

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”) is made by and between Plaintiff Florentino Valverde (“Plaintiff”) and Defendant Kern Oil & Refining Co. (“Defendant”). The Agreement refers to Plaintiff and Defendant as “Parties,” or individually as “Party”.

### A. DEFINITIONS.

1. “Action” means the lawsuit alleging wage and hour violations against Defendant captioned *Valverde v. Kern Oil & Refining Co.* that was initiated on May 20, 2025, and pending in the Superior Court of the State of California, County of Kern (Case No. BCV-25-101866).
2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount that the Administrator will be paid to reimburse the Administrator for the costs and expenses incurred pursuant to the performance of its duties set forth herein.
4. “Aggrieved Employee” means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period.
5. “Class” means all current and former hourly-paid or non-exempt employees of Defendant (excluding Logan Crawford) within the State of California at any time during the Class Period.
6. “Class Counsel” means Douglas Han, Shunt Tatavos-Gharajeh, and William Wilkinson of the law firm Justice Law Corporation.
7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
8. “Class Data” means the Class Members’ identifying information in Defendant’s possession, including the Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security Number; and (d) number of Workweeks and PAGA Pay Periods.
9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
10. “Class Member Address Search” means the Administrator’s investigation and search for the Class Members’ mailing addresses using all the reasonably available sources, methods and means including, but not limited to, the National Change of Address Database (“NCOA”), skip traces, and direct contact by the Administrator with the Class Members.

11. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval that will be mailed to the Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
12. “Class Period” means the period from August 6, 2021, through August 26, 2026, or the date of preliminary approval, whichever date is later.
13. “Class Representative” means the named plaintiff in the operative complaint in the Action seeking Court approval to serve as the Class Representative.
14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
15. “Court” means the Superior Court of California, County of Kern.
16. “Defendant” means Kern Oil & Refining Co., the named defendant of the Action.
17. “Defense Counsel” means Corey Cabral, Sander van der Heide, and Dalia Khatib of CDF Labor Law LLP.
18. “Effective Date” means the later of the following dates: (a) if no objection to the settlement is made, then no later than fourteen (14) calendar days after entry of the order granting final approval; (b) if an objection is made but no appeal filed, then no later than fourteen (14) calendar days after the running of the appeal period; or (c) if an appeal is filed, then no later than fourteen (14) calendar days after the Judgment becomes final and is no longer subject to appeal.
19. “Final Approval” means the Court’s order granting final approval of the Settlement.
20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
21. “Gross Settlement Amount” means \$1,200,000 which is the total amount that Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, and Individual Class Payments. The Gross Settlement Amount is non-reversionary.
22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount that will be calculated according to the number of Workweeks worked during the Class Period.

23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of thirty-five percent (35%) of the PAGA Penalties that will be calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
24. "Judgment" means the judgment entered by the Court based upon the Final Approval.
25. "LWDA" means the California Labor and Workforce Development Agency.
26. "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).
27. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representative Service Payment; (d) Administration Expenses Payment; (e) Individual PAGA Payments; and (f) LWDA PAGA Payment. The remainder is to be paid to the Participating Class Members as their Individual Class Payments.
28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
29. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq.*).
30. "PAGA Notice" means the written notice sent to the LWDA and Defendant on June 19, 2026, that provides notice pursuant to Labor Code section 2699.3, subdivision (a).
31. "PAGA Pay Period" means the number of pay periods an Aggrieved Employees worked for Defendant as a non-exempt or hourly-paid employee in the State of California during the PAGA Period, excluding any pay period(s) during which the Aggrieved Employee did not work or was on a leave of absence. Each Aggrieved Employee will be credited with at least one (1) PAGA Pay Period.
32. "PAGA Period" means the period from June 19, 2025, through August 26, 2026, or the date of preliminary approval, whichever date is later.
33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees for the settlement of the PAGA claims.
34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
35. "Plaintiff" means Florentino Valverde on behalf of himself and each of his heirs, representatives, successors, assigns, and attorneys.

36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
37. “Preliminary Approval Hearing” means the Court’s hearing on the Motion for Preliminary Approval of the Settlement.
38. “Released Class Claims” means the claims being released as described in Section E.2.
39. “Released PAGA Claims” means the claims being released as described in Section E.3.
40. “Released Parties” means: (a) Defendant; (b) each of Defendant’s past and present direct and indirect parents; (c) the respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (d) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (d) any individual or entity which could be jointly liable with any of the foregoing.
41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.
42. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to the Class Members and shall be the last date on which the Class Members may: (a) email or mail Requests for Exclusion from the Settlement; or (b) email or mail his or her Objection to the Settlement. The Class Members to whom Class Notices are remailed after having been returned undeliverable to the Administrator shall have fourteen (14) calendar days from the re-mailing, or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which to object or submit a Request for Exclusion.
43. “Settlement” means the disposition of the Action effected by this Settlement Agreement and Judgment.
44. “Workweek(s)” means the number of weeks a Class Member worked for Defendant as a non-exempt or hourly-paid employee in the State of California during the Class Period, excluding any week(s) during which the Class Member did not work or was on a leave of absence. Each Class Member will be credited with at least one (1) Workweek.

