

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the United States Department of Veterans Affairs (collectively the "United States"), Smith & Nephew, Inc., and Samuel Cox, III (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Smith & Nephew, Inc. (Smith & Nephew) is a United States subsidiary of Smith & Nephew plc, with operations in, among other places, Memphis, Tennessee and Andover, Massachusetts. Smith & Nephew manufactures and sells medical devices and other products.

B. On or about September 2, 2008, Smith & Nephew disclosed ("Disclosure") to the Department of Veterans Affairs and the Department of Defense that it had made sales of certain medical devices that did not comply with country-of-origin provisions in certain Government contracts. By letter dated November 18, 2008, the Department of Defense informed Smith & Nephew that it was deferring to the Department of Veterans Affairs regarding the handling of Smith & Nephew's Disclosure. Smith & Nephew thereafter provided the Department of Veterans Affairs with supplements to its Disclosure which, among other things, provided updated calculations of the value of potentially non-compliant sales to Federal Government customers and discussed implementation of corrective measures in an effort to address underlying causes of the non-compliant sales.

C. On or about December 1, 2008, Samuel Cox, III (the Relator) filed a *qui tam* action in the United States District Court for the Western District of Tennessee captioned *United States ex rel. Cox v. Smith & Nephew, Inc.*, Case No. 2:08-cv-02832-JTF-tmp (W.D. Tenn.), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Civil Action). The Relator alleged that Smith & Nephew knowingly violated the Trade Agreements Act, 19 U.S.C. § 2501, *et seq.*, and the False Claims Act, by selling medical devices to the Federal Government that had been manufactured in non-designated countries.

D. During the discovery process in the Civil Action, Smith & Nephew produced to the Relator two spreadsheets identifying medical devices that its Recon and Trauma business sold to the government under Federal Supply Schedule Contract Nos. V797P-4403A and V797P-9125, between December 1, 2002 and July 31, 2012 that may not have been compliant with the Trade Agreements Act. One spreadsheet, entitled “2002-2010 Analysis 10222013,” was included as Exhibit 90 to the December 5, 2013 deposition of Winfield Ellard taken in the Civil Action (Exhibit 90). The other spreadsheet, entitled “2010-2012 Analysis Link,” was Exhibit 91 to the December 5, 2013 deposition of Mr. Ellard taken in the Civil Action (Exhibit 91). Sales that may not have complied with the Trade Agreements Act were designated with the word “no” in the “Revised Compliant (Aug 2012)” field of the “Source Data” tab in Exhibit 90, and with the words “no” or “no batch” in the “Compliance2” field of the “Source Data” tab in Exhibit 91.

E. Exhibits 90 and 91 also identified certain medical devices that Smith & Nephew’s Recon and Trauma business sold to the government under contracts other than

Federal Supply Schedule Contract Nos. V797P-4403A or V797P-9125 that may not have been compliant with the Trade Agreements Act. These devices are identified on Exhibit I to this Agreement.

F. Smith & Nephew has provided to the United States and the Relator additional spreadsheets identifying products that it sold to the government that may not have been compliant with the Trade Agreements Act. These are attached to this Agreement as Exhibits 2-5.

G. The United States contends that the medical devices that Smith & Nephew has identified as potentially noncompliant, as described in paragraphs D, E, and F, above, may have a country of origin of Malaysia or another non-designated country under the Trade Agreements Act, and that Smith & Nephew's sale of these devices to the United States may therefore have violated the Trade Agreements Act. The United States contends that it has certain civil claims against Smith & Nephew arising from this conduct, which is referred to below as the Covered Conduct.

H. This Agreement is neither an admission of liability by Smith & Nephew nor a concession by the United States that its claims are not well founded. Smith & Nephew denies the allegations.

I. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. No later than ten (10) days after the Effective Date of this Agreement, Smith & Nephew shall pay to the United States eight million, three hundred and seven thousand, four hundred and ten dollars (\$8,307,410) (the Settlement Amount) by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's office for the Western District of Tennessee.
2. Conditioned upon the United States receiving the Settlement Amount from Smith & Nephew and as soon as feasible after receipt, the United States shall pay 28 percent of the Settlement Amount, or \$2,326,074.80, to Relator by electronic funds transfer.
3. No later than ten (10) days after the Effective Date of this Agreement, Smith & Nephew shall pay to Relator five thousand dollars (\$5,000), by electronic funds transfer pursuant to written instructions to be provided by Relators' Counsel, to resolve Relator's claims for retaliation under 31 U.S.C. § 3730(h).
4. No later than ten (10) days after the Effective Date of this Agreement, Smith & Nephew shall pay to Relators' Counsel three million dollars (\$3,000,000), by electronic funds transfer pursuant to written instructions to be provided by Relators' Counsel, to resolve Relators' claims for reasonable attorneys' fees, expenses, and costs under 31 U.S.C. § 3730(d).
5. Subject to the exceptions in Paragraph 7 (concerning excluded claims) below, and conditioned upon Smith & Nephew's full payment of the Settlement Amount, the United States releases Smith & Nephew, together with its current and former officers, directors, employees, affiliates, parent corporations, direct and indirect subsidiaries,

brother or sister corporations, and divisions and subdivisions, and the successors of any of them, from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Contract Disputes Act, 41 U.S.C. § 601 et seq.; the Trade Agreements Act; any statutory provision creating a cause of action for civil damages or penalties for which the Civil Division of the Department of Justice has actual and present authority to assert and compromise pursuant to 28 C.F.R. Part O, Subpart I, 0.45(d); or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

6. Conditioned upon Smith & Nephew's full payment of the Settlement Amount and the amounts specified in Paragraphs 3 and 4 above, Relator, for himself/herself and for his/her heirs, successors, attorneys, agents, and assigns, fully and finally releases Smith & Nephew, together with its current and former officers, directors, employees, affiliates, parent corporations, direct and indirect subsidiaries, brother or sister corporations, and divisions and subdivisions, and the successors or assigns of any of them, from (a) all claims that Relator has asserted, could have asserted or may assert in the future relating to sales of any products by Smith & Nephew to any Government customer; (b) all claims Relator has asserted, could have asserted or may assert in the future in or related to the Civil Action; (c) all claims Relator has asserted, could have asserted or may assert in the future related to Relator's employment by Smith & Nephew; (d) all claims Relator has asserted, could have asserted or may assert in the future under 31 U.S.C. § 3730(d) for expenses, attorney's fees and/or costs related to the Civil Action; (e) all claims Relator has asserted, could have asserted or may assert in the future under

31 U.S.C. § 3730(h) for expenses, attorney's fees and/or costs related to the Civil Action; and (f) any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

7. Notwithstanding the releases given in paragraph 5 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in the Agreement, any administrative liability, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- g. Any liability for failure to deliver goods or services due;
- h. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and
- i. Any liability of individuals other than those identified in paragraph 5, above.

8. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

Conditioned upon Relator's receipt of the payment described in Paragraph 2, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

9. Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases Smith & Nephew, and its officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorney's fees and costs.

10. Smith & Nephew waives and shall not assert any defenses it may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

11. Smith & Nephew fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Smith & Nephew has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

12. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Smith & Nephew, and its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Smith & Nephew's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment Smith & Nephew makes to the United States pursuant to this Agreement and any payments that Smith & Nephew may make to Relator, including costs and attorneys fees,

are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Smith & Nephew, and Smith & Nephew shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, Smith & Nephew shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Smith & Nephew or any of its subsidiaries or affiliates from the United States. Smith & Nephew agrees that the United States, at a minimum, shall be entitled to recoup from Smith & Nephew any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Smith & Nephew's books and records and to disagree with any calculations submitted by Smith & Nephew or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Smith & Nephew, or the effect of any such Unallowable Costs on the amount of such payments.

13. This Agreement is intended to be for the benefit of the Parties only.

14. Upon receipt of the payment described in Paragraph 1, above, the Parties shall promptly sign and file in the Civil Action the Joint Stipulation of Dismissal of the Civil Action, in the form attached hereto as Attachment A, pursuant to Rule 41(a)(1).

15. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

16. Each party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

17. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Western District of Tennessee. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

18. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

19. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

20. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

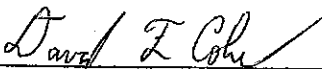
21. This Agreement is binding on Smith & Nephew's successors, transferees, heirs, and assigns.

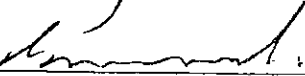
22. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

23. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

24. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 8/21/14 BY: 
David T. Cohen
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 8/26/14 BY: 
Stuart Canale
Assistant United States Attorney
Western District of Tennessee

SMITH & NEPHEW, INC.

