

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS  
JONESBORO DIVISION**

**UNITED STATES OF AMERICA  
ex rel. LORINDA MCMILLAN**

**PLAINTIFF**

**V.**

**CASE NO. 3:03CV353WRW**

**LIFETIME MEDICAL SUPPLY, INC.,  
RUSSELL “TONY” CROWELL, TERRY  
CARR and GREENBEAR HEALTHCARE**

**DEFENDANTS**

**CONSENT JUDGMENT**

The Relator, by and through her counsel, and Separate Defendants Lifetime Medical Supply, Inc., Russell “Tony” Crowell, and Terry Carr, by and through their counsel, enter into the following stipulation and Consent Judgment:

1. On or about November 13, 2003, the Relator, Lorinda McMillan, filed a *qui tam* Complaint against the Defendants, Lifetime Medical Supply, Inc., Russell “Tony” Crowell, Terry Carr and Greenbear Healthcare. The Complaint alleged that the Defendants violated the False Claims Act, 31 U.S.C. §§ 3729 *et seq.*, in connection with their submission of Medicare claims for the provision of durable medical equipment (“DME”). The Complaint in these proceedings was unsealed on March 14, 2006.

2. At all times relevant to the allegations in the Complaint, claims to the federal Medicare program for reimbursement for the provision of DME were administered and paid by a durable medical equipment regional carrier (“DMERC”) under contract with the Center for Medicare and Medicaid Services.

3. At all times relevant to the allegations in the Complaint, Lifetime Medical Supply, Inc.'s claims for reimbursement under the Medicare program for the provision of DME were submitted to and administered by the DMERC.

4. Lifetime Medical Supply, Inc. admits that, as alleged in the Complaint, it submitted claims for reimbursement for DME to the DMERC, in violation of the False Claims Act.

5. In April 2006, the government, through the DMERC, identified an overpayment of \$365,871.16 associated with the admitted false claims submitted by Lifetime Medical Supply, Inc., and began recovering from Lifetime Medical Supply, Inc. the overpayment associated with those claims. The undersigned parties are informed and, based on that information, agree that the total amount of the overpayment recovered from Lifetime Medical Supply, Inc. by the government is \$134,057.95 ("Recovered Funds").

6. Lifetime Medical Supply, Inc. admits that this Court has jurisdiction over it on the claims asserted in the Complaint.

7. Defendants Lifetime Medical Supply, Inc., Russell "Tony" Crowell, and Terry Carr release and discharge any claim or right to the Recovered Funds.

8. Defendants Lifetime Medical Supply, Inc., Russell "Tony" Crowell, and Terry Carr release and discharge any claims or rights against the Relator, the United States, or any agents of the Relator or the United States, for any fees or costs incurred in connection with the matters alleged in the Complaint or the investigation or litigation of this lawsuit.

9. Relator dismisses with prejudice all claims in this action against Defendants Russell "Tony" Crowell and Terry Carr.

10. Relator agrees that she will not seek to recover any additional monies from Lifetime Medical Supply, Inc. beyond the Recovered Funds. Relator further agrees that the Recovered Funds will be considered payment in full satisfaction of this judgment against Lifetime Medical Supply, Inc. as to the Relator.

11. Relator agrees that she will not seek to recover on behalf of the United States or herself any additional monies from Lifetime Medical Supply, Inc., beyond the Recovered Funds. Relator further agrees that the Recovered Funds satisfy her claims brought on behalf of the United States against Lifetime Medical Supply, Inc. Relator understands that any percentage of the Recovered Funds to be awarded to her shall be determined under a separate agreement with the United States.

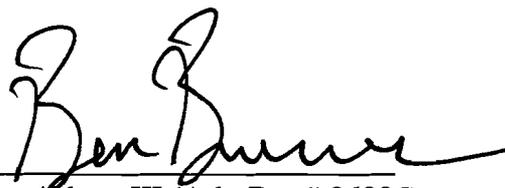
12. The United States has represented to the undersigned parties that it does not object to this Consent Judgment, or dismissal of the undersigned Defendants without prejudice as to the United States.

13. The undersigned parties stipulate to the foregoing facts and legal conclusions, agree to the releases and dismissals, and agree to entry of this Consent Judgment.

IT IS SO ORDERED, ADJUDGED AND DECREED this 24<sup>th</sup> day of August, 2010.

  
United States District Judge

STIPULATED, AGREED AND APPROVED:



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Medical Supply, Inc., Russell  
"Tony" Crowell, and Terry Carr*

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