SETTLEMENT AGREEMENT OF CLASS AND PAGA ACTION CLAIMS AND RELEASE OF CLAIMS

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiffs Joseph Naumann and Sarah Luchuck (hereinafter "Plaintiffs"), individually, on behalf of themselves and on behalf of all persons similarly situated, and Defendant Central Admixture Pharmacy Services, Inc. (hereinafter "Defendant" or "CAPS") (together the "Parties"):

I. DEFINITIONS

A. "Action" means all of the following pending lawsuits, collectively: *Joseph Naumann v. Central Admixture Pharmacy Services, Inc.; B. Braun Medical Inc.*, Southern District of California, Case No. 3:24-cv-00356-L-BGS (the "Naumann Class Action"); *Joseph Naumann v. Central Admixture Pharmacy Services, Inc.; B. Braun Medical Inc.,* San Francisco County Superior Court, Case No. CGC-24-612758 (the "Naumann PAGA Action"); and Sarah Luchuck v. Central Admixture Pharmacy Services, Inc., San Diego County Superior Court, Case No. 37-2024-00021773-CU-OR-CTL (the "Luchuck Class Action"). The Action shall be consolidated into a single Operative Complaint, as that term is defined in Section I.M in the manner described in Sections

B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action and Release of Claims.

C. "Aggrieved Employees" or "PAGA Members" refers to the group of individuals covered by the PAGA Settlement, and consists of all individuals who are or were employed as non-exempt employees of Central Admixture Pharmacy Services, Inc.at any time within the State of California during the PAGA Period.

D. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred, as documented in Class Counsel's billing statements but not to exceed Thirty-Five Thousand Dollars and Zero Cents ($35,000.00).

E. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiffs and the Class in the Action, not to exceed one-third of the Gross Settlement Amount currently estimated to be $316,666.67 out of $950,000.00. Attorneys' fees will be divided between Class Counsel as follows: (42.5% to JCL Law Firm,

APC, 42.5% to Zakay Law Group, APLC, and 9% to The Kick law Firm, APC, and 6% to The Law Office of Nick Rosenthal, APC).

F. "Claims Administration Expenses" shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed the estimate of the Claims Administrator to administrate the settlement.

G. The "Class" or the "Class Members" means all individuals who are or were employed as non-exempt employees of CAPS within the State of California during the Class Period, except for those employees who signed severance agreements with a general release of claims arising out of the closure of Defendant's San Diego location in or around October 2023.

H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani Zakay of Zakay Law Group, APLC, Taras Kick and Tyler Dosaj of The Kick Law Firm, APC, and Nick Rosenthal, Esq. of The Law Office of Nick Rosenthal, APC.

I. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment as a non-exempt employee and, at Defendant's election, a calculated count of Workweeks and PAGA Pay Periods for each Class Member to be calculated from actual timekeeping and/or payroll records.

J. "Class Period" or "Settlement Class Period" means the period between December 27, 2019 to July 27, 2025.

K. "Class Representatives" shall mean Joseph Naumann and Sarah Luchuck.

L. "Court" means the Superior Court for the State of California, County of San Francisco, currently presiding over the Naumann PAGA Action and which, pursuant to the consolidation process described in Section III(J) below, will preside over the consolidated Operative Complaint.

M. "Defendant" shall mean Central Admixture Pharmacy Services, Inc., also referred to as "CAPS".

N. "Effective Date" means the date of final approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date of final approval will be the date the Court enters the order and judgment granting final approval of the settlement. If an appeal is taken from the Court's overruling of objections to

the settlement, then the effective date of final approval will be five (5) calendar days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

O. "Funding Date" shall mean the date by which Defendant has paid the entire Gross Settlement Amount to the Claims Administrator in accord with the terms of this Agreement and shall occur no later than thirty (30) calendar days after the Effective Date.

P. "Gross Settlement Amount" means Nine Hundred Fifty Thousand Dollars and Zero Cents ($950,000.00) that Defendant must pay into the Qualified Settlement Fund (hereinafter "QSF") or escrow fund in connection with this Settlement, inclusive of the sum of Individual Settlement Payments, Claims Administration Expenses, Attorneys' Fees and Attorneys' Expenses, Service Awards, and the PAGA Payment and ***exclusive*** of the employer's share of payroll tax, if any, triggered by any payment under this Settlement.

