

## 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.

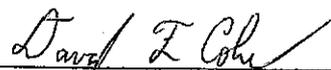
21. This Agreement is binding on Smith & Nephew's successors, transferees, heirs, and assigns.

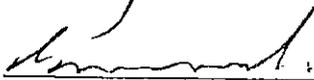
22. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

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.

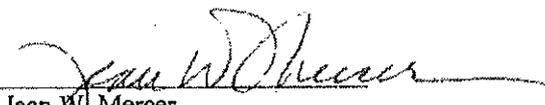
24. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

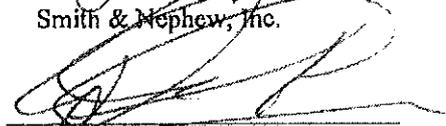
THE UNITED STATES OF AMERICA

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.

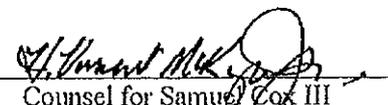
DATED: 8/19/14 BY:   
Peter Keisler  
Robert J. Conlan  
Sidley & Austin LLP  
Counsel for Smith & Nephew, Inc.

SAMUEL COX, III

DATED: 8/21/2014 BY:

  
Samuel Cox, III

DATED: 8/19/14 BY:

  
Counsel for Samuel Cox, III

*Robert Morris*  
Mayor of Sanford

# Exhibit 1











# Exhibit 2

Exhibit 2

Invoice Number	Material Description	Customer Number	Source	SHS To Name	Street Address	City	ST	Postal Code	Contract Number	Transaction Type	Invoice Number	Billing Date	Ship Date	Ship Qty	Sales Unit Code	Invoice Quantity (EA)	Gross Value	Current Let Price	TAA Complete	Buyer Name
7200016	DIALYSIS CABLE FOR ES5205	000010545	SHS	NAVAL MED CTR	34600 Bob Wilson Dr	San Diego	CA	92134-1098		SALE	005045-118	16/02/2008	16/02/2008	4	EA	4	\$ 240.00	\$ 60.00	No	METRO MEDICAL EQUIPMENT & SUPPLY IN
7200016	DIALYSIS CABLE FOR ES5205	000011582	SHS	V.A. HOSPITAL	4502 S Lancaster Rd	Dallas	TX	75216-7167		SALE	005255-642	17/02/2008	17/02/2008	2	EA	2	\$ 150.00	\$ 60.00	No	METRO MEDICAL EQUIPMENT & SUPPLY IN
7200016	DIALYSIS CABLE FOR ES5205	000011581	SHS	V.A. HOSPITAL	2500 W. 14th St	Chicago	IL	60608-0153		SALE	005257-252	16/02/2008	16/02/2008	2	EA	2	\$ 150.00	\$ 60.00	No	METRO MEDICAL EQUIPMENT & SUPPLY IN
7200016	DIALYSIS CABLE FOR ES5205	000011248	SHS	V.A. WEST WASH HOSP	2300 W. 14th St	Chicago	IL	60608-0153		SALE	005258-149	16/02/2008	16/02/2008	2	EA	2	\$ 150.00	\$ 60.00	No	METRO MEDICAL EQUIPMENT & SUPPLY IN
7200016	DIALYSIS CABLE FOR ES5205	000011249	SHS	V.A. HOSPITAL	1501 San Pablo Dr SE	Anderson	IN	47304-4153		SALE	005259-607	16/02/2008	16/02/2008	2	EA	2	\$ 150.00	\$ 60.00	No	METRO MEDICAL EQUIPMENT & SUPPLY IN
7200016	DIALYSIS CABLE FOR ES5205	000011250	SHS	V.A. HOSPITAL	3710 S W U.S. VETERANS HOSP RD	Portland	OR	97201		SALE	005111-123	16/02/2008	16/02/2008	1	EA	1	\$ 65.00	\$ 65.00	No	V.A. DATA USA PORTLAND OR
7200016	DIALYSIS CABLE FOR ES5205	000011250	SHS	V.A. HOSPITAL	3710 S W U.S. VETERANS HOSP RD	Portland	OR	97201		SALE	005111-124	16/02/2008	16/02/2008	1	EA	1	\$ 65.00	\$ 65.00	No	METRO MEDICAL EQUIPMENT & SUPPLY IN
7200016	DIALYSIS CABLE FOR ES5205	000011250	SHS	V.A. HOSPITAL	3710 S W U.S. VETERANS HOSP RD	Portland	OR	97201		SALE	005111-125	16/02/2008	16/02/2008	1	EA	1	\$ 65.00	\$ 65.00	No	METRO MEDICAL EQUIPMENT & SUPPLY IN
7200016	DIALYSIS CABLE FOR ES5205	000011246	SHS	V.A. MEDICAL CENTER	600 Champlain Ave	Port Jervis	NY	13294-124		SALE	005174-807	16/02/2008	16/02/2008	2	EA	2	\$ 65.00	\$ 65.00	No	METRO MEDICAL EQUIPMENT & SUPPLY IN
7200016	DIALYSIS CABLE FOR ES5205	000011246	SHS	V.A. MEDICAL CENTER	MILSHIRE & SAVILLE BLVD	Port Jervis	NY	13294		SALE	005174-808	16/02/2008	16/02/2008	1	EA	1	\$ 65.00	\$ 65.00	No	METRO MEDICAL EQUIPMENT & SUPPLY IN
7200016	DIALYSIS CABLE FOR ES5205	0000112012	SHS	V.A. MEDICAL CENTER	1000 POLY PLAZE	BROOKLYN	NY	11209		SALE	005138-438	16/02/2008	16/02/2008	2	EA	2	\$ 150.00	\$ 66.00	No	V.A. DATA USA BROOKLYN NY
																	\$ 1,386.00			