**B. RECITALS.**

1. On May 20, 2025, then-plaintiff Logan Crawford filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Kern, alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (h) Business & Professions Code section 17200, *et seq.*

2. On November 12, 2025, a First Amended Complaint was filed that replaced then-plaintiff Logan Crawford with Plaintiff as the named plaintiff.
3. After engaging in discovery, investigations, and negotiation, on June 9, 2026, the Parties attended mediation with the mediator Tripper Ortman but were unable to negotiate a settlement at the time. After continuing negotiations with the mediator's assistance, the Parties negotiated a tentative settlement, subject to the Court's approval.
4. On June 19, 2026, Plaintiff provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code that Plaintiff contends were violated and the theories supporting the contentions.
5. Plaintiff then filed a Second Amended Complaint that added a cause of action for violation of Labor Code section 2698, *et seq.* (PAGA) ("Operative Complaint").
6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
7. The Parties conducted investigation and discovery of the facts and law both before and after the Action was filed. Defendant produced documents relating to the policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest breaks along with payroll, timekeeping, and operational policies. As part of Defendant's production, Class Counsel reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Class Counsel to understand the number of Workweeks and PAGA Pay Periods. Class Counsel located and interviewed putative class members who worked for Defendant throughout the Class Period. The investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.
8. The Court has not granted class certification.

**C. MONETARY TERMS.**

1. Gross Settlement Amount. In consideration for the resolution and releases of claims provided for by this Settlement, Defendant will pay the Gross Settlement Amount of \$1,200,000 and separately pay employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring the Participating Class Members or Aggrieved Employees to submit a claim form as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Final Approval:
  - a. Class Counsel. Subject to Court approval, the Class Counsel Fees Payment not to exceed \$420,000 (35% of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment not to exceed \$35,000.
    - i. Plaintiff and/or Class Counsel will file a motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. Defendant will not oppose requests for these payments provided that do not exceed these amounts.
    - ii. This Agreement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. If the Court reduces or does not approve the requested Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment, the Agreement will remain binding on the Parties. Any amount requested by Class Counsel for the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment and not granted by the Court will be allocated to the Net Settlement Amount.
    - iii. The Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and hold Defendant harmless from any dispute or controversy regarding any division or sharing of any of these payments.
    - iv. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form 1099.
  - b. Plaintiff. Defendant agrees not to oppose or object to any application or motion by Class Counsel for a Class Representative Service Payment not to exceed \$10,000 to Plaintiff in recognition of Plaintiff's effort and work in prosecuting the Action and in consideration for the Plaintiff's Release defined below.
    - i. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval of the Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. Defendant will not oppose the request for the Class Representative Service Payment that does not exceed this amount.

- ii. This Agreement is not contingent upon the Court awarding Plaintiff any particular amount in a Class Representative Service Payment. If the Court reduces or does not approve the requested Class Representative Service Payment, the Agreement will remain binding on the Parties. Any amount requested by Class Counsel for the Class Representative Service Payment and not granted by the Court will be allocated to the Net Settlement Amount.
  - iii. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- c. Administrator. The Administration Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court.
  - i. To the extent that the Administration Expenses Payment is less or the Court approves payment of less than \$10,000, the Administrator will allocate the remainder to the Net Settlement Amount.
- d. LWDA and Aggrieved Employees. Subject to Court approval, PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, sixty-five percent (65%) of which (\$65,000) will be allocated to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which (\$35,000) will be allocated to the Aggrieved Employees as their Individual PAGA Payments.
  - i. An Individual PAGA Payment is calculated by: (a) dividing the amount of the thirty-five percent (35%) share of the PAGA Penalties (\$35,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period.
  - ii. If the Court approves the PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
  - iii. The Administrator will report the Individual PAGA Payments on IRS Form 1099. The Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- e. Participating Class Members. An Individual Class Payment is calculated by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all the Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks during the Class Period.

- i. Ten percent (10%) of Individual Class Payment will be allocated to the settlement of wage claims (“Wage Portion”). The Wage Portions are subject to tax withholding and will be reported by the Administrator on IRS Form W-2. Ninety percent (90%) of Individual Class Payment will be allocated to the settlement of claims for penalties and interest (“Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported by the Administrator on IRS Form 1099. The Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.
- ii. The Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to the Participating Class Members on a pro rata basis.

**D. SETTLEMENT FUNDING AND PAYMENTS.**

1. Workweeks and PAGA Pay Periods. Based on a review of its records as of the date of mediation (June 9, 2026), Defendant estimates that there are 209 Class Members who worked a total of 30,794 Workweeks, and 133 Aggrieved Employees who worked a total of 3,203 PAGA Pay Periods.
2. Funding of the Gross Settlement Amount. No later than fourteen (14) calendar days after the Effective Date, Defendant shall fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator.
  - a. Default on Payment. Defendant’s failure to timely pay the Gross Settlement Amount to the Administrator will be considered a default. In the event Defendant fails to timely fund the Gross Settlement Amount, the Administrator will provide notice to Class Counsel and Defendant’s counsel within three (3) business days of the missed payment. After that notice, Defendant will have seven (7) calendar days to cure the default and tender payment to the Administrator.
3. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons. The disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede the disbursement of the Individual Class Payments and Individual PAGA Payments.
  - a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via first-class United States Postal Service (“USPS”) mail, postage prepaid. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will

cancel all the checks that are not cashed by the void date. The Administrator will send checks for the Individual Class Payments and Individual PAGA Payments to all the Participating Class Members and Aggrieved Employees, including the Non-Participating Class Members who qualify as Aggrieved Employees, respectively (including those for whom the Class Notices were returned undelivered). The Administrator may send the Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the mailing addresses of the recipients using the NCOA.

