

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

**December 30, 2013**

Date of Report (Date of earliest event reported)

**FRESH START PRIVATE MANAGEMENT INC.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction of  
incorporation)

**333-153381**

(Commission File Number)

**26-1972677**

(IRS Employer Identification No.)

**601 N. Parkcenter Drive**  
**Suite 103**

**Santa Ana, California**

(Address of principal executive offices)

**92705**

(Zip Code)

**(714) 462-4880**

Registrant's telephone number, including area code

**N/A**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## SECTION 1. REGISTRANT'S BUSINESS AND OPERATIONS

### ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

#### Letter of Understanding

The Board of Directors of Fresh Start Private Management Inc., a Nevada corporation (the "Company") authorized the execution of a letter of understanding dated December 30, 2013 (the "Letter of Understanding") with Trinity Rx Solutions LLC ("Trinity Rx") and Sal Amodeo, the sole member of Trinity Rx ("Amodeo"). The Company is involved in establishing alcohol rehabilitation and treatment centers and has created certain alcohol therapeutic and rehabilitation programs (the "Counseling Programs") consisting of a Naltrexone implant that is placed under the skin in the lower abdomen coupled with life counseling sessions from specialized counselors (the "Naltrexone Implant"). The Naltrexone implant formula is owned by Trinity Rx. The Company entered into an exclusive license dated September 7, 2010 (the "License Agreement") with Trinity Rx. In accordance with the terms and provisions of the License Agreement, Trinity Rx provides to the Company the Naltrexone Implant that has been designed for alcoholism. A copy of the License Agreement with Trinity Rx is incorporated herein by reference and was filed as Exhibit 10.3 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on November 4, 2011.

In accordance with the terms and provisions of the Letter of Understanding, Trinity Rx shall transfer all of its assets, intellectual property and contractual rights, including the Naltrexone Implant, to the Company. The Company shall pay an initial refundable deposit of \$25,000 as evidence of good faith in moving forward to consummation of a definitive agreement with Trinity Rx. The Letter of Understanding further provides that expressly contingent upon a formal definitive agreement being reached between the Company and Trinity Rx, the Company shall pay to Amodeo an aggregate \$500,000 as follows: (i) \$200,000 to be paid no later than 90 days after execution of the Letter of Understanding; (ii) \$200,000 no later than 180 days after execution of the Letter of Understanding; and (iii) \$100,000 no later than 270 days after execution of the Letter of Understanding.

In further accordance with the terms and provisions of the Letter of Understanding, the Company shall: (i) issue 2,000,000 shares of its restricted common stock; (ii) enter into a four-year service agreement with Amodeo pursuant to which Amodeo shall earn compensation in the approximate amount of \$75,000, including a bonus plan; and (iii) pay to Amodeo a royalty equal to ten percent (10%) of gross revenues generated by the sale of the Alcohol Rehabilitation Program less hard cost of the Naltrexone Implant until such time as Amodeo has received a total of \$500,000, which royalty payment is dependent solely upon actual sales.

Lastly, in accordance with the terms and provisions of the Letter of Understanding and with regards to any other formulas developed or possessed by Trinity Rx, the Company shall have the right of first refusal to obtain exclusive rights consistent with those rights associated with the Naltrexone Implant in exchange for agreeing to pay Trinity Rx \$500,000 for each additional formula. The payment of such funds shall be made via royalty payments in the amount of 10% of gross sales once each formula is placed into market until the total fee of \$500,000 is paid. In the event that the Company must perform research and development in order to ready a formula for market, then the 10% royalty shall be reduced to 5% until such time as the research and development costs have been recovered by the Company after which time the royalty rate shall return to 10%.

## **SECTION 9 – FINANCIAL STATEMENTS AND EXHIBITS**

### **Item 9.01 Financial Statements and Exhibits**

#### **(a) Financial Statements of Business Acquired.**

Not applicable.

#### **(b) Pro forma Financial Information.**

Not applicable.

#### **(c) Shell Company Transaction.**

Not applicable.

#### **(d) Exhibits.**

10.01 Letter of Understanding dated December 30, 2013 between Fresh Start Private Management Inc. and Trinity Rx Solutions LLC.