# Exhibit 3





# Exhibit 4

Exhibit 4

Smith and Nephew, US AWM

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 Swarthille	SPRINGFIELD	MO	65801	V7977-4403A	1393844	20090427 7133	PRIMAPORE 252-7/8IN 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 252-7/8IN 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	20090516 58432400	SECURA EXTRA PROT. CRM 3.25OZ	72	6.23	448.56	6.23	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1462868	20090431 58431500	SECURA PROTECTIVE OINTMENTZ.47	192	2.04	391.84	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1464271	20090431 58431500	SECURA EXTRA PROT. CRM 3.25OZ	72	6.23	448.56	6.23	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1466253	20090229 58432500	SECURA PROTECTIVE OINTMENTZ.47	168	2.04	342.72	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1471221	20090722 58431500	SECURA EXTRA PROT. CRM 3.25OZ	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1472991	20090722 58431500	SECURA PROTECTIVE OINTMENTZ.47	192	2.04	391.84	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1476239	20090431 58432400	SECURA EXTRA PROT. CRM 3.25OZ	48	6.23	299.04	6.23	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1479891	20090431 58432400	SECURA PROTECTIVE OINTMENTZ.47	168	2.04	342.72	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1482577	20090931 58431500	SECURA PROTECTIVE OINTMENTZ.47	192	2.04	391.84	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1482596	20090931 58431500	SECURA PROTECTIVE OINTMENTZ.47	192	2.04	391.84	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1487252	20091005 58431500	SECURA PROTECTIVE OINTMENTZ.47	48	6.23	299.04	6.23	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1487282	20091005 58431500	SECURA PROTECTIVE OINTMENTZ.47	48	6.23	299.04	6.23	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1491137	20091020 58431500	SECURA PROTECTIVE OINTMENTZ.47	72	6.23	448.56	6.23	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1494314	20091104 449600	SECURITE WOUND GEL 3oz 01	120	2.04	244.80	2.04	N	
400000	VAMC	DJ Jacobetti Home for Vets	MARQUETTE	MI	49855	V7977-4402A	1495912	20091111 58431500	SECURITE WOUND GEL 3oz 01	36	6.54	235.44	6.54	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1495945	20091111 58432400	SECURA PROTECTIVE OINTMENTZ.47	96	2.04	195.84	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1495845	20091120 58432400	SECURA EXTRA PROT. CRM 3.25OZ	72	6.23	448.56	6.23	N	
400000	VAMC	5601 Stafford Drive	NELLIS AFB	NV	89151	V7977-5017b	1496287	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	1496188	20091120 58432400	SECURA PROTECTIVE OINTMENTZ.47	24	2.04	48.96	2.04	N	
400000	VAMC	5601 Stafford Drive	NELLIS AFB	NV	89151	V7977-5017b	1500551	20091204 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	20091207 58431500	SECURA PROTECTIVE OINTMENTZ.47	24	2.04	48.96	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1503048	20091216 58432400	SECURA EXTRA PROT. CRM 3.25OZ	120	2.04	244.80	2.04	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1507849	20100111 58431500	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	SECURITE WOUND GEL 3oz 01	36	8.94	321.24	8.94	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1510217	20100121 58432400	SECURA EXTRA PROT. CRM 3.25OZ	48	6.23	299.04	6.23	N	
400000	VAMC	6439 Garners Ferry Road	COLUMBIA	SC	29209	V7977-5017b	1513674	20100026 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 58432400	SECURA EXTRA PROT. CRM 3.25OZ	96	6.23	598.08	6.23	N	

11,560.82

# Exhibit 5



Exhibit S

YR	STATE	CITY	UNIT	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	AMOUNT
P8-2012	TX	SAN ANTONIO	8220154	52705994 BROOKE ARMY MED CTR 7164230	1	138.88	\$	138.88
P8-2012	TX	SAN ANTONIO	8220154	52705994 BROOKE ARMY MED CTR 7164235	2	277.76	\$	277.76
P8-2012	ID	BOISE	8186504	52705954 VA HOSPITAL 71390001	1	\$	44.22	44.22
P8-2012	ID	BOISE	8196602	52705100 VA HOSPITAL 71390001	1	\$	36.18	36.18
P8-2012	KY	LOUISVILLE	8225826	52705411 VA MED CTR 71390001	1	\$	34.29	34.29
P8-2012	NJ	EAST ORANGE	8229914	52706550 SYSTEM VA NEW JERSEY HEALTH CARE 71178507	4	\$	304.12	304.12
P8-2012	NV	NEW YORK	8231176	52705156 DEPT OF VET AFFAIRS 71210002	1	\$	67.04	67.04
P8-2012	NJ	EAST ORANGE	8194447	52705462 SYSTEM VA NEW JERSEY HEALTH CARE 71421667	2	\$	1,852.50	1,852.50
P8-2012	CA	SAN FRANCISCO	8221525	52710720 V A HOSPITAL (662) 71210002	5	\$	83.80	83.80
P8-2012	CA	SAN FRANCISCO	8221525	52710720 V A HOSPITAL (662) 71420628	1	\$	952.25	952.25
P8-2012	CA	SAN FRANCISCO	8227874	52713176 V A HOSPITAL (662) 71424184	1	\$	720.00	720.00
P8-2012	CA	SAN FRANCISCO	8227874	52713175 V A HOSPITAL (662) 71424204	1	\$	720.00	720.00
P8-2012	CA	SAN FRANCISCO	8227974	52713175 V A HOSPITAL (662) 71424225	2	\$	3,417.50	1,417.50
P8-2012	CA	SAN FRANCISCO	8234781	52712194 V A HOSPITAL (662) 71424188	1	\$	720.00	720.00
P8-2012	CA	SAN FRANCISCO	8234781	52712194 V A HOSPITAL (662) 71424182	1	\$	720.00	720.00
P8-2012	CA	SAN FRANCISCO	8234781	52712194 V A HOSPITAL (662) 71424225	1	\$	708.75	708.75
P8-2012	CA	SAN FRANCISCO	8234781	52712194 V A HOSPITAL (662) 71424227	1	\$	708.75	708.75
P8-2012	TX	DALLAS	8239024	52712197 V A HOSPITAL 71691116	1	\$	964.61	964.61
P8-2012	TX	DALLAS	8238024	52712197 V A HOSPITAL 71634626	1	\$	130.59	130.59
P8-2012	TX	San Antonio	8068242	52714533 AUDIE L MURPHY V A HOSP 71631626	2	\$	261.18	261.18
P8-2012	VA	PORTSMOUTH	8202790	52714507 NAVAL MEDICAL CENTER 71631626	4	\$	522.36	522.36
P8-2012	VA	PORTSMOUTH	8202790	52714507 NAVAL MEDICAL CENTER 71642235	2	\$	277.76	277.76
P8-2012	VA	PORTSMOUTH	8202790	52714507 NAVAL MEDICAL CENTER 71675208	1	\$	1,149.75	1,149.75
P8-2012	IA	DES MOINES	8227128	52716188 NETWORK VA CENTRAL PLAINS HEALTH 71390001	1	\$	36.18	36.18
P8-2012	LA	SHREVEPORT	7575205	52716289 V A HOSPITAL 71631626	1	\$	130.59	130.59
P8-2012	LA	SHREVEPORT	7575205	52716289 V A HOSPITAL 71642240	1	\$	338.88	138.88
P8-2012	LA	SHREVEPORT	7575205	52716289 V A HOSPITAL 71642245	1	\$	138.88	138.88

