

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION**

UNITED STATES OF AMERICA)
)
 Plaintiff,)
)
 v.)
)
 MD2U HOLDING COMPANY;)
)
 MD2U, PLLC;)
)
 MD2U KENTUCKY, LLC;)
)
 MD2U INDIANA, LLC;)
)
 MD2U FLORIDA, LLC;)
)
 MD2U OHIO, LLC;)
)
 MD2U LOUISIANA, LLC;)
)
 MD2U NORTH CAROLINA, LLC;)
)
 MD2U TENNESSEE, LLC;)
)
 MD2U WEST VIRGINIA, LLC;)
)
 MD2U MANAGEMENT, LLC;)
)
 MD2U FRANCHISING, LLC;)
)
 MD2U IAH, LLC;)
)
 J. MICHAEL BENFIELD, M.D.;)
)
 GREG LATTA; AND)
)
 KAREN LATTA)
)
 Defendants.)
 _____)

Civil Action No. _____

CONSENT JUDGMENT

For the purposes of resolving all claims raised in the Complaint filed in the above-captioned action, and upon the consent of the Plaintiff, the United States of America, the Defendants: MD2U Indiana, LLC; MD2U, PLLC; MD2U Florida, LLC; MD2U Kentucky, LLC; MD2U Ohio, LLC; MD2U Louisiana, LLC; MD2U North Carolina, LLC; MD2U Tennessee, LLC; MD2U West Virginia, LLC; MD2U Management, LLC; MD2U Franchising, LLC; MD2U IAH, LLC; and MD2U Holding Company (collectively the “Corporate Defendants”), and Defendants J. Michael Benfield, Greg Latta, and Karen Latta (collectively the “Individual Defendants”), the Plaintiff, Corporate Defendants, and Individual Defendants (collectively the “Parties”), hereby state as follows:

A. The Court has jurisdiction 28 U.S.C. § 1331.

B. The Parties enter into this Consent Judgment freely and voluntarily; the Corporate Defendants and the Individual Defendants agree and promise that they shall not seek to rescind this Consent Judgment on the grounds of coercion, duress, mistake, or any other basis after execution of this Consent Judgment.

C. The Parties have the legal authority to enter into this Consent Judgment, and each Party has authorized its undersigned representative to execute this Consent Judgment on its behalf.

NOW THEREFORE, based on the agreements of the Parties, by their undersigned representatives, it is hereby **ORDERED, ADJUGED AND DECREED** as follows:

1. The Plaintiff, the United States of America, is awarded judgment in the sum of TWENTY-ONE MILLION FIVE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED FIFTY SIX DOLLARS (\$21,511,756) as against the Defendants, who shall

be jointly and severally liable for this judgment amount, plus any and all applicable post-judgment interest as permitted by law, for violating the False Claims Act, 31 U.S.C. §§ 3729-3733. This amount is due and payable immediately, and the United State may, without notice, collect the outstanding debt using any method authorized under the law.

2. Solely for purposes of any petition subsequently filed by one of the Corporate Defendants under the Bankruptcy Code (11 U.S.C. § 101 et seq.), the obligations set forth in this Judgment are of a kind specified in 11 U.S.C. § 523(a)(2)(A) and (B) and accordingly are not subject to discharge under the Bankruptcy Code, and as to Corporate Defendants, are not subject to discharge without the necessity of complying with 11 U.S.C. § 523(c) and Rule 4007 of the Federal Rules of Bankruptcy Procedure. Corporate Defendants specifically deny any intentional or actual fraud in connection with the submission of the claims for payment at issue in this Judgment, but do admit that, due in part to the actions of a former employee, the Corporate Defendants caused the submission of false claims to the United States in violation of the False Claims Act, 31 U.S.C. § 3729(a)(1)(A), (B), and (C).

3. The Individual Defendants admit that, due in part to the actions of a former employee of the Corporate Defendants, the Individual Defendants caused the submission of false claims to the United States in violation of the False Claims Act, 31 U.S.C. §§ 3729-3733 and their actions caused damage to the United States in the amount of this Consent Judgment. The Individual Defendants admit the submission of the claims for payment referenced in the Complaint in this civil action: (a) caused these damages as a result of misrepresentations, false representations, and/or deceptive conduct; (b) was done with reckless disregard of the falsity of the claims referenced in the Complaint in this

civil action; and (c) caused the United States of America to be deceived. The United States of America justifiably relied upon the veracity of the claims referenced in the Complaint in this civil action, and that this reliance proximately caused damage to the United States of America in the amount of this Consent Judgment. Individual Defendants took each of the actions described herein with reckless disregard that harm to the United States of America was certain to occur.

