NOTICE OF SETTLEMENT OF PAGA AND CLASS ACTION SUIT
UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA
DEAN A. ROBBINS and TIMOTHY GREEN, on behalf of themselves, all others similarly situated, vs. PHILLIPS 66 COMPANY, a Delaware corporation; and DOES 1 through 50, inclusive.
Case No. 3:16-cv-1854-RS

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHT TO MONEY IN CONNECTION WITH THE SETTLEMENT OF A CLASS ACTION LAWSUIT.

A. WHY DID I GET THIS NOTICE?

You are receiving this notice because the records of Philips 66 Company ("Phillips 66") indicate that you worked for Phillips 66 within the State of California between November 27, 2013, and April 10, 2026. As a result, you are eligible to receive a portion of the settlement fund in this matter. The purpose of this notice is to inform you of your rights and options with respect to the Settlement.

This is not a notice of a lawsuit against you. You are not being sued. Your participation in the Settlement will not affect your status with Phillips 66 in any way whatsoever.

B. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

The Action resolves previously filed lawsuits that involve class and Private Attorneys General Act ("PAGA") claims, filed on March 8, 2016. The plaintiffs are Dean A. Robbins, Timothy Green, Keith Washington, and Ian Clare ("Plaintiffs"). Plaintiffs have alleged violations of California law on behalf of a class of California non-exempt or hourly-paid workers, including alleged failure to provide meal breaks, failure to provide rest breaks, failure to pay hourly and overtime wages, failure to provide accurate wage statements, failure to timely pay all final wages, unfair competition, and a representative action claim for civil penalties PAGA. Plaintiffs allege that Phillips 66 failed to provide compliant meal and rest breaks, to record the start and end time of meal breaks actually taken, to compensate employees for donning and doffing personal protective equipment, and to pay all wages owed as a result of the practice of rounding time to the nearest quarter hour. On March 29, 2021, the Court entered an Order granting certification of two classes, an "Auto-Deduct Class" related to the alleged failure to record meal breaks actually taken and a "Rounding Class" related to the alleged unlawful rounding of time. The Court also appointed Plaintiffs as class representatives. On January 19, 2024, the Parties filed cross-motions for summary judgment or, alternatively, for partial summary judgment. On June 14, 2024, the Court issued its Order denying plaintiffs' motion in its entirety and granting in part and denying in part Phillips 66's motion. The Court has not granted judgment in favor of Plaintiffs on any of their claims.

Since 2017, the matter has been heavily litigated and after lengthy settlement negotiations with the assistance of two independent mediators, Plaintiffs and Phillips 66 agreed to settle the Action. The Parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The Court preliminarily approved the

Settlement on July 24, 2025 (the **"Date of Preliminary Approval"**).

Nothing in the Settlement is intended to be or will be considered an admission by Phillips 66 that Plaintiffs' claims in the Action have merit or that Phillips 66 owes compensation to Plaintiffs or Settlement Class Members for the conduct alleged in the Action. On the contrary, Phillips 66 denies any and all such liability.

C. WHO IS INCLUDED IN THIS CLASS ACTION?

The Settlement covers all current and former non-exempt or hourly paid employees who worked for Phillips 66 in California, and defines two groups of employees who are eligible to receive a settlement payment:

1. **Class Members** are those current and former non-exempt or hourly paid employees who worked at last one day any time from November 27, 2013 through April 10, 2026.

2. **PAGA Group Members** are those current and former non-exempt or hourly paid employees who worked at last one day any time from January 30, 2017, through April 10, 2026.

D. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

The Parties have reached a settlement whereby Phillips 66 will pay a **Gross Settlement Amount** of **$12,500,000** as an all-inclusive sum to pay all amounts contemplated in the Settlement.