Exhibit 5

Item	State	City	Agency	Quantity	Unit Price	Total Price
P8-2012	CA	SAN FRANCISCO	52717405 V.A. HOSPITAL (662)	2	\$ 1,904.50	\$ 1,904.50
P8-2012	TX	DALLAS	52717570 V.A. HOSPITAL	1	\$ 1,085.43	\$ 1,085.43
P8-2012	TX	SAN ANTONIO	52717448 BROOKE ARMY MED CTR	1	\$ 130.59	\$ 130.59
P8-2012	TX	Houston	52721283 VA HOSPITAL 580	1	\$ 952.25	\$ 952.25
P8-2012	KY	LOUISVILLE	52723220 V.A. MED CTR	4	\$ 50.04	\$ 200.16
P8-2012	TN	MEMPHIS	52724885 V.A. MEDICAL CENTER	1	\$ 130.59	\$ 130.59
P8-2012	TX	SAN ANTONIO	52725564 BROOKE ARMY MED CTR	3	\$ 138.88	\$ 416.64
P8-2012	VA	PORTSMOUTH	52728425 NAVAL MEDICAL CENTER	1	\$ 138.88	\$ 138.88
P8-2012	VA	PORTSMOUTH	52728425 NAVAL MEDICAL CENTER	1	\$ 105.09	\$ 105.09
P8-2012	VA	PORTSMOUTH	52728447 NAVAL MEDICAL CENTER	1	\$ 984.61	\$ 984.61
P8-2012	VA	PORTSMOUTH	52728447 NAVAL MEDICAL CENTER	1	\$ 138.88	\$ 138.88
P8-2012	MS	JACKSON	52730006 VA MEDICAL CENTER	1	\$ 8.34	\$ 8.34
P8-2012	NJ	EAST ORANGE	52735303 SYSTEM VA NEW JERSEY HEALTH CARE	2	\$ 708.75	\$ 1,417.50
P8-2012	FL	GAINESVILLE	52738202 V.A. HOSPITAL	2	\$ 261.18	\$ 522.36
P8-2012	FL	GAINESVILLE	52735725 V.A. HOSPITAL	1	\$ 1,680.40	\$ 1,680.40
P8-2012	KY	LOUISVILLE	52735220 V.A. MED CTR	8	\$ 100.08	\$ 800.64
P8-2012	KY	LOUISVILLE	52735225 V.A. MED CTR	1	\$ 138.88	\$ 138.88
P8-2012	NJ	EAST ORANGE	52735303 SYSTEM VA NEW JERSEY HEALTH CARE	1	\$ 67.04	\$ 67.04
P8-2012	NJ	EAST ORANGE	52735303 SYSTEM VA NEW JERSEY HEALTH CARE	1	\$ 708.75	\$ 708.75
P8-2012	NV	WELLIS ARB	52733864 MEDICAL SUPPLY OFFICER	1	\$ 130.59	\$ 130.59
P8-2012	VA	PORTSMOUTH	52735393 NAVAL MEDICAL CENTER	1	\$ 62.26	\$ 62.26
P8-2012	VA	PORTSMOUTH	52735383 NAVAL MEDICAL CENTER	1	\$ 138.88	\$ 138.88
P8-2012	VA	PORTSMOUTH	52735383 NAVAL MEDICAL CENTER	1	\$ 138.88	\$ 138.88
P8-2012	VA	PORTSMOUTH	52735393 NAVAL MEDICAL CENTER	1	\$ 132.66	\$ 132.66
P8-2012	CA	SAN FRANCISCO	52738052 V.A. HOSPITAL (662)	1	\$ 952.25	\$ 952.25
P8-2012	FL	GAINESVILLE	52738205 V.A. HOSPITAL	1	\$ 1,680.40	\$ 1,680.40
P8-2012	KY	LOUISVILLE	52738062 V.A. HOSPITAL	4	\$ 67.04	\$ 268.16
P8-2012	OK	OKLAHOMA CITY	52738198 VA MEDICAL CENTER	1	\$ 130.59	\$ 130.59

