Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Agreement" or "Settlement Agreement") is made by and between Plaintiffs Savannah Pilkington, Sylvia Hernandez, Cindy Rose Cunningham, and Marilyn Rychart ("Plaintiffs"), on behalf of themselves and all other aggrieved employees (the "Aggrieved Employees" or "PAGA Group"), and as representatives of the State of California pursuant to the California Private Attorneys General Act, Labor Code § 2698 *et seq*. ("PAGA") on the one hand, and Defendant Circle K Stores Inc. ("Defendant"), on the other hand. Plaintiffs and Defendant are collectively referred to herein as "the Parties."

This Agreement, and the settlement embodied herein, shall be binding on Plaintiffs, the State of California as its designated proxy, Aggrieved Employees, and Defendant, subject to Court approval.

WHEREAS, on October 17, 2025, Plaintiff Pilkington filed a complaint in the Superior Court of California, County of San Diego (Case No. 25CU056133C) alleging: (1) Discrimination Based Upon Physical Disability; (2) Hostile Work Environment; (3) Retaliation; (4) Failure to Prevent Discrimination; (5) Harassment; (6) Failure to Accommodate; (7) Failure to Engage In the Interactive Process; (8) Wrongful Termination; (9) Failure to Pay Minimum Wages Due; (10) Failure to Provide Meal Periods; (11) Failure to Pay for Rest Periods; (12) Failure to Provide Accurate Itemized Wage Statements; (13) Failure to Pay All Wages Due On Termination; (14) Failure to Reimburse Business Expenses; (15) Failure to Provide a Uniform Maintenance Allowance; (16) Failure to Allow Inspection of Employment Records; and (17) Unfair Competition in Violation of California Business and Professions Code Sections 17200 *et seq*. (the "Class Action").

WHEREAS, on October 27, 2025, Plaintiffs Pilkington, Hernandez, Cunningham, and Rychart filed a complaint in the Superior Court of California, County of San Diego (Case No. 25CU058108C) alleging Private Attorney General Act (PAGA) claims for: (1) Failure to Pay State Minimum/Regular/Local Wages; (2) Failure to Pay State Overtime; (3) Failure to Make Payments Within the Required Time; (4) Meal and Rest Break Labor Code Violations; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Provide and Maintain Records; (7) Failure to Reimburse Work Related Expenses; (8) Failure to Properly Pay Sick Pay; and (9) Claim for miscellaneous Labor Code Violations via the PAGA (the "PAGA Action").

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

WHEREAS the PAGA Action was subsequently removed and is pending before the U.S. District Court for the Southern District of California under case number 3:26-cv-1327-RBM-SBC.

WHEREAS, concurrent with the filing of Plaintiffs' PAGA action, Plaintiff Hernandez also filed a demand for arbitration with the American Arbitration Association (AAA) under AAA Case No.: 01-26-0001-6754 ("Arbitration Action").

WHEREAS, during the pendency of this litigation, the Parties conducted significant investigation of the facts and law and engaged in an informal discovery exchange before mediation. In response to PAGA Counsel's informal discovery requests, Defendant provided PAGA Counsel with information and documents pertaining to Plaintiffs and the Aggrieved Employees, and the claims in this litigation, including time records, payroll data, policies, and training materials, among other things, to provide Plaintiffs the opportunity to investigate the allegations and the PAGA Claims.

WHEREAS, on September 8, 2026, the Parties attended a full-day mediation with experienced wage-and-hour mediator Scott Markus, Esq. As a result, the Parties agreed to settle Plaintiffs' representative PAGA Claims, taking into account all known facts and circumstances, including the difficulty of proving some of Plaintiffs' claims, potential defenses asserted by Defendant, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. At the conclusion of the mediation, the Parties accepted a mediator's proposal.

WHEREAS, the Parties understand, acknowledge, and agree this PAGA settlement constitutes a compromise of Plaintiffs' PAGA Claims, and it is the desire and intention of the Parties to effectuate a final and complete resolution of the PAGA Claims that Plaintiffs and the Aggrieved Employees have or may have against Defendant. The Parties further acknowledge this Agreement is a compromise of disputed claims and nothing in this Agreement shall be construed as an admission by Defendant of any wrongdoing or liability. Specifically, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the foregoing litigation. Defendant, among other things, contends it has complied at all times with the California Labor Code and all applicable California laws.