Q. "Individual Settlement Payments" means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Attorneys' Fees and Attorneys' Expenses, Service Awards, PAGA Payment, and Claims Administration Expenses.

S. "Notice Packet" means the Class Notice to be provided to the Class Members in both English and Spanish languages by the Settlement Administrator in the form, without material variation, set forth as **Exhibit A** to this Agreement.

T. "Operative Complaint" shall mean the Amended Complaint to be filed by Plaintiffs in the Naumann PAGA Action, as detailed in Section III(J).

U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

V. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period that each Aggrieved Employee worked for Defendant divided by the sum total of the Pay Periods that all Aggrieved Employees worked for Defendant during the PAGA Period.

W. "PAGA Payment" shall mean Forty Thousand Dollars and Zero Cents ($40,000.00) to be allocated from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the Labor and Workforce Development Agency ("LWDA

Payment"). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(s). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

X. "PAGA Pay Periods" for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked for Defendant in California.

Y. "PAGA Period" or "PAGA Settlement Period" means the period between December 24, 2022 to July 27, 2025.

Z. "Parties" means Plaintiffs and Defendant, collectively.

AA. "Payment Ratio" means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

BB. "Plaintiff" shall mean Joseph Naumann and Sarah Luchuck.

CC. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

DD. "Released Class Claims" means all claims and/or causes of action under any state, local, or federal law or administrative regulation by Class Members against the Released Parties that were or could have been alleged based on the allegations in the class action complaints in the Action during the Class Period.

EE. "Released PAGA Claims" means all PAGA claims that were or could have been alleged based on the allegations in the Naumann LWDA Letter or this Action which occurred during the PAGA Settlement Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Settlement Period

FF. "Released Parties" means Defendant Central Admixture Pharmacy Services, Inc. and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns.

GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members

may submit requests for exclusion or objections to the Settlement.

HH. "Service Awards" mean awards in the amount of $10,000 to each Plaintiff, or in an amount that the Court authorizes to be paid to the Class Representatives, in addition to their Individual Settlement Payment and their individual Aggrieved Employee Payment, in recognition of their efforts and risks in assisting with the prosecution of the Action.

II. "Settlement" means the disposition of the Action pursuant to this Agreement.

JJ. "Settlement Administrator" means Apex Class Action, LLC. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.***

KK. "Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

LL. "Workweeks," or "Workweek" as used herein shall mean any week during which a Class Member worked for Defendant in California for any amount of time, during the Class Period and, unless so designated by Defendant, does *not* include workweeks in which Class Members performed no work for Defendant due to absence or other reason.

II. RECITALS

A. On December 21, 2023, Plaintiff Naumann submitted a PAGA Letter with the Labor Workforce Development Agency (the "LWDA") asserting claims against Defendant CAPS and B. Braun Medical Inc. ("BBMI") (the "Naumann LWDA Letter").

B. On December 27, 2023, Plaintiff Naumann filed his putative class action complaint against CAPS and BBMI in San Diego County Superior Court, Case No. 37-2023-00055835-CU-OE-CTL.

C. On February 29, 2024, Plaintiff Naumann filed his PAGA action against CAPS and BBMI in San Francisco County Superior Court, Case No. CGC-24-612758,

D. On March 19, 2024, Plaintiff Naumann filed a First Amended Class Action Complaint in the Southern District of California, Case No. 3:24- cv-00356-L-BGS.

E. On May 10, 2024, Plaintiff Luchuck filed her Class Action Complaint in San Diego Superior Court, Case No. 37-2024-00021773-CU-OE-CTL.

F. On June 21, 2024, Plaintiff Naumann filed his Second Amended Complaint in the Southern District of California, Case no. Case No. 3:24-cv-00356-L-BGS.

G. The Class Representatives believe they have claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

H. Defendant denies any wrongdoing or liability. Defendant contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment.

I. The Class Representatives are represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Settlement Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant is agreeing to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

J. On May 28, 2025, the Parties participated in a global mediation presided over by Tripper Ortman, Esq., a respected and experienced mediator of wage and hour class and PAGA actions. The mediation resulted in a settlement after both sides agreed to a mediator's proposal. The settlement was subsequently memorialized in the form of a Memorandum of Understanding.

K. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a

compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class Members have merit, are accurate, or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties expressly agree that this Settlement shall not constitute any basis for subsequent violation PAGA penalty rates in any subsequent PAGA litigation against CAPS.

L. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

M. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals, that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Service Awards, the Attorneys' Fee and Attorneys' Expenses, PAGA Payment, and the Claims Administration Expenses, as specified in this Agreement, equal to the Gross Settlement Amount of Nine Hundred Fifty Thousand Dollars and Zero Cents ($950,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes and as provided in Section III.A.2 below, Defendant's shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. Defendant represents that at the time of mediation, the Settlement Class was comprised of approximately 310 individuals who collectively worked approximately 35,000 workweeks ("Projected Workweeks") during the Class Period. One week prior to

Plaintiff's deadline to file their motion for Preliminary Approval, Defendant will provide Class Counsel with a declaration under penalty of perjury confirming the number of applicable Class Members and workweeks they worked during the Class Period. If the Projected Workweeks increases by more than 5% of the estimate stated herein (meaning more than 36,750 Workweeks), then CAPS will have the option, at is discretion, to either:

a) Agree to a new Settlement Period that ends on the date on which the Class Members have worked a total of 35,000 Workweeks, and thus the GSA will not increase, **OR**

b) b. Pay an additional amount equal to the pro rata calculation of $27.14 per Workweek, up to a maximum of 1,750 additional Workweeks. If CAPS chooses this option, the GSA can increase to a maximum of $997,495.00.

(1) If the total number of Workweeks exceeds 36,750 *(i.e.* 35,000 + 1,750) and CAPS exercises its option to pay the additional $27.14 per Workweek for 1,750 Workweeks, the Parties agree to end the Settlement Period to the date on which the Class Members have worked 36,750 Workweeks.

3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount into either a QSF or an escrow fund, later to be transferred to a QSF for purposes of settlement, through the Settlement Administrator by the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendant is entitled to prompt return of the principal and all interest accrued.

4. Defendant's Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members release the Released Parties from the Released Class Claims.

C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the Released PAGA Claims. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendant for the Released PAGA Claims.

D. Release by Plaintiff Luchuck. Plaintiff Luchuck and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint ("Plaintiff Luchuck's Release.") Plaintiff' Luchuck's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time,. Plaintiff Luchuck acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true but agrees, nonetheless, that Plaintiff's Luchuck's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or her discovery of them.

1. Plaintiff Luchuck's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Luchuck's Release, Plaintiff Luchuck expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

E. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
4. Defendant fully funds the Gross Settlement Amount.

F. Failure to Attain Court Approval.

1. If the Settlement is not approved by the Court for any reason and the Parties are unable to reach a compromise to resolve the dispute, the Parties agree to engage in mediated negotiations before the mediator, Tripper Ortman, Esq., or another mediator mutually agreed upon by the Parties, to reach a settlement that will be approved by the Court, with the costs to be split evenly between the Parties.

2. In the event that the Settlement Agreement is not preliminarily or finally approved by the Court after mediated discussions described in III(F)(1), fails to become effective, or is reversed and/or withdrawn by the Court, this Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and none of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employees Payment.

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Consolidation of Claims. To complete the Settlement process, the Parties agree to stipulate to the filing of an amended complaint in the Naumann PAGA Action that includes all class and PAGA claims alleged in the three pending cases (the Naumann PAGA Action, the Naumann Class Action, and the Luchuck Class Action). The amended complaint will also add Sarah Luchuck as a Plaintiff. Plaintiff Luchuck will then dismiss her class action complaint, the Luchuck Class Action, and Plaintiff Naumann will dismiss his separate class action complaint, the Naumann Class Action Complaint. Plaintiffs will also dismiss defendant B. Bruan Medical Inc. from the Naumann PAGA Action, without prejudice. This new, consolidated complaint shall be the Operative Complaint for the settlement.

K. Preliminary Approval Motion. Within thirty (30) calendar days of execution of this Agreement, or as soon thereafter as practicable, Plaintiffs shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiffs will provide Defendant with a draft of the Motion at least 5 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

L. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representatives, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by, among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the number of Elections Not to Participate in Settlement it receives (i.e., "opt outs") (including the numbers of valid and deficient), and number of objections received. The Settlement Administrator will also establish and maintain and use an internet webpage to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Attorneys' Fees, Attorneys' Expenses and Class Representative Service Awards, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

M. Notice Procedure.

1. Class Data. No later than twenty (20) calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members.

2. Notice Packets.

a) There shall be both an English and Spanish language Notice Packet. The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially

similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employee in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual share of the Aggrieved Employee Payment, the total number of Workweeks worked by all Class Members, as calculated by the Administrator with Defendant's data and the estimated number of Workweeks worked by the recipient Class Member during the Class Period and PAGA Period, if any, and the estimated amount of the recipient Class Member's Individual Settlement Payment if they do not request to be excluded from the Settlement and their individual share of the Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than fourteen (14)

calendar days after receipt of the Class Data, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Notice Packets, which are addressed to Class Members who are currently employed by Defendant, are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address and transmit to the Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the start and end dates of employment, to provide documentation and/or an explanation to show contrary dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment, and any adjustment thereto, shall be binding upon the Class Member and the Parties.