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	52741984 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	52742888 VA MEDICAL CENTER	71396500	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	8267750	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	INTERTAN 11.5MM X 18CM	1	\$	1,149.75
PS, 2012	FL	RIVIERA BEACH	8355512	52760656 VA MEDICAL CENTER	71210002	GEN TROC CAR PIN 1/8	1	\$	11.60
PS, 2012	AR	LITTLE ROCK	8282982	52769312 VA MEDICAL CENTER	71424051	LGN PRESSFIT STEM 18MM X	1	\$	699.75
PS, 2012	FL	GAINESVILLE	8289747	52763715 VA HOSPITAL	71691526	160MM	1	\$	130.59
PS, 2012	FL	GAINESVILLE	8289747	52763715 VA HOSPITAL	71691526	3.2 TIP THREADED GUIDE	1	\$	62.26
PS, 2012	TN	MEMPHIS	8315047	52763287 VA MEDICAL CENTER	71340007	ACC 2.0MM COCK CABLE	1	\$	278.10
PS, 2012	TX	Houston	8304448	52763496 VA HOSPITAL 580	71420636	W/CLAMP	1	\$	952.25
PS, 2012	AZ	Tucson	7965554	52765584 VA MEDICAL CENTER	71642230	8II LRG STEM 18MM X	1	\$	138.88
PS, 2012	KY	Lexington	8311853	52765237 VA HOSPITAL	71210002	100MM	4	\$	67.04
PS, 2012	NM	ALBUQUERQUE	8251837	52765677 VA HOSPITAL	71421667	INT HEX CAP SCR 5.0MM X	1	\$	926.25
PS, 2012	TX	EL PASO	8382849	52765520 MEDICAL SUPPLY OFFICER	71691526	GEN TROC CAR PIN 1/8	1	\$	130.59
PS, 2012	CA	SAN FRANCISCO	8310954	52767892 VA HOSPITAL (662)	71421668	LGN SCRW DIS FEM WDG 526	2	\$	1,852.50
PS, 2012	CA	SAN FRANCISCO	8310954	52767892 VA HOSPITAL (662)	71421668	10MM	1	\$	720.00
PS, 2012	CA	SAN FRANCISCO	8310954	52767892 VA HOSPITAL (662)	71421668	LGN CEMENT	1	\$	720.00
PS, 2012	CA	SAN FRANCISCO	8310954	52767892 VA HOSPITAL (662)	71421668	STEM20MMX160MM STRT	1	\$	720.00

Exhibit 5

Yr	State	City	Agency	Item No	Description	QTY	Unit Price	Total Price	Ext Price
P9, 2012	FL	MIAMI	52767580 VA HOSPITAL	71210002	GEN TROCAR PIN 1/8	12	\$ 201.12	\$ 2,413.44	\$ 201.12
P9, 2012	FL	MIAMI	52767596 VA HOSPITAL	71210002	GEN TROCAR PIN 1/8	4	\$ 67.04	\$ 268.16	\$ 67.04
P9, 2012	CA	SAN FRANCISCO	52770922 V A HOSPITAL (662)	714241807	LGN POS FEM WDG 5MM X 57	2	\$ 1,852.50	\$ 3,705.00	\$ 1,852.50
P9, 2012	CA	SAN FRANCISCO	52770922 V A HOSPITAL (662)	71424188	LGN CEMENT	1	\$ 720.00	\$ 720.00	\$ 720.00
P9, 2012	CA	SAN FRANCISCO	52770922 V A HOSPITAL (662)	71424206	STEM 16MM X 100MM STRT	1	\$ 720.00	\$ 720.00	\$ 720.00
P9, 2012	CA	SAN FRANCISCO	52770922 V A HOSPITAL (662)	71424227	STEM 16MM X 160MM STRT	1	\$ 708.75	\$ 708.75	\$ 708.75
P9, 2012	FL	MIAMI	52770119 VA HOSPITAL	71424049	LGN OFFSET COUPLER 6MM	1	\$ 699.75	\$ 699.75	\$ 699.75