4. This Order shall remain in effect, and the Court shall retain jurisdiction for the purpose of enforcing this Consent Judgment.

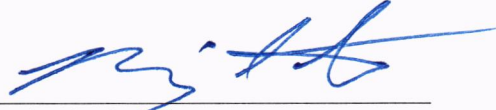
5. Each of the Parties to this Consent Judgment shall bear its/his/her own attorney's fees and costs, including in connection with the preparation and performance of this Consent Judgment.

CONSENTED TO BY:

THE UNITED STATES OF AMERICA

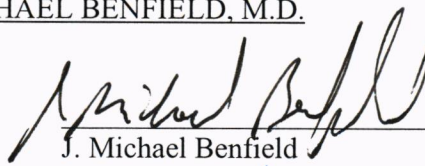
JOHN E. KUHN, JR.
United States Attorney, WDKY

DATED: 7/7/16

BY: 
Benjamin S. Schechter
Assistant United States Attorney

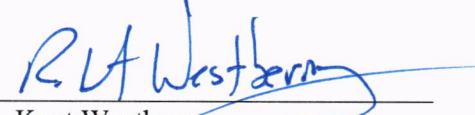
J. MICHAEL BENFIELD, M.D.

DATED: 6-26-16



J. Michael Benfield

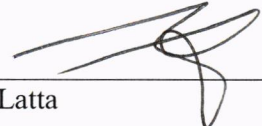
DATED: 6-21-16



R. Kent Westberry
Bridget M. Bush
LANDRUM & SHOUSE, LLP
Counsel for J. Michael Benfield, M.D.

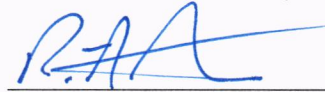
GREG LATTA

DATED: 6-22-16



Greg Latta


DATED: 6-21-16



R. Kent Westberry
Bridget M. Bush
LANDRUM & SHOUSE, LLP
Counsel for Greg Latta

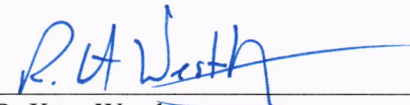
KAREN LATTA

DATED: 6-22-16



Karen Latta


DATED: 6-21-16



R. Kent Westberry
Bridget M. Bush
LANDRUM & SHOUSE, LLP
Counsel for Karen Latta

MD2U INDIANA, LLC

DATED: 6/22/16

BY:  _____

For MD2U Indiana, LLC

DATED: 6/21/16

BY:  _____

Jennifer Kincaid Adams
BLACKBURN, DOMENE & BURCHETT
Co-Counsel for MD2U Indiana, LLC

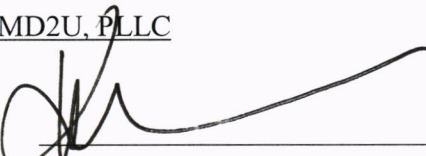
DATED: 6/21/16

BY:  _____

Michael P. Abate
DINSMORE & SHOHL, LLP
Co-Counsel for MD2U Indiana, LLC

MD2U, PLLC

DATED: 6/22/16

BY:  _____

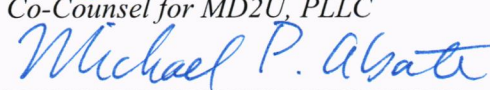
For MD2U, PLLC

DATED: 6/21/16

BY:  _____

Jennifer Kincaid Adams
BLACKBURN, DOMENE & BURCHETT
Co-Counsel for MD2U, PLLC

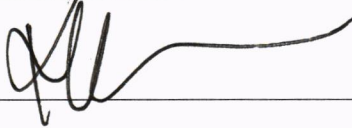
DATED: 6/21/16

BY:  _____

Michael P. Abate
DINSMORE & SHOHL, LLP
Co-Counsel for MD2U, PLLC

MD2U FLORIDA, LLC

DATED: 6/22/16

BY: 