The followings amounts will be deducted from the Gross Settlement Amount, subject to Court approval: (a) Service Enhancements — up to $10,000 to each Class Representative; (b) Class Counsel's attorneys' fees and litigation costs — up to one third of the Gross Settlement Amount ($4,166,666.67) in attorneys' fees, plus costs not to exceed $250,000; (c) reasonable administrator's costs incurred by the party administering the Settlement (the "**Settlement Administrator**"), not to exceed $$14,500; and (d) a $10,000.00 reserve fund for disputed, untimely, and self-identified claims. The balance of the Gross Settlement Amount eligible for distribution, as approved by the Court, is the **Net Settlement Fund**.

From the Net Settlement Fund, the Parties have agreed that $400,000 will be allocated to a **PAGA Settlement Fund,** of which 75% ($300,000) will be paid to the California Labor & Workforce Development Agency ("**LWDA**") and 25% ($100,000) will be paid to the PAGA Group Members and distributed based on their pay periods worked as a proportion of all pay periods worked by the PAGA Group Members. The remainder of the Net Settlement Fund is distributed to Class Members based on their workweeks worked as a proportion of all workweeks worked by Class Members.

The Settlement Agreement provides that employer and employee side taxes are paid from the Gross Settlement Amount and that any unclaimed funds will be sent to California's unclaimed property fund.

E. HOW MUCH WILL I RECEIVE?

Your Phillips 66 employment records indicate that you worked a total of [##] workweeks in a non-exempt or hourly paid position in California during the Class Period and are eligible for payment as a Class Member.

Also, Phillips 66's records indicate that you worked [##] pay periods in a non-exempt or hourly paid position in California during the PAGA Period and are eligible to receive payment as a PAGA Group Member.

Based on this information, assuming the Court approves the Settlement, and if you do not opt out of the Settlement, your individual share of the Class Settlement Fund will be approximately $______________.

Additionally, it is estimated that you will receive approximately $______________ as your individual share of the PAGA Settlement Fund.

F. WHAT CLAIMS ARE RELEASED?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, then you will release Phillips 66 and the **Releasees**[1] from the "**Released Class Claims**" — which means any and all claims, rights, liabilities, demands for restitution, penalties, civil penalties, fees, costs, damages, or any other form of relief, of every nature and description, of any and all kinds, whether arising in law, equity, contract or otherwise, whether known or unknown, that accrued or will accrue prior to the end of the Class Period, that were alleged or could have been alleged, based on the facts alleged in any of the pleadings that have been filed in the Action and in any notice provided to the LWDA by any Class Representative, including, but not limited to, claims for unpaid or underpaid overtime and double time, unpaid minimum wages, and unpaid wages, including failure to pay for donning and doffing, on-call time, reporting time pay, and off-the-clock work, failure to provide compliant meal and/or rest periods, failure to pay meal and/or rest period premiums at the regular rate of pay, failure to timely pay wages during employment and/or upon separation of employment, failure to provide compliant wage statements, failure to maintain payroll records, unreimbursed business expenses, unfair and unlawful business practices, and all claims for civil penalties or other remedies recoverable under Labor Code § 2698 *et seq.* (PAGA). The release shall include claims arising under California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 210, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 354, 408, 510, 512, 516, 553, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2804, 2810.3, 2810.5, the California Wage Orders, California Code of Regulations, Title 8, § 11000 *et seq.*, the Fair Labor Standards Act (29 U.S.C. Section 20, *et seq.*), and California Business & Professions Code § 17200 *et seq.*

<u>You have no options as to the PAGA portion of the Settlement.</u> ***You may not opt out or object***

[1] Releasees is defined as Phillips 66 Company and each of its past, present, and future parents, subsidiaries, divisions, and/or affiliated companies and entities, and each of its/their former and present directors, officers, shareholders, owners, members, managers, managing agents, attorneys, insurers, reinsurers, predecessors, successors, assigns, and legal representatives.