P9, 2012	FL	MIAMI	52770119 VA HOSPITAL	71424053	LGN PRESSFIT STEM 16MM X 160MM	1	\$ 699.75	\$ 699.75	\$ 699.75
P9, 2012	FL	MIAMI	52770119 VA HOSPITAL	71424223	LGN OFFSET COUPLER 2MM	1	\$ 708.75	\$ 708.75	\$ 708.75
P9, 2012	HI	WAINEA	52769160 KAUAI VETERANS MEM HOSP	71631626	3MM X 100MM BALL TP GDE	1	\$ 195.00	\$ 195.00	\$ 195.00
P9, 2012	HI	WAINEA	52769160 KAUAI VETERANS MEM HOSP	71631630	3.2 TIP THREADED GUIDE	2	\$ 187.50	\$ 375.00	\$ 187.50
P9, 2012	MI	DETROIT	52770720 V A HOSPITAL	71210002	GEN TROCAR PIN 1/8	1	\$ 12.51	\$ 12.51	\$ 12.51
P9, 2012	NC	DURHAM	52769903 V A HOSPITAL DURHAM	71642235	INT HEX CAP SCR 5.0MM X 35MM	1	\$ 138.88	\$ 138.88	\$ 138.88
P9, 2012	NC	DURHAM	52769914 V A HOSPITAL DURHAM	71642235	INT HEX CAP SCR 5.0MM X 35MM	1	\$ 138.88	\$ 138.88	\$ 138.88
P9, 2012	GA	FORT BENNING	52772950 US ARMY HOSPITAL	71631626	3MM X 100MM BALL TP GDE	1	\$ 130.59	\$ 130.59	\$ 130.59
P9, 2012	GA	FORT BENNING	52772950 US ARMY HOSPITAL	71642235	INT HEX CAP SCR 5.0MM X 35MM	1	\$ 138.88	\$ 138.88	\$ 138.88
P9, 2012	GA	FORT BENNING	52772950 US ARMY HOSPITAL	71642245	INT HEX CAP SCR 5.0MM X 45MM	1	\$ 138.88	\$ 138.88	\$ 138.88
P9, 2012	GA	FORT BENNING	52772956 US ARMY HOSPITAL	71631626	3.2 TIP THREADED GUIDE	1	\$ 130.59	\$ 130.59	\$ 130.59
P9, 2012	GA	FORT BENNING	52772956 US ARMY HOSPITAL	71631660	WIRE	1	\$ 62.26	\$ 62.26	\$ 62.26
P9, 2012	GA	FORT BENNING	52772956 US ARMY HOSPITAL	71634015	MAIL CAP 1/16MM	1	\$ 125.75	\$ 125.75	\$ 125.75
P9, 2012	GA	FORT BENNING	52772956 US ARMY HOSPITAL	71642240	INT HEX CAP SCR 5.0MM X 40MM	1	\$ 138.88	\$ 138.88	\$ 138.88
P9, 2012	ID	BOISE	52773382 VA HOSPITAL	71390001	REF INTERFIT THRD HOLE COVER	1	\$ 40.20	\$ 40.20	\$ 40.20
P10, 2012	AZ	Tucson	52775448 VA MEDICAL CENTER	71631626	3MM X 100MM BALL TP GDE	3	\$ 391.77	\$ 1,175.31	\$ 391.77
P10, 2012	KY	Lexington	52775255 V A HOSPITAL	71210002	GEN TROCAR PIN 1/8	4	\$ 67.04	\$ 268.16	\$ 67.04
P10, 2012	VA	PORTSMOUTH	52775653 NAVAL MEDICAL CENTER	71631116	12.5MM ENTRY REAMER	3	\$ 2,953.83	\$ 8,861.49	\$ 2,953.83
P10, 2012	VA	PORTSMOUTH	52775653 NAVAL MEDICAL CENTER	71631526	3MM X 100MM BALL TP GDE	4	\$ 522.36	\$ 2,089.44	\$ 522.36
P10, 2012	VA	PORTSMOUTH	52777029 NAVAL MEDICAL CENTER	71642240	INT HEX CAP SCR 5.0MM X 40MM	1	\$ 138.88	\$ 138.88	\$ 138.88
P10, 2012	KY	LOUISVILLE	52778463 V A MED CTR	71210002	GEN TROCAR PIN 1/8	12	\$ 159.84	\$ 1,918.08	\$ 159.84
P10, 2012	FL	GAINESVILLE	52779591 V A HOSPITAL	71675269	INTERTAN 10MM X 38CM 1300 LT	1	\$ 1,680.40	\$ 1,680.40	\$ 1,680.40

