

SETTLEMENT AND RELEASE AGREEMENT

PREAMBLE

The State of Colorado and Just for Grins Vision, LLC ("Just for Grins") desire to resolve all claims, potential claims, and disputes between them relating to the Covered Conduct (defined below) without further litigation. This Settlement and Release Agreement ("Agreement") sets forth the terms of the settlement between the State of Colorado and Just for Grins (each individually a "Party", and collectively, the "Parties") as of the Effective Date.

DEFINITIONS

- A. "CID" means the Civil Investigative Demand issued, pursuant to C.R.S. § 25.5-4-309, by the State on March 5, 2025, to Just for Grins.
- B. "COMFCA" means the Colorado Medicaid False Claims Act, C.R.S. § 25.5-4-303.5 through § 25.5-4-310.
- C. "Covered Conduct" means any actual or alleged act, conduct, failure to act, negligence, statement, error, omission, transaction, violation, misstatement or misleading statement covered by COMFCA and relating to or arising from any and all Just for Grins billings for spherical and/or aspherical lenses for the same patient on the same date submitted to the Colorado Department of Health Care Policy and Financing ("Colorado Medicaid") for the Specified Time Period.
- D. "Effective Date" means the date of signature of the last signatory to this Agreement.
- E. "Specified Time Period" means January 1, 2019, through the Effective Date of this Agreement.
- F. "State" and "State of Colorado" means the State of Colorado and its past, present, and successor departments (including Colorado Medicaid) agencies, divisions, subdivisions, commissions, departments, boards, administrators, employees, and legal representatives.
- G. "Just for Grins" means Just for Grins Vision, LLC.

RECITALS

WHEREAS, the State of Colorado issued its CID to Just for Grins alleging violations of the COMFCA.

Just for Grins Vision, LLC Investigation Settlement Agreement

WHEREAS, Just for Grins denies all allegations of past and present wrongdoing, wrongful acts or conduct, liability, charges, expenses, and losses that have been asserted or that could be asserted against it relating to or arising from the Covered Conduct.

WHEREAS, the Parties recognize the uncertainty and expense of litigation and, thus, the Parties have agreed to mutually settle and compromise all matters in controversy between and among them and all possible or potential claims related to or arising from the Covered Conduct.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual promises, conditions, covenants, and agreements below, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Just for Grins shall pay, or cause to be paid, to the State of Colorado the total amount of Two Hundred Forty Thousand Dollars (\$240,000.00) (the "Settlement Amount"). Just for Grins will pay the State of Colorado a portion of the Settlement Amount totaling One Hundred Thousand Dollars (\$125,000.00) within five (5) business days of the Effective Date of this Agreement. Just for Grins will thereafter make three (3) installment payments in the amount of Thirty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three cents (\$38,333.33) each as principal plus accrued interest of eight percent (8%) per annum as specified in Colorado Revised Statute § 5-12-102. The first installment payment shall be made on the one-year anniversary of the Effective Date, the second installment payment made on the two-year anniversary of the Effective Date, and the third installment payment made in the three-year anniversary of the Effective Date. There is no penalty for early payoff. Each payment towards the Settlement Amount made by Just for Grins shall be made payable to Colorado Department of Law, shall reference "In the Matter of Just for Grins Vision, LLC," and delivered to:

Medicaid Fraud Control Unit, Office of the Attorney General
1300 Broadway, 9th Floor, Denver, CO 80203,
Care of Rebecca Weber, Director, MFANU

Each payment shall be made timely on the date identified above. The State of Colorado will permit a 7-day grace period following a payment due date for Just for Grins to complete payment. Any 7-day grace period utilized by Just for Grins shall not change the due date of any subsequent payment.

Just for Grins Vision, LLC Investigation Settlement Agreement

2. The total Settlement Amount is allocated by the State to the settlement of all actual or potential claims relating to or arising from the Covered Conduct. Just for Grins acknowledges and agrees that it is not entitled to direct or influence the manner in which the State allocates the Settlement Amount.
3. Upon the Effective Date, the State of Colorado hereby releases and forever discharges Just for Grins, and all of its past, present, and successor owners, directors, shareholders, officers, members, managers, attorneys, insurers, employees, agents, legal representatives, related companies, parent companies, subsidiary companies, affiliated companies, predecessors and successors in interest ("Released Parties") any and all obligations under the CID, and hereby releases and forever discharges the Released Parties from any past, present, or future cause of action, claim for relief, suit, charge, damage, penalty, obligation, dispute, controversy, *parens patriae* claim or grievance of any nature, whether legal, equitable, statutory, regulatory or administrative, known or unknown, relating to or arising out of the Covered Conduct.
4. The Parties agree that payment of the total Settlement Amount shall constitute a full and complete satisfaction by Just for Grins of its obligations under this Agreement.
5. Notwithstanding any term or language in this Agreement, the State of Colorado specifically does not release Just for Grins from: (a) any criminal, civil, or administrative liability arising under State revenue code(s); (b) any criminal liability; (c) any actual or potential civil liability of Just for Grins under any State statute, regulation, or rule not covered by the release in this Agreement; (d) any liability to the State (or any agencies thereof) for any conduct other than the Covered Conduct (e) any claims made by or on behalf of individual consumers, including antitrust, contract, negligence, damages, personal injury, or property damage; and (f) any claim arising from the obligations created by this Agreement.
6. If a Party fails to comply with the terms of this Agreement, that Party shall be in default. If a Party's default continues to exist for thirty (30) days after receipt of a written notice from the other Party, the other Party may bring an action in the District Court, City and County of Denver, Colorado to enforce any term or condition of this Agreement.
7. Just for Grins expressly represents and warrants that Just for Grins has reviewed its financial condition, that Just for Grins is currently "solvent" within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and Just for Grins believes it will remain solvent until payment of the Settlement Amount.