DATED: _____ BY: _____
Jean W. Mercer
Assistant Secretary
Smith & Nephew, Inc.

DATED: _____ BY: _____
Peter Keisler
Robert J. Conlan
Sidley & Austin LLP
Counsel for Smith & Nephew, Inc.

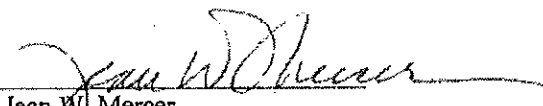
24. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

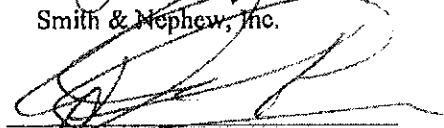
THE UNITED STATES OF AMERICA

DATED: _____ BY: _____
David T. Cohen
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____ BY: _____
Stuart Canale
Assistant United States Attorney
Western District of Tennessee

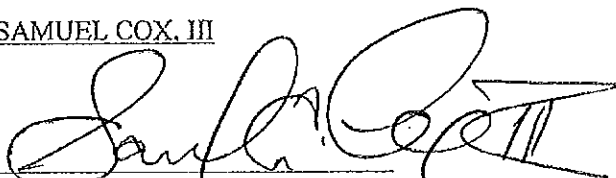
SMITH & NEPHEW, INC.

DATED: 8-13-14 BY: 
Jean W. Mercer
Assistant Secretary
Smith & Nephew, Inc.


DATED: 8/19/14 BY: 
Peter Keisler
Robert J. Conlan
Sidley & Austin LLP
Counsel for Smith & Nephew, Inc.

SAMUEL COX, III

DATED: 8/21/2014 BY:


Samuel Cox, III

DATED: 8/19/14 BY:


Counsel for Samuel Cox, III

Robert Morris
Chairman of Safford

Exhibit 1

Exhibit 2

Exhibit 2

Invoice Number	Material Description	Customer Number	SHS To Name	Street Address	City	ST	Postal Code	Contract Number	Transaction Type	Invoice Number	Billing Date	Ship Date	Unit Code	Sales Code	Invoice Quantity (EA)	Gross Value	Net Price	Comm. TAA	Product	Buyer Name	Year
7200016	DIALYSIS CABLE FOR ES5205	000010545	NAVAL MED CTR	34600 Bob Wilson Dr	San Diego	CA	92134-1098		Sale	005045-118	16/02/2008	16/02/2008	EA	4	\$ 240.00	\$ 60.00	No	Met	METRO MEDICAL EQUIPMENT & SUPPLY IN	2008	
7200016	DIALYSIS CABLE FOR ES5205	000011582	V.A. HOSPITAL	4500 S Lancaster Rd	Dallas	TX	75216-7167		Sale	005255-642	17/02/2008	17/02/2008	EA	2	\$ 150.00	\$ 60.00	No	Met	METRO MEDICAL EQUIPMENT & SUPPLY IN	2008	
7200016	DIALYSIS CABLE FOR ES5205	000011581	V.A. HOSPITAL	4500 S Lancaster Rd	Dallas	TX	75216-7167		Sale	005255-642	17/02/2008	17/02/2008	EA	2	\$ 150.00	\$ 60.00	No	Met	METRO MEDICAL EQUIPMENT & SUPPLY IN	2008	
7200016	DIALYSIS CABLE FOR ES5205	000011581	V.A. WEST WASH HOSP	2300 W. ALICE ST	CHICAGO	IL	60608-2153		Sale	005255-642	17/02/2008	17/02/2008	EA	2	\$ 150.00	\$ 60.00	No	Met	METRO MEDICAL EQUIPMENT & SUPPLY IN	2008	
7200016	DIALYSIS CABLE FOR ES5205	000011268	V.A. HOSPITAL	1501 San Pablo Dr SE	ANDOVERMASS	MA	01828-4153		Sale	005255-642	17/02/2008	17/02/2008	EA	3	\$ 180.00	\$ 60.00	No	Met	METRO MEDICAL EQUIPMENT & SUPPLY IN	2008	
7200016	DIALYSIS CABLE FOR ES5205	000011269	V.A. HOSPITAL	3710 S W U.S. VETERANS HOSP RD	PORTLAND	OR	97201		Sale	005255-642	17/02/2008	17/02/2008	EA	1	\$ 65.00	\$ 65.00	No	Met	V.A. DATA USA PORTLAND OR	2008	
7200016	DIALYSIS CABLE FOR ES5205	000011269	V.A. HOSPITAL	3710 S W U.S. VETERANS HOSP RD	PORTLAND	OR	97201		Admin	005111-123	16/02/2009	16/02/2009	EA	1	\$ 65.00	\$ 65.00	No	Met	V.A. DATA USA PORTLAND OR	2009	
7200016	DIALYSIS CABLE FOR ES5205	000011269	V.A. HOSPITAL	3710 S W U.S. VETERANS HOSP RD	PORTLAND	OR	97201		Sale	005111-124	16/02/2009	16/02/2009	EA	1	\$ 65.00	\$ 65.00	No	Met	METRO MEDICAL EQUIPMENT & SUPPLY IN	2009	
7200016	DIALYSIS CABLE FOR ES5205	000011269	V.A. HOSPITAL	3710 S W U.S. VETERANS HOSP RD	PORTLAND	OR	97201		Sale	005111-124	16/02/2009	16/02/2009	EA	2	\$ 130.00	\$ 65.00	No	Met	METRO MEDICAL EQUIPMENT & SUPPLY IN	2009	
7200016	DIALYSIS CABLE FOR ES5205	000011246	V.A. MEDICAL CENTER	600 Cambridge Ave	Port Jervis	NY	13294-124		Sale	005111-807	17/12/2008	17/12/2008	EA	1	\$ 65.00	\$ 65.00	No	Met	METRO MEDICAL EQUIPMENT & SUPPLY IN	2008	
7200016	DIALYSIS CABLE FOR ES5205	000011246	V.A. MEDICAL CENTER	600 Cambridge Ave	Port Jervis	NY	13294-124		Sale	005111-808	17/12/2008	17/12/2008	EA	1	\$ 65.00	\$ 65.00	No	Met	METRO MEDICAL EQUIPMENT & SUPPLY IN	2008	
7200016	DIALYSIS CABLE FOR ES5205	000011202	V.A. MEDICAL CENTER	1000 POLY PLAZE	BROOKLYN	NY	11209		Sale	005111-808	17/12/2009	17/12/2009	EA	2	\$ 130.00	\$ 65.00	No	Met	V.A. DATA USA BROOKLYN NY	2009	
															\$ 1,360.00						