Exhibit 5

P.O. Year	State	Agency	Item No.	Quantity	Unit Price	Total Price	Description
P10, 2012	MS	JACKSON	8331779	6	\$ 48.18	\$ 289.08	QUICK CONNECT TROC PIN 1/8 X 3
P10, 2012	TX	Houston	8349195	2	\$ 6,940.28	\$ 13,880.56	ANK SPN KIT-MULT CLAMP W/IN HP
P10, 2012	VA	PORTSMOUTH	8326886	11	\$ 984.61	\$ 10,830.71	12.5MM ENTRY REAMER G/LNG STEM, 10MM X 3,00MM
P10, 2012	CA	SAN FRANCISCO	8325527	1	\$ 952.25	\$ 952.25	3MMX100MM BALL TP GDE RD
P10, 2012	TX	SAN ANTONIO	8322687	12	\$ 1,567.08	\$ 18,804.96	3.2 TIP THREADED GUIDE WIRE
P10, 2012	TX	SAN ANTONIO	8232667	10	\$ 622.60	\$ 6,226.00	INT HEX CAP SCR 5.0MM X 45MM
P10, 2012	TX	SAN ANTONIO	8317456	2	\$ 277.76	\$ 555.52	INT HEX CAP SCR 5.0MM X 40MM
P10, 2012	TX	SAN ANTONIO	8338056	1	\$ 138.88	\$ 138.88	REF INTERFIT THRD HOLE COVER
P10, 2012	ID	BOISE	8309730	1	\$ 36.18	\$ 36.18	GEN TROC CAR PIN 1/8
P10, 2012	FL	MIAMI	8349352	13	\$ 268.16	\$ 3,486.08	3.2 TIP THREADED GUIDE WIRE
P10, 2012	VA	PORTSMOUTH	8338109	3	\$ 186.78	\$ 560.34	INT HEX CAP SCR 5.0MM X 30MM
P10, 2012	VA	PORTSMOUTH	8338109	1	\$ 138.88	\$ 138.88	INT HEX CAP SCR 5.0MM X 35MM
P10, 2012	VA	PORTSMOUTH	8338109	1	\$ 138.88	\$ 138.88	INT HEX CAP SCR 5.0MM X 45MM
P10, 2012	NC	ASHEVILLE	8348145	1	\$ 138.88	\$ 138.88	GEN TROC CAR PIN 1/8
P10, 2012	KY	Lexington	8338508	8	\$ 134.08	\$ 1,072.64	GEN TROC CAR PIN 1/8 (h. x.)
P10, 2012	KY	Lexington	8348097	4	\$ 67.04	\$ 268.16	LGN PRESSFIT STEM 15MM X 160MM
P10, 2012	KY	Lexington	8348098	1	\$ 699.75	\$ 699.75	LGN OFFSET COUPLER 4MM
P10, 2012	KY	Lexington	8348098	1	\$ 708.75	\$ 708.75	LGN OFFSET COUPLER 6MM
P10, 2012	KY	Lexington	8348098	1	\$ 708.75	\$ 708.75	GEN TROC CAR PIN 1/8
P10, 2012	KY	LOUISVILLE	8358437	8	\$ 104.26	\$ 834.08	3.2MM TIP THREADED GD PIN
P10, 2012	TX	DALLAS	8347486	1	\$ 105.03	\$ 105.03	3MMX100MM BALL TP GDE RD
P10, 2012	IA	DES MOINES	8332291	1	\$ 130.59	\$ 130.59	3.2 TIP THREADED GUIDE WIRE
P10, 2012	IA	DES MOINES	8332291	1	\$ 62.26	\$ 62.26	ACC 2.0MM COCR CABLE W/CLAMP
P10, 2012	MO	SAINT LOUIS	8336645	2	\$ 556.20	\$ 1,112.40	INT HEX CAP SCR 5.0MM X 45MM
P10, 2012	NM	ALBUQUERQUE	8337295	1	\$ 138.88	\$ 138.88	LGN PRESSFIT STEM 15MM X 160MM
P10, 2012	FL	MIAMI	8364637	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	WIRE	1	\$ 16.76	\$ 16.76
P10, 2012	AR	LITTLE ROCK	52802718 VA MEDICAL CENTER	71840007	GEN TROCAR PN 1/8 ACC 2.0MM COOR CABLE	2	\$ 556.20	\$ 556.20
P10, 2012	CA	SAN FRANCISCO	52803550 VA HOSPITAL (662)	71421667	W/CLAMP LGN SCRW D16 FEM WDG S26	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	STEM12MMX120MM STRT	1	\$ 720.00	\$ 720.00
P10, 2012	FL	GAINESVILLE	52803307 VA HOSPITAL	71651626	STEM12MMX160MM STRT	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	RD	1	\$ 1,085.43	\$ 1,085.43
P10, 2012	TX	EL PASO	52811728 MEDICAL SUPPLY OFFICER	71631626	11.5 X 40 130 D TAN RT ROSE	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	71642240	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	2	\$ 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	52823664 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	52823664 BROOKE ARMY MED CTR	71651626	3MMX1000MM BALL TP GDE	10	\$	1,305.90	\$	1,305.90
P11, 2012	TX	SAN ANTONIO	8592953	52823664 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 HOSPITAL	71651626	3MMX1000MM BALL TP GDE	2	\$	288.60	\$	288.60
P11, 2012	OK	FORT SILL	8403299	52832106 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	8405602	52850265 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 VA HOSPITAL	71542230	INT HEX CAP SCR 5.0MM X 30MM	3	\$	416.64	\$	416.64
P11, 2012	TX	DALLAS	8404654	52834061 VA HOSPITAL	71642235	INT HEX CAP SCR 5.0MM X 35MM	1	\$	138.88	\$	138.88
P11, 2012	TX	DALLAS	8404654	52834061 VA HOSPITAL	71642240	INT HEX CAP SCR 5.0MM X 40MM	1	\$	138.88	\$	138.88
P11, 2012	TX	DALLAS	8404654	52834061 VA 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 VA 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 VA HOSPITAL	71210002	GEN TROC CAR PIN 1/8	4	\$	67.04	\$	67.04
P11, 2012	KY	Lexington	8423140	52841716 VA 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 SCRW DIS FEM WDG 5Z5	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 MEDICAL CTR	71424045	LGN PRESSFIT STEM 12MM X 160MM	1	\$	699.75	\$	699.75
P11, 2012	KY	LOUISVILLE	8418766	52844142 VA MED CTR	71651626	3MMX1000MM BALL TP GDE	1	\$	130.59	\$	130.59
P11, 2012	CA	SAN FRANCISCO	8441654	52846356 VA HOSPITAL (652)	71210002	GEN TROC CAR PIN 1/8	2	\$	39.52	\$	39.52