- b. The Administrator must conduct a Class Member Address Search for all the other Class Members whose checks are returned undelivered without USPS forwarding address. No later than seven (7) calendar days of receiving a returned check, the Administrator will remail the checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.
- c. For any Class Member whose check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
- d. The payment of the Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Settlement.

**E. RELEASES OF CLAIMS.** Effective on the date when Defendant funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

1. Plaintiff's Release. Plaintiff fully, finally, and forever releases, compromises, and discharges the Released Parties from all causes of action, claims, judgments, obligations, damages or liabilities of whatever kind and character ("Plaintiff's Release").
  - a. Plaintiff understands and expressly agrees that Plaintiff's Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, which Plaintiff has or may have against the Released Parties, and all rights under Section 1542 of the Civil Code are hereby expressly waived. Section 1542 reads as follows:

**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.**

- b. Plaintiff acknowledges that Plaintiff has read the Plaintiff's Release, including the waiver of Civil Code section 1542, that Plaintiff has consulted counsel about the Plaintiff's Release and specifically about the waiver of section 1542, and that Plaintiff understands the Plaintiff's Release and the section 1542 waiver, and freely and knowingly enters into this Agreement.
  - c. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law Plaintiff now knows or believes to be true. But Plaintiff agrees that Plaintiff's Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.
  - d. The Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, to any claims for vested benefits, unemployment benefits, disability benefits, or social security benefits, or to any claims for workers' compensation benefits that arose at any time.
2. Release by the Participating Class Members. Plaintiff and all the Participating Class Members fully, finally, and forever release, compromise, and discharge the Released Parties from all claims that were alleged or could have been alleged based on the factual allegations contained in the Action and that occurred during the Class Period.
- a. The claims alleged in the Action and released by this Agreement include, without limitation, claims for: (i) off-the-clock work, (ii) unpaid minimum wages, (iii) unpaid regular wages, (iv) unpaid overtime, (v) unpaid double time, (vi) underpaid wages due to rounding, (vii) underpaid wages due to issues with the regular rate of pay, (viii) noncompliant meal periods and unpaid meal period premiums, (ix) noncompliant rest breaks and unpaid rest break premiums, (x) improper wage statements, (xi) untimely payment of wages, (xii) unreimbursed business expenses, (xiii) unpaid wages for donning and doffing, (xiv) improperly paid sick leave, (xv) violation of Unfair Competition Law, and (xvi) alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, Civil Code section 1021.5, and Business and Professions Code section 17200-17208 during the Class Period.
  - b. Except as set forth in Section E.3., the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on facts occurring outside the Class Period.

3. Release by the Aggrieved Employees and the State of California. Plaintiff, all the Participating and Non-Participating Class Members, who are Aggrieved Employees, and the State of California fully, finally, and forever release, compromise, and discharge the Released Parties from all claims for PAGA penalties that were alleged or could have been alleged based on the factual allegations contained in the Action and the PAGA Notice and that occurred during the PAGA Period.
  - a. The claims for PAGA penalties alleged in the Action and the PAGA Notice and released by this Agreement include, without limitation, claims for: (i) off-the-clock work, (ii) unpaid minimum wages, (iii) unpaid regular wages, (iv) unpaid overtime, (v) unpaid double time, (vi) underpaid wages due to rounding, (vii) underpaid wages due to issues with the regular rate of pay, (viii) noncompliant meal periods and unpaid meal period premiums, (ix) noncompliant rest breaks and unpaid rest break premiums, (x) improper wage statements, (xi) untimely payment of wages, (xii) unreimbursed business expenses, (xiii) unpaid wages for donning and doffing, (xiv) improperly paid sick leave, and (xv) alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 during the PAGA Period. The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude themselves from the Released PAGA Claims.
4. Labor Code Section 206.5 Inapplicable. It is acknowledged that all individual settlement payments made pursuant to this Agreement are on disputed claims and that Plaintiff, each Participating Class Member, and each Aggrieved Employee will be deemed to have acknowledged and agreed that Labor Code section 206.5 is not applicable. That section provides:
  - a. An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

**F. MOTION FOR PRELIMINARY APPROVAL.** Class Counsel will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) within fourteen (14) calendar days of full execution of this Settlement Agreement. The Parties will work together on drafting the Preliminary Approval Order. Defense Counsel will have three (3) business days to review the Motion for Preliminary Approval upon its receipt.

1. Plaintiff’s Responsibilities. Plaintiff will move for an order: (a) conditionally certifying the Class for settlement purposes only; (b) seeking Preliminary Approval of the Settlement; (c) setting a date for the Final Approval Hearing; and (d) approving the Class Notice.

- a. The amounts of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall not operate to terminate or cancel this Agreement.
  - b. Defendant agrees that it will not oppose the Motion for Preliminary Approval so long as the motion is consistent with the terms of the Settlement Agreement.
2. Responsibilities of Counsel. Class Counsel are responsible for: (a) expeditiously finalizing and filing the Motion for Preliminary Approval after the execution of this Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel are responsible for delivering the Preliminary Approval to the Administrator.
3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to modify the Settlement and satisfy the Court's issues. If, despite the good faith efforts of Class and Defense Counsel, the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.