Exhibit 3

Exhibit 4

Exhibit 4

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Customer Number	Name	Address	City	State	Zip	US Gov. Contract	Invoice Number	Invoice Date	Item Number	Item Description	Invoice Quantity	Net Price Unit	Extended Sales Amount	Unit Price	TAX Compliant
411500	VAMC	1900 West Sunville	SPRINGFIELD	MO	65807	V7977-4403A	1393844	20090427 7133	PRIMAPORE 252-718/N N STR100	20	23.76	475.30	23.76	N	
400000	VAMC	US Med Ctr for Fed Prisoners	SPRINGFIELD	MO	65807	V7977-4403A	1407002	20090501 58431500	PRIMAPORE 252-718/N N STR100	20	23.76	475.30	23.76	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1459335	20090501 58431500	SECURA PROTECTIVE OINTMENTZ.47	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1459402	20090501 58431500	SECURA PROTECTIVE OINTMENTZ.47	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1459806	20090501 58431500	SECURA PROTECTIVE OINTMENTZ.47	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1462868	20090501 58431500	SECURA PROTECTIVE OINTMENTZ.47	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1464271	20090501 58431500	SECURA PROTECTIVE OINTMENTZ.47	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1466253	20090501 58431500	SECURA PROTECTIVE OINTMENTZ.47	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1471221	20090501 58431500	SECURA PROTECTIVE OINTMENTZ.47	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1472991	20090501 58431500	SECURA PROTECTIVE OINTMENTZ.47	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1476239	20090501 58431500	SECURA PROTECTIVE OINTMENTZ.47	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1476991	20090501 58431500	SECURA PROTECTIVE OINTMENTZ.47	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1482577	20090501 58431500	SECURA PROTECTIVE OINTMENTZ.47	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1482578	20090501 58431500	SECURA PROTECTIVE OINTMENTZ.47	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1487232	20091005 58431500	SECURA PROTECTIVE OINTMENTZ.47	72	6.23	448.56	6.23	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1487233	20091005 58431500	SECURA PROTECTIVE OINTMENTZ.47	72	6.23	448.56	6.23	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1491137	20091020 58431500	SECURA PROTECTIVE OINTMENTZ.47	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1494314	20091104 449600	SECURA PROTECTIVE OINTMENTZ.47	120	2.04	244.80	2.04	N	
400000	VAMC	425 Fisher Street	MARQUETTE	MI	49855	V7977-4403A	1495912	20091111 58431500	SECURA PROTECTIVE OINTMENTZ.47	96	2.04	195.84	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1495845	20091111 58431500	SECURA PROTECTIVE OINTMENTZ.47	72	6.23	448.56	6.23	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1496287	20091120 58431500	SECURA PROTECTIVE OINTMENTZ.47	24	2.04	48.96	2.04	N	
400000	VAMC	5601 Stafford Drive	NELLS AFB	NV	89151	V7977-5017b	1496188	20091120 58431500	SECURA PROTECTIVE OINTMENTZ.47	24	2.04	48.96	2.04	N	
400000	VAMC	5601 Stafford Drive	NELLS AFB	NV	89151	V7977-5017b	1500851	20091120 58431500	SECURA PROTECTIVE OINTMENTZ.47	24	2.04	48.96	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1500800	20091204 58431500	SECURA PROTECTIVE OINTMENTZ.47	240	2.04	489.60	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1502048	20091216 58431500	SECURA PROTECTIVE OINTMENTZ.47	240	2.04	489.60	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1507849	20100111 449600	SECURA PROTECTIVE OINTMENTZ.47	240	2.04	489.60	2.04	N	
400000	VAMC	425 Fisher Street	MARQUETTE	MI	49855	V7977-4403A	1510217	20100121 449600	SECURA PROTECTIVE OINTMENTZ.47	36	8.94	321.73	8.94	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1510217	20100121 58431500	SECURA PROTECTIVE OINTMENTZ.47	48	6.23	299.04	6.23	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1513674	20100216 58431500	SECURA PROTECTIVE OINTMENTZ.47	240	2.04	489.60	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1513951	20100216 58431500	SECURA PROTECTIVE OINTMENTZ.47	96	6.23	598.08	6.23	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1513951	20100216 58431500	SECURA PROTECTIVE OINTMENTZ.47	96	6.23	598.08	6.23	N	

Exhibit 5

Exhibit \$

DATE	STATE	CITY	ZIP	DESCRIPTION	QTY	UNIT PRICE	TOTAL
08/2012	TX	SAN ANTONIO	7820154	INT HEX CAP SCR 5.0MM X 30MM	1	138.88	138.88
08/2012	TX	SAN ANTONIO	7820154	INT HEX CAP SCR 5.0MM X 35MM	2	277.76	277.76
08/2012	ID	BOISE	8186504	REF INTERFIT THRD HOLE COVER	1		
08/2012	ID	BOISE	8196602	REF INTERFIT THRD HOLE COVER	1	44.22	44.22
08/2012	KY	LOUISVILLE	8225826	REF INTERFIT THRD HOLE COVER	1	36.18	36.18
08/2012	NJ	EAST ORANGE	8229914	4.5MM SHORT DRILL BIT W/QC	1	34.29	34.29
08/2012	NV	NEW YORK	8231176	GEN TROCAR PIN 1/8	4	304.12	304.12
08/2012	NJ	EAST ORANGE	8184447	LGN SCRW DIS FEM WDG SZ65	1	67.04	67.04
08/2012	CA	SAN FRANCISCO	8221525	5MM	2	1,852.50	1,852.50
08/2012	CA	SAN FRANCISCO	8221525	GEN TROCAR PIN 1/8	5	83.80	83.80
08/2012	CA	SAN FRANCISCO	8227874	GIL LING STEM 10MM X 100MM	1	952.25	952.25
08/2012	CA	SAN FRANCISCO	8227874	LGN CEMENT	1	720.00	720.00
08/2012	CA	SAN FRANCISCO	8227874	STEM 1/2MM X 120MM STRT	1	720.00	720.00
08/2012	CA	SAN FRANCISCO	8227874	LGN CEMENT	1	720.00	720.00
08/2012	CA	SAN FRANCISCO	8227874	STEM 1/2MM X 120MM STRT	1	720.00	720.00
08/2012	CA	SAN FRANCISCO	8234781	LGN OFFSET COUPLER 4MM	2	3,417.50	1,417.50
08/2012	CA	SAN FRANCISCO	8234781	LGN CEMENT	1	720.00	720.00
08/2012	CA	SAN FRANCISCO	8234781	STEM 1/2MM X 120MM STRT	1	720.00	720.00
08/2012	CA	SAN FRANCISCO	8234781	LGN CEMENT	1	708.75	708.75
08/2012	CA	SAN FRANCISCO	8234781	LGN OFFSET COUPLER 6MM	1	708.75	708.75
08/2012	TX	DALLAS	8238024	12.5MM ENTRY REAMER	1	964.61	964.61
08/2012	TX	DALLAS	8238024	3MM X 100MM BALL TP GDE	1	130.59	130.59
08/2012	TX	DALLAS	8238024	3MM X 100MM BALL TP GDE	1	130.59	130.59
08/2012	TX	San Antonio	8066242	RD	2	261.18	261.18
08/2012	VA	PORTSMOUTH	8202790	3MM X 100MM BALL TP GDE	4	522.36	522.36
08/2012	VA	PORTSMOUTH	8202790	INT HEX CAP SCR 5.0MM X 35MM	2	277.76	277.76
08/2012	VA	PORTSMOUTH	8202790	INTER TAN 11.5MM X 13CM	1	1,149.75	1,149.75
08/2012	IA	DES MOINES	8227128	REF INTERFIT THRD HOLE COVER	1	36.18	36.18
08/2012	LA	SHREVEPORT	7575205	3MM X 100MM BALL TP GDE	1	130.59	130.59
08/2012	LA	SHREVEPORT	7575205	INT HEX CAP SCR 5.0MM X 40MM	1	138.88	138.88
08/2012	LA	SHREVEPORT	7575205	INT HEX CAP SCR 5.0MM X 45MM	1	138.88	138.88

Exhibit S

PS, 2012	TX	SAN ANTONIO	8266380	52740288 BROOKE ARMY MED CTR	71691690	3.2 TIP THREADED GUIDE	1	\$	62.26
PS, 2012	VA	Perdambuth	8224890	52741994 NAVAL HOSPITAL	71691116	WIRE	1	\$	984.61
PS, 2012	KY	LOUISVILLE	8270998	52749135 VA MED CTR	71691116	12.5MM ENTRY REAMER	1	\$	984.61
PS, 2012	KY	LOUISVILLE	8270998	52749135 VA MED CTR	71691526	12.5MM ENTRY REAMER	1	\$	130.59
PS, 2012	MS	JACKSON	8212418	52742883 VA MEDICAL CENTER	71696500	3MMX1000MM BALL TP GDE	2	\$	72.36
PS, 2012	KY	LOUISVILLE	8281292	52749135 VA MED CTR	71210002	GEN TROC CAR PIN 1/8	3	\$	154.08
PS, 2012	MS	JACKSON	7826417	52735529 VA MEDICAL CENTER	74012804	QUICK CONNECT TROC PIN	30	\$	389.58
PS, 2012	KY	Lexington	8284302	52747128 VA HOSPITAL	71210002	1/8 X 3	4	\$	67.04
PS, 2012	TX	Houston	8311033	52750667 VA HOSPITAL 580	71691526	3MMX1000MM BALL TP GDE	1	\$	130.59
PS, 2012	TX	Houston	8245977	52750676 VA HOSPITAL 580	71691526	3MMX1000MM BALL TP GDE	3	\$	391.77
PS, 2012	CA	SAN DIEGO	8294047	52752261 DIEGO NAVAL MEDICAL CENTER-58N	71691526	3MMX1000MM BALL TP GDE	2	\$	157.20
PS, 2012	MS	JACKSON	8267790	52755110 VA MEDICAL CENTER	71424029	LGN PRESSFIT STEM 18MM X	1	\$	1,492.64
PS, 2012	TX	DALLAS	8294449	52755150 VA HOSPITAL	71691116	120MM	1	\$	984.61
PS, 2012	TX	DALLAS	8294449	52755150 VA HOSPITAL	71691526	3MMX1000MM BALL TP GDE	1	\$	130.59
PS, 2012	MI	ANN ARBOR	8155993	52759483 VA RECEIVING	71691526	3MMX1000MM BALL TP GDE	1	\$	130.59
PS, 2012	CO	DENVER	8805471	52761504 VA HOSPITAL	71692230	INT HEX CAP SCR 5.0MM X	1	\$	138.88
PS, 2012	CO	DENVER	8305471	52761504 VA HOSPITAL	71675008	3DMM	1	\$	1,149.75
PS, 2012	FL	RIVIERA BEACH	8355512	52760656 VA MEDICAL CENTER	71210002	INTERTAN 11.5MM X 18CM	1	\$	13.60
PS, 2012	AR	LITTLE ROCK	8282982	52769312 VA MEDICAL CENTER	71424051	GEN TROC CAR PIN 1/8	1	\$	699.75
PS, 2012	FL	GAINESVILLE	8289747	52763715 VA HOSPITAL	71691626	LGN PRESSFIT STEM 18MM X	1	\$	130.59
PS, 2012	FL	GAINESVILLE	8289747	52763715 VA HOSPITAL	71691626	3MMX1000MM BALL TP GDE	1	\$	62.26
PS, 2012	TN	MEMPHIS	8315047	52763287 VA MEDICAL CENTER	71340007	3.2 TIP THREADED GUIDE	1	\$	278.10
PS, 2012	TX	Houston	8304448	52763496 VA HOSPITAL 580	71420636	WIRE	1	\$	952.25
PS, 2012	AZ	Tucson	7965554	52765584 VA MEDICAL CENTER	71642230	ACC 2.0MM COCR CABLE	1	\$	138.88
PS, 2012	KY	Lexington	8311853	52765237 VA HOSPITAL	71210002	W/CLAMP	4	\$	67.04
PS, 2012	NM	ALBUQUERQUE	8251837	52765677 VA HOSPITAL	71421667	8II LKNG STEM 18MM X	1	\$	926.25
PS, 2012	TX	EL PASO	8382849	52765520 MEDICAL SUPPLY OFFICER	71691626	INT HEX CAP SCR 5.0MM X	1	\$	130.59
PS, 2012	CA	SAN FRANCISCO	8310954	52767892 VA HOSPITAL (662)	71421668	3MM	2	\$	1,852.50
PS, 2012	CA	SAN FRANCISCO	8310814	52767892 VA HOSPITAL (662)	71424212	LGN SCRW DIS FEM WDG 526	1	\$	720.00