WHEREAS, counsel for the Plaintiffs, the State of California as its designated proxy, and the Aggrieved Employees believe the settlement amount is in the best interests of the Aggrieved Employees and the State of California and that

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given the inherent risk of litigation.

WHEREAS, counsel for Plaintiffs (1) believes this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Claims; (2) has investigated the facts relevant to this Settlement and all matters pertaining thereto; and (3) has arrived at the Settlement through extensive, arm's-length negotiations, taking into account all relevant factors, present and potential.

Therefore, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:

1. Effective Date. The effective date of this Agreement ("Effective Date") shall be the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Court overseeing the PAGA Action, or other court assuming jurisdiction of this matter, and (ii) the Court's judgment approving the settlement becomes Final. "Final" means the date on which the judgment approving the Settlement is no longer subject to appeal or other appellate review, whether because the time to seek such review has expired without an appeal being filed or because all appellate proceedings, including any petition for rehearing, rehearing *en banc*, or writ of *certiorari*, have been finally resolved.

2. Aggrieved Employees. "Aggrieved Employees" are all current and former non-exempt employees who worked for Defendant within the State of California at any time during the period from January 1, 2021 through November 7, 2026, or the date of judicial approval of this Settlement, whichever occurs first ("PAGA Period").

3. PAGA Counsel. "PAGA Counsel" means Thomas D. Rutledge of the Law Office of Thomas D. Rutledge.

4. Conditional Stipulation to Representative Action. The Parties stipulate that solely for the purposes of settlement, the claims brought on behalf of the Aggrieved Employees may be resolved on a representative basis under the PAGA, and if there is no judicial approval of this Agreement, then the stipulation to a representative action will be void.

5. Employee Data. No later than forty-five (45) calendar days after the Court's approval of this Agreement, Defendant shall provide the Settlement

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

Administrator with the Employee Data. The Employee Data means information regarding the Aggrieved Employees that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted in the manner requested by the Settlement Administrator and shall include sufficient information to effectuate this settlement, including but not limited to: each Aggrieved Employee's full name; last known address; Social Security number; dates of employment during the PAGA Period; and any other information reasonably necessary to administer the Settlement. The Settlement Administrator shall be responsible for calculating the number of pay periods worked. The Parties shall enter into a reasonable confidentiality agreement with the Settlement Administrator to ensure all employee data is protected.

6. Gross Settlement Amount. Defendant agrees to pay, in accordance with the terms set forth herein, the gross sum of **$685,500.00** as the non-reversionary gross settlement amount (the "Gross Settlement Amount") in full settlement of the PAGA Action. The Gross Settlement Amount (GSA), which represents the total amount payable under this Settlement by Defendant, will be allocated as follows:

a. PAGA Counsel's attorneys' fees of up to 1/3 of the Gross Settlement Amount (i.e., $228,500.00) ("PAGA Counsel's Fees") and actual costs not to exceed $20,000. Defendant will not oppose this request. Attorneys' fees and costs shall be paid out of the GSA subject to the approval of the Court. PAGA Counsel may elect to have the Settlement Administrator, directly or indirectly, disburse all or part of his Court-approved attorneys' fee award in periodic payments through a structured settlement and/or to an assignee. PAGA Counsel will bear any and all costs, fees, and expenses of administration for any periodic payments of such award and shall be fully responsible for any taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments, including without limitation, any such issues, claims, and/or disputes brought by the state or federal government concerning the payment of taxes thereon. PAGA Counsel shall indemnify, defend, and hold Defendant and Defense Counsel harmless for all taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments. To the extent the Court approves any award for

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

attorneys' fees that does not equal at least 1/3 of the Gross Settlement Amount, PAGA Counsel retains the right to appeal the Court's award. Should PAGA Counsel appeal the Court's award, the difference between the amount awarded and the amount disputed on appeal shall be retained by the Settlement Administrator pending PAGA Counsel's appeal. After resolution of any appeal, any funds not awarded to PAGA Counsel then in possession of the Settlement Administrator will be added to the PAGA Fund for distribution to Aggrieved Employees and the LWDA by the Settlement Administrator on a proportional basis, in accordance with other administration and distribution requirements hereunder, and PAGA Counsel shall pay any additional costs incurred by the Settlement Administrator for this purpose. The Parties agree the Court's approval of any request for attorneys' fees and costs is not a condition of this Settlement Agreement and that an award of less than the amounts requested would not give rise to a basis for Plaintiffs or their counsel to abrogate this Settlement Agreement, but PAGA Counsel retains the right to appeal the Court's determination of fees and costs at the expense of PAGA Counsel.