**G. SETTLEMENT ADMINISTRATION.**

1. Selection of the Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all the duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating the payroll tax withholdings and providing reports to state and federal tax authorities.
3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

4. Notice to the Class Members.

- a. No later than twenty-one (21) calendar days after the Court grants Preliminary Approval, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. The Parties agree the Class Members' contact information and Social Security numbers will be used only by the Administrator for the sole purpose of effectuating the Settlement and will not be provided to Plaintiff or Class Counsel at any time or in any form. To protect the Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted the Class Members' identifying information and to provide corrected or updated Class Data as soon as possible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or resolve any issues related to missing or omitted Class Data.
- b. No later than three (3) business days after the receipt of the Class Data, the Administrator shall confirm via email to Class Counsel and Defense Counsel that the list has been received and state the number of the Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- c. Using best efforts to perform as soon as possible and no later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all the Class Members identified in the Class Data the Class Notice via first-class USPS mail. Before mailing the Class Notices, the Administrator shall update the Class Members' addresses using the NCOA.
- d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and remail the Class Notice to the most current address obtained.
- e. If the Administrator, Defendant, or Class Counsel is contacted by or discovers any person who believe that they should have been included in the Class Data and should have received Class Notice, the Parties will meet and confer in person or by telephone or email, and in good faith, to agree on whether to include them as a Class Member. If the Parties agree, such persons will be deemed a Class Member entitled to the same rights as the other Class Members, and the Administrator will send these persons, via email or overnight delivery, a Class Notice requiring them to exercise their options under this Agreement no later than fourteen (14) calendar days after the mailing of the Class Notice or deadlines set forth in the Class Notice, whichever date is later.

5. Requests for Exclusion from the Settlement.

- a. The Class Members who wish to exclude themselves from the Released Class Claims portion of the Settlement must send the Administrator by email or mail a signed written Request for Exclusion no later than the Response Deadline.
- b. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) date; (iii) present address; (iv) reference to the case name or case number; and (v) a clear statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline.
- c. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or susceptible to challenge.
- d. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, will be entitled to all the benefits, and will be bound by all the terms and conditions of the Settlement, including the releases under Section E.2. and Section E.3. regardless of whether they receive the Class Notice or object to the Settlement.
- e. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Class portion of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, the Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section E.3. and are eligible for an Individual PAGA Payment.

6. Challenges to Calculation of Workweeks and PAGA Pay Periods.

- a. Each Class Member who wishes to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member must send the Administrator by email or mail the challenge to the allocation of Workweeks and PAGA Pay Periods (if any) no later than Response Deadline.

- b. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct. The Administrator's determination of each Class Member's allocation of Workweeks and PAGA Pay Periods shall be final and not appealable or susceptible to challenge.

7. Objections to the Settlement.

- a. Each Participating Class Member who wishes to submit a written objection to the Settlement must send the Administrator by email or mail a written objection no later than the Response Deadline.
- b. The written objection must: (i) indicate what the Class Member is objecting to; (ii) explain why the Class Member is objecting; (iii) include any facts that support the objection; and (iv) include the Class Member's full name, present address, and email address or telephone number.
- c. Only Participating Class Members may object to the Class portion of the Settlement, including contesting the fairness of the Settlement Agreement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.
- d. Participating Class Members may choose to appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

8. Administrator's Duties. The Administrator has a duty to perform or observe all the tasks to be performed or observed by the Administrator contained in this Agreement.

- a. From the date that the Class Notices are mailed through two hundred (200) calendar days following the disbursement of the settlement payment to the appropriate entities and persons, the Administrator will post and permit the Class Members to access the Agreement, Class Notice, Motion for Preliminary Approval, Preliminary Approval Order, Motion for Final Approval, Final Approval Order, and Judgment at no charge via a webpage on its website. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive the Class Members' calls and emails.
- b. On a weekly basis, the Administrator must provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; and (v) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion.

- c. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all the challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or susceptible to challenge. The Administrator will promptly review the Requests for Exclusion on a rolling basis to ascertain their validity.
- d. The Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) mailing of the Class Notice; (ii) remailing of the Class Notices; (iii) attempts to locate the Class Members; (iv) total number of Requests for Exclusion received (both valid or invalid); and (v) total number of written objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel are responsible for filing the Administrator's declaration(s) in Court.
- e. No later than ten (10) calendar days after the Administrator disburses all the funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement.

**H. ESCALATOR CLAUSE.** If it is determined that the number of Workweeks through the Class Period exceeds ten percent (10%) or more of 30,794 (*i.e.*, more than 33,873 Workweeks), then, at Defendant's election, either: (a) the Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 12%, then the Gross Settlement Amount will increase by 2%); or (2) the Class Period and PAGA Period will end on the date when the number of Workweeks does not exceed 33,873 Workweeks.

The Escalator Clause is tolled from June 9, 2026, to the date of execution of this Agreement and will be tolled if Plaintiff fails to timely file a motion for preliminary settlement approval (*i.e.*, tolling will begin 15 days after the execution of this Agreement and will end on the date when Plaintiff files the Motion for Preliminary Approval). Workweeks falling within the tolling period will not be considered in determining whether the ten percent (10%) threshold has been exceeded. The period from the filing of the Motion for Preliminary Approval to the granting of the Motion for Preliminary Approval will NOT be tolled.