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a signed copy of the Request for Exclusion form to the Settlement Administrator by the Response Deadline. A Request for Exclusion form will be mailed together with the Notice Packet to all Class Members. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who submits a timely Request for Exclusion shall be excluded from the Settlement Class, will not be entitled to an Individual Settlement Payment, and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely Request for Exclusion that is also an Aggrieved Employee will still receive his/her pro rata share of the Aggrieved Employee Payment, as specified below, and in consideration, will be bound by the Release by the Aggrieved Employees as set forth herein. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted timely Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

N. Funding and Allocation of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay its share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. If the Class Data only includes Class Member hire and termination dates, the Settlement Administrator shall calculate total Workweeks using said hire and termination dates. If on the other hand, the Class Data includes Defendant's reported Workweeks based on Class Member time and pay records, the Settlement Administrator shall use Defendant's reported Workweeks. The respective Workweeks for

each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. If the Class Data only includes Class Member hire and termination dates, the Settlement Administrator shall calculate total PAGA Pay Periods using said hire and termination dates. If on the other hand, the Class Data includes Defendant's reported PAGA Pay Periods based on Class Member time and pay records, the Settlement Administrator shall use Defendant's reported PAGA Pay Periods. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee's Portion of the PAGA Payment, $10,000 (25% of $40,000), to calculate each Aggrieved Employee's estimated share of the PAGA Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 80% penalties and pre-judgment interest ("Penalty and Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Payment provided for in this Settlement Agreement are the sole payments to be made by Defendant to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiffs, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

7. Mailing. Individual Settlement Payments and PAGA Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees' last known mailing address no later than fourteen (14) calendar days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that

Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. All funds represented by uncashed checks remaining in the Qualified Settlement Fund after 180 days from issuance shall be tendered to The Justice Gap Fund maintained by The State Bar of California. The Settlement Administrator shall manage this process.

9. Service Awards. In addition to the Individual Settlement Payment as a Settlement Class Member and their individual share of the Aggrieved Employee Payment, Plaintiffs will apply to the Court for an award of not more than $10,000.00 per Plaintiff, as Service Awards. Defendant will not oppose a Service Award of not more than $10,000.00 per Plaintiff. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiffs from the Gross Settlement Amount no later than fourteen (14) calendar days after the Funding Date. Any portion of the requested Service Awards that is not awarded to the Class Representatives shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs for their Service Award. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Service Awards and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Awards. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Awards. If the Court reduces or does not approve the requested Service Award, Plaintiffs shall not have the right to revoke the Settlement, and it will remain binding.

10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class Counsel will file a motion for or Attorneys' Fees not to exceed one-third of the Gross Settlement Amount currently estimated to be $316,666.67 ***and*** Attorneys' Expenses supported by declaration not to exceed Thirty Five Thousand Dollars ($35,000.00). Any awarded Attorneys' Fees and Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. In the event that the Court reduces or does

not approve the requested Plaintiffs' Attorneys' Fees or Attorneys' Expenses, Plaintiffs shall not have the right to revoke this Settlement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fourteen (14) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Forty Thousand Dollars ($40,000) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment ($30,000) to the California Labor and Workforce Development Agency no later than fourteen (14) calendar days after the Effective Date (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment ($10,000) will be distributed to the Aggrieved Employees as described in this Agreement. For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employees shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Claims Administration Expenses. Claims Administration Expenses shall not exceed the estimate of the Settlement Administrator to administrate the Settlement. The estimate of the Administration Costs is $6,990.00. The Settlement Administrator shall be paid the Claims Administration Expenses no later than thirty (30) calendar days after the Effective Date.

O. Preliminary Approval Motion. Class Counsel shall draft and file a Motion for Preliminary Approval within seventy-five (75) calendar days of the execution of this Agreement by all Parties.

P. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) calendar days following the expiration of the Response Deadline, which motion shall request final

approval of the Settlement and a determination of the amounts payable for the Service Awards, the Attorneys' Fees and Attorneys' Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiffs will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Claims Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

Q. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

R. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to notify the Court of this Settlement, jointly request the Court to stay all proceedings while the Parties seek approval of this Settlement, and will also cooperate with each other to implement the Settlement.

S. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Naumann PAGA Action, except such proceedings necessary to implement and complete the Settlement including the filing of an amended complaint, as detailed in Section (T) below, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

T. Amended Filing: To complete the Settlement process, the Plaintiffs agree to file a consolidated amended complaint in the Naumann PAGA Action that includes all class and PAGA claims alleged in the Action against CAPS. The Parties will stipulate to the filing of a consolidated complaint that includes all class and PAGA claims and factual allegations filed in the Action against CAPS. Plaintiffs will then dismiss all other litigation cases, including the Naumann Class Action and the Luchuck Class Action, and will dismiss BBMI, without prejudice, from the consolidated, amended complaint in the Naumann PAGA Action. This amended, consolidated complaint shall be the operative pleading for the settlement.

U. Court Filings. The Parties agree not to object to any Court filing consistent with this Agreement.

V. Disputes. Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator, Tripper Ortman, Esq., for resolution.

W. Limited Disclosure. Plaintiffs and their Counsel agree not to disclose or publicize the Settlement, including the Term Sheet, the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this section means that Plaintiffs and their Counsel will not issue press releases, communicate with or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording, social media, or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein. However, after preliminary approval is granted, and for the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as Class counsel in other actions, or for purposes of seeking court approval of comparable Class settlements, Plaintiffs' Counsel may disclose information available in the public venue about the Settlement.

X. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

Y. Entire Agreement. Except for the individual settlement agreement between Plaintiff Naumann and Defendant, which separately addresses the settlement of Plaintiff Naumann's individual non-wage claims, this Agreement and any attached Exhibit constitute the entire Agreement among these

Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

Z. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

AA. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

BB. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

CC. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

DD. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

EE. Continuing Jurisdiction. The Parties agree that the San Francisco County Superior Court shall retain continuing jurisdiction over this Action under California Code of Civil Procedure Section 664.6 to ensure the continuing implementation of the provisions of this Settlement and that the time within which to bring this Action to trial under California Code of Civil Procedure Section 583.310 shall be extended from the date of the signing of this Agreement by all Parties until the entry of the Final Approval Order and judgment or if not entered, the date this Agreement shall no longer be of any force or effect.

FF. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

GG. No Unalleged Claims. Other than this Action, Class Counsel does not currently represent any other current or former employees of CAPS in connection with any actual or planned claims, charges, complaints or other matters against CAPS or any of the Released Parties.

HH. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

II. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his/her own attorney's fees and costs.

AGREED TO AS TO FORM AND CONTENT BY PLAINTIFFS:

DATED: 12/03/2025

Joseph Paul Naumann (Dec 3, 2025 20:49:46 CST)

Joseph Naumann
Plaintiff

DATED: _____

_____

Sarah Luchuck
Plaintiff

Docusign Envelope ID: 4B8B1949-22C5-4130-8C5F-37E1EDA01899

FF. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

GG. No Unalleged Claims. Other than this Action, Class Counsel does not currently represent any other current or former employees of CAPS in connection with any actual or planned claims, charges, complaints or other matters against CAPS or any of the Released Parties.

HH. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

II. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his/her own attorney's fees and costs.

AGREED TO AS TO FORM AND CONTENT BY PLAINTIFFS:

DATED: _____

_____
Joseph Naumann
Plaintiff

DATED: 12/3/2025

Signed by:
_____
49F93EB0BF604CF...
Sarah Luchuck
Plaintiff

Docusign Envelope ID: 4B8B1949-22C5-4130-8C5F-37E1EDA01899

AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

BY DEFENDANT:

DATED: _____

_____
Central Admixture Pharmacy Services, Inc.

_____
Printed Name

_____
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: December 11, 2025

JCL LAW FIRM, A.P.C.

By: _____

Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff Naumann and the Settlement Class Members

DATED: December 3, 2025

ZAKAY LAW GROUP, APLC

By: _____

Shani Zakay, Esq.
Attorneys for Plaintiff Naumann and the Settlement Class Members

DATED: 12/3/2025

THE LAW OFFICE OF NICK ROSENTHAL, APC

By: Signed by: Nicholas Rosenthal D46D7F13DBB84D2...

