock Sports Watch (white in color)
52	n/a	\$9,742.60 and any applicable interest accrued since October 28, 2020, that is held in the T.D. Ameritrade account ending in 2283, held in the name of the defendant
53	n/a	\$84,126.63 and any applicable interest accrued since June 17, 2021, held in the Bank of America, N.A. account ending in 5468, held in the name of the defendant
54	n/a	\$5,278.51 and any applicable interest accrued since July 14, 2021, in the U.S. Bank account ending in 3274, held in the name of the defendant
55	n/a	\$567.08 and any applicable interest accrued since October 18, 2021, in the Woodforest National Bank account ending in 5181, held in the name of the defendant

b. By voluntarily pleading guilty to the charge(s) in the Indictment, Defendant, as to the count(s) pled herein, knowingly waives and gives up

constitutional rights which attend a defendant on trial in a criminal case. These constitutional rights include: the right to plead not guilty; the right to have a jury or judge determine guilt on the evidence presented; the right to compel the government to prove guilt beyond a reasonable doubt; the right to confront and cross-examine witnesses; the right not to be compelled to incriminate oneself; the right to testify; the right to present evidence; and the right to compel the attendance of witnesses.

c. Defendant is pleading guilty because Defendant is in fact guilty of the charge(s) alleged in Counts One through Twenty-Five of the Indictment. In pleading guilty, Defendant acknowledges that were this case to go to trial, the government would present evidence to support the charge(s) beyond a reasonable doubt.

d. Upon the District Court's adjudication of guilt of Defendant for the charged crime(s), the United States Attorney, Northern District of Florida, will not file any further criminal charges against Defendant arising out of the same transactions or occurrences to which Defendant has pled. Defendant agrees that substantial evidence exists to support the charge(s), as indicated in the agreed-upon statement of facts incorporated by reference into this plea agreement.

e. Nothing in this agreement shall protect Defendant in any way from prosecution for any offense committed after the date of this agreement.

f. If Defendant is not a citizen of the United States, Defendant understands that this conviction may adversely affect Defendant's immigration





status, and Defendant may be removed from the United States, denied citizenship in the United States, and denied admission to the United States in the future.

g. The parties agree that the sentence to be imposed is left solely to the discretion of the District Court, which is required to consult the United States Sentencing Guidelines and take them into account when sentencing Defendant. The parties further understand and agree that the District Court's discretion in imposing sentence is limited only by the statutory maximum sentence and any mandatory minimum sentence prescribed by statute for the offense(s).

h. Both parties reserve the right to advise the District Court and other authorities of their versions of the circumstances surrounding the offense(s) committed by Defendant. The United States Attorney further reserves the right to correct any misstatements by Defendant or Defendant's attorney and to present evidence and make arguments pertaining to the application of the sentencing guidelines and the considerations set forth in Title 18, United States Code, Section 3553(a), including sentencing recommendations, and whether departure or variance upward or downward is appropriate.

### 3. SENTENCING

a. Defendant understands that any prediction of the sentence that may be imposed is not a guarantee or binding promise. Due to the variety and complexity of



issues that may arise at sentencing, the sentence may not be subject to accurate prediction.

b. The parties understand and agree that either party may offer additional evidence relevant to sentencing issues. However, the Court is not limited to consideration of the facts and events provided by the parties. Adverse rulings or a sentence greater than anticipated shall not be grounds for withdrawal of Defendant's plea.

c. The parties reserve the right to appeal any sentence imposed.

#### 4. VICTIM RESTITUTION

Defendant agrees to make full restitution to the victims in an amount to be determined by the Court. Such restitution shall include direct losses totaling \$1,039,122.01 (an amount to which the Defendant specifically agrees) in the amounts listed below, but may include additional amounts as determined by the Court:

<u>Victim Name</u>	<u>Amount</u>
N.S.	\$ 3,179.00
Dr. K.H.	\$ 31,624.85
R.E.M.	\$ 51,635.00
S.H.	\$ 15,599.53
A.P.	\$ 14,490.39
L.K.A.	\$ 114,981.47
S.M.P.	\$ 15,200.00
K.P.	\$ 87,828.00
A.A.	\$ 29,400.00

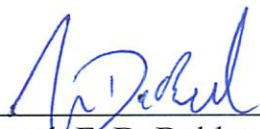
C.D.	\$	16,095.00
L.H.	\$	12,500.00
H.R.C.	\$	71,330.00
C.H.	\$	38,240.50
E.R.G.	\$	34,697.61
P.T.	\$	75,000.00
E.L.T.	\$	27,659.30
M.R.	\$	53,833.91
J.S.	\$	12,350.00
E.C.	\$	11,500.00
S.D.	\$	62,085.96
Dr. D.A.	\$	8,400.00
Dr. C.W.	\$	88,739.67
Dr. W.W.	\$	40,000.00
C.G.	\$	19,694.25
S.F.	\$	5,000.00
T.J. (f/k/a T.F.)	\$	6,673.00
T.B.	\$	6,959.00
L.C.	\$	2,600.00
C.D.	\$	9,200.00
M.D.	\$	1,000.00
S.L.	\$	1,500.00
N.L.	\$	6,300.57
H.L.	\$	2,000.00
T.P.	\$	2,500.00
T.T.	\$	15,000.00
R.W.	\$	9,500.00
A.W.	\$	16,025.00
G.	\$	6,700.00
J.G.	\$	2,900.00
J.S.	\$	9,200.00

Defendant agrees that the total amount of restitution may include losses resulting from related conduct for which Defendant was not convicted, if the loss flowed directly from the relevant conduct of which Defendant was a part.



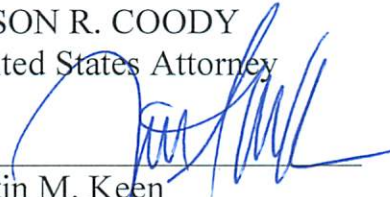
CONCLUSION

In every case in the Northern District of Florida in which the parties enter a Plea Agreement, the Court requires the parties to enter a sealed Supplement to Plea Agreement indicating whether or not Defendant agrees to cooperate with the United States Attorney. The parties agree to the Supplement to Plea Agreement entered in this case. Defendant enters this agreement knowingly, voluntarily, and upon advice of counsel.

  
\_\_\_\_\_  
Joseph F. DeBelder  
Attorney for Defendant  
5/19/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brian Brainard Wedgeworth  
Defendant

MAY 19, 2022  
\_\_\_\_\_  
Date

JASON R. COODY  
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\_\_\_\_\_  
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\_\_\_\_\_  
Date