to the PAGA portion of this Settlement. Class Members who are also PAGA Group Members who opt out of this Settlement will release the **"PAGA Released Claims"** even if they submit a valid Request for Exclusion and will receive a check for their PAGA Group Member Amount if they are a PAGA Group Member. The PAGA Released Claims refer to any and all claims for civil penalties under PAGA, whether known or unknown, that has accrued or will accrue prior to the end of the PAGA Period, that were alleged or could have been alleged, based on the facts alleged in any of the pleadings that have been filed in the Action and in any notice provided to the LWDA by any Class Representative, including, but not limited to, claims for unpaid or underpaid overtime and double time, unpaid minimum wages, and unpaid wages, including failure to pay for donning and doffing, on-call time, reporting time pay, and off-the-clock work, failure to provide compliant meal and/or rest periods, failure to pay meal and/or rest period premiums at the regular rate of pay, failure to timely pay wages during employment and/or upon separation of employment, failure to provide compliant wage statements, failure to maintain payroll records, unreimbursed business expenses, and all claims for civil penalties or other remedies recoverable under Labor Code § 2698 *et seq.* (PAGA). The release shall include claims arising under California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 210, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 354, 408, 510, 512, 516, 553, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2804, 2810.3, 2810.5, the California Wage Orders, California Code of Regulations, Title 8, § 11000 *et seq.*

G. WHAT ARE MY OPTIONS?

1. **Do nothing which accepts your share of the Settlement and you will be bound by the release of all claims described above.** Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Settlement Administrator. You shall have one hundred and twenty (120) calendar days after mailing to cash your check. The Settlement Administrator will send out a reminder postcard thirty (30) days before this deadline. Replacement checks will be issued upon request until thirty (30) days after mailing of the reminder postcards, and you will have sixty (60) days to cash such replacement checks at which point they will be null and void.

2. **You may exclude yourself from the class action settlement, in which case you will not receive your share of the Net Settlement Amount and you will not be bound by the class action settlement.** You will, however, remain bound by the PAGA settlement for civil penalties on behalf of the State. If you choose to be excluded ("opt out"), you must send a written request for exclusion, by fax or by mail, to the Settlement Administrator at:

   Robbins v Phillips 66 PAGA Settlement Administrator
   c/o Xpand Legal Consulting
   PO Box 51570 Irvine, CA 92619
   classaction@xpandlegal.com
   Phone/Fax (888) 557-2773

   before June 23, 2026. In order to be considered valid, your request for exclusion must be timely sent and contain: (a) your full legal name; (b) a statement that the you desire to exclude yourself from the case; (c) the last four digits of your social security number and/or complete Phillips 66 employee ID; and (d) your signature or the signature of someone authorized to sign documents on your behalf. Should you change your mind, you may rescind your request for exclusion in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day prior to the final fairness hearing listed in Section H, below, or as otherwise ordered by the Court.

3. **You may object to the class action settlement.** You can ask the Court to deny approval of the Settlement by filing an objection by sending your written objection to the Court. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the Action will continue. If that is what you want to happen, you should object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection with the Court, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number *Dean A. Robbins, et al. v. Phillips 66 Company*, Case No. 3:16-cv-1854-RS, (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California, 94102, and (c) be filed or postmarked on or before June 23, 2026. Your objection should also contain your name, address, last four digits of your telephone number, explanation of the reason(s) for objecting, and be signed and dated by you and/or your counsel.

H. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a "Final Approval Hearing" on August 13, 2026 at 1:30pm. in Courtroom 3 on the 17th Floor of the United States Courthouse located at 450 Golden Gate Avenue, San Francisco, California 94102, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Final Approval Hearing may be postponed without further notice to Class Members. You may check the settlement website at https://www.xpandlegalcase.com/robbins-v-phillips-66 or the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscomts.gov to confirm that the Final Approval Hearing date has not been changed. You are not required to attend the hearing. Counsel for Plaintiffs and the Class will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you have submitted an objection, and indicated you intend to appear in the manner set forth above, you may appear at the hearing and be heard.

I. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

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J. GETTING MORE INFORMATION

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, or if you have questions about the Settlement, please see the Settlement Agreement available at https://www.xpandlegalcase.com/robbins-v-phillips-66 by contacting Class Counsel (see contact information above), by accessing the Court docket in this case, for a fee, through the Court's PACER system at https://ecf.cand.uscourts.gov, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California, 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

Dated: April 24, 2026

By Order of the Court