b. **Allocations:** Defendant's employment records shall be presumed accurate for purposes of calculating pay periods, subject to correction of demonstrable clerical or factual error. If an employee worked any day during a weekly pay period, the employee shall be credited for the entire weekly pay period. The Settlement Administrator shall be responsible for calculating the number of pay periods worked.

c. **Taxes:** For tax purposes, the Parties agree the PAGA Payment allocated to the Aggrieved Employees shall be considered penalties, for which a Form 1099 will be issued to reflect these payments. Aggrieved Employees will be responsible for paying any taxes owed on the amounts they receive.

d. **Uncashed Checks:** Funds represented by settlement checks that are returned as undeliverable or remain uncashed for more than 180 days after issuance shall be tendered to the California State Controller's Office, Unclaimed Property Fund, to be held in the name of the applicable Aggrieved Employee.

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

e. **PAGA Representative Incentive Payments:** Plaintiffs may request the Court to approve PAGA Representative Incentive Payments to Plaintiffs, in an amount not to exceed $500 each. Defendant will not oppose this request. The Court's approval of the PAGA Representative Incentive Payments is not a material term of the settlement. Any portion of the PAGA Representative Incentive Payments not approved by the Court shall be added to the PAGA Fund for distribution in accordance with this Agreement.

f. **Settlement Administrator's Expenses:** The Parties select Phoenix Settlement Administrators as the third-party Settlement Administrator ("Settlement Administrator"), which will administer this Settlement subject to approval by the Court. The Settlement Administrator shall use its own Taxpayer Identification Number to issue to Aggrieved Employees Form-1099s for all amounts paid under this settlement. The Settlement Administrator shall establish a Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue Code, into which the GSA will be deposited, and shall calculate and issue all settlement checks required under this Agreement based upon information confidentially furnished by Defendant. Administration costs not to exceed $24,900 are to be paid to the Settlement Administrator ("Administration Costs"). If the actual Administration Costs are less than the Parties' estimated Administration Costs, the difference between the actual and estimated Administration Costs will be added to the PAGA Fund; and

g. **PAGA Fund:** The remainder of the Gross Settlement Amount (the "PAGA Fund") after deducting items (a), (e), and (f) above shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code § 2699(m), with 65% paid to the LWDA (the "LWDA PAGA Portion") and 35% paid to the Aggrieved Employees (the "Aggrieved Employees' PAGA Portion") on a *pro-rata* basis as set forth below.

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

7. PAGA Released Claims/Effect of Judgment on Aggrieved Employees and LWDA. In exchange for the Gross Settlement Amount, Plaintiffs, the Aggrieved Employees, and the State of California will fully and finally release Defendant and its employees, officers, and shareholders ("Released Parties") from all claims, rights, demands, liabilities and causes of action, whether known or unknown, that were asserted or that could have been asserted based on the facts alleged in the operative complaint of the PAGA Action (and in all Notices and Amended Notices to the LWDA) during the PAGA Period, including but not limited to, California Labor Code §§ 96(k), 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 210, 212, 213(d), 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 245–249, 246, 246(l), 247.5, 248.5, 256, 351, 353, 403, 404(b), 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 558, 558.1, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 1198.5, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 1811, 1815, 2651, 2673, 2673.1(a), 2695.2, 2698, 2699, 2699(f), 2699.3, 2699.3(a)(2)(A), 2751, 2800, 2801, 2802, 2806, 2810, 2810.3, 2810.3(a)(1)(A), 2929(b), 3073.6, 6310, 6311, and 6399.7 all via California Labor Code §§ 2698, *et seq.*

For the avoidance of doubt, the Released PAGA Claims are limited exclusively to claims for civil penalties recoverable under PAGA. This settlement does not release any Aggrieved Employee's underlying claims for wages, damages, statutory penalties, restitution, injunctive relief, or any other individual relief, nor does it release any class claims or claims on behalf of any putative class. Defendant agrees to enter into a separate individual settlement agreement with Plaintiffs for general releases of their individual claims in consideration for general release payments. The Gross Settlement Amount does not include the general release payments to Plaintiffs.