Exhibit 5

PS, 2012	FL	MIAMI	8258115	52767580 VA HOSPITAL	71210002	GEN TROCAR PIN 1/8	12	\$	201.12
PS, 2012	FL	MIAMI	8810025	52767596 VA HOSPITAL	71210002	GEN TROCAR PIN 1/8	4	\$	87.04
PS, 2012	CA	SAN FRANCISCO	8280422	52770922 V A HOSPITAL (662)	71424206	LGN POS FEM WDG 5MM X 57	2	\$	1,692.50
PS, 2012	CA	SAN FRANCISCO	8290422	52770922 V A HOSPITAL (662)	71424188	LGN CEMENT	1	\$	720.00
PS, 2012	CA	SAN FRANCISCO	8290422	52770922 V A HOSPITAL (662)	71424206	STEM 16MMX120MM STRT	1	\$	720.00
PS, 2012	CA	SAN FRANCISCO	8290422	52770922 V A HOSPITAL (662)	71424227	STEM 16MMX160MM STRT	1	\$	708.75
PS, 2012	FL	MIAMI	8810017	52770119 VA HOSPITAL	71424049	LGN OFFSET COUPLER 6MM	1	\$	699.75
PS, 2012	FL	MIAMI	8810017	52770119 VA HOSPITAL	71424053	LGN PRESSFIT STEM 16MM X 160MM	1	\$	699.75
PS, 2012	FL	MIAMI	8810017	52770119 VA HOSPITAL	71424223	LGN OFFSET COUPLER 2MM	1	\$	708.75
PS, 2012	HI	WAINEA	8816988	52769160 KAUAI VETERANS MEM HOSP	71631626	3MMX1000MM BALL TP GDE	1	\$	195.00
PS, 2012	HI	WAINEA	8816988	52769160 KAUAI VETERANS MEM HOSP	71631630	3.2 TIP THREADED GUIDE	2	\$	187.50
PS, 2012	MI	DETROIT	8273927	52770720 V A HOSPITAL	71210002	GEN TROCAR PIN 1/8	1	\$	12.51
PS, 2012	NC	DURHAM	8182345	52769903 V A HOSPITAL DURHAM	71642235	INT HEX CAP SCR 5.0MM X 35MM	1	\$	138.88
PS, 2012	NC	DURHAM	8309613	52769914 V A HOSPITAL DURHAM	71642235	INT HEX CAP SCR 5.0MM X 35MM	1	\$	138.88
PS, 2012	GA	FORT BENNING	8817015	52772950 US ARMY HOSPITAL	71631626	3MMX1000MM BALL TP GDE	1	\$	130.59
PS, 2012	GA	FORT BENNING	8817015	52772950 US ARMY HOSPITAL	71642235	INT HEX CAP SCR 5.0MM X 35MM	1	\$	138.88
PS, 2012	GA	FORT BENNING	8817015	52772950 US ARMY HOSPITAL	71642245	INT HEX CAP SCR 5.0MM X 45MM	1	\$	138.88
PS, 2012	GA	FORT BENNING	8817060	52772956 US ARMY HOSPITAL	71631626	3.2 TIP THREADED GUIDE	1	\$	130.59
PS, 2012	GA	FORT BENNING	8817060	52772956 US ARMY HOSPITAL	71631650	WIRE	1	\$	62.26
PS, 2012	GA	FORT BENNING	8817060	52772956 US ARMY HOSPITAL	71634015	NAIL CAP 1/16MM	1	\$	125.75
PS, 2012	GA	FORT BENNING	8817060	52772956 US ARMY HOSPITAL	71642240	INT HEX CAP SCR 5.0MM X 40MM	1	\$	138.88
PS, 2012	ID	BOISE	8282092	52773382 VA HOSPITAL	71390001	REF INTERFIT THRD HOLE COVER	1	\$	40.20
P10, 2012	AZ	Tucson	8818948	52775448 VA MEDICAL CENTER	71631626	3MMX1000MM BALL TP GDE	3	\$	391.77
P10, 2012	KY	Lexington	8820032	52775255 V A HOSPITAL	71210002	GEN TROCAR PIN 1/8	4	\$	67.04
P10, 2012	VA	PORTSMOUTH	8823507	52775653 NAVAL MEDICAL CENTER	71631116	12.5MM ENTRY REAMER	3	\$	2,953.83
P10, 2012	VA	PORTSMOUTH	8823507	52775653 NAVAL MEDICAL CENTER	71631526	3MMX1000MM BALL TP GDE	4	\$	522.36
P10, 2012	VA	PORTSMOUTH	8826888	52777029 NAVAL MEDICAL CENTER	71642240	INT HEX CAP SCR 5.0MM X 40MM	1	\$	138.88
P10, 2012	KY	LOUISVILLE	8831980	52778463 V A MED CTR	71210002	GEN TROCAR PIN 1/8	12	\$	159.84
P10, 2012	FL	GAINESVILLE	8832851	52779591 V A HOSPITAL	71675269	INTERTAN 10MM X 38CM 1300 LT	1	\$	1,680.40

