

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

JASEN BRUZEK, HOPE KOPLIN, and)
CHRISTOPHER PETERSON,)
individually and on behalf of all others)
similarly situated,)
))
Plaintiffs,)
v.)
))
HUSKY OIL OPERATIONS LTD. and)
SUPERIOR REFINING COMPANY LLC,)
))
Defendants.)

Case No. 18-cv-697
(Jury Trial Demanded)

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

RECITALS

Plaintiffs Jasen Bruzek, Hope Koplin, and Christopher Peterson (“Class Representatives”) have moved the Court for final approval of a proposed class action settlement with Defendants Superior Refining Company LLC and Husky Oil Operations Limited (“Defendants”) (collectively, the “Parties”), the terms and conditions of which are set forth in the Settlement Agreement filed with the Court on June 25, 2021 (the “Agreement”).

In addition to the docket and filings on record, the facts and procedural history of this case, as well as the terms of the settlement and the process of notifying Class Members, are more fully explained in the Court’s Order Granting Preliminary Approval of Class Action Settlement, which is incorporated herein by reference.

The Parties and the Claim Administrator have submitted evidence, which the Court accepts, showing the following: Notice was provided as set forth in the Notice Plan attached to the

Agreement and approved by the Court. It targeted likely Class Members through their known addresses and general geographic location. The notices pointed to, and all the online notices hyperlinked to, the Settlement Website, which contains a detailed class notice, including the procedures for Class Members to submit claims, exclude themselves, or object to the settlement, as well as a copy of the Agreement, motions and orders filed in connection with the settlement.

The Claims Administrator received a total of 16 timely and valid requests to opt out of the Class. The Claims Administrator received no objections to the settlement.

FINDINGS AND CONCLUSIONS

Having considered all matters submitted to it at the hearing on the motion and otherwise, including the complete record of this action, and good cause appearing therefore, the Court hereby finds and concludes as follows:

1. The capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Agreement and the Order Granting Preliminary Approval of Class Action Settlement, except as may otherwise be ordered.

2. The Court has jurisdiction over this case, over all claims raised therein, all Parties thereto, and Class Members.

3. The Parties and Claim Administrator complied in all respects with the Notice Plan set forth in the Agreement. The Court finds that the Notice Plan set forth in the Agreement, and effectuated pursuant to the Order Granting Preliminary Approval of Class Action Settlement, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Class of (1) the pendency of the Litigation; (2) the existence and terms of the Agreement; (3) Class Members' rights to make claims, exclude themselves, or object; and (4) the matters to be decided at the Final Approval Hearing. Further, the Notice Plan satisfied the

requirements of the Due Process Clause of the United States Constitution, Rule 23 of the Federal Rules of Civil Procedure, and applicable law.

4. A full and fair opportunity has been given to the Class Members to exclude themselves from the settlement or object to the terms of the settlement, and to otherwise participate in the Final Approval Hearing held on January 21, 2022. The Court has considered all submissions and arguments made at the Final Approval Hearing, and has determined, for all the reasons set forth in the Parties' submissions, that approval is merited.

5. The Court finds that the settlement is in all respects fair, reasonable, and adequate. The Court therefore finally approves the settlement for all the reasons set forth in the Motion for Final Approval including, but not limited to, the fact that the Agreement was the product of informed, arm's-length negotiations between competent, able counsel and conducted with the oversight and involvement of the Honorable Wayne R. Andersen (Ret.) of Chicago JAMS, an organization specializing in mediation, arbitration and alternative dispute resolution services; the record was sufficiently developed and complete through meaningful discovery and motion practice to have enabled counsel for the Parties to have adequately evaluated and considered the strengths and weaknesses of their respective positions; the Litigation involved disputed claims, and this dispute underscores the uncertainty and risks of the outcome in this matter; the settlement provides meaningful remedial, monetary benefits for the disputed claims; and the Parties were represented by highly qualified counsel who, throughout this case, vigorously and adequately represented their respective Parties' interests.