Defense Counsel will not delay in reviewing the Motion for Preliminary Approval prior to its filing as set forth in Section F. As stated above, Defense Counsel will have three (3) business days to review the Motion for Preliminary Approval upon its receipt.

**I. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified by the Administrator exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever and that neither Party will have any further obligation to perform under this Settlement provided Defendant will remain responsible for paying all settlement administration costs incurred to that point. Defendant must notify Class Counsel and the Court of its selection to withdraw no

later than seven (7) calendar days after the Administrator sends the final Weekly Report. A late election will have no effect.

**J. MOTION FOR FINAL APPROVAL.** No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (s), Final Approval Order, and Judgment. The Parties will work together on drafting the Final Approval Order and Judgment. Defense Counsel will have three (3) business days to review the Motion for Final Approval upon its receipt.

1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as ordered or accepted by the Court.
2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together in good faith to address the Court's issues by revising the Agreement as necessary to obtain Final Approval. If the Court does not grant Final Approval of the Agreement, or if the Court's Final Approval is reversed or materially modified on appellate review, then the Parties will make a good faith effort to revise the terms of the Agreement. If that process fails, the settlement will be null and void. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Action. Any disputes arising out of or relating to this Agreement will be submitted to the mediator for resolution. The Parties will split the costs of the mediator for any such time incurred by the mediator in reaching such resolution, and the Parties will bear their own attorneys' fees and other costs incurred.
3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their counsel, and all the Participating Class Members who did not object to the Settlement as provided in this Settlement, waive all the rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings and all the rights to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Settlement will be suspended until such time as the appeal is finally resolved and Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement, this Agreement shall be null and void. The Parties shall expeditiously work together in good faith to address the appellate court's issues and to obtain Final Approval and entry of Judgment sharing any additional settlement administration costs reasonably incurred after remittitur on a 50-50 basis.

5. Continuing Jurisdiction of the Court. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement pursuant to Code of Civil Procedure section 664.6 solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.
6. Submission of Judgment to LWDA. No later than ten (10) calendar days after Class Counsel's receipt of the Court's approval of the Agreement and entry of a signed Final Approval Order and Judgment, Class Counsel will submit the Final Approval Order and Judgment to the LWDA through its on-line procedures and will provide Defense Counsel with a copy of the LWDA's acknowledgment of receipt of the Final Approval Order and Judgment.

**K. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together to jointly submit an amended judgment.

**L. ADDITIONAL PROVISIONS.**

1. Limited Public Comment. With the exception of court filings and notice to the LWDA, Plaintiff and Class Counsel will not make: (a) any comments to the public or the media; (b) engage in any mass communications or other publicity, including, but not limited to, website, blog, or social media postings; and (c) public disclosure of the terms of this Settlement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to this Settlement, and all documents related to the Settlement. The Parties will use their best efforts to reach agreement on all Court filings. Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will ensure that Plaintiff adheres to, the restriction against public comment of the Settlement. Class Counsel agrees to cease all affirmative mass communication (oral and written) with the Class Members, other than through Court-approved notices. This provision does not prevent Class Counsel from communicating with any Class Members who may contact Class Counsel. Nothing in this Agreement restricts Class Counsel from disclosing and including all publicly available information regarding this case and the settlement in any documents filed with any court and/or judicial submissions.
2. Media Communications / No Attorney Advertising. The Parties will not initiate any communications (directly or indirectly) with the media regarding the Action. Plaintiff and Class Counsel may, in response to a communication initiated by the media, direct the inquiring media member to the public records of the Action on file with the Court and respond only with "The matter has been resolved." Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will ensure that Plaintiff adheres to, the restriction against any media comment on the Settlement and its terms. Class Counsel also agrees that their law firm will not specifically refer to this case, this settlement, or the names of Released Parties in any advertising or promotional material of any kind on their website, on any social media platform, or in any other written or electronic communications of any kind or nature.

3. No Admission. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted. Nothing in this Agreement should be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for settlement purposes only and is in no way an admission that class certification and representative treatment is proper for litigation purposes. If the Court does not grant Preliminary Approval or Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses against the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. This Agreement and the Parties' willingness to settle will have no bearing on and will not be admissible in connection with any litigation (except for proceedings to enforce or effectuate this Agreement).
4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement Agreement, the Parties will seek the assistance of the mediator and/or the Court for resolution.
5. Parties' Authorization. It is agreed that because the Class Members and Aggrieved Employees are so numerous, it is impossible or impractical to have each Class Member and Aggrieved Employee execute this Agreement. The Class Notice will advise all the Class Members and Aggrieved Employees of the binding nature of the releases of claims provided for by the Settlement and that the releases will have the same force and effect as if this Agreement were executed by each Class Member and Aggrieved Employee. The signatories to this Agreement represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.
6. No Solicitation. The Parties agree that they and their counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this section shall be construed to restrict Class Counsel's ability to communicate with the Class Members in accordance with their ethical obligations owed to the Class Members.
7. No Prior Assignments. The Parties represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