Exhibit 5

P.O. 2012	MS	JACKSON	8331779	52780172 VA MEDICAL CENTER	74012604	QUICK CONNECT TROC PIN 1/8 X 3	6 \$	48.18	\$	48.18
P.O. 2012	TX	Houston	8349195	52779795 VA HOSPITAL 580	71062701	ANK SPN KIT-MULT CLAMP W/IN HP	21 \$	6,940.28	\$	6,940.28
P.O. 2012	VA	PORTSMOUTH	8326886	52779749 NAVAL MEDICAL CENTER	71531116	12.5MM ENTRY REAMER G/LNG STEM 10MM X	11 \$	984.61	\$	984.61
P.O. 2012	CA	SAN FRANCISCO	8325527	52781195 VA HOSPITAL (662)	71420628	3.00MM	1 \$	952.25	\$	952.25
P.O. 2012	TX	SAN ANTONIO	8322687	52785575 BROOKE ARMY MED CTR	71631626	3MMX100MM BALL TP GDE RD	12 \$	1,567.08	\$	1,567.08
P.O. 2012	TX	SAN ANTONIO	8322667	52785575 BROOKE ARMY MED CTR	71631690	3.2 TIP THREADED GUIDE WIRE	10 \$	622.60	\$	622.60
P.O. 2012	TX	SAN ANTONIO	8317456	52783600 BROOKE ARMY MED CTR	71642245	INT HEX CAP SCR 5.0MM X 45MM	2 \$	277.76	\$	277.76
P.O. 2012	TX	SAN ANTONIO	8338056	52785654 BROOKE ARMY MED CTR	71642240	INT HEX CAP SCR 5.0MM X 40MM	1 \$	138.88	\$	138.88
P.O. 2012	ID	BOISE	8309730	52789366 VA HOSPITAL	71330001	REF INTERFIT THRD HOLE COVER	1	\$	36.18	\$
P.O. 2012	FL	MIAMI	8349352	52790921 VA HOSPITAL	71210002	GEN TROC CAR PIN 1/8 3.2 TIP THREADED GUIDE	13 \$	268.16	\$	268.16
P.O. 2012	VA	PORTSMOUTH	8338109	52790573 NAVAL MEDICAL CENTER	71631690	WIRE	3 \$	186.78	\$	186.78
P.O. 2012	VA	PORTSMOUTH	8338109	52790573 NAVAL MEDICAL CENTER	71642230	INT HEX CAP SCR 5.0MM X 30MM	1 \$	138.88	\$	138.88
P.O. 2012	VA	PORTSMOUTH	8338109	52790573 NAVAL MEDICAL CENTER	71642235	INT HEX CAP SCR 5.0MM X 35MM	1 \$	138.88	\$	138.88
P.O. 2012	VA	PORTSMOUTH	8338109	52790573 NAVAL MEDICAL CENTER	71642245	INT HEX CAP SCR 5.0MM X 45MM	1 \$	138.88	\$	138.88
P.O. 2012	NC	ASHEVILLE	8348145	52782343 VA MEDICAL CENTER 637	71642240	INT HEX CAP SCR 5.0MM X 40MM	1 \$	138.88	\$	138.88
P.O. 2012	KY	Lexington	8338908	52794175 VA HOSPITAL	71210002	GEN TROC CAR PIN 1/8 GNS TROC CAR PIN 1/8 (h. x.)	8	\$	134.08	\$
P.O. 2012	KY	Lexington	8348097	52794165 VA HOSPITAL	71210003	5in	4	\$	67.04	\$
P.O. 2012	KY	Lexington	8348098	52794193 VA HOSPITAL	71424048	LGN PRESSFIT STEM 15MM X 160MM	1	\$	699.75	\$
P.O. 2012	KY	Lexington	8348098	52794193 VA HOSPITAL	71424225	LGN OFFSET COUPLER 4MM	1	\$	708.75	\$
P.O. 2012	KY	Lexington	8348098	52794193 VA HOSPITAL	71424227	LGN OFFSET COUPLER 6MM	1	\$	708.75	\$
P.O. 2012	KY	LOUISVILLE	8358437	52794102 VA MED CTR	71210002	GEN TROC CAR PIN 1/8	8 \$	104.26	\$	104.26
P.O. 2012	TX	DALLAS	8347486	52784027 VA HOSPITAL	71751147	3.2MM TIP THREADED GD PIN 3MMX100MM BALL TP GDE	1 \$	105.03	\$	105.03
P.O. 2012	IA	DES MOINES	8332291	52795842 NETWORK VA CENTRAL PLAINS HEALTH	71631626	RD	1 \$	130.59	\$	130.59
P.O. 2012	IA	DES MOINES	8332291	52795842 NETWORK VA CENTRAL PLAINS HEALTH	71631690	3.2 TIP THREADED GUIDE WIRE	1 \$	62.26	\$	62.26
P.O. 2012	MO	SAINT LOUIS	8336645	52795207 VA MEDICAL CENTER	71340007	ACC 2.0MM COCR CABLE W/CLAMP	2	\$	556.20	\$
P.O. 2012	NM	ALBUQUERQUE	8337295	52795852 VA HOSPITAL	71642245	INT HEX CAP SCR 5.0MM X 45MM	1 \$	138.88	\$	138.88
P.O. 2012	FL	MIAMI	8364637	52798818 VA HOSPITAL	71424048	LGN PRESSFIT STEM 15MM X 160MM	1 \$	699.75	\$	699.75

Exhibit 5

P.O. #	State	City	Address	Item #	Description	QTY	Unit Price	Total Price
P10, 2012	FL	MIAMI	52798818 VA HOSPITAL	71424049	LGN PRESSRT STEM 16MM X 160MM	1	\$ 690.75	\$ 690.75
P10, 2012	TX	SAN ANTONIO	52800255 BROOKE ARMY MED CTR	71651626	3MMX1000MM BALL TP GDE	2	\$ 261.18	\$ 261.18
P10, 2012	TX	SAN ANTONIO	52800781 BROOKE ARMY MED CTR	71691690	3.2 TIP THREADED GUIDE	1	\$ 62.26	\$ 62.26
P10, 2012	AR	LITTLE ROCK	52802712 VA MEDICAL CENTER	71210002	GEN TROCAR PN 1/8	1	\$ 16.76	\$ 16.76
P10, 2012	AR	LITTLE ROCK	52802718 VA MEDICAL CENTER	71840007	ACC 2.0MM COOR CABLE	2	\$ 556.20	\$ 556.20
P10, 2012	CA	SAN FRANCISCO	52803550 VA HOSPITAL (662)	71421667	W/CLAMP	1	\$ 926.25	\$ 926.25
P10, 2012	CA	SAN FRANCISCO	52803550 VA HOSPITAL (662)	71424186	5MM LGN CEMENT	1	\$ 720.00	\$ 720.00
P10, 2012	CA	SAN FRANCISCO	52803550 VA HOSPITAL (662)	71424284	STEM12MMX160MM STRT	1	\$ 720.00	\$ 720.00
P10, 2012	FL	GAINESVILLE	52803307 VA HOSPITAL	71651626	3MMX1000MM BALL TP GDE	1	\$ 130.59	\$ 130.59
P10, 2012	OR	PORTLAND	52806554 VA HOSPITAL PORTLAND	71651626	3MMX1000MM BALL TP GDE	1	\$ 130.59	\$ 130.59
P10, 2012	OR	PORTLAND	52806554 VA HOSPITAL PORTLAND	71648340	11.5 X 40 130 D TAN RT ROSE	1	\$ 1,085.43	\$ 1,085.43
P10, 2012	TX	EL PASO	52811728 MEDICAL SUPPLY OFFICER	71631626	3MMX1000MM BALL TP GDE	1	\$ 130.59	\$ 130.59
P11, 2012	TX	EL PASO	52816172 MEDICAL SUPPLY OFFICER	71651626	RD	5	\$ 783.54	\$ 783.54
P11, 2012	MD	BETHESDA	52818057 NATIONAL NAVAL MED CTR	71691626	3MMX1000MM BALL TP GDE	3	\$ 391.77	\$ 391.77
P11, 2012	MD	BETHESDA	52818057 NATIONAL NAVAL MED CTR	71642240	INT HEX CAP SCR 5.0MM X 40MM	2	\$ 277.75	\$ 277.75
P11, 2012	MD	BETHESDA	52818057 NATIONAL NAVAL MED CTR	71642245	INT HEX CAP SCR 5.0MM X 45MM	3	\$ 415.64	\$ 415.64
P11, 2012	MD	BETHESDA	52818057 NATIONAL NAVAL MED CTR	71647495	13 X 36 130 D TAN LT LIME	1	\$ 1,085.43	\$ 1,085.43
P11, 2012	MD	BETHESDA	52818057 NATIONAL NAVAL MED CTR	71644436	13 X 36 130 D TAN RT ROSE	1	\$ 1,085.43	\$ 1,085.43
P11, 2012	NC	DURHAM	52818979 VA HOSPITAL DURHAM	71652240	INT HEX CAP SCR 5.0MM X 40MM	1	\$ 138.88	\$ 138.88
P11, 2012	NY	ALBANY	52819084 VA HOSPITAL	71651690	3.2 TIP THREADED GUIDE	2	\$ 124.52	\$ 124.52
P11, 2012	TX	DALLAS	52820277 VA HOSPITAL	71691115	WIRE	2	\$ 1,969.22	\$ 1,969.22
P11, 2012	TX	DALLAS	52820277 VA HOSPITAL	71631626	12.5MM ENTRY REAMER	2	\$ 261.18	\$ 261.18
P11, 2012	PA	PHILADELPHIA	52821080 VA HOSPITAL WAREHOUSE	71651626	3MMX1000MM BALL TP GDE	3	\$ 130.59	\$ 130.59
P11, 2012	PA	PHILADELPHIA	52821080 VA HOSPITAL WAREHOUSE	71642230	RD	3	\$ 416.64	\$ 416.64
P11, 2012	PA	PHILADELPHIA	52821080 VA HOSPITAL WAREHOUSE	71642240	INT HEX CAP SCR 5.0MM X 30MM	2	\$ 277.75	\$ 277.75
P11, 2012	TX	DALLAS	52823505 VA HOSPITAL	71644844	INT HEX CAP SCR 5.0MM X 40MM	1	\$ 1,085.43	\$ 1,085.43
P11, 2012	TX	SAN ANTONIO	52823654 BROOKE ARMY MED CTR	71651626	11.5 X 44 130 D TAN RT ROSE	1	\$ 130.59	\$ 130.59