6. The Settlement is in the best interests of the Class in light of the degree of recovery obtained in relation to the risks faced by the Class in litigating the Class's claims. The relief provided to Class Members under the Agreement is appropriate as to the individual members of

the Class and to the Class as a whole. All requirements of statute, rule, and the Constitution necessary to effectuate the Settlement have been met and satisfied.

7. The Parties and the Claim Administrator shall continue to effectuate the Agreement in accordance with its terms.

8. By operation of this Final Judgment and Order, Class Members shall have unconditionally, completely, and irrevocably released and discharged the Released Parties from the Released Claims. “Released Parties” means Defendants and all entities and persons related to Defendants, including but not limited to their present, former, and future direct and indirect parent companies, affiliates, divisions, owners, predecessors-in-interest, subsidiaries, successors, and each and all of the aforementioned entities’ former, present, and future officers, directors, shareholders, partners, employees, agents, independent contractors, representatives, insurers, servants, attorneys, assignees, heirs, and executors, whether specifically named and whether or not participating in the settlement by payment or otherwise. “Released Claims” means any and all rights, duties, obligations, claims, actions, causes of action, or liabilities, whether arising under local, state, or federal law, whether by statute, regulation, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that arise out of or relate in any way to (a) allegations, claims, or contentions that were or could have been asserted in the Litigation; or (b) the April 26, 2018 Incident, including, but not limited to, any alleged negligence, trespass, nuisance, strict liability, or other tort liability on the part of Defendants. Released Claims specifically exclude any claims for personal injury. The Released Claims in all other respects shall be construed as broadly as possible, consistent with all applicable law, to effect complete finality over the Litigation.

9. Nothing herein shall bar any action or claim to enforce the terms of the Agreement.

10. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with the Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any Party of any fault, liability or wrongdoing of any kind whatsoever to any other Party. Neither the Agreement nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim made by the Class Members or Class Counsel, or of any wrongdoing or liability of the persons or entities released under this Final Judgment and Order and the Agreement, or (b) is or may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission of any of the persons or entities released under this Final Judgment and Order, in any proceeding in any court, administrative agency, or other tribunal. Defendants' agreement not to oppose the entry of this Final Judgment and Order shall not be construed as an admission or concession by Defendants that class certification was appropriate in the Litigation or would be appropriate in any other action. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with the Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever to any other Party. Neither the Agreement nor any act performed or document executed pursuant to or in furtherance of the Settlement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim made by the Class Members or Class Counsel, or of any wrongdoing or liability of the persons or entities released under the Agreement.

11. Except as provided in this Order, Class Representatives and Class Members shall take nothing against Defendants by their Complaint. The Court will decide Class Counsel's fee and cost petition by separate order.

12. This Order shall constitute a final judgment binding the Parties and Class Members with respect to this Litigation.

13. Without affecting the finality of the judgment hereby entered, the Court reserves jurisdiction over the implementation of the Agreement, including concerning the distribution of funds in the event settlement payments checks are not negotiated within one hundred and twenty (120) days of mailing. In the event the Effective Date does not occur in accordance with the terms of the Agreement, then any amounts paid into the Claimant and Notice Fund and any amounts paid for the Fee Award by separate Order shall be returned to Defendants, less any notice costs and reasonable, related administrative expenses paid or incurred as of the date of such order, the Agreement and any obligations thereunder shall be rendered void, and the Parties shall revert to their pre-settlement litigation positions.

14. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any provisions of the Agreement.

15. To compensate Class Representatives Jasen Bruzek, Hope Koplin, and Christopher Peterson for their efforts in prosecuting this Litigation and achieving this settlement on behalf of the Class, the Court orders payment of two thousand dollars (\$2,000.00) to each Class Representative. The payment shall be made from the Claimant and Notice Fund.

There is no just reason for delay in the entry of this Judgment, and immediate entry by the Clerk of the Court is expressly directed.

IT IS SO ORDERED this ____ day of _____, 2022.

HON. WILLIAM M. CONLEY
UNITED STATES DISTRICT JUDGE