8. Integrated Agreement. Upon execution by all the Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
9. No Tax Advice. Plaintiff, Class Counsel, Class Members, and Aggrieved Employees are each solely responsible for correctly characterizing any payments made pursuant to this Agreement for tax purposes and for paying any taxes on the amounts received. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended).
10. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
11. Modification of this Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all the Parties or their representatives and approved by the Court.
12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis the Party was the drafter or participated in the drafting.
13. Applicable Law. All the terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
14. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
15. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
16. Notice. All the notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Douglas Han  
Shunt Tatavos-Gharajeh  
William Wilkinson  
**Justice Law Corporation**  
751 North Fair Oaks Avenue, Suite 101  
Pasadena, California 91103  
(Tel) (818) 230-7502  
(Fax) (818) 230-7259  
dhan@JusticeLawCorp.com  
statavos@JusticeLawCorp.com  
wwilkinson@JusticeLawCorp.com

To Defendant: Corey J. Cabral  
Sander van der Heide  
Dalia Z. Khatib  
**CDF Labor Law LLP**  
900 University Avenue, Suite 200  
Sacramento, California 95825  
(Tel) (916) 361-0991  
ccabral@cdflaborlaw.com  
svanderheide@cdflaborlaw.com  
dkhatib@cdflaborlaw.com

17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
18. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. Pursuant to Code of Civil Procedure section 583.330 and upon the signing of this Agreement, the Parties agree to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.
19. Voluntary Agreement. The Parties expressly declare and represent that they have read this Agreement and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained in this Agreement. The Parties expressly declare and represent that they fully understand the content and effect of this Agreement, that they approve and accept its terms and conditions, and that the Agreement is executed freely and voluntarily.

Dated: 09/14/2026

**Florentino Valverde**



By: \_\_\_\_\_

Dated: 09/14/2026

**Justice Law Corporation [Approving as to Form Only]**



By: \_\_\_\_\_

Douglas Han, Esq.

Shunt Tatavos-Gharajeh, Esq.

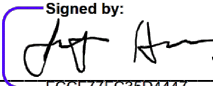
William Wilkinson, Esq.

*Attorneys for Plaintiff*

Dated: 9/14/2026

**Kern Oil & Refining Co.**

Signed by:

By:  Jennifer Haley President & CEO  
On behalf of Kern Oil & Refining Co.

Dated: September 14, 2026

**CDF Labor Law LLP [Approving as to Form Only]**



By: \_\_\_\_\_

Corey J. Cabral, Esq.

Sander van der Heide, Esq.

Dalia Z. Khatib, Esq.

*Attorneys for Defendant*

EXHIBIT A

## NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

*Valverde v. Kern Oil & Refining Co.*  
(Case No. BCV-25-101866)

***The Superior Court for the State of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, advertisement, or solicitation by an attorney. You are not being sued.***

You may be eligible to receive money from the settlement of an employee class action lawsuit ("Action") filed by Plaintiff Florentino Valverde ("Plaintiff") against Defendant Kern Oil & Refining Co. ("Defendant") for alleged wage and hour violations. Defendant denies the claims in the Action and asserts that it has properly and fairly paid its employees, but it has agreed to settle the case to avoid a long and costly litigation process.

The settlement has been reached on behalf of two groups of employees:

- (1) All current and former hourly-paid or non-exempt employees of Defendant (excluding Logan Crawford) within the State of California at any time during the period from August 6, 2021, through [REDACTED] ("Class," "Class Members," "Class Period"); and
- (2) All current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from June 19, 2025, through [REDACTED] ("Aggrieved Employees" and "PAGA Period").

Your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on several factors. If no amount is stated for your Individual PAGA Payment, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the settlement because you didn't work during the PAGA Period.

The above estimates are based on Defendant's records showing that you worked [REDACTED] Workweeks during the Class Period and worked [REDACTED] PAGA Pay Periods during the PAGA Period. If you believe that you worked more Workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section IV of this Class Notice.

The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel").

### SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

**Regardless of what you choose to do, Defendant won't retaliate against you for any actions you take with respect to the settlement.**

If you worked for Defendant during the Class Period and/or the PAGA Period, your options under the Settlement are as follows:

|                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>                                                                                                                                                                                                                        | <p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant covered by this settlement (Released Class Claims).</p>                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>You Can Opt Out of the Class Portion of the Settlement but not the PAGA Portion of the Settlement</b></p> <p><b>The Opt Out Deadline is</b><br/> <span style="background-color: yellow; display: inline-block; width: 100px; height: 1em;"></span></p>                                        | <p>If you don't want to fully participate in the settlement, you can opt out of the Class portion of the Settlement by sending the Administrator a written Request for Exclusion. See Section VI of this Class Notice. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. The Non-Participating Class Members cannot object to any portion of the settlement.</p> <p>You cannot opt out of the PAGA portion of the settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).</p> |
| <p><b>Participating Class Members Can Object to the Class Portion of the Settlement but not the PAGA Portion of the Settlement</b></p> <p><b>Written Objections Must be Submitted by</b><br/> <span style="background-color: yellow; display: inline-block; width: 100px; height: 1em;"></span></p> | <p>All the Class Members who do not opt out ("Participating Class Members") can object to any aspect of the settlement. See Section VII of this Class Notice. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to the Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable.</p>                                              |
| <p><b>You Can Participate in the Final Approval Hearing</b></p>                                                                                                                                                                                                                                     | <p>The Court's Final Approval Hearing is scheduled to take place on <span style="background-color: yellow; display: inline-block; width: 100px; height: 1em;"></span>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by telephone. The Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.</p>                                                                                                                                                                                                           |
| <p><b>You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b><br/> <span style="background-color: yellow; display: inline-block; width: 100px; height: 1em;"></span></p>                                                   | <p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one (1) day during the Class Period and how many PAGA Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Class Notice. If you disagree with either of these numbers, you can dispute them by submitting a timely written Workweek Dispute to the Administrator. See Section IV of this Class Notice.</p>                                                                                            |

## **I. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former employee of Defendant. The Action alleges that Defendant violated California labor laws by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200. Plaintiff also asserted a claim for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”).