Exhibit 5

P11, 2012	TX	SAN ANTONIO	8592855	52823664	BROOKE ARMY MED CTR	71651690	3.2 TIP THREADED GUIDE	1	\$	62.26	\$	62.26
P11, 2012	TX	SAN ANTONIO	8592951	52823663	BROOKE ARMY MED CTR	71651626	3MMX1000MM BALL TP GDE	10	\$	1,305.90	\$	1,305.90
P11, 2012	TX	SAN ANTONIO	8592953	52823663	BROOKE ARMY MED CTR	71651690	3.2 TIP THREADED GUIDE	7	\$	455.82	\$	455.82
P11, 2012	IA	WALKON	8598813	52827006	VETERANS MEMORIAL HOSP	71651626	3MMX1000MM BALL TP GDE	1	\$	221.00	\$	221.00
P11, 2012	IA	WALKON	8598813	52827006	VETERANS MEMORIAL HOSP	71651690	3.2 TIP THREADED GUIDE	1	\$	106.25	\$	106.25
P11, 2012	TN	MEMPHIS	8157164	52828266	V A MEDICAL CENTER	71642240	INT HEX CAP SCR 5.0MM X 40MM	1	\$	138.88	\$	138.88
P11, 2012	FL	TAMPA	8407294	52851931	TAMPA VA HOSPITAL	71542245	INT HEX CAP SCR 5.0MM X 45MM	1	\$	138.88	\$	138.88
P11, 2012	KY	LOUISVILLE	8415690	52852441	V A MED CTR	71210002	GEN TROC CAR PIN 1/8	8	\$	100.10	\$	100.10
P11, 2012	OK	FORT SILL	8405299	52832106	REYNOLDS ARMY COMMUNITY HOSPITAL	71651626	3MMX1000MM BALL TP GDE	2	\$	288.60	\$	288.60
P11, 2012	OK	FORT SILL	8403299	52832106	REYNOLDS ARMY COMMUNITY HOSPITAL	71642235	INT HEX CAP SCR 5.0MM X 35MM	1	\$	150.40	\$	150.40
P11, 2012	FL	MIAMI	8403458	52834024	VA HOSPITAL	71210002	GEN TROC CAR PIN 1/8	1	\$	67.04	\$	67.04
P11, 2012	FL	MIAMI	8405802	52854026	VA HOSPITAL	71210002	GEN TROC CAR PIN 1/8	2	\$	134.08	\$	134.08
P11, 2012	MA	WEST ROXBURY	8598451	52858662	VA HOSPITAL	71210002	GEN TROC CAR PIN 1/8	5	\$	25.72	\$	57.89
P11, 2012	M5	JACKSON	8915120	52834332	VA MEDICAL CENTER	74072804	QUICK CONNECT TROC PIN 1/8 X 3	6	\$	48.18	\$	48.18
P11, 2012	TX	DALLAS	8404654	52834061	V A HOSPITAL	71542230	INT HEX CAP SCR 5.0MM X 30MM	3	\$	416.64	\$	416.64
P11, 2012	TX	DALLAS	8404654	52834061	V A HOSPITAL	71642235	INT HEX CAP SCR 5.0MM X 35MM	1	\$	138.88	\$	138.88
P11, 2012	TX	DALLAS	8404654	52834061	V A HOSPITAL	71642240	INT HEX CAP SCR 5.0MM X 40MM	1	\$	138.88	\$	138.88
P11, 2012	TX	DALLAS	8404654	52834061	V A HOSPITAL	71542245	INT HEX CAP SCR 5.0MM X 45MM	1	\$	138.88	\$	138.88
P11, 2012	TX	Houston	8887523	52834012	VA HOSPITAL 580	71651626	3MMX1000MM BALL TP GDE	2	\$	130.59	\$	130.59
P11, 2012	MA	WEST ROXBURY	8405437	52836211	V A HOSPITAL	71642240	INT HEX CAP SCR 5.0MM X 40MM	2	\$	277.76	\$	277.76
P11, 2012	VA	PORTSMOUTH	8424708	52837999	NAVAL MEDICAL CENTER	71693116	12.5MM ENTRY REAMER	1	\$	984.61	\$	984.61
P11, 2012	VA	PORTSMOUTH	8414708	52837999	NAVAL MEDICAL CENTER	71693190	3.2 TIP THREADED GUIDE	2	\$	124.52	\$	124.52
P11, 2012	KY	Lexington	8423140	52841716	V A HOSPITAL	71210002	GEN TROC CAR PIN 1/8	4	\$	67.04	\$	67.04
P11, 2012	KY	Lexington	8423140	52841716	V A HOSPITAL	71210003	GEN TROC CAR PIN 1/8	4	\$	67.04	\$	67.04
P11, 2012	MO	SAINT LOUIS	8419447	52841474	VA MEDICAL CENTER	71421664	LGN SCR W DIS FEM WDG SZ5	1	\$	1,361.25	\$	1,361.25
P11, 2012	OK	OKLAHOMA CITY	8431993	52841414	VA MEDICAL CENTER	716931626	3MMX1000MM BALL TP GDE	1	\$	130.59	\$	130.59
P11, 2012	AL	BIRMINGHAM	8401576	52844136	VETERANS ADMINISTRATION MEDICAL CTR	71424045	LGN PRESSFIT STEM 12MM X 160MM	1	\$	699.75	\$	699.75
P11, 2012	KY	LOUISVILLE	8418766	52844442	V A MED CTR	71651626	3MMX1000MM BALL TP GDE	1	\$	130.59	\$	130.59
P11, 2012	CA	SAN FRANCISCO	8441654	52846356	V A HOSPITAL (652)	71210002	GEN TROC CAR PIN 1/8	2	\$	39.52	\$	39.52