Nick Rosenthal, Esq.
Attorney for Plaintiff Sarah Luchuck and the Settlement Class Members

DATED: 12/4/2025

THE KICK LAW FIRM, APC

By: DocuSigned by: Taras Kick 6DE1B9718B564B2...

AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

BY DEFENDANT:

DATED: 12/17/25

Central Admixture Pharmacy Services, Inc.

Christina Jacksens

Printed Name

CUP's General Counsel Life Sciences & Litigation, B. Braun of America Inc. entities, including CAPS

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff Naumann and the Settlement Class Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____

Shani Zakay, Esq.
Attorneys for Plaintiff Naumann and the Settlement Class Members

DATED: 12/3/2025

THE LAW OFFICE OF NICK ROSENTHAL, APC

By: Signed by: Nicholas Rosenthal D46D7F13DBB84D2...

Nick Rosenthal, Esq.
Attorney for Plaintiff Sarah Luchuck and the Settlement Class Members

DATED: 12/4/2025

THE KICK LAW FIRM, APC

By: DocuSigned by: Taras Kick 6DE1B9718B564B2...

AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

BY DEFENDANT:

DATED: 12/17/25

Central Admixture Pharmacy Services, Inc.

Jim West

Printed Name

President

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff Naumann and the Settlement Class Members

DATED: December 3, 2025

ZAKAY LAW GROUP, APLC

By: _____

Shani Zakay, Esq.
Attorneys for Plaintiff Naumann and the Settlement Class Members

DATED: _____

THE LAW OFFICE OF NICK ROSENTHAL, APC

By: _____

Nick Rosenthal, Esq.
Attorney for Plaintiff Sarah Luchuck and the Settlement Class Members

DATED: _____

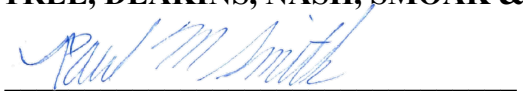
THE KICK LAW FIRM, APC

By: _____

Taras Kick, Esq.
Attorney for Plaintiff Sarah Luchuck and the Settlement Class

DATED: 12/15/2025

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: 

Michael Nader, Esq.
Paul Smith, Esq.

Attorneys for Defendant

EXHIBIT A

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL HEARING DATE

Joseph Naumann and Sarah Luchuck v. Central Admixture Pharmacy Services, Inc.
San Francisco County Superior Court, Case No. CGC-24-612758

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do **not** have to do anything. **Your estimated Individual Settlement Payment is: $<<___>>. See the explanation below.** After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the class portion of this Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive **no money from the class portion of this Settlement**. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of San Francisco (the "Court") has been reached between Plaintiffs Joseph Naumann and Sarah Luchuck ("Plaintiffs") and Defendant Central Admixture Pharmacy Services, Inc. ("Defendant"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class.

The Class is defined as:

> All individuals who are or were employed as non-exempt employees of Central Admixture Pharmacy Services, Inc. within the State of California during the "Class Period" (the "Class Period" is the period from December 27, 2019 to July 27, 2025), except for those employees who signed severance agreements with a general release of claims arising out of the closure of Defendant's San Diego location in or around October 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

This is a class action and PAGA lawsuit brought by plaintiffs Joseph Naumann and Sarah Luchuck against Defendant Central Admixture Pharmacy Services, Inc. The lawsuit was brought in San Francisco County Superior Court, Case No. CGC-24-612758. The lawsuit asserts nine causes of action for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Reimburse Employees for Required Expenses (Labor Code § 2802); (7) Failure to Provide Wages When Due (Labor Code §§ 201, 202, 203); (8) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 et seq.); and (9) Violation of the Private Attorneys General Act (Labor Code §§ 2698 et seq.). This lawsuit is referred to in this letter as the "Action".