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## **II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

The Court has made no determination whether Plaintiff or Defendant is correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator to resolve the Action by negotiating a settlement to the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation.

By signing the Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) and agreeing to jointly ask the Court to enter a judgment concluding the Action and enforcing the Settlement Agreement, the Parties negotiated a settlement that is subject to the Court’s Final Approval. Both sides agree that the settlement is a compromise of disputed claims. Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized the mailing of this Class Notice, and scheduled a hearing to determine Final Approval.

## **III. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?**

1. Gross Settlement Amount. In consideration for the resolution and releases of claims provided for by the Settlement, Defendant will pay the Gross Settlement Amount of \$1,200,000 and separately pay employer payroll taxes owed on the Wage Portions of the Individual Class Payments into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).
  - a. No later than fourteen (14) calendar days after the Effective Date, Defendant shall fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator. No later than fourteen (14) calendar days after Defendant funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons.

- b. “Effective Date” means the later of the following dates: (i) if no objection to the settlement is made, then no later than fourteen (14) calendar days after entry of the order granting final approval; (ii) if an objection is made but no appeal filed, then no later than fourteen (14) calendar days after the running of the appeal period; or (iii) if an appeal is filed, then no later than fourteen (14) calendar days after the final judgment becomes final and is no longer subject to appeal.
2. Payments from the Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount:
  - a. Up to \$420,000 (35% of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$35,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without any payment.
  - b. Up to \$10,000 to Plaintiff as the Class Representative Service Payment for filing the Action, working with Class Counsel, and effectively representing the Class Members. The Class Representative Service Payment will be the only money that Plaintiff will receive other than the Individual Class Payment and any Individual PAGA Payment.
  - c. Up to \$10,000 to the Administrator as the Administration Expenses Payment for the services in administering the Settlement.
  - d. Up to \$100,000 as the PAGA Penalties, sixty-five percent (65%) of which (\$65,000) will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which (\$35,000) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
3. Net Settlement Amount Distributed to the Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (“Net Settlement Amount”) by making Individual Class Payments to the Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of ten percent (10%) of each Individual Class Payment to taxable wages (“Wage Portion”) and ninety percent (90%) of each Individual Class Payment to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments and Individual PAGA Payments on IRS Form 1099.

- a. While the Parties agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.
5. Need to Promptly Cash the Checks. The face of each check shall state checks that are not cashed no later than one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose settlement check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. If the monies represented by your check is sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Portion of the Settlement. You will be treated as a Participating Class Member, participating fully in the Class portion of the Settlement, unless you notify the Administrator in writing that you wish to opt out. The Non-Participating Class Members will not receive Individual Class Payments but will preserve their right to personally pursue wage and hour claims against Defendant.
  - a. You cannot opt out of the PAGA portion of the Settlement. In other words, the Non-Participating Class Members remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the facts alleged in the Action during the PAGA Period.
7. Right to Object. The Participating Class Members have the right to object to the Settlement, including the above-mentioned payments. The Court will consider all objections.
8. The Settlement Will be Void if the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. The Parties agreed that, in either case, the Settlement will be void: (a) Defendant will not pay any money; and (b) Class Members will not release any claims against Defendant.
9. Administrator. The Court has appointed a neutral company ILYM Group, Inc. ("Administrator") to send this Class Notice, calculate and make payments, and process the Requests for Exclusion. The Administrator will also decide the challenges over the Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section IX of this Class Notice.
10. Release by the Participating Class Members. After Defendant has funded the Gross Settlement Amount and separately paid all employer payroll taxes, the Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. The Participating Class Members will be bound by the following release:

- a. Plaintiff and all the Participating Class Members fully, finally, and forever release, compromise, and discharge the Released Parties from all claims that were alleged or could have been alleged based on the factual allegations contained in the Action and that occurred during the Class Period.
- b. The claims alleged in the Action and released by the Settlement include, without limitation, claims for: (i) off-the-clock work, (ii) unpaid minimum wages, (iii) unpaid regular wages, (iv) unpaid overtime, (v) unpaid double time, (vi) underpaid wages due to rounding, (vii) underpaid wages due to issues with the regular rate of pay, (viii) noncompliant meal periods and unpaid meal period premiums, (ix) noncompliant rest breaks and unpaid rest break premiums, (x) improper wage statements, (xi) untimely payment of wages, (xii) unreimbursed business expenses, (xiii) unpaid wages for donning and doffing, (xiv) improperly paid sick leave, (xv) violation of Unfair Competition Law, and (xvi) alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, Civil Code section 1021.5, and Business and Professions Code section 17200-17208 during the Class Period.
- c. Except as set forth in Section E.3. of the Agreement, the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on facts occurring outside the Class Period.