Exhibit 5

PII, 2012	NC	ASHEVILLE	8358846	52846224 VA MEDICAL CENTER 637	71338500	REF THREADED HOLE COVER INT HEX CAP SCR 5.0MM X 30MM	1	\$	36.18	\$	36.18
PII, 2012	NC	DURHAM	8404331	52846685 V A HOSPITAL DURHAM	71642280	30MM INT HEX CAP SCR 5.0MM X	1	\$	138.88	\$	138.88
PII, 2012	OK	OKLAHOMA CITY	8565581	52847009 VA MEDICAL CENTER	71642240	40MM INT HEX CAP SCR 5.0MM X	1	\$	138.88	\$	138.88
PII, 2012	OK	OKLAHOMA CITY	8565581	52847009 VA MEDICAL CENTER	71642238	10 X 36 130 D TAN RT ROSE	1	\$	1,085.43	\$	1,085.43
PII, 2012	TX	DALLAS	8437173	52846385 V A HOSPITAL	71751147	3.2MM TIP THREADED BD PIN INT HEX CAP SCR 5.0MM X	1	\$	105.03	\$	105.03
PII, 2012	TX	EL PASO	8416668	52846883 MEDICAL SUPPLY OFFICER	71751147	3.2MM TIP THREADED BD PIN INT HEX CAP SCR 5.0MM X	1	\$	105.03	\$	105.03
PII, 2012	TX	EL PASO	8423811	52846846 MEDICAL SUPPLY OFFICER	71642235	35MM INT HEX CAP SCR 5.0MM X	1	\$	138.88	\$	138.88
PII, 2012	FL	GAINESVILLE	8425737	52849244 V A HOSPITAL	71642230	30MM INT HEX CAP SCR 5.0MM X	1	\$	138.88	\$	138.88
PII, 2012	FL	GAINESVILLE	8425737	52849244 V A HOSPITAL	71642240	40MM INT HEX CAP SCR 5.0MM X	1	\$	138.88	\$	138.88
PII, 2012	FL	GAINESVILLE	8425737	52849244 V A HOSPITAL	71642245	45MM INT HEX CAP SCR 5.0MM X	2	\$	277.75	\$	277.75
PII, 2012	FL	GAINESVILLE	8430667	52849246 V A HOSPITAL	71673289	INTERFAN 11.5MM X 36CM 150D LT LGN PRESSFIT STEM 16MM X 120MM	1	\$	1,680.40	\$	1,680.40
PII, 2012	PA	PITTSBURGH	8434390	52846615 VA PITTSBURGH	71424029	LGN PRESSFIT STEM 16MM X 120MM	1	\$	690.75	\$	690.75
PII, 2012	PA	PITTSBURGH	8434390	52846615 VA PITTSBURGH	71424225	LGN OFFSET COUPLER 4MM	1	\$	708.75	\$	708.75
PII, 2012	FL	MIAMI	8446265	52852646 VA HOSPITAL	71210002	GEN TROCAR PIN 1/8	1	\$	67.04	\$	67.04
PII, 2012	ID	BOISE	8522908	52852327 VA HOSPITAL	71390001	COVER HUMERAL NAIL 8/7MM X 22CM	2	\$	72.36	\$	72.36
PII, 2012	NY	ALBANY	8430926	52852002 VA HOSPITAL	71770822	HUMERAL NAIL 9/7.5MM X 26CM	1	\$	1,241.68	\$	1,241.68
PII, 2012	TX	DALLAS	8437271	52852286 V A HOSPITAL	71770926	ANK SPN MIT-MULT CLMP W/TIN HP 3MMX300MM BALL TP GDE	1	\$	3,470.14	\$	3,470.14
PII, 2012	TX	Houston	8408039	52851970 VA HOSPITAL 580	71062701	ANK SPN MIT-MULT CLMP W/TIN HP 3MMX300MM BALL TP GDE	1	\$	3,470.14	\$	3,470.14
PII, 2012	CA	LOMA LINDA	8424384	52855651 LOMA LINDA VA HOSPITAL	71831626	RD GEN TROCAR PIN 1/8	1	\$	130.59	\$	130.59
PII, 2012	TN	MOUNTAIN HOME	8506613	52855681 VA MEDICAL CENTER	71210002	GEN TROCAR PIN 1/8	4	\$	67.04	\$	67.04
PII, 2012	TN	MOUNTAIN HOME	8506613	52855681 VA MEDICAL CENTER	71210003	GEN TROCAR PIN 1/8 (in. X)	4	\$	67.04	\$	67.04
PII, 2012	TX	Lewington	8444423	52860482 V A HOSPITAL	71210002	GEN TROCAR PIN 1/8	8	\$	134.08	\$	134.08
PII, 2012	KY	Lewington	8444423	52860482 V A HOSPITAL	71210003	5in GEN TROCAR PIN 1/8	4	\$	67.04	\$	67.04
PII, 2012	KY	Lewington	8445358	52860488 V A HOSPITAL	71210002	GEN TROCAR PIN 1/8	4	\$	67.04	\$	67.04
PII, 2012	KY	Lewington	8445358	52860488 V A HOSPITAL	71210003	5in LGN PRESSFIT STEM 14MM X 120MM	4	\$	67.04	\$	67.04
PII, 2012	OK	OKLAHOMA CITY	8588616	52860343 VA MEDICAL CENTER	71424027	LGN PRESSFIT STEM 14MM X 120MM	1	\$	690.75	\$	690.75
PII, 2012	OK	OKLAHOMA CITY	8588616	52860343 VA MEDICAL CENTER	71424027	LGN OFFSET COUPLER 6MM	1	\$	708.75	\$	708.75
PII, 2012	OK	OKLAHOMA CITY	8594124	52860350 VA MEDICAL CENTER	71210002	GEN TROCAR PIN 1/8	4	\$	27.52	\$	27.52
PII, 2012	KY	LOUISVILLE	8454852	52861769 V A MED CTR	71210002	GEN TROCAR PIN 1/8	4	\$	54.22	\$	54.22

Exhibit 5

IPZ, 2013	ND	FARGO	52975594 V A HOSPITAL	71339500	REF THREADED HOLE COVER	1	\$	34.29	\$	34.29
P2, 2013	CA	LOMA LINDA	52981395 LOMA LINDA VA HOSPITAL	71421805	GEN POS FEM WDG 5MM SIZ	2	\$	1,852.50	\$	1,852.50
P2, 2013	WY	CHEYENNE	52981466 VA HOSPITAL	71210002	GEN TROCAR PIN 1/8	1	\$	10.17	\$	10.17
P2, 2013	WY	CHEYENNE	52981466 VA HOSPITAL	71210002	GEN TROCAR PIN 1/8 IN. X 1/8	1	\$	10.17	\$	10.17
P2, 2013	WY	CHEYENNE	52981475 VA HOSPITAL	71210002	GEN TROCAR PIN 1/8	1	\$	10.17	\$	10.17
P2, 2013	WY	CHEYENNE	52981475 VA HOSPITAL	71210002	GEN TROCAR PIN 1/8 IN. X 1/8	1	\$	10.17	\$	10.17
P3, 2013	ID	BOISE	52984066 VA HOSPITAL	71339001	REF INTERFIT THRD HOLE COVER	3	\$	112.56	\$	112.56
P3, 2013	ID	BOISE	52984073 VA HOSPITAL	71339003	REF INTERFIT THRD HOLE COVER	1	\$	49.20	\$	49.20
P3, 2013	FL	MIAMI	52985005 VA HOSPITAL	71210002	GEN TROCAR PIN 1/8	14	\$	335.20	\$	335.20
P3, 2013	TN	MEMPHIS	52992768 V A MEDICAL CENTER	71420828	GEN LONG STEM 10MM X	1	\$	952.25	\$	952.25
P3, 2013	CA	LOMA LINDA	53014861 LOMA LINDA VA HOSPITAL	71340007	ACC 2.0MM COCK CABLE	1	\$	278.10	\$	278.10
P4, 2013	ID	BOISE	53029529 VA HOSPITAL	71390001	REF INTERFIT THRD HOLE COVER	3	\$	112.56	\$	112.56
P4, 2013	TN	MEMPHIS	53029801 V A MEDICAL CENTER	71340008	W/CLAMP	1	\$	283.50	\$	283.50
P4, 2013	TN	MEMPHIS	53029801 V A MEDICAL CENTER	71340011	ACC STD 125MM S CBL TROCH	1	\$	1,003.50	\$	1,003.50
P4, 2013	CO	Grand Junction	53042593 VA MEDICAL CENTER	71395500	REF THREADED HOLE COVER	1	\$	36.18	\$	36.18
P4, 2013	TN	MEMPHIS	53050390 V A MEDICAL CENTER	71340007	ACC 2.0MM COCK CABLE	2	\$	556.20	\$	556.20
P4, 2013	SC	Hanahan	53064355 V A HOSPITAL CHARLESTON	71210002	W/CLAMP	4	\$	50.04	\$	50.04
P4, 2013	NY	BROOKLYN	53066379 V A MEDICAL CENTER	71210002	GEN TROCAR PIN 1/8	1	\$	9.15	\$	9.15
P4, 2013	NY	BROOKLYN	53066379 V A MEDICAL CENTER	71210003	GEN TROCAR PIN 1/8 IN. X 1/8	1	\$	9.15	\$	9.15
P4, 2013	KY	Lexington	53062705 V A HOSPITAL	71240002	GEN TROCAR PIN 1/8	4	\$	67.04	\$	67.04
P4, 2013	MN	Minneapolis	53070671 VA MED CTR BLDG 70	71210003	GEN TROCAR PIN 1/8 IN. X 1/8	4	\$	67.04	\$	67.04
P4, 2013	TX	Houston	53070191 VA HOSPITAL 580	129418	BUCK CEMENT RSTR 18.5	1	\$	70.65	\$	70.65
P5, 2013	AZ	PHOENIX	53079699 CENTER	71420634	GEN LONG STEM 16MM X	1	\$	952.25	\$	952.25
P5, 2013	WY	CHEYENNE	53084578 VA HOSPITAL	71395500	REF THREADED HOLE COVER	2	\$	104.52	\$	104.52
P5, 2013	KY	LOUISVILLE	53109344 VA MED CTR	121010	PREP IM ENCHANCE TOTAL	1	\$	131.85	\$	131.85
P5, 2013	WY	CHEYENNE	53112517 VA HOSPITAL	71210002	GEN TROCAR PIN 1/8	4	\$	50.04	\$	50.04
P6, 2013	ID	BOISE	53123611 VA HOSPITAL	71210002	GEN TROCAR PIN 1/8	2	\$	23.73	\$	23.73
P6, 2013	AZ	PHOENIX	53159909 CENTER	71390001	REF INTERFIT THRD HOLE COVER	1	\$	40.20	\$	40.20
P7, 2013	MN	Minneapolis	53168420 VA MED CTR BLDG 70	71421871	LGN SCRW DIS FEM WDG SZ7	1	\$	926.25	\$	926.25
				71340011	ACC STD 125MM S CBL TROCH	1	\$	1,003.50	\$	1,003.50

