SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 12th day of May 2026 ("Effective Date") by and between Vital Plus Pharmacy and its owner, Clara Tan, (hereinafter collectively "Vital Plus Pharmacy"), represented by Satish Poondi, Esq., of Trenk Isabel Siddiqi & Shahdanian, P.C., and the State of New Jersey, Office of the State Comptroller, Medicaid Fraud Division ("MFD"). Vital Plus Pharmacy and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD conducted an investigation and found that between April 1, 2017 and November 1, 2019, Vital Plus Pharmacy was reimbursed by the Department of Human Services, Division of Medical Assistance and Health Services (DMAHS) and/or its fiscal agent and/or the Managed Care Organizations (MCO) for submitting claims that could not be supported by wholesaler invoices in violation of N.J.S.A. 30:4D-12(d), N.J.S.A. 30:4D-17(e), N.J.A.C. 10:49-5.5(a)(17), N.J.A.C. 10:49-9.8, N.J.A.C. 13:39-7.6, and N.J.A.C. 13:39-4.19. ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, Vital Plus Pharmacy received an overpayment from the Medicaid program; and

WHEREAS, MFD issued a Notice of Claim, Certificate of Debt, and Notice of Withhold in this matter and money has been withheld pursuant to the Notice of Withhold by DMAHS and/or its fiscal agent and/or one or more MCO (these funds hereinafter referred to as "Withheld Funds"); and

WHEREAS, Vital Plus Pharmacy disputes the overpayment issued in this matter and supplied documentation in support of its position to MFD; and

WHEREAS, the parties desire to amicably resolve the dispute regarding the alleged overpayment and have reached a mutually acceptable resolution of the controversies that exist between them; and

NOW THEREFORE, in consideration of the mutual promises contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

the parties agree to settle their dispute on the following terms:

(1) Vital Plus Pharmacy agrees to pay MFD the total sum of Twenty-Thousand Two Hundred Fifty-One Dollars and Seventy-Nine Cents ($20,251.79) ("Total Payment Amount"), Payment shall be made according to the following:

i. Vital Plus Pharmacy agrees to allow MFD to apply Withheld Funds as part of the settlement of this matter and MFD agrees that the Withheld Funds will be applied toward the Total Payment Amount set forth in paragraph (1). At present, MFD estimates the Withheld Funds to be approximately Twenty-Seven Thousand Three Hundred Twenty Dollars and Nineteen Cents ($27,320.19) ("Estimated Withheld Funds"). Vital Plus Pharmacy waives and relinquishes all rights or claims to the Withheld Funds equal to the Total Payment Amount;

ii. Within five (5) days of the execution of this Settlement Agreement, MFD shall notify DMAHS and each MCO immediately to take the necessary steps to terminate withholding of otherwise payable funds. The parties understand that the Withheld Funds cannot be determined until MFD has completed an accounting of such funds. MFD shall make all reasonable efforts to provide to Vital Plus Pharmacy an accounting of Withheld Funds no later than sixty (60) days after the Effective Date of this Settlement Agreement.

iii. MFD will release to Vital Plus Pharmacy any Withheld Funds held by MFD in excess of the Total Payment Amount of $20,251.79 as set forth above in paragraph (1), within thirty (30) days of completion of the

accounting of the Withheld Funds or after MFD is in receipt of the Total Payment Amount from Vital Plus Pharmacy, whichever is later.

(2) Nothing in this Settlement Agreement precludes Vital Plus Pharmacy from disputing the amount of the Withheld Funds by any means permitted by law.

(3) For any payments that may be necessary under the terms of this settlement agreement, payment to MFD shall be by certified check, bank check, or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

Attention: Processing Bureau
Treasurer, State of New Jersey
Division of Revenue
200 Woolverton Street, Building 20
Lockbox 656
Trenton, New Jersey 08646

"Vital Plus Pharmacy – [redacted]" must be included in the memo line so that payment is properly credited.