8. Separate Individual Settlements and Releases by Named Plaintiffs. In addition to, and separate from, the PAGA Settlement described herein, Defendant and each named Plaintiff shall enter into a separate individual settlement and release agreement resolving that Plaintiff's individual claims. The consideration paid for those individual releases shall be separately stated. The individual releases,

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

including any waiver under California Civil Code § 1542, shall bind only the named Plaintiff executing the applicable individual settlement agreement and shall have no effect upon the rights or claims of any other Aggrieved Employee or putative class member.

9. Notice to the LWDA. Pursuant to Labor Code § 2699(l)(2), the Plaintiffs shall submit to the LWDA a copy of this Agreement when the Parties submit this Agreement to the Court for approval.

10. No Right to Opt-Out. No Aggrieved Employee has a statutory right to opt out of or otherwise exclude himself or herself from the Settlement.

11. Fair, Adequate, and Reasonable Settlement. The Parties agree the PAGA settlement is fair, adequate, and reasonable and will so represent to the Court. The Parties have thoroughly investigated the factual and legal issues relating to the Released Claims.

12. Funding, Distribution of Payments. Defendant shall fund the GSA no later than 30 calendar days after the Effective Date, provided the Settlement Administrator promptly provides funding instructions to the Defendant. All payments due under this settlement shall be distributed within 15 calendar days after funding of the GSA by Defendant. Individual Aggrieved Employee Payments shall be mailed to the Aggrieved Employees' last known mailing address by regular First-Class U.S. Mail no later than fifteen (15) calendar days after the Funding Date. Upon receipt of the Employee 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. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

13. Notice of Settlement. When the Settlement Administrator issues settlement checks to the Aggrieved Employees, the check shall be accompanied by the Notice of Settlement substantially in the form attached hereto as **Exhibit 1**.

14. Allocation Adjustment. Should the Court decline to approve any allocation set forth in this Agreement, the Parties shall negotiate in good faith regarding a revised allocation in an effort to obtain approval of the Settlement.

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

15. Allocation and Calculation of the PAGA Penalties. Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a *pro-rata* basis. The Settlement Administrator will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's payment from the Aggrieved Employees' PAGA Portion, the Settlement Administrator will use the following formula: Settlement Payment = Aggrieved Employees' PAGA Portion × [Pay Periods Worked by Individual Aggrieved Employee during the PAGA Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period].

16. Tax Treatment of Settlement Amounts. With regard to settlement payments to Aggrieved Employees, IRS Form 1099s will be issued by the Settlement Administrator, if applicable, given the Parties' agreement that the penalty payments at issue in this Settlement constitute miscellaneous income that is not considered wages. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Defendant, Defense Counsel, Plaintiffs, and PAGA Counsel shall not be responsible for any Aggrieved Employee's tax obligations arising from a settlement payment. Payment of the portion allocated to PAGA Counsel's fees and costs will be reflected in a Form 1099 to PAGA Counsel, who shall assume full responsibility and liability for the payment of taxes due on such payments.

17. 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 OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS 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

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

(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.

18. Settlement Administrator. The Settlement Administrator shall be responsible for sending notices, calculating settlement payments, preparing all checks and mailings, and complying with all requirements set forth herein. As noted above, the costs of the Settlement Administrator shall be paid out of the Gross Settlement Amount, and the Parties agree to use Phoenix Settlement Administrators as the Settlement Administrator.

19. Undeliverable Aggrieved Employee Payments. Any Individual Aggrieved Employee Payments returned to the Settlement Administrator as non-delivered on or before the check cashing expiration deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. 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 Aggrieved Employee involved, and shall then perform a re-mailing, if the Settlement Administrator identifies another mailing address. In addition, if any Individual Aggrieved Employee Payment, which is addressed to any Aggrieved Employee who is currently employed by Defendant, is 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 Aggrieved Employee provide a corrected address and transmit to the Administrator any corrected address provided by the Aggrieved Employee. Aggrieved Employees who received a re-mailed Individual Aggrieved Employee Payment shall have their check expiration deadline extended fifteen (15) days from the original check expiration deadline.

