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 Office of Inspector General ("OIG-HHS") of the Department of Health and Human Services ("HHS") (collectively, the "United States"); and St. Michael's Eye & Laser Institute, Inc. ("St. Michael's Eye & Laser Institute") and John Michaelos, M.D. ("Dr. Michaelos") (Dr. Michaelos and St. Michael's Eye & Laser Institute are collectively, "the Defendants"; together with the United States, they collectively are "the Parties"), through their authorized representatives.

RECITALS

A. St. Michael's Eye & Laser Institute is an ophthalmology practice located in Largo, Florida. Dr. Michaelos, an ophthalmologist, is the owner and director of St. Michael's Eye & Laser Institute.

B. The Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) ("AKS"), prohibits health care providers from knowingly and willfully soliciting or receiving any remuneration in return for referring a patient for a Medicare-reimbursed diagnostic test or for ordering any Medicare-reimbursed diagnostic test.

C. The United States contends that the Defendants caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll ("Medicare) and the Department of Veterans Affairs, Veterans Health Administration, 38 U.S.C. Chapter 17.

D. The Defendants admit, acknowledge, and accept responsibility for the following facts:

1. A transcranial doppler ("TCD") test is a noninvasive diagnostic test that can be used to estimate the blood flow through certain blood vessels in the brain by bouncing high-frequency sound waves off blood cells.

2. From September 2015 through December 2020, St. Michael's Eye & Laser Institute had contractual agreements with an independent medical diagnostics company, Eyecuity, PLLC ("Eyecuity"). Eyecuity rented space from the Defendants. Eyecuity also provided an on-site technician to the Defendants, and entered an administrative services agreement with St. Michael's Eye & Laser Institute purportedly to cover the use of staff and utilities at the Defendants' office.

3. The Eyecuity TCD technician conducted TCD tests on site at St. Michael's Eye & Laser Institute using Eyecuity's equipment. Eyecuity sought reimbursement from Medicare for the TCD tests that St. Michael's Eye & Laser Institute physicians ordered. To document the purported medical necessity of the TCD tests, the order forms that Eyecuity submitted to Medicare indicated that patients had Vertebro-Basilar Syndrome or Vertebrobasilar Insufficiency ("VBI"), a very rare condition outside the typical scope of ophthalmic diagnosis that causes inadequate blood flow in the brain. St. Michael's Eye & Laser Institute physicians did not have reason to believe that the patients had a diagnosis of VBI.

4. Eyecuity did not pay the Defendants as set forth in their contracts. Instead, Eyecuity paid the Defendants based on the volume of patients referred for testing, rather than the cost of office space, staff, and utilities.

E. The United States contends that it has certain civil claims against the Defendants arising from the conduct in Recital D during the period September 2015 through December 2020 (hereafter the "Covered Conduct"). In particular, the United States contends that, as a result of the Covered Conduct, the Defendants caused the submission of false claims to Medicare by Eyecuity, in violation of the False Claims Act. The United States contends that the claims were false because the Defendants received remuneration from the Eyecuity in return for the referral of Medicare patients for medically unnecessary TCDs, in violation of the AKS.

In consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. The Defendants shall pay to the United States $350,000 plus interest at a rate of 4.50% per annum from July 27, 2026, and continuing through the date of payment ("Settlement Amount"), no later than 15 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Office of the United Staes Attorney for the District of Massachusetts. Of the Settlement Amount, $175,000 is restitution.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, the United States releases the Defendants 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 Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights 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 this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;

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; and

f. Any liability of individuals other than Dr. Michaelos.

4. The Defendants waive and shall not assert any defenses the Defendants 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.

5. The Defendants fully and finally release 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 the Defendants have asserted, could have asserted, or may assert in the future against the United States, and its agencies, officers, agents, employees, and servants related to the Covered Conduct and the United States' investigation and prosecution thereof.

6. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered

Conduct; and the Defendants agree not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

7. The Defendants agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of the Defendants, their 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 and any criminal investigation(s) of the matters covered by this Agreement;

(3) the Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);

(4) the negotiation and performance of this Agreement; and

(5) the payment the Defendants make to the United States pursuant to this Agreement;

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by the Defendants, and the Defendants shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by the Defendants or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: The Defendants further agree that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by the Defendants or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. The Defendants agree that the United States, at a minimum, shall be entitled to recoup from the Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by the Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on the Defendants or any of their subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine the Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

8. The Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, the Defendants shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. The Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on their behalf.

9. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 10 (waiver for beneficiaries paragraph), below.

10. The Defendants agree that they waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

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

12. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

13. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of Massachusetts. 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.

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

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

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

17. This Agreement is binding on the Defendants' successors, transferees, heirs, and assigns.

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

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

THE UNITED STATES OF AMERICA

DATED: 9/11/2026 BY: CHARLES WEINOGRAD Digitally signed by CHARLES WEINOGRAD Date: 2026.09.11 14:39:30 -04'00'

Charles B. Weinograd
Assistant United States Attorney
District of Massachusetts

DATED: 9/11/2026 BY: ______________________

Susan E. Gillin
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

JOHN MICHAELOS, MD

DATED: __________ BY: ______________________

John Michaelos, MD

DATED: __________ BY: ______________________

Ingrid S. Martin
Todd & Weld LLP
Counsel for Dr. Michaelos

ST. MICHAELS EYE & LASER INSTITUTE, INC.

DATED: __________ BY: ______________________

John Michaelos, MD
Owner & Director

DATED: __________ BY: ______________________

Ingrid S. Martin
Todd & Weld LLP
Counsel for Dr. Michaelos

THE UNITED STATES OF AMERICA

DATED: __________ BY: ____________________________

Charles B. Weinograd
Assistant United States Attorney
District of Massachusetts

DATED: __________ BY: ____________________________

Susan E. Gillin
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

JOHN MICHAELOS, MD

DATED: 9/11/26 BY: ____________________________

John Michaelos, MD

DATED: 9/10/2026 BY: ____________________________

Ingrid S. Martin
Todd & Weld LLP
Counsel for Dr. Michaelos

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DATED: 9/10/2026 BY: ____________________________

Ingrid S. Martin
Todd & Weld LLP
Counsel for Dr. Michaelos