11. Release by the Aggrieved Employees and the State of California. After Defendant has funded the Gross Settlement Amount and separately paid all employer payroll taxes, the State of California and all the Aggrieved Employees will be barred from asserting PAGA claims against Defendant even if they exclude themselves from the Settlement. The State of California and Aggrieved Employees will be bound by the following release:

- a. Plaintiff, all the Participating and Non-Participating Class Members, who are Aggrieved Employees, and the State of California fully, finally, and forever release, compromise, and discharge the Released Parties from all claims for PAGA penalties that were alleged or could have been alleged based on the factual allegations contained in the Action and the PAGA Notice and that occurred during the PAGA Period.
- b. The claims for PAGA penalties alleged in the Action and the PAGA Notice and released by the Settlement include, without limitation, claims for: (i) off-the-clock work, (ii) unpaid minimum wages, (iii) unpaid regular wages, (iv) unpaid overtime, (v) unpaid double time, (vi) underpaid wages due to rounding, (vii) underpaid wages due to issues with the regular rate of pay, (viii) noncompliant meal periods and unpaid meal period premiums, (ix) noncompliant rest breaks and unpaid rest break premiums, (x) improper wage statements, (xi) untimely payment of wages, (xii) unreimbursed business expenses, (xiii) unpaid wages for donning and doffing, (xiv) improperly paid sick leave, and (xv) alleged violations of Labor Code sections

201, 202, 203, 204, 218.5, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 during the PAGA Period. The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude themselves from the Released PAGA Claims.

12. Labor Code Section 206.5 Inapplicable. It is acknowledged that all individual settlement payments made pursuant to the Settlement are on disputed claims and that Plaintiff, each Participating Class Member, and each Aggrieved Employee will be deemed to have acknowledged and agreed that Labor Code section 206.5 is not applicable. That section provides:

- a. An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

#### **IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate the Individual Class Payments by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate the Individual PAGA Payments by: (a) dividing the thirty-five percent (35%) share of the PAGA Penalties (\$35,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweek / PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Class Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email. Section IX of this Class Notice has the Administrator's contact information.
  - a. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of

Participating Class Members) and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

## **V. HOW WILL I GET PAID?**

1. Participating Class Members. The Administrator will send, via first-class United States Postal Service ("USPS") mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, via first-class USPS mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.
3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this Class Notice has the Administrator's contact information.**

## **VI. HOW DO I OPT OUT OF THE CLASS PORTION OF THE SETTLEMENT?**

Submit a written and signed letter with your full name, date, present address, reference to the case name or case number (*Valverde v. Kern Oil & Refining Co.* Case No. BCV-25-101866), and simple statement that you do not want to participate in the Settlement to the Administrator by mail or email. The Administrator will exclude you based on any writing communicating your request be excluded. You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be deemed invalid. Section IX of the Class Notice has the Administrator's contact information.

## **VII. HOW DO I OBJECT TO THE SETTLEMENT?**

Only the Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement and Motion for Final Approval may submit a written objection to the Administrator by mail or email. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Valverde v. Kern Oil & Refining Co.* (Case No. BCV-25-101866) and include your full name, present address, email address or telephone number, and signature. Section IX of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain an attorney to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this Class Notice for specifics regarding the Final Approval Hearing.

## **VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Division H of the Kern County Superior Court located at 1215 Truxtun Ave, Bakersfield, California 93301. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

It's possible that the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **IX. HOW CAN I GET MORE INFORMATION?**

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other settlement document is to go to Administrator's website at [REDACTED]. You can also call or send an email to Class Counsel or Administrator using the contact information listed below.

Finally, you can consult the Court's website by going to <https://www.kern.courts.ca.gov/online-services/case-information-search> and entering the Case No. BCV-25-101866 or you can go to the Court in person at the address listed in Section VIII of this Class Notice and request copies of the court documents.

## **DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

### Class Counsel:

Douglas Han  
Shunt Tatavos-Gharajeh  
William Wilkinson  
**Justice Law Corporation**  
751 North Fair Oaks Ave., Suite 101  
Pasadena, California 91103  
(Tel) (818) 230-7502  
(Fax) (818) 230-7259  
dhan@JusticeLawCorp.com  
statavos@JusticeLawCorp.com  
wwilkinson@JusticeLawCorp.com

### Administrator:

[ADMINISTRATOR]  
[MAILING ADDRESS]  
[TELEPHONE NUMBER]  
[FAX NUMBER]  
[EMAIL]

**X. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund at [https://www.sco.ca.gov/search\\_upd.html](https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

**PROOF OF SERVICE  
1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is nalonsoesteban@justicelawcorp.com

On September 28, 2026, I served the foregoing document described as

**CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

for the following case: **Valverde v. Kern Oil and Refining Co.**  
LWDA/Court Case No.: **LWDA Case No.: 1185433-26**  
**Court Case No.: BCV-25-101866**  
**Kern Couty Superior Court of California**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

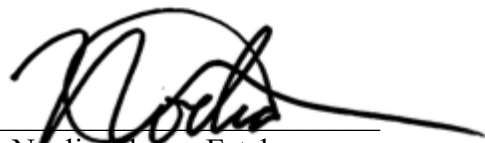
**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 28, 2026, at Pasadena, California.

  
Noelia Alonso Esteban