(4) As soon as practicable after receipt of the Total Payment Amount from Vital Plus Pharmacy, MFD shall file a Warrant to Discharge with the Clerk of the Superior Court of New Jersey indicating that the Certificate of Debt filed against Vital Plus Pharmacy is satisfied and should be removed from the Court's docketed list of judgments, with a copy of such filing sent to Vital Plus Pharmacy.

(5) In the event that Vital Plus Pharmacy must make a Shortage Payment, and if such payment is more than ten (10) days late, Vital Plus Pharmacy will be in default of this Settlement Agreement, and the total remaining unpaid balance plus interest accruing from the date of default will immediately become due ("the Default Amount"). Should Vital Plus Pharmacy not cure the default within five (5) business days of receiving notice of default, the Default Amount immediately will be collected through any means available to MFD as provided by law. Vital Plus Pharmacy agrees that

a default of this settlement agreement constitutes good cause for exclusion pursuant to N.J.A.C. 10:49-11.1(d), and MFD reserves the right to exclude Vital Plus Pharmacy from the New Jersey Medicaid program until the Default Amount is repaid to MFD.

(6) Vital Plus Pharmacy agrees to act in full compliance with all applicable state and federal laws and regulations, including but not limited to submitting only claims that accurately and completely reflect the services provided. To that end, Vital Plus Pharmacy agrees to only submit claims for services provided for which Vital Plus Pharmacy possesses sufficient documentation to support such claims and will implement policies to ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(7) The parties agree that this Settlement Agreement is intended to be a final resolution of all issues arising out of the Covered Conduct, referenced above, including MFD's investigation, and is intended by each party to release the other party and its representatives from liability arising out of the Covered Conduct, including MFD's investigation, unless MFD is mandated to act by federal or State law, or mandated by order or judgment of a court or administrative agency (other than MFD).

(8) Nothing in this Settlement Agreement waives the rights of any other state or federal agency, including, among others, the New Jersey Office of Attorney General, from continuing with a pending or beginning a future civil or criminal investigation or other action for alleged conduct concerning Vital Plus Pharmacy or from taking any action for such conduct. Nothing in this Settlement Agreement waives the rights of MFD to conduct an audit or investigation for the improper submission of any claims or conduct not specifically covered by this Settlement Agreement, and to take any action for such conduct, subject to and as limited by applicable law.

(9) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(10) Subject to the express terms of this Settlement Agreement as provided for in paragraphs **1-9** above, by the signatures set forth below, the authorization of which is hereby affirmed, Vital Plus Pharmacy and MFD agree to the following Release: in consideration of the provision hereof including this release, each party agrees to release the other party and its employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct and MFD's investigation.

(11) Nothing herein shall constitute an admission, concession, waiver or finding of wrongdoing or liability by any party.

(12) This Settlement Agreement shall be construed, enforced and governed by the laws of the State of New Jersey.

(13) This Settlement Agreement may be executed in Counterparts.

(14) This Settlement Agreement is effective upon the Effective Date reflected on the first page of the Settlement Agreement.

(15) This Settlement Agreement sets forth the entire agreement between and among the parties hereto with respect to the claims described herein and supersedes any other written or oral understanding. This Settlement Agreement does not reflect any other terms or conditions or agreements between or among the parties with respect to any other matter.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto, on the following page, have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

VITAL PLUS PHARMACY

DATE: 5/6/26

Clara Tan

Clara Tan, individually and as authorized signatory for Vital Plus Pharmacy

DATE: 5/6/26

Satish Poondi, Esq.
Trenk Isabel Siddiqi & Shahdanian, P.C
Attorney for Vital Plus Pharmacy and Clara Tan

SHIRLEY U. EMEHELU
ACTING STATE COMPTROLLER

DATE: 5/8/2026

By: /s/ Josh Lichtblau
Josh Lichtblau, Director
Medicaid Fraud Division

DATE: 5/12/2026

By: /s/ Nina Galletto
Nina Galletto, Assistant Deputy Director,
Medicaid Fraud Division

DATE: 5/8/2026

By: Elizabeth Mieliwocki
Elizabeth Mieliwocki, Regulatory Officer
Medicaid Fraud Division