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

### FRESH START PRIVATE MANAGEMENT INC.

DATE: January 2, 2014

By: /s/ Kent Emry

Name: Kent Emry

Title: Chief Executive Officer

**LETTER OF UNDERSTANDING**

This letter shall serve as a written memorialization of the terms already expressed and agreed to in principle by the parties for the eventual transfer of TRINITY RX SOLUTIONS, LLC "Trinity" and all of its' assets, intellectual property and contractual rights including, but not limited to the NALTREXONE IMPLANT "Implant" formula(s) created by Dr. Rowe of Australia and owned by Trinity to FRESH START PRIVATE MANAGEMENT, INC. "Fresh Start." All parties represent, acknowledge and pledge that each possesses all rights required to perform all obligations necessary to result in Fresh Start possessing the exclusive right to market, distribute and commercially exploit the Implant without reservation or limitation.

In exchange for the transfer detailed above Fresh Start, upon the execution of this letter shall pay to Sal Amodeo of Trinity the sum of Twenty-Five Thousand Dollars (\$25,000.00) as a refundable deposit and showing of good faith of their intent to enter into a formal agreement with Trinity and its' owner Sal Amodeo in which Fresh Start shall provide consideration consisting of a cash payment of an additional Five Hundred Thousand Dollars (\$500,000.00) within nine months of this Letter of Intent being executed and the parties herein entering into a formal agreement consistent with the terms of the Letter of Intent.

Expressly contingent upon a formal agreement being reached between the parties within ninety (90) days of the execution of this letter of intent, Five Hundred Thousand Dollars (\$500,000.00) shall be paid to Sal Amodeo in three installments as follows. In the event that no formal agreement is reached within ninety (90) days of this letter's execution, no further payments by Fresh Start shall be owed or paid and the Twenty-Five Thousand Dollars (\$25,000) refundable deposit will be due back to Fresh Start unless mutually extended by both parties:

Payment 1 in the amount of \$200,000.00 to be paid no later than ninety (90) days after execution of this letter of intent;

Payment 2 in the amount of \$200,000.00 to be paid no later than one hundred and eighty (180) days after the execution of this letter of intent; and

Payment 3 in the amount of \$100,000.00 to be paid no later than two hundred and seventy (270) days after the execution of this letter of intent;

In addition, and as terms of the formal agreement contemplated between the parties Fresh Start shall also bestow upon Sal Amodeo the additional compensation:

- two million common (2,000,000) restricted shares of Fresh Start;
- a four year service agreement under which Sal Amodeo, as either an employee or consultant shall be compensated in an amount equal to the current rate being earned by Fresh Start employees (\$75,000.00) including the bonus plan at the time that this letter is executed.

In addition to the aforementioned compensation and consideration and after the 3 installments totaling Five Hundred Thousand Dollars (\$500,000) has been paid to Sal Amodeo, Sal Amodeo shall be paid a royalty rate equal to ten percent (10%) of gross revenues generated by the sale of the program minus the hard cost of the implants until such time as Sal Amodeo has received a total of Five Hundred Thousand Dollars (\$500,000.00). This royalty payment is dependent solely upon actual program sales and will only be paid in the event that sales actually occur. There is no time limit for these payments to be made as they will be directly related to actual sales.

With regard to any other formulas other than the Naltrexone Implant possessed and/or controlled by Trinity are desired for use by Fresh Start, then Fresh Start shall have the first right of refusal to obtain exclusive rights consistent with those obtained for the Implant. Fresh Start shall have this opportunity in exchange for agreeing to pay to Trinity Five Hundred Thousand Dollars (\$500,000.00) for each additional formula. The payment of these funds shall be made via royalty payments in the amount of ten percent (10%) of gross sales once each formula is placed into market until the total fee of Five Hundred Thousand Dollars (\$500,000.00). In the event that Fresh Start must perform research and development in order to ready a formula for market then the ten percent (10%) royalty shall be reduced to five percent (5%) until such time as the research and development costs have been recouped by Fresh Start after which the royalty rate shall return to ten percent (10%) until the five hundred thousand dollars (\$500,000.00) has been fully paid.

Sal Amodeo shall assist Fresh Start in entering into an agreement with Dr. Rowe under which Dr. Rowe shall provide Fresh Start with consulting and research and development services.

It is further understood and acknowledged by all parties that upon the execution of this letter of intent the parties shall immediately work together in good faith to create a formal agreement consistent with the terms expressed herein.

Trinity/Sal Amodeo

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Date: \_\_\_\_\_

Fresh Start Private Management, Inc.

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Date: \_\_\_\_\_