Exhibit 5

P11, 2012	NC	ASHEVILLE	8358846	52846224	VA MEDICAL CENTER 637	71338500	REF THREADED HOLE COVER INT HEX CAP SCR 5.0MM X	1	\$	36.18	\$	36.18
P11, 2012	NC	DURHAM	8404331	52846685	V A HOSPITAL DURHAM	71642280	30MM	1	\$	138.88	\$	138.88
P11, 2012	OK	OKLAHOMA CITY	8565581	52847009	VA MEDICAL CENTER	71642240	INT HEX CAP SCR 5.0MM X	1	\$	138.88	\$	138.88
P11, 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
P11, 2012	TX	DALLAS	8437173	52846385	V A HOSPITAL	71751147	3.2MM TIP THREADED GD PIN	1	\$	105.03	\$	105.03
P11, 2012	TX	EL PASO	8416668	52846883	MEDICAL SUPPLY OFFICER	71751147	3.2MM TIP THREADED GD PIN	1	\$	105.03	\$	105.03
P11, 2012	TX	EL PASO	8423811	52846846	MEDICAL SUPPLY OFFICER	71642235	INT HEX CAP SCR 5.0MM X	1	\$	138.88	\$	138.88
P11, 2012	FL	GAINESVILLE	8425737	52846244	V A HOSPITAL	71642230	30MM	1	\$	138.88	\$	138.88
P11, 2012	FL	GAINESVILLE	8425737	52846244	V A HOSPITAL	71642240	40MM	1	\$	138.88	\$	138.88
P11, 2012	FL	GAINESVILLE	8425737	52846244	V A HOSPITAL	71642245	45MM	2	\$	277.75	\$	277.75
P11, 2012	FL	GAINESVILLE	8430667	52846246	V A HOSPITAL	71673289	INTERIAN 11.5MM X 36CM	1	\$	1,680.40	\$	1,680.40
P11, 2012	PA	PITTSBURGH	8434390	52846615	VA PITTSBURGH	71424029	1500 LT LGN PRESSFIT STEM 16MM X 120MM	1	\$	690.75	\$	690.75
P11, 2012	PA	PITTSBURGH	8434390	52846615	VA PITTSBURGH	71424225	LGN OFFSET COUPLER 4MM	1	\$	708.75	\$	708.75
P11, 2012	FL	MIAMI	8446265	52852646	V A HOSPITAL	71210002	GEN TROCAR PIN 1/8	1	\$	67.04	\$	67.04
P11, 2012	ID	BOISE	8522908	52852237	VA HOSPITAL	71390001	REF INTERIT THIRD HOLE COVER	2	\$	72.36	\$	72.36
P11, 2012	NY	ALBANY	8430926	52852002	VA HOSPITAL	71770822	HUMERAL NAIL 8/7MM X 22CM	1	\$	1,241.68	\$	1,241.68
P11, 2012	TX	DALLAS	8437271	52852286	V A HOSPITAL	71770926	26CM	1	\$	1,241.68	\$	1,241.68
P11, 2012	TX	Houston	8408039	52851970	VA HOSPITAL 580	71062701	ANK SPN MIT-MULT CLMP W/TIN HP	1	\$	3,470.14	\$	3,470.14
P11, 2012	CA	LOMA LINDA	8424384	52855651	LOMA LINDA VA HOSPITAL	71831626	RD	1	\$	130.59	\$	130.59
P11, 2012	TN	MOUNTAIN HOME	8506613	52855681	VA MEDICAL CENTER	71210002	3MMX300MM BALL TP GDE	4	\$	67.04	\$	67.04
P11, 2012	TN	MOUNTAIN HOME	8506613	52855681	VA MEDICAL CENTER	71210003	GEN TROCAR PIN 1/8	4	\$	67.04	\$	67.04
P12, 2012	KY	Lexington	8444423	52860482	V A HOSPITAL	71210002	GEN TROCAR PIN 1/8 in. X {}	8	\$	134.08	\$	134.08
P12, 2012	KY	Lexington	8444423	52860482	V A HOSPITAL	71210003	5in	4	\$	67.04	\$	67.04
P12, 2012	KY	Lexington	8445358	52860488	V A HOSPITAL	71210002	GEN TROCAR PIN 1/8	4	\$	67.04	\$	67.04
P12, 2012	KY	Lexington	8445358	52860488	V A HOSPITAL	71210003	5in	4	\$	67.04	\$	67.04
P12, 2012	OK	OKLAHOMA CITY	8588616	52860343	VA MEDICAL CENTER	71424027	LGN PRESSFIT STEM 14MM X 120MM	1	\$	690.75	\$	690.75
P12, 2012	OK	OKLAHOMA CITY	8588616	52860343	VA MEDICAL CENTER	71424027	LGN OFFSET COUPLER 6MM	1	\$	708.75	\$	708.75
P12, 2012	OK	OKLAHOMA CITY	8594124	52860350	VA MEDICAL CENTER	71210002	GEN TROCAR PIN 1/8	4	\$	27.52	\$	27.52
P12, 2012	KY	LOUISVILLE	8454852	52861769	V A MED CTR	71210002	GEN TROCAR PIN 1/8	4	\$	54.22	\$	54.22



Exhibit 5

Item #	State	City	Address	Part #	Description	QTY	Unit Price	Total Price
P2, 2013	ND	FARGO	52975594 V A HOSPITAL	71389500	REF THREADED HOLE COVER	1	\$ 34.29	\$ 34.29
P2, 2013	CA	LOMA LINDA	52983391 LOMA LINDA VA HOSPITAL	71421805	GEN POS FEM WDG 5MM 525	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	71330001	REF INTERFIT THRD HOLE COVER	3	\$ 112.56	\$ 112.56
P3, 2013	ID	BOISE	52984073 VA HOSPITAL	71330001	REF INTERFIT THRD HOLE COVER	1	\$ 40.20	\$ 40.20
P3, 2013	FL	MIAMI	52989005 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	53029929 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 5 CBL. TROCH	1	\$ 1,003.50	\$ 1,003.50
P4, 2013	CO	Grand Junction	53042593 VA MEDICAL CENTER	71389500	REF THREADED HOLE COVER	1	\$ 36.18	\$ 36.18
P4, 2013	TN	MEMPHIS	53050390 V A MEDICAL CENTER	71340007	W/CLAMP	2	\$ 556.20	\$ 556.20
P4, 2013	SC	Hanahan	53064355 V A HOSPITAL CHARLESTON	71210002	GEN TROCAR PIN 1/8	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	71210002	GEN TROCAR PIN 1/8	4	\$ 67.04	\$ 67.04
P4, 2013	MN	Minneapolis	53070671 VA MED CTR BLDG 70	129418	GEN TROCAR PIN 1/8 IN. X 1/8	1	\$ 70.65	\$ 70.65
P4, 2013	TX	Houston	53070191 VA HOSPITAL 580	71420634	BUCK CEMENT RSTR 18.5	1	\$ 952.25	\$ 952.25
P5, 2013	AZ	PHOENIX	53079669 CENTER	71389500	REF THREADED HOLE COVER	2	\$ 104.52	\$ 104.52
P5, 2013	WY	CHEYENNE	53084578 VA HOSPITAL	121010	PREP IM ENCHANCE TOTAL	1	\$ 131.85	\$ 131.85
P5, 2013	KY	LOUISVILLE	53109344 VA MED CTR	71210002	GEN TROCAR PIN 1/8	4	\$ 50.04	\$ 50.04
P5, 2013	WY	CHEYENNE	53112517 VA HOSPITAL	71210002	GEN TROCAR PIN 1/8	2	\$ 23.73	\$ 23.73
P6, 2013	ID	BOISE	53123611 VA HOSPITAL	71390001	REF INTERFIT THRD HOLE COVER	1	\$ 40.20	\$ 40.20
P6, 2013	AZ	PHOENIX	53159909 CENTER	71421871	LGN SCRW DIS FEM WDG SZ7	1	\$ 926.25	\$ 926.25
P7, 2013	MN	Minneapolis	53168420 VA MED CTR BLDG 70	71340011	ACC STD 125MM 5 CBL TROCH	1	\$ 1,003.50	\$ 1,003.50