Exhibit 5

PT	State	City	Account #	Account Name	Item #	Item Description	QTY	Unit Price	Total Price
P7, 2013	CA	LONG BEACH	3878978	V.A ADMINISTRATION HOSP	71340007	ACC 2.0MM COCR CABLE W/CLAMP	5	\$ 380.00	1,900.00
P7, 2013	CA	LONG BEACH	3878978	V.A ADMINISTRATION HOSP	71340013	ACC STD 265MM 11 CBL TRCH	1	\$ 1,885.50	1,885.50
P8, 2013	NY	ALBANY	8920050	53286193 VA HOSPITAL	71338500	REF THREADED HOLE COVER	1	\$ 30.75	30.75
P8, 2013	NY	ALBANY	8920050	53286193 VA HOSPITAL	71340007	W/CLAMP	1	\$ 278.10	278.10
P8, 2013	KY	LOUISVILLE	8858862	53286553 VA MED CTR	71210002	GEN TROC CAR PIN 1/8	1	\$ 12.76	12.76
P9, 2013	IL	CHICAGO	8904188	53345064 CENTER	71210002	GEN TROC CAR PIN 1/8	4	\$ 38.04	152.16
P10, 2013	KY	Lexington	8938853	53345432 V.A HOSPITAL	71340013	ACC STD 265MM 11 CBL TRCH	1	\$ 1,885.50	1,885.50
P10, 2013	NC	ASHEVILLE	8982667	53951351 VA MEDICAL CENTER 637	71420034	GRIP	1	\$ 952.25	952.25
P10, 2013	AZ	PHOENIX	8989657	53362804 CENTER	71338500	REF THREADED HOLE COVER	1	\$ 36.90	36.90
P10, 2013	IL	CHICAGO	8986328	53955517 CENTER	71210002	GEN TROC CAR PIN 1/8	20	\$ 177.48	3,549.60
P10, 2013	CA	LONG BEACH	8970390	53372609 LONG BEACH	71340007	ACC 2.0MM COCR CABLE W/CLAMP	4	\$ 1,112.40	4,449.60
P10, 2013	NJ	EAST ORANGE	8993144	53375891 SYSTEM	71210002	GEN TROC CAR PIN 1/8	4	\$ 67.04	268.16
P10, 2013	FL	MIAMI	8978916	53377537 VA HOSPITAL	71210002	GEN TROC CAR PIN 1/8	4	\$ 67.04	268.16
P10, 2013	CA	LOS ANGELES	9014002	53389091 VA WADSWORTH HOSP CTR	71424204	LGN CEMENT	1	\$ 720.00	720.00
P11, 2013	PA	PITTSBURGH	9049699	53389683 VA PITTSBURGH	71340008	ACC 2.0MM SS CABLE W/CLAMP	2	\$ 567.00	1,134.00
P11, 2013	MO	SAINT LOUIS	9086989	53389001 VA MEDICAL CENTER	71340007	W/CLAMP	1	\$ 278.10	278.10
P1, 2014	NM	ALBUQUERQUE	9111689	53447658 VA HOSPITAL	71210002	GEN TROC CAR PIN 1/8	12	\$ 55.31	663.72
P1, 2014	ID	BOISE	9150705	53461723 VA HOSPITAL	71330001	REF INTERFIT THRD HOLE COVER	1	\$ 41.00	41.00
P1, 2014	FL	RIVIERA BEACH	9161811	53468175 VA MEDICAL CENTER	71210003	GNS TROC CAR PIN 1/8 (H. X. I)	1	\$ 12.52	12.52
P1, 2014	TX	Houston	9155246	53470488 VA HOSPITAL 580	71210002	GNS TROC CAR PIN 1/8 (H. X. I)	4	\$ 51.04	204.16
P1, 2014	TX	Houston	9155246	53470488 VA HOSPITAL 580	71210003	GNS TROC CAR PIN 1/8 (H. X. I)	1	\$ 12.76	12.76
P2, 2014	IA	DES MOINES	9160869	53502106 NETWORK	71424225	LGN OFFSET COUPLER 4MM	1	\$ 708.75	708.75
P2, 2014	FL	MIAMI	9097501	53508421 VA HOSPITAL	71210002	GEN TROC CAR PIN 1/8	4	\$ 67.04	268.16
P2, 2014	TN	MEMPHIS	9149390	53509391 VA MEDICAL CENTER	71210002	GEN TROC CAR PIN 1/8	4	\$ 67.04	268.16
P3, 2014	CA	LOS ANGELES	9163669	53540098 VA WADSWORTH HOSP CTR	71210002	REF INTERFIT THRD HOLE COVER	1	\$ 16.76	16.76
P3, 2014	ID	BOISE	9269473	53538813 VA HOSPITAL	71330001	COVER	2	\$ 41.00	82.00
							\$ 109,740.99	\$ 48,964.14	\$ 158,705.13

Attachment A

Attachment A

DRAFT

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

UNITED STATES OF AMERICA *ex rel.*)
SAMUEL ADAM COX, III,)
)
Plaintiff-Relator,)
)
vs.)
)
SMITH & NEPHEW, INC.,)
)
Defendant.)

Case No. 08-cv-2832-JTF-tmp

JOINT STIPULATION OF DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a) and the False Claims Act, 31 U.S.C. § 3730(b)(1), the United States of America, Plaintiff-Relator Samuel Adam Cox, III, and Defendant Smith & Nephew, Inc. (collectively, the “Parties”), through their undersigned attorneys, hereby stipulate to the dismissal of the above-captioned action based on the terms of the settlement agreement entered into among the parties and attached hereto as Exhibit A (the “Agreement”). Accordingly, the Parties stipulate to the entry of the attached proposed Order dismissing all claims in this action. The dismissal shall be with prejudice as to Plaintiff-Relator. The dismissal shall be with prejudice as to the United States with respect to Covered Conduct as defined in the Agreement, and otherwise without prejudice as to the United States.

Plaintiff-Relator stipulates that the Agreement is fair, adequate and reasonable, and he agrees not to challenge the settlement pursuant to 31 U.S.C. § 3730(c)(2)(B). The United States, the Plaintiff-Relator and the Defendant each shall bear their own costs, fees and expenses, except as otherwise provided in the Agreement.

The undersigned Parties, therefore, respectfully request that the Court enter the attached proposed Order.

Respectfully Submitted,

WYATT, TARRANT & COMBS, LLP

BY: DRAFT

Glen G. Reid, Jr.
1715 Aaron Brenner Dr., Suite 800
Memphis TN 38120-4367
(901) 537-1057

BY: DRAFT

Byron N. Brown IV
1715 Aaron Brenner Dr., Suite 800
Memphis TN 38120-4367
(901) 537-1038

SIDLEY AUSTIN LLP

BY: DRAFT

Robert J. Conlan
1501 K Street, N.W.
Washington, DC 20005
(901) 537-1057

SANFORD HEISLER, LLP

BY: DRAFT

David Sanford, Esquire
D.C. Bar No. 457933
1666 Connecticut Avenue, N.W., Suite 300
Washington, D.C. 20009
(202) 499-5201

BY: DRAFT

H. Vincent McKnight, Jr., Esquire
D.C. Bar No. 293811
1666 Connecticut Avenue, N.W., Suite 300
Washington, D.C. 20009
(202) 499-5211

LAW OFFICES OF GRANT MORRIS

BY: DRAFT

Grant Morris, Esquire
D.C. Bar No. 926253
1666 Connecticut Avenue, N.W., Suite 300
Washington, D.C. 20009
(202) 499-5210

THE UNITED STATES OF AMERICA

BY: DRAFT

David T. Cohen
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice
Commercial Litigation Branch
Post Office Box 261
Ben Franklin Station
Washington, D.C. 20044
(202) 307-0136

BY: DRAFT

Stuart J. Canale
Assistant United States Attorney
U.S. Attorney's Office
Western District of Tennessee
800 Federal Building
167 N. Main Street
Memphis, TN 38103
(901) 544-4231

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on _____, 2014, the foregoing was served on all counsel of record via the Court's ECF Filing System.

DRAFT

SO ORDERED.

Dated: _____, 2014

Hon. John T. Fowlkes, Jr.
United States District Judge