U.S. Department of Justice

National Fraud Enforcement Division

Washington, D.C. 20530

July 28, 2026

Ben Curtis, Esq.
J. Greer Griffith, Esq.
McDermott Will & Emery LLP
333 SE 2nd Avenue, Suite 4500
Miami, FL 33131-2184

Re: Campus Eye Management Holdings, LLC and Campus Eye Management LLC

Dear Counsel:

Pursuant to Part I of the Department of Justice Corporate Enforcement and Voluntary Self-Disclosure Policy ("CEP"), and in light of, among other things, your clients' timely and voluntary self-disclosure of the criminal conduct described below, the Department of Justice, National Fraud Enforcement Division, and the United States Attorney's Office for the District of New Jersey (collectively, the "Government") has resolved its investigation into and declined prosecution of your clients, Campus Eye Management Holdings, LLC and Campus Eye Management, LLC (collectively, the "Campus Entities"), for violations of health care fraud (18 U.S.C. § 1347), offering and paying illegal health care kickbacks and bribes (42 U.S.C. § 1320a-7b) and conspiracy (18 U.S.C. §§ 371, 1349), in accordance with terms described below.

The Government's investigation found evidence that from approximately 2015 through approximately March 2023, Person 1, the founder of an optometry practice ("Practice") and affiliated eye-surgery center ("Surgery Center"), developed, among other things, schemes to: (1) bill Medicare and other insurers for duplicative and medically unnecessary diagnostic tests performed at the Practice in connection with surgeries performed at the Surgery Center; and (2) to offer and pay illegal health care kickbacks in exchange for the referral of patients on whom those tests were performed. Person 1 and outside investors formed the Campus Entities in July 2021 in advance of these investors' purchase of equity closing in December 2021. Campus Eye Management, LLC, a management services organization wholly owned by Campus Eye Management Holdings, LLC, executed a long-term business support services agreement under which it provided administrative, back office, and other support services, including billing and collection services, to the Practice. Campus Eye Management, LLC, also acquired an ownership interest in the Surgery Center, and executed a management agreement under which it provided management services, including billing and collection services, to the Surgery Center. From December 2021 through March 2023, Person 1 served as the sole owner and President of the Practice, CEO of both Campus Entities, President of Campus Eye Management, LLC, and on the board overseeing the Campus Entities and the Surgery Center. During this time, Person 1 caused Campus Eye Management, LLC, to submit claims to Medicare and other insurers on behalf of the Practice for clinical services rendered by the Practice, and caused the Practice to pay kickbacks, in connection with the ongoing scheme. As a result of the scheme, Medicare and other insurers paid approximately $3.7 million to the Practice.

The Government is resolving this case under Part I of the CEP, and the Principles of Federal Prosecution of Business Organizations (Justice Manual 9-28.300), based on an assessment of the factors including but not limited to: (1) the Campus Entities' timely and voluntary self-disclosure of the misconduct; (2) the Campus Entities' full and proactive cooperation in this matter (*e.g.,* providing all known relevant facts about the misconduct, including information about the individuals involved, and the retrieval and analysis of historical data such as information regarding beneficiaries impacted and insurers who paid relevant claims) and its agreement to continue to cooperate with any ongoing Government investigations and prosecutions that have resulted or might result in the future; (3) the nature and seriousness of the offense; (4) the Campus Entities' timely and appropriate remediation, including an internal review and subsequent revision of certain billing, payment, and compensation policies, and substantial improvement of its compliance program by, among other things, conducting ongoing risk assessments and monitoring, hiring new personnel with compliance responsibilities, and implementing compliance trainings; (5) the absence of aggravating circumstances that, when weighed against the Campus Entities' cooperation and remediation, warrant a disposition other than a resolution under Part I of the CEP; and (6) the fact that the Campus Entities agree to disgorge the amount of ill-gotten gains and to compensate victims.

Pursuant to this letter agreement, the Campus Entities agree to continue to fully cooperate with the Government's ongoing investigation, including but not limited to the continued provision of any information and making available for interviews and/or testimony those officers, employees, or agents who possess relevant information, as determined in the sole discretion of the Government.

The Campus Entities agree that the approximate amount Medicare and other insurers remitted to the Practice for the duplicative and medically unnecessary diagnostic tests that were procured through the payment of kickbacks is $3,700,000. The parties further agree that the Campus Entities have met their burden of establishing an inability to pay this full amount as disgorgement. The Government, with the assistance of a forensic accounting expert, conducted an independent ability to pay analysis, considering a range of factors outlined in the Justice Department's Inability to Pay Guidance (*see* October 8, 2019 Memorandum from Assistant Attorney General Brian Benczkowski to All Criminal Division Personnel re: Evaluating a Business Organization's Inability to Pay a Criminal Fine or Criminal Monetary Penalty), including but not limited to (i) the factors outlined in 18 U.S.C. § 3572 and USSG § 8C3.3(b); (ii) the Campus Entities' current financial condition; (iii) the Campus Entities' alternative sources of capital; and (iv) the collateral consequences of payment of the full disgorgement amount. Based on that independent analysis, the Government determined that paying a disgorgement amount of greater than $1,000,000 would substantially threaten the continued viability of the Campus Entities. Accordingly, the parties agree that the Campus Entities shall disgorge $1,000,000 (the "Disgorgement Amount") in victim compensation, and provide proof of the same to the Government, within 90 days of the execution of this letter agreement (or any period thereafter that is mutually agreeable to both the Campus Entities and the Government). The Campus Entities acknowledge that no tax deduction may be sought in connection with any part of its payment of the Disgorgement Amount.

This letter agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Campus Entities. If the Government learns of information that changes its assessment of any of the facts outlined above, it may reopen its inquiry.

Sincerely,

COLIN M. MCDONALD
Assistant Attorney General
National Fraud Enforcement Division
U.S. Department of Justice

ROBERT FRAZER
United States Attorney
District of New Jersey

By: ______________________
DARREN C. HALVERSON
Acting Assistant Chief
National Fraud Enforcement Division
Health Care Fraud Section

LINDSEY CARSON
Trial Attorney

I have read this letter agreement and carefully reviewed every part of it with outside counsel for the Campus Entities. The Boards of Directors of the Campus Entities have been advised of the terms of this letter agreement. I understand the terms of this letter agreement and, on behalf of the Campus Entities, voluntarily agree and consent to the facts and conditions set forth herein, including that the Campus Entities will remit the Disgorgement Amount as described.

Date: July 28, 2026

By: ______________________
Thomas Mullaney
Vice President, General Counsel, and Secretary
Campus Eye Management Holdings, LLC
Campus Eye Management, LLC