Exhibit 5

PT	YR	CA	CITY	CLINIC	QTY	UNIT PRICE	TOTAL PRICE	QTY	UNIT PRICE	TOTAL PRICE
P7, 2013		CA	LONG BEACH	V.A ADMINISTRATION HOSP 53224893 LONG BEACH	5	\$ 1,360.50	\$ 1,360.50			
P7, 2013		CA	LONG BEACH	V.A ADMINISTRATION HOSP 53224893 LONG BEACH	1	\$ 1,885.50	\$ 1,885.50			
P8, 2013		NY	ALBANY	53286193 VA HOSPITAL	1	\$ 30.75	\$ 30.75			
P8, 2013		NY	ALBANY	53286193 VA HOSPITAL	1	\$ 278.10	\$ 278.10			
P8, 2013		KY	LOUISVILLE	53286553 VA MED CTR	1	\$ 12.76	\$ 12.76			
P9, 2013		IL	CHICAGO	53345064 CENTER JESSE BROWN VA MEDICAL	4	\$ 10.38	\$ 41.52			
P10, 2013		KY	Lexington	53345432 V.A HOSPITAL	1	\$ 1,885.50	\$ 1,885.50			
P10, 2013		NC	ASHEVILLE	53351351 VA MEDICAL CENTER 637 CARL T HAYDEN VA MEDICAL	1	\$ 952.25	\$ 952.25			
P10, 2013		AZ	PHOENIX	53362804 CENTER JESSE BROWN VA MEDICAL	1	\$ 36.90	\$ 36.90			
P10, 2013		IL	CHICAGO	53365517 CENTER JESSE BROWN VA MEDICAL	20	\$ 177.48	\$ 3,549.60			
P10, 2013		CA	LONG BEACH	53372609 LONG BEACH VA ADMINISTRATION HOSP	4	\$ 1,112.40	\$ 4,449.60			
P10, 2013		NJ	EAST ORANGE	53375891 SYSTEM VA NEW JERSEY HEALTH CARE	4	\$ 67.04	\$ 268.16			
P10, 2013		FL	MIAMI	53377537 VA HOSPITAL	4	\$ 67.04	\$ 268.16			
P10, 2013		CA	LOS ANGELES	53389091 VA WADSWORTH HOSP CTR	1	\$ 720.00	\$ 720.00			
P11, 2013		PA	PITTSBURGH	53389683 VA PITTSBURGH	2	\$ 567.00	\$ 1,134.00			
P11, 2013		MO	SAINT LOUIS	53389901 VA MEDICAL CENTER	1	\$ 278.10	\$ 278.10			
P1, 2014		NM	ALBUQUERQUE	53447658 VA HOSPITAL	12	\$ 55.31	\$ 663.72			
P1, 2014		ID	BOISE	53461733 VA HOSPITAL	1	\$ 41.00	\$ 41.00			
P1, 2014		FL	RIVIERA BEACH	53468175 VA MEDICAL CENTER	1	\$ 12.52	\$ 12.52			
P1, 2014		TX	Houston	53470488 VA HOSPITAL 580	4	\$ 51.04	\$ 204.16			
P1, 2014		TX	Houston	53470488 VA HOSPITAL 580	1	\$ 12.76	\$ 12.76			
P2, 2014		IA	DES MOINES	53502106 NETWORK VA CENTRAL PLAINS HEALTH	1	\$ 708.75	\$ 708.75			
P2, 2014		FL	MIAMI	53508421 VA HOSPITAL	4	\$ 67.04	\$ 268.16			
P2, 2014		TN	MEMPHIS	53509391 VA MEDICAL CENTER	4	\$ 67.04	\$ 268.16			
P3, 2014		CA	LOS ANGELES	53540098 VA WADSWORTH HOSP CTR	1	\$ 16.76	\$ 16.76			
P3, 2014		ID	BOISE	53538813 VA HOSPITAL	2	\$ 41.00	\$ 82.00			
						\$ 109,740.89	\$ 48,964.14			\$ 158,705.13

# Attachment A

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,

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**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

**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

---

**[Proposed] ORDER**

---

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”) have filed a Joint Stipulation of Dismissal in accordance with the terms of a settlement agreement (“Agreement”) entered into among the Parties and attached to their Joint Stipulation of Dismissal as Exhibit A.

Upon consideration of the Joint Stipulation, it is hereby ORDERED that:

1. All claims in this action are dismissed with prejudice as to Plaintiff-Relator.
2. All claims in this action for the Covered Conduct as defined in the Agreement among the Parties are dismissed with prejudice as to the United States. All other claims in this action are dismissed without prejudice as to the United States.
3. All Parties shall bear their own costs, fees and expenses, except as otherwise provided in the Agreement.

SO ORDERED.

Dated: \_\_\_\_\_, 2014

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