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Plaintiffs are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On May 28, 2025, the Parties participated in an all-day mediation with Tripper Ortman, Esq., a mediator of wage and hour class actions. The mediation resulted in a settlement after both sides agreed to a mediator's proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and The Law Office of Nick Rosenthal, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Nine Hundred Fifty Thousand Dollars ($950,000) (the "Gross Settlement Amount") to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel's Attorney' Fees and Class Counsel's Attorney's Expenses, Claims Administration Expenses, the PAGA Payment, and the Service Awards to the Plaintiffs.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed $6,990.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Expenses. Payment to Class Counsel of an award of attorney's fees of no more than 1/3 of the Gross Settlement Amount (currently $316,666.67) and reimbursement of attorney's expenses of not more than $35,000 for all expenses incurred as documented in Class Counsel's billing records, both

subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Awards. Service Awards of up to Ten Thousand Dollars ($10,000) each to Plaintiffs Joseph Naumann and Sarah Luchuck, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.

- PAGA Payment. A payment of $40,0000.00 relating to Plaintiffs' claims under the Private Attorneys General Act ("PAGA"), $30,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining $10,000.00 will be distributed to Aggrieved Employees.

- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Attorneys' Fees, Class Counsel Expenses, the Service Awards, the PAGA Payment and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any week during which a Class Member worked for Defendant in California for any amount of time, during the Class Period.

- Calculation of Payments to Aggrieved Employees. Twenty-Five percent (25%) of the $40,000 PAGA Payment, calculated to be $10,000, will be distributed to the Aggrieved Employees, irrespective of whether they exclude themselves or opt-out. This $10,000 will be divided between the Aggrieved Employees as follows: the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee's Portion of the PAGA Payment, $10,000 (25% of $40,000), to calculate each Aggrieved Employee's estimated share of the PAGA Payment

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the portion of the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of Aggrieved Employee's Portion of the PAGA Payment made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may

be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs and the Settlement Class Members shall release all claims and/or causes of action under any state, local, or federal law or administrative regulation by Class Members against the Released Parties that were or could have been alleged based on the allegations in the class action complaints in the Action during the Class Period.

Released PAGA Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs and the Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this release. "Released PAGA Claims" means all PAGA claims that were or could have been alleged based on the allegations in the notice Plaintiff Naumann submitted to the LWDA prior to initiating this Action, along with all PAGA claims alleged or could have been alleged based on the allegations made in this Action which occurred during the PAGA Period. Released PAGA Claims expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Settlement Period

5. How much will my payment be?

Defendant's records reflect that you have <<_____>> Workweeks worked during the Class Period (December 27, 2019 to July 27, 2025**).**

Based on this information, your estimated Settlement Share is <<_____>>.

Defendant's records reflect that you have <<_____>> pay periods worked during the PAGA Period (December 24, 2022 to July 27,2025**).**

Based on this information, your estimated PAGA Payment Share is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few

months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the class portion of the Settlement, and you will not be bound by its terms, except as provided as follows**. Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Joseph Naumann and Sarah Luchuck v. Central Admixture Pharmacy Services, Inc.,* currently pending in Superior Court of San Francisco, Case No. CGC-24-612758. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Joseph Naumann and Sarah Luchuck v. Central Admixture Pharmacy Services, Inc.*, San Francisco County Superior Court, Case No. CGC-24-612758.** You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

Class Counsel: Jean-Claude Lapuyade, Esq. JCL Law Firm, APC 5440 Morehouse Drive, Ste 3600 San Diego, CA 92121 Tel.: (619) 599-8292	**Class Counsel:** Shani O. Zakay, Esq. Zakay Law Group, APLC 5440 Morehouse Drive, Ste 3700 San Diego, CA 92121 Tel: (619) 599-8292	**Class Counsel:** Nick Rosenthal, Esq The Law Office of Nick Rosenthal, APC 811 W 7th St, Los Angeles, CA 90017 Tel : 213-542-0439

Fax: (619) 599-2891 E-Mail: jlapuyade@jcl-lawfirm.com	Fax: (619) 599-8291 E-Mail: shani@zakaylaw.com	E-Mail : nr@rosenthallawoffice.com
Counsel for Defendant: Michael J. Nader, Esq. Paul Smith, Esq. Ogletree, Deakins, Nash, Smoak & Stewart, P.C. 400 Capitol Mall, Suite 2800 Sacramento, CA 95814 Tel: 916-840-3150 Fax: 916-840-3159 E-Mail: michael.nader@ogletree.com paul.smith@ogletree.com		

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the San Francisco County Superior Court, Department 206, located at 400 McAllister St., San Francisco, CA 94102-4514, before Judge Rochelle EAST. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

How do I get more information about the Settlement?

The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed above.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds represented by uncashed checks remaining after 180 to The Justice Gap Fund maintained by The State Bar of California. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.