20. Duties of the Parties Related to Approval. Promptly upon execution of this Agreement, Plaintiffs shall file a motion for approval of the proposed

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

Settlement and for the entry of an order approving this Settlement as required by Labor Code § 2699(l) in the PAGA Action with the U.S. District Court for the Southern District of California or the court having jurisdiction over the PAGA Action. The approval motion will request Court approval of the following: (1) the terms of this Agreement, (2) PAGA Counsel's fees and costs, (3) incentive awards to the Plaintiffs, (4) payments to Aggrieved Employees and the LWDA, (5) payment to the Settlement Administrator, and (6) Final Judgment.

21. Interim Stay of Proceedings. The Parties agree to refrain from further litigation of the PAGA Action, except such proceedings necessary to implement and obtain Final Judgment and/or dismissals as applicable.

22. Invalid without Court Approval. In the event this Agreement is not approved by the Court, it shall be deemed null and void, of no force and effect, and of no probative or evidentiary value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever. In the event the Agreement does not become final for any reason, this Agreement shall be null and void and any order entered by the Court in furtherance thereof shall be treated as void *ab initio*. In such a case, the Parties shall return to the status quo as if they had not entered into this Agreement.

23. Non-Admission of Wrongdoing. The Parties agree this Agreement does not constitute an admission by Defendant or any Released Party of any of the matters alleged in the PAGA Action or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiffs, Defendant or the Released Parties.

24. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. Notwithstanding the foregoing, the Parties may, via counsel, make minor modifications without written consent signed by all of the Parties. A waiver or amendment of any provision of this Agreement will not constitute a waiver of any other provision.

25. Covenants and Representations. Plaintiffs represent and warrant they have not assigned or transferred or purported to assign or transfer, to any person or entity, any claim, right, liability, demand, obligation, expense, action, cause of

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

action, or portion thereof, or interest therein, which is or may be subject to this Settlement. Plaintiffs acknowledge that they have read this Settlement, fully understand their rights, privileges, and duties under the Settlement, and enter into this Settlement freely and voluntarily, and without duress. Plaintiffs further acknowledge they had the opportunity to consult with their attorney to explain the terms of this Settlement and the consequences of signing this Settlement.

26. Enforcement. The Parties agree that following entry of the Final Judgment, this Agreement shall be enforceable by the Court. The Court shall retain exclusive and continuing jurisdiction over the Parties and Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of this Agreement pursuant to *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375, 381–82 (1994). The Parties agree the U.S. District Court for the Southern District of California, or other court assuming jurisdiction of the *Pilkington* PAGA Action, shall have continuing jurisdiction to enforce the terms of this Agreement. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

27. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees, and other fees incurred in connection with this Settlement, except as otherwise set forth specifically herein.

28. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings before the date hereof relating to the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

29. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

30. **No Construction Against the Drafter.** Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

31. **Choice of Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

32. **Counterparts.** This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

33. **Cooperation.** Each Party, on behalf of itself and its respective business entities, heirs, executors, and assigns, agrees to abide by this Agreement and to execute and deliver all documents and take all actions reasonably necessary to carry out the objectives of this Agreement.

34. **Electronic Signature.** Each Party specifically agrees that an electronic signature shall have the same force and effect as a signed original of the Agreement, and the Parties may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code § 1633.7.

35. **Consent to Magistrate.** The Parties hereby stipulate and agree that, in addition to the District Court judge, the District Court Magistrate Judge overseeing this case may enter a judgment affirming the settlement.

IT IS SO AGREED.

Dated: 9/17/2026

Signed by:
DAE52AA88011422...
Plaintiff Savannah Pilkington

Dated: 9/17/2026

Signed by:
E830D8B432914EF...
Plaintiff Cindy Rose Cunningham

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

Dated: _____

Plaintiff Sylvia Hernandez

Dated: 9/18/2026

DocuSigned by:
Marilyn Rychart
0D9BBF147DC14CF...

Plaintiff Marilyn Rychart

Dated: 23-Sep-2026

Signed by:
Thomas Ives
FECD67902D4D498...

Defendant Circle K Stores Inc.

By: Thomas Ives

Its: Vice President of Regional Operations
West Coast BU

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

Dated: 9/17/26

Sylvia Hernandez
Plaintiff Sylvia Hernandez

Dated: _____

_____
Plaintiff Marilyn Rychart

Dated: 23-Sep-2026

Signed by:
Thomas Ives
FECD07902D4D496...
Defendant Circle K Stores Inc.

By: Thomas Ives

Its: Vice President of Regional Operations
West Coast BU