For MD2U Florida, LLC

DATED: 6/21/16

BY: 

Jennifer Kincaid Adams
BLACKBURN, DOMENE & BURCHETT
Co-Counsel for MD2U Florida, LLC


DATED: 6/21/16

BY: 

Michael P. Abate
DINSMORE & SHOHL, LLP
Co-Counsel for MD2U Florida, LLC

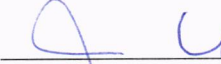
MD2U KENTUCKY, LLC

DATED: 6/22/16

BY: 

For MD2U Kentucky, LLC

DATED: 6/21/16

BY: 

Jennifer Kincaid Adams
BLACKBURN, DOMENE & BURCHETT
Co-Counsel for MD2U Kentucky, LLC

DATED: 6/21/16

BY: 

Michael P. Abate
DINSMORE & SHOHL, LLP
Co-Counsel for MD2U Kentucky, LLC


MD2U OHIO, LLC

DATED: 6/22/16

BY:  _____

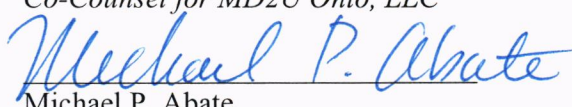
For MD2U Ohio, LLC

DATED: 6/21/16

BY:  _____

Jennifer Kincaid Adams
BLACKBURN, DOMENE & BURCHETT
Co-Counsel for MD2U Ohio, LLC

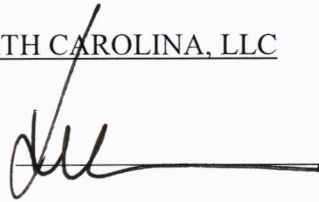
DATED: 6/21/16

BY:  _____

Michael P. Abate
DINSMORE & SHOHL, LLP
Co-Counsel for MD2U Ohio, LLC

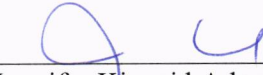
MD2U NORTH CAROLINA, LLC

DATED: 6/22/16

BY:  _____

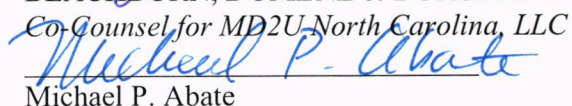
For MD2U North Carolina, LLC

DATED: 6/21/16

BY:  _____

Jennifer Kincaid Adams
BLACKBURN, DOMENE & BURCHETT
Co-Counsel for MD2U North Carolina, LLC

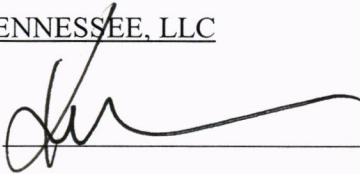
DATED: 6/21/16

BY:  _____

Michael P. Abate
DINSMORE & SHOHL, LLP
Co-Counsel for MD2U North Carolina, LLC

MD2U TENNESSEE, LLC

DATED: 6/22/16

BY: 

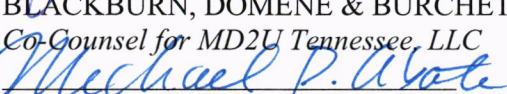
For MD2U Tennessee, LLC

DATED: 6/21/16

BY: 

Jennifer Kincaid Adams
BLACKBURN, DOMENE & BURCHETT
Co-Counsel for MD2U Tennessee, LLC

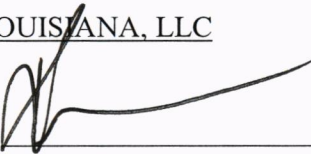
DATED: 6/21/16

BY: 

Michael P. Abate
DINSMORE & SHOHL, LLP
Co-Counsel for MD2U Tennessee, LLC


MD2U LOUISIANA, LLC

DATED: 6/22/16

BY: 

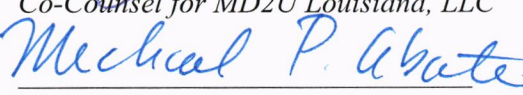
For MD2U Louisiana, LLC

DATED: 6/21/16

BY: 