Just for Grins Vision, LLC Investigation Settlement Agreement

8. If Just for Grins fails to make a payment of the Settlement Amount when due as set out in Paragraph 1 above, and such payment remains unpaid for 30 days following notice under Paragraph 6 above, then the remaining balance of the total Settlement Amount will be accelerated and immediately become due. The State of Colorado may, at its discretion, decide to offer reasonable accommodations regarding revisions or extensions of the payment amounts and schedules required under this Agreement, provided that Just for Grins is in full compliance with all other terms and conditions of this Agreement.
9. On the Effective Date of this Agreement, the State of Colorado shall withdraw the CID issued to Just for Grins, and Just for Grins shall have no further obligation to respond to the CID.
10. This Agreement is made in compromise of disputed claims. This Agreement is not an admission of facts or liability by Just for Grins, and Just for Grins expressly denies the allegations set forth herein and denies that it engaged in any wrongful conduct. This Agreement is not an admission or a concession by the State of Colorado that its allegations are not well founded.
11. This Agreement contains the sole and entire agreement and understanding of the Parties with respect to this matter. All prior discussions, negotiations, commitments, agreements, and understandings do not bind the Parties and are hereby merged into this Agreement. No representations, oral or otherwise, express or implied, other than those contained in this Agreement have been made by the Parties.
12. This Agreement shall be governed by the laws of the State of Colorado. Any action to enforce this Agreement shall be brought in the District Court, City and County of Denver, Colorado.
13. Nothing in this Agreement is a waiver of the State's sovereign immunity, with the exception only of a proceeding brought against the State to enforce this Agreement.
14. This Agreement constitutes the complete agreement between the Parties with regard matters set forth herein. This Agreement may not be amended or modified except by a writing signed by all Parties.
15. Each Party will bear its own legal fees and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

Just for Grins Vision, LLC Investigation Settlement Agreement

16. This Agreement shall be construed and interpreted to effectuate the Parties' intent, which is to resolve completely the State's investigation, claims, and potential claims relating to or arising from the Covered Conduct
17. None of the Parties to this Agreement shall be considered the drafter of this Agreement which might cause any provision to be construed against the drafter.
18. Each Party represents that it freely and voluntarily enters this Agreement without any coercion or duress.
19. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement. Facsimiles of signatures shall constitute acceptable binding signatures for purposes of this Agreement. The undersigned signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.
20. This Agreement is intended to be self-executing. However, the Parties agree that at the reasonable request of the other, each Party will perform such further acts, and to execute and to deliver such further documents as may reasonably be necessary, to carry out the purpose and intent of this Agreement.
21. If any term, provision, covenant or condition of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party or Parties against whom they are being enforced under the facts and circumstances then pertaining.

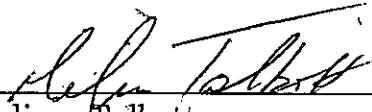
WHEREFORE, the Parties have agreed to this Release and Settlement Agreement as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

Just for Grins Vision, LLC Investigation Settlement Agreement

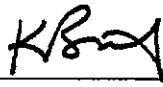
Dated: 12/17/2025

JUST FOR GRINS VISION, LLC

By: 
Melissa Talbott
President

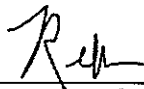
Dated: 12/15/2025

**THE STATE OF COLORADO
DEPARTMENT OF HEALTH CARE
POLICY AND FINANCING**

By: 
Name: Kim Bimestefer
Title: Executive Director

Dated: 12/16/2025

**OFFICE OF THE ATTORNEY
GENERAL, STATE OF COLORADO,
MEDICAID FRAUD, ABUSE, AND
NEGLECT UNIT**

By: 
Rebecca Weber, First Asst. A.G.
Director, MFANU