Jennifer Kincaid Adams
BLACKBURN, DOMENE & BURCHETT
Co-Counsel for MD2U Louisiana, LLC

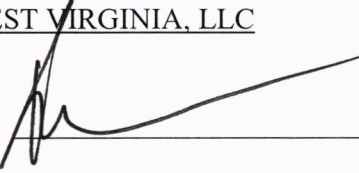
DATED: 6/21/16

BY: 


Michael P. Abate
DINSMORE & SHOHL, LLP
Co-Counsel for MD2U Louisiana, LLC

MD2U WEST VIRGINIA, LLC

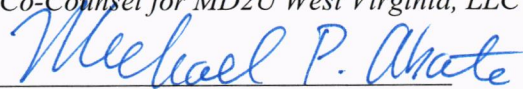
DATED: 6/22/16

BY: 
For MD2U West Virginia, LLC

DATED: 6/24/16

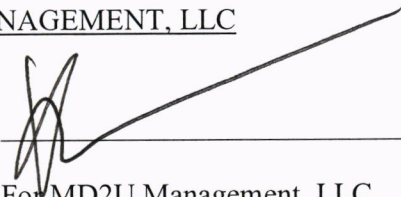
BY: 
Jennifer Kincaid Adams
BLACKBURN, DOMENE & BURCHETT
Co-Counsel for MD2U West Virginia, LLC

DATED: 6/21/16

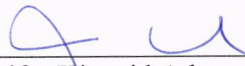
BY: 
Michael P. Abate
Dinsmore & Shohl, LLP
Co-Counsel for MD2U West Virginia, LLC

MD2U MANAGEMENT, LLC


DATED: 6/22/16

BY: 
For MD2U Management, LLC

DATED: 6/21/16

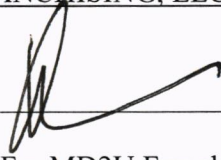
BY: 
Jennifer Kincaid Adams
BLACKBURN, DOMENE & BURCHETT
Co-Counsel for MD2U Management, LLC

DATED: 6/21/16

BY: 
Michael P. Abate
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Co-Counsel for MD2U Management, LLC

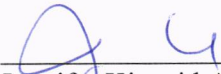
MD2U FRANCHISING, LLC

DATED: 6/22/16

BY: 

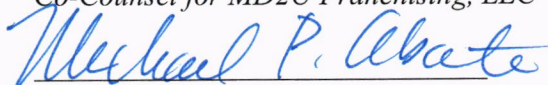
For MD2U Franchising, LLC

DATED: 6/21/16

BY: 

Jennifer Kincaid Adams
BLACKBURN, DOMENE & BURCHETT
Co-Counsel for MD2U Franchising, LLC

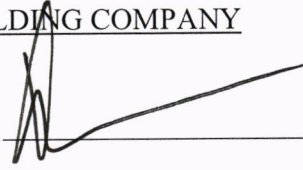
DATED: 6/21/16

BY: 

Michael P. Abate
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Co-Counsel for MD2U Franchising, LLC


MD2U HOLDING COMPANY

DATED: 6/22/16

BY: 

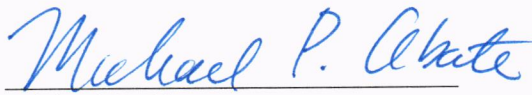
For MD2U Holding Company

DATED: 6/21/16

BY: 

Jennifer Kincaid Adams
BLACKBURN, DOMENE & BURCHETT
Co-Counsel for MD2U Holding Company

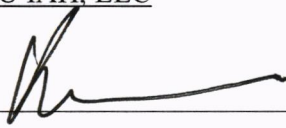
DATED: 6/21/16

BY: 

Michael P. Abate
DINSMORE & SHOHL, LLP
Co-Counsel for MD2U Holding Company

MD2U IAH, LLC

DATED: 0/22/16

BY:  _____

For MD2U IAH, LLC

DATED: 6/21/16

BY:  _____

Jennifer Kincaid Adams
BLACKBURN, DOMENE & BURCHETT
Co-Counsel for MD2U IAH, LLC

DATED: 6/21/16

BY:  _____

Michael P. Abate
DINSMORE & SHOHL, LLP
Co-Counsel for MD2U IAH, LLC

SO ORDERED: