

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (this “Agreement”) is entered into on June 24, 2021 between Plaintiffs Jasen Bruzek, Hope Koplín, and Christopher Peterson (“Class Representatives”), and Defendants Superior Refining Company LLC and Husky Oil Operations Limited (“Defendants”) (each, individual, a “Party,” and, collectively, the “Parties”).

1. RECITALS

1.1 On August 20, 2018, Class Representatives filed a complaint against Defendants in the United States District Court for the Western District of Wisconsin, captioned as *Bruzek v. Husky Oil Operations Ltd.*, Case No. 3:18-cv-697 (the “Litigation”). In the Litigation, Class Representatives alleged claims for negligence, nuisance, trespass, and strict liability arising from the April 26, 2018 explosion and fire at the Superior Refinery in Superior, Wisconsin, and the resulting evacuation of the surrounding area. Class Representatives sought to pursue claims on behalf of themselves and a class of all individuals over the age of 18 subject to the evacuation order. No allegations related to physical injury were or have been made by Class Representatives.

1.2 On February 19, 2021, the Court granted in part and denied in part Plaintiffs’ motion for class certification and granted Defendants’ motion for summary judgment as to Plaintiffs’ claims for injunctive relief related to the Defendants’ use of hydrofluoric acid at the Superior Refinery. In granting in part and denying in part the Plaintiffs’ motion for class certification, the Court certified a Rule 23(b)(3) class for the purposes of determining the Defendants’ liability, while reserving for individual hearings issues of causation and damages, since the distinct factual issues would appear to predominate over common ones.

2021 WL 664928, at *7 (W.D. Wis. Feb. 19, 2021). The certified class was defined as all persons over the age of 18 subject to the evacuation order declared on April 26, 2018 as a result of the Superior Refinery explosion and fire who seek compensation for economic loss or loss of use and enjoyment of their property, excluding personal injury damages.

1.3 Defendants deny all of Class Representatives' allegations and all claims of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged against them, in the Litigation. Defendants further deny that the evidence is sufficient to support a finding of liability or monetary or equitable relief to Class Representatives or any Class Member (as defined in Section 2.7 below).

1.4 Class Representatives and Class Counsel (defined in Section 2.7 below) have conducted an extensive examination of the facts and documents relating to the Litigation spanning the course of several years, including documents produced by Defendants, responses to written discovery requests, and depositions of Defendants' employees. The Parties have also engaged in expert discovery and have disclosed written reports of and deposed experts.

1.5 The Litigation, if it were to continue, would likely result in expensive and protracted litigation, appeals, and continued uncertainty as to outcome.

1.6 Subsequent to the filing of the Litigation, the Parties engaged in several rounds of settlement discussions beginning in the spring of 2020. On April 15, 2021, the Parties attended an all-day mediation with the Honorable Wayne R. Andersen (Ret.) of Chicago JAMS, an organization specializing in mediation, arbitration, and alternative dispute resolution services, and the Parties continued settlement discussions with Judge Andersen

thereafter. The Parties ultimately reached an agreement in May 2021. This Agreement was reached after protracted, arm's-length negotiations over several months.

1.7 Class Counsel has analyzed and evaluated the merits of all Parties' positions and this settlement as it affects all Parties and Class Members. Class Representatives and Class Counsel, after taking into account the foregoing, along with the risks and costs of the Litigation, have concluded that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Litigation and the prompt provision of effective relief to Class Members are in the best interests of Class Members.

1.8 Defendants—while continuing to deny all allegations of wrongdoing, disclaiming any and all liability with respect to any and all claims, and willing to litigate this matter to conclusion but for this settlement—consider it desirable to resolve the Litigation on the terms stated in this Agreement, in order to avoid further expense, inconvenience, and interference with ongoing business operations, and to dispose of burdensome litigation. Therefore, Defendants have determined that settlement of this Litigation on the terms set forth herein is in their best interests.

1.9 The Parties agree, subject to approval by the Court, that the Litigation shall be fully and finally compromised, settled, and released on the terms and conditions set forth in this Agreement.

1.10 This Agreement is contingent upon the issuance by the Court of both Preliminary Approval and Final Approval. Should the Court not issue Preliminary Approval and Final Approval, the Parties do not waive, and instead expressly reserve, all rights to prosecute and defend the Litigation.

1.11 This Agreement reflects a compromise between the Parties, and shall in no event be construed as or be deemed an admission or concession by any Party of the truth, or lack thereof, of any allegation, or the validity, or lack thereof, of any purported claim or defense asserted in any of the pleadings or filings in the Litigation, or of any fault on the part of any Defendant, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree to this Agreement, subject to Court approval, under the following terms and conditions.

2. DEFINITIONS

Capitalized terms in this Agreement shall be defined as follows:

2.1 “Claim Administrator” means, subject to Court approval, JND Legal Administration (“JND”), unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

2.2 “Claim Filing Deadline” means seventy-five (75) calendar days after the Notice Date.

2.3 “Claim Form” means a form in substantially the same form as Exhibit A hereto, to be used for Class Members to file claims for Settlement Benefits (as defined in Section 2.32).

2.4 “Claim Period” means the time period beginning on the Notice Date (as defined in Section 2.21) and continuing until the Claim Filing Deadline.

2.5 “Claimant and Notice Fund” is a fund from which the following payments will be made: (1) the costs of notice and claims administration, (2) Service Awards (defined in Section 2.31), and (3) payment of Class Members’ Valid Claims. The Claimant and Notice Fund shall under no circumstances ever exceed the Total Monetary Settlement Amount (defined in Section 2.35).

2.6 “Class Counsel” means the law firm of Zimmerman Reed LLP.

2.7 The “Class” means all persons over the age of 18 subject to the evacuation order declared on April 26, 2018 as a result of the Superior Refinery explosion and fire who seek compensation for economic loss or loss of use and enjoyment of their property, excluding personal injury damages. All persons within the Class are herein referred to as “Class Members.”

2.8 “Court” means the United States District Court for the Western District of Wisconsin.

2.9 “Court of Appeals” means the United States Court of Appeals for the Seventh Circuit or higher court.

2.10 “Defendants’ Counsel” means the law firms Sidley Austin LLP and Michael Best & Friedrich, LLP.

2.11 “Effective Date” means the later of: (a) the expiration of the time to appeal the Final Judgment and Order with no appeal having been filed; or (b) if any such appeal is filed, the termination of such appeal on terms that affirm the Final Judgment and Order or dismiss the appeal with no material modification of the Final Judgment and Order; and (c) the expiration of the time to obtain any further appellate review of the Final Judgment and Order.

2.12 “Excluded Persons” are (i) Defendants, their assigns, successors, and legal representatives; (ii) any judicial officer presiding over this matter and person within the third degree of consanguinity to such judicial officer; and (iii) any Class Members who timely exclude themselves from the Class.

2.13 “Exclusion Deadline” is the same date as the Claim Filing Deadline, and will be at least twenty-eight (28) days prior to the hearing on Final Approval.

2.14 “Fee Award” means any award of the Court to Class Counsel for their fees, costs, or expenses.

2.15 “Final Approval” means issuance of the Final Judgment and Order by the Court.

2.16 “Final Judgment and Order” means an order by the Court, substantially in the form of Exhibit D, granting final approval of this Agreement as binding upon the Parties; holding this Agreement to be final, fair, reasonable, adequate, and binding on all Class Members who have not excluded themselves; ordering that the settlement relief be provided as set forth in this Agreement; ordering the releases as set forth in Section 9 of this Agreement; entering judgment in this case; and retaining continuing jurisdiction over the interpretation, implementation, and enforcement of the settlement.

2.17 “Household” means any number of natural persons occupying the same dwelling unit.

2.18 The “Incident” means the explosion and fire at the Superior Refinery on April 26, 2018, as well as the resulting evacuation order issued by Douglas County Emergency Management requiring individuals to evacuate specified areas.

2.19 “Litigation” means the class action case styled as *Bruzek v. Superior Refining Co.*, W.D. Wis. Case No. 3:18-cv-697.

2.20 “Long-Form Notice” means the Court-approved form of notice to Class Members in substantially the same form as Exhibit B1.

2.21 “Notice Date” means the day on which the Claim Administrator mails the first Postcard Notice, which shall be no later than fourteen (14) days after the Preliminary Approval Order is entered by the Court.

2.22 “Notice Plan” means the procedure for providing notice to the class, as set forth in Exhibit B.

2.23 “Objection Deadline” is the same date as the Claim Filing Deadline, and will be at least twenty-eight (28) days prior to the hearing on Final Approval.

2.24 “Objector” means any Class Member who electronically files via the Court’s ECF system, or delivers to the Clerk of the Court by mail, express mail, or personal delivery, a timely written notice of objection.

2.25 “Postcard Notice” means the Court-approved form of notice to Class Members in substantially the same form as Exhibit B3.

2.26 “Preliminary Approval” means issuance of an order, substantially in the form of Exhibit C, or as the Court deems appropriate, granting preliminary approval to this Agreement as within the range of reasonableness such that Final Approval is possible; approving notice to the Class Members; and setting a hearing to consider Final Approval of the settlement and any objections thereto.

2.27 “Reimbursement Program” means the program through which Defendants paid for certain expenses incurred by community residents and businesses as a result of the Incident.

2.28 “Released Claims” means any and all rights, duties, obligations, claims, actions, causes of action, or liabilities, whether arising under local, state, federal, or foreign 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 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. Released Claims shall in all other respects be construed as broadly as possible as to the claims asserted, consistent with all applicable law, to effect complete finality over the Litigation.

2.29 “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.

2.30 “Releasing Parties” means Class Representatives and each Class Member who has not validly excluded himself or herself from the Class.

2.31 “Service Award” means a payment of two thousand dollars (\$2,000.00), subject to approval by the Court, payable to each of the Class Representatives to compensate

them for their efforts in prosecuting the Litigation (including sitting for a deposition) and achieving the benefits of this settlement on behalf of the Class.

2.32 “Settlement Benefits” means the benefits provided to Class Members as set forth in Section 4 of this Agreement.

2.33 “Settlement Website” means an internet website created and maintained by the Claim Administrator. The URL of the Settlement Website shall be provided in the language of the Long-Form Notice and Short-Form Notice.

2.34 “Short-Form Notice” means the Court-approved form of notice to Class Members in substantially the same form as Exhibit B2.

2.35 “Total Monetary Settlement Amount” means One Million, Fifty Thousand Dollars (\$1,050,000.00).

2.36 “Valid Claim” means a claim submitted in compliance with Section 4 of this Agreement.

3. CLAIMANT AND NOTICE FUND; ORDER OF PAYMENTS

3.1 Defendants hereby agree to pay the Total Monetary Settlement Amount, which shall comprise the entirety of the Claimant and Notice Fund. Aside from any Fee Award ordered by the Court, Defendants shall have no obligation to pay any amount other than the Total Monetary Settlement Amount by virtue of this Agreement. The order of payments made from the Claimant and Notice Fund will be as follows:

3.1.1 First, Service Awards will be paid to the Class Representatives.

3.1.2 Second, the total costs of notice and claims administration will be paid to the Claim Administrator from the Claimant and Notice Fund not to exceed \$169,000. Any

costs exceeding \$169,000 will not be paid from the Claimant and Notice Fund or by either Plaintiffs, Defendants, or their counsel.

3.1.3 Third, all Settlement Benefits will be paid to Class Members who have submitted a Valid Claim and are not Excluded Persons. Settlement Benefits will be one hundred and fifty dollars (\$150.00) per Class Member or three hundred dollars (\$300.00) per Household, subject to an offset for amounts previously paid for the Class Member through the Reimbursement Program.

3.1.4 If, after the payment of the Service Awards and all notice and claims administration costs, the amount in the Claimant and Notice Fund is more than the amount of the total Valid Claims submitted by Class Members, Settlement Benefits will be increased *pro rata*, not to exceed two hundred dollars (\$200.00) per Class Member or four hundred dollars (\$400.00) per Household, and subject to an offset for amounts previously paid for the Class Member through the Reimbursement Program.

3.1.5 Fourth, any amounts remaining in the Claimant and Notice Fund up to seventy-five thousand dollars (\$75,000.00) shall be disbursed *cy pres* to the Superior Douglas County Family YMCA.

3.1.6 Fifth, any remaining funds in the Claimant and Notice Fund after the *cy pres* disbursement described in Section 3.1.5 shall be used to offset the Fee Award.

3.1.7 Sixth and finally, any remaining funds in the Claimant and Notice Fund after payment of the Fee Award set out in Section 3.1.6 above shall be disbursed *cy pres* to the Superior Douglas County Family YMCA.

4. SETTLEMENT BENEFITS AND CLAIMS ADMINISTRATION

4.1 Subject to the rights and limitations set forth in this Agreement, every Class Member shall have the right to submit a Claim Form for Settlement Benefits. A claim shall be a Valid Claim only if submitted on the Claim Form pursuant to, and in compliance with, the procedures set forth herein. Submission of a Claim Form, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Class Member, or any other person, except as expressly provided herein.

4.2 At the election of the Class Member, Claim Forms may be submitted in paper via first class mail to the Claim Administrator or online at the Settlement Website. Claim Forms must be postmarked via U.S. mail or submitted online no later than the Claim Filing Deadline. Claim Forms postmarked via U.S. mail or submitted online after the Claim Filing Deadline will not be Valid Claims. Any Class Member who submits a Claim Form shall receive an email after submission confirming receipt of the Claim Form.

4.3 On the Claim Form, the Class Member, or a person with authority to sign and bind the Class Member, must provide and certify the truth and accuracy of the following information under penalty of perjury, including by signing the Claim Form physically or by e-signature, or the claim will not be considered a Valid Claim by the Claim Administrator:

4.3.1 The Class Member's name and current mailing address;

4.3.2 The Class Member's mailing address on April 26, 2018;

4.3.3 The Class Member's email address;

4.3.4 That the Class Member was subject to the evacuation order; and

4.3.5 Whether the Reimbursement Program paid any expenses or claims of a Class Member and the amount(s) of any payment(s) paid through the Reimbursement Program for the Class Member.

4.4 Each Class Member who submits a Valid Claim, as determined by the Claim Administrator, shall receive a Settlement Benefit of one hundred and fifty dollars (\$150.00), not to exceed three hundred dollars (\$300.00) per Household. To the extent that more than two people in a Household submit Valid Claims, the Claims Administrator shall pay the claims *pro rata* for each eligible Class Member in the Household, such that the total Settlement Benefit for the Household will not exceed \$300.00 or, in the circumstances outlined in Section 3.1.4, \$400.00. Any amounts already paid through the Reimbursement Program shall be deducted from the Settlement Benefits paid for that Class Member or the Class Member's Household. The Claim Administrator shall be responsible for allocating any payment previously made through the Reimbursement Program.

4.5 The Claim Administrator shall be responsible for, among other things, providing notice as set forth in the Notice Plan, processing Claim Forms, and administering the Settlement Website, exclusion process, and Settlement Benefit claims process described in this Agreement (including receiving and maintaining on behalf of the Court and the Parties any Class Member correspondence regarding requests for exclusion from the Class). The Claim Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Valid Claims. The Claim Administrator and Parties shall have the right to audit claims, and the Claim Administrator may request additional information from any Class Member who submits a Claim Form. If any fraud is detected or reasonably suspected, the Claim Administrator and Parties can require further

information from the Class Member, including but not limited to proof of residence on April 26, 2018, or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court (to the extent requested by the Parties or the Claim Administrator). Each Class Member will be afforded the opportunity to correct any deficiencies in the Claim Form, or provide requested residence information, within seven (7) days of being notified by the Claim Administrator of deficiencies. A deficiency does not include the failure to provide a phone number or to select a payment method on the Claim Form, unless such failures make it impracticable for JND to process the Claim (including whether a claim was previously paid).

4.6 No later than fourteen (14) days after the Claim Filing Deadline, the Claim Administrator shall provide a declaration to the Court regarding the number and dollar amount of claims received to date.

4.7 The determination of the validity of claims shall occur within fourteen (14) days of the end of the Claim Period. The Claim Administrator shall approve or deny all claims, and its decision shall be final and binding, except that Class Counsel and Defendants shall have the right to audit claims and to challenge the Claim Administrator's decision by motion to the Court. Class Counsel's or Defendants' choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Forms, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by the Party as to any of its audit and other rights under this Agreement. No person shall have any claim against Class Representatives, Defendants, Class Counsel, Defendants' Counsel, or the Claim Administrator based on any determination of a Valid Claim, distributions, or awards made in accordance with this

Agreement and the Exhibits hereto. Neither Class Representatives nor Defendants, nor their counsel, shall have any liability whatsoever for any act or omission of the Claim Administrator.

4.8 Within sixty (60) days after the Effective Date, the Claim Administrator shall notify by email or mail all Class Members whose claims are denied and the reason(s) for denial, using the email or mailing address (if any) provided by the Class Member on the Claim Form. If no email or mailing address is provided by the Class Member on the Claim Form, the Administrator shall not have an obligation to provide the Class Member any notification of the denial of the claim or the reasons for denial.

4.9 Valid Claims shall be paid by check or electronic payment to the Class Member and mailed to the address provided on the Claim Form, or paid to the account provided, within thirty (30) days after the Effective Date.

4.10 All settlement checks shall be subject to a one hundred twenty (120)-day void period, after which the checks shall no longer be negotiable. If a settlement check is not negotiated, the Class Member shall not be entitled to any further payment under this Agreement. The return or failure to cash checks shall have no effect on a Class Member's release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect.

4.11 No deductions for taxes will be taken from any Settlement Benefit at the time of distribution. Class Members are responsible for paying all taxes due, if any, on such Settlement Benefits. To the extent this Agreement, or any of its Exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue,

such advice is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

5. NOTICE

5.1 Prior to the Notice Date, the Claim Administrator shall establish the Settlement Website, which shall contain the Long-Form Notice in both downloadable PDF format and HTML format with a clickable table of contents; answers to frequently asked questions; a contact information page that includes the address for the Claim Administrator and addresses and telephone numbers for Class Counsel and Defendants' Counsel; this Agreement; the signed order of Preliminary Approval; a downloadable and online version of the Claim Form; instructions regarding how Class Members may exclude themselves from the Class; and (when they become available) the motion for Final Approval and a Service Award for the Class Representatives, and Class Counsel's application(s) for attorneys' fees and costs.

5.2 The Settlement Website shall remain accessible until one hundred eighty (180) days after all Settlement Benefits are distributed.

5.3 Notice shall be provided as set forth in the Notice Plan.

5.4 The Parties shall supervise the Claim Administrator in the performance of the notice functions set forth in this Section 5.

5.5 Defendants shall comply with the notice requirements of 28 U.S.C. § 1715.

5.6 At least fourteen (14) days prior to the Final Approval hearing, the Claim Administrator shall certify to the Court that it has complied with the Notice Plan.

5.7 All notice and claims administration costs incurred pursuant to this Agreement shall be paid from the Claimant and Notice Fund.

5.8 The Long-Form Notice shall advise Class Members of their rights to forego the benefits of this settlement and pursue an individual claim; to object to this settlement individually or through counsel; and to appear at the Final Approval hearing.

6. SERVICE AWARD TO CLASS REPRESENTATIVES

6.1 At least fourteen (14) days prior to the hearing on Final Approval, Class Representatives may apply to the Court for a Service Award up to two thousand dollars (\$2,000.00) to each Class Representative, not to exceed six thousand dollars (\$6,000.00) total, as compensation for (a) the time and effort undertaken in and risks of pursuing this Litigation, including the risk of liability for the Parties' costs of suit, and (b) the general release set forth in Section 9 herein. Such Service Award shall be deducted from the Claimant and Notice Fund, in accordance with Section 3.1.1. Within seven (7) days after the Effective Date, any Court-approved Service Award shall be caused to be paid by the Claim Administrator from the Claimant and Notice Fund as part of the claims process.

6.2 Any payment of a Service Award by the Defendants shall be the total obligation of Defendants to pay money to the Class Representatives, in connection with the Litigation and this settlement, other than amounts due to any Class Representatives for a Valid Claim submitted pursuant to Section 4 of this Agreement. In no event shall Defendants be obligated to pay to Class Representatives or Class Members any amount larger than the amount specified in Section 6.1, other than for a Valid Claim pursuant to Section 4 of this Agreement.

7. CLASS COUNSEL'S ATTORNEYS' FEES AND EXPENSES

7.1 At least 28 days prior to the hearing on Final Approval, Class Counsel may apply to the Court for an award from Defendants of their fees, as approved by the Court, and may also apply to the Court for reimbursement of Class Counsel's costs and expenses.

Defendants agree that Class Counsel is entitled to reasonable attorneys' fees and expenses separate and apart from the Claimant and Notice Fund, and shall not oppose Class Counsel's entitlement to attorneys' fees and expenses in their entirety. Provided, however, that any Fee Award will be paid in whole or in part from the Claimant and Notice Fund, if funds remain in the Claimant and Notice fund pursuant to Section 3.1.6. Moreover, Defendants reserve the right to oppose the amount requested by Class Counsel by way of written submission in opposition to Class Counsel's application for the Fee Award and may also oppose the amount requested at any oral argument held by the Court. Defendants' response to Class Counsel's application for fees and expenses will be due no earlier than the later of: (a) 21 days after Class Counsel's application is filed, or (b) 21 days after the close of the Claim Period and receipt of the final claims information from the Administrator.

7.2 Defendants agree to pay the Fee Award within thirty (30) days of the exhaustion or expiration of all appeal rights related to the Fee Award.

7.3 The amount of the Fee Award shall be the total obligation of Defendants to pay attorneys' fees, costs, and expenses of any kind to Class Counsel in connection with this Litigation and this settlement.

7.4 Class Counsel and Class Representatives agree that the denial, downward modification, failure to grant the application for Fee Award, failure to grant the Service Award, or the reversal or modification on appeal of any such Awards, shall not constitute grounds for modification or termination of the settlement.

7.5 Defendants shall be responsible for paying their own attorneys' fees and expenses.

8. CLASS SETTLEMENT PROCEDURES

8.1 **Preliminary Approval.** Class Counsel shall move for an order granting Preliminary Approval to this Agreement (the “Preliminary Approval Order”) and Defendants shall file a pleading supportive of the settlement seven (7) days after. Defendants shall appear at the Preliminary Approval hearing, if any, to confirm their agreement with the terms of the settlement as provided herein. A copy of the form of the proposed Preliminary Approval Order agreed to by the Parties is attached as Exhibit C hereto.

8.2 **Objections.** If any Class Member wishes to object to the settlement, the Class Member must deliver to the Clerk of the Court by mail, express mail, personal delivery, or electronically filed via the Court’s ECF system, a written notice of objection. To be timely, the objection must be *received by* the Clerk of the Court prior the Objection Deadline. Each objection must include: (i) the case name *Bruzek v. Superior Refining Co.*, and the case number 18-cv-697 (WMC); (ii) the name, address, telephone number, and email address of the Objector; (iii) the name, address, telephone number, and email address of all counsel (if any) who represent the Objector; (iv) documents or testimony sufficient to establish membership in the Class; (v) a detailed statement of any objection asserted, including the grounds for the objection stated with specificity; (vi) whether the Objector is, and any reasons for, requesting the opportunity to appear and be heard at the Final Approval hearing; (vii) the identity of all counsel (if any) representing the Objector who will appear at the Final Approval hearing and, if applicable, a list of all persons who will be called to testify in support of the objection; (viii) copies of any papers, briefs, or other documents upon which the objection is based; (ix) a detailed list of any other objections submitted by the Objector, or the Objector’s counsel, to any class actions submitted in any state or federal court in the United States in the previous

five years (or affirmatively stating that no such prior objection has been made); (x) statement of whether the objection applies only to the Objector, to a specific subset of the class, or to the entire class; and (xi) the Objector's signature, in addition to the signature of the Objector's attorney (if any)—an attorney's signature alone shall not be deemed sufficient to satisfy this requirement. Failure to include documents or testimony sufficient to establish membership in the Class shall be grounds for overruling the objection, striking the objection, or both, to the extent consistent with applicable law, on grounds that the Objector lacks standing to make the objection. Failure to include any of the information or documentation set forth in this Section also shall be grounds for overruling an objection to the extent consistent with applicable law.

8.3 An Objector may also submit a Claim Form on or before the Claim Filing Deadline, which shall be processed in the same way as all other Claim Forms. A Class Member shall not be entitled to an extension to the Claim Filing Deadline merely because the Class Member has also submitted an objection.

8.4 Any Party may submit a response to any objection to the Court within fourteen (14) days of the Objection Deadline.

8.5 **Opt Outs.** If any Class Member wishes to be excluded from (in other words, opt out of) this settlement, the Class Member may do so by submitting a signed written request to the Claim Administrator, as described in the Long-Form Notice, stating that the Class Member wishes to be excluded from the settlement. Requests to exclude must be *postmarked by* the Exclusion Deadline or they shall not be valid. Class Members who elect to exclude themselves from the settlement shall not be permitted to object to this settlement or to intervene.

8.6 Within fourteen (14) days of the end of the Claim Period, the Claim Administrator shall prepare a declaration listing of the names of the persons who have excluded themselves from the Class in a valid and timely manner, and Class Counsel shall file that list with the Court.

8.7 If a Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

8.8 Class Representatives hereby agree not to request to exclude themselves from the Class. Any such request shall be void and of no force or effect.

8.9 The proposed Preliminary Approval Order and Long-Form Notice will provide that any Class Members wishing to object or exclude themselves who fail to properly or timely file or serve any of the requested information or documents will be precluded from doing so.

8.10 **Final Approval.** Within fourteen (14) days of the end of the Claim Period, Class Counsel and Class Representatives shall move for entry of an order of final judgment (“the Final Judgment and Order”), granting Final Approval of this settlement. A copy of the form of the proposed Final Judgment and Order agreed to by the Parties is attached hereto as Exhibit D.

8.11 Defendants shall have no obligation to make separate filings in support of the motion for Final Approval, but may do so if they so desire. Defendants shall appear at the hearing to confirm their agreement with the terms of the settlement as provided herein.

8.12 The Final Judgment and Order shall be deemed final on the Effective Date.

8.13 If the Court does not finally approve the Settlement, or if the Settlement is reversed or rendered void as a result of an appeal, any amounts paid into the Claimant and Notice Fund and any amounts paid for the Fee Award 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. In the event that the Court does not finally approve the Settlement, the Parties have reserved all rights regarding the merits. In the event that the Court does not approve the Agreement, the Parties agree to meet and confer on an appropriate case management schedule to be approved by the Court.

8.14 Defendants shall have no obligation to make any payments under this Agreement until the Court enters a Preliminary Approval Order. Once the Preliminary Approval Order is entered and before the Effective Date, Defendants shall pay reasonable notice costs and any administrative costs that must be incurred prior to the Effective Date. Except as otherwise provided herein, all Settlement Benefit payments will be made as expeditiously as possible but in no event any later than thirty (30) days after the Effective Date. Defendants shall make any *cy pres* donations within sixty (60) days after the Effective Date.

8.15 **Option to Withdraw.** Either Defendants or Class Counsel, on behalf of the Class Members, shall have the option to withdraw from the Agreement, and thereby render this Agreement null and void, if (a) the Court fails to give Preliminary Approval to any portion of the Agreement or any aspect of the Agreement that would affect the benefits provided to Class Members, the cost to or burden on Defendants, the content or extent of notices to Class Members, or the scope of any of the releases contemplated in this Agreement; (b) the Court

fails to give Final Approval to any portion of the Agreement or any aspect of the Agreement that would affect the benefits provided to Class Members, the cost to or burden on Defendants, or the scope of any of the releases contemplated in this Agreement; or (c) upon such other grounds as may be agreed to by the Parties or permitted by the Court. In addition, Defendants have the option to withdraw from the Agreement if more than 150 members of the Class opt out of the Agreement.

8.16 In the event that (a) either Party withdraws from the Agreement pursuant to Section 8.15; (b) the Agreement, Preliminary Approval Order, and Final Judgment and Order are not approved in all material respects by the Court, as set forth in Section 8.15; or (c) this Agreement, Preliminary Approval Order, or Final Judgment and Order are reversed, vacated, or modified in any material respect by this or any other Court, then: (i) this Agreement shall become null and void; (ii) Defendants shall cease to have any obligation to pay any of the amounts set forth in this Agreement, except for all notice and administrative costs incurred as of the date the Claim Administrator is notified that the Agreement has become null and void; (iii) the Litigation may continue; and (iv) any and all orders entered pursuant to the Agreement shall be deemed vacated; provided, however, that if the Parties hereto agree to appeal jointly any ruling and the Agreement and Final Judgment and Order are upheld on appeal, then the Agreement and Final Judgment and Order shall be given full force and effect according to their terms.

9. RELEASES

9.1 Upon Final Approval, the Releasing Parties hereby fully, finally, and forever release, relinquish, and discharge the Released Parties from all Released Claims.

9.2 The Releasing Parties acknowledge that they may have claims that are currently unknown and that the release in Section 9.1 is intended to and will fully, finally, and forever discharge all Released Claims, whether now asserted or unasserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed or may hereafter exist, which, if known, might have affected their decision to enter into this release. Each Releasing Party shall be deemed to waive any and all provisions, rights, and benefits conferred by any law of the United States, any state or territory of the United States, or any state or territory of any other country, or any other applicable jurisdiction, or principle of common law or equity, which governs or limits a person's release of unknown claims. In making this waiver, the Releasing Parties understand and acknowledge that they may hereafter discover facts in addition to or different from those that are currently known or believed to be true with respect to the subject matter of the Released Claims, but agree that they have taken that possibility into account in reaching this Agreement and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Releasing Parties expressly assume the risk, they fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts.

9.3 It is a further part of the consideration hereof and is the intention of the Releasing Parties, and Released Parties, and each of them, in executing the above releases, that the same shall be effective as a bar to any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, commissions, obligations, debts,

expenses, attorneys' fees, litigation costs, damages, judgments, orders, and liabilities related to the above releases.

9.4 This Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties hereto, and neither this Agreement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Agreement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, or defense, or of any point of fact or law (including but not limited to matters respecting class certification) on the part of any Party. Defendants expressly deny the allegations of the Complaint in the Litigation. Neither this Agreement, nor the fact of settlement, nor the settlement proceedings, nor settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by the Released Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate, interpret, or enforce this Agreement. The Released Parties may file the Agreement, the Final Approval order, or both, in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10. ADDITIONAL PROVISIONS

10.1 Best Efforts. Subject to the limitations expressed herein, the Parties' counsel shall use their best efforts to cause the Court to give Preliminary Approval to this Agreement and settlement, to take all steps contemplated by this Agreement to effectuate the settlement

on the stated terms and conditions, to cooperate in addressing any objections, and to obtain Final Approval of this Agreement. If the Court requires changes to the Agreement as a prerequisite to Preliminary Approval or Final Approval, the Parties shall negotiate in good faith regarding such changes.

10.2 Media. To avoid contradictory, incomplete or confusing information about the settlement during the Claim Period, the Parties agree that if they make any written press releases or statements to the media about the settlement before the conclusion of the Claim Period, such releases or statements will be approved by the Parties in advance and, where desired by the other Party, made jointly.

10.3 Non-Disparagement. Except as may be contrary to Rule 5.6 of the Wisconsin Supreme Court Rules of Professional Conduct for Attorneys in the event that it impinges on the ability of Class Counsel to practice law and to fully and vigorously represent any present or future clients, Class Representatives and Class Counsel shall make no statements, including statements to the press or any other public statements, that disparage Defendants or any Released Party regarding this Agreement or Litigation or the subject matter thereof, or accuse Defendants or any Released Party of any wrongdoing regarding this Agreement or the Litigation or the subject matter thereof.

10.4 Changes of Time Periods. The time periods and dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Class Counsel and Defendants' Counsel, without notice to Class Members except that the Claim Administrator shall ensure that such dates are posted on the Settlement Website.

10.5 Time for Compliance. All time periods set forth herein shall be computed in calendar days unless otherwise specified. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

10.6 Governing Law. This Agreement is intended to and shall be governed by the laws of the State of Wisconsin, without regard to conflicts of law principles.

10.7 Entire Agreement. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms as between the Parties hereto, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving this Agreement. Any amendment or modification of the Agreement must be in writing signed by each of the Parties and their counsel.

10.8 Advice of Counsel. The determination of the terms of, and the drafting of, this Agreement have been by mutual agreement after an arm's length negotiation, with consideration by and participation of all Parties hereto and their counsel. The presumption that uncertainties in a contract are interpreted against the drafter, *see Walters v. Nat'l Properties, LLC*, 699 N.W.2d 71, 75 (Wis. 2005), is hereby waived by all Parties.

10.9 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Parties hereto.

10.10 No Waiver. The waiver by any Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

10.11 Execution in Counterparts. This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts and by fax or electronic mail, including by way of encrypted signature software such as DocuSign, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

10.12 Captions. Captions and section numbers herein are inserted merely for the reader's convenience, and in no way define, limit, construe, or otherwise describe the scope or intent of the provisions of this Agreement.

10.13 Enforcement of this Agreement. The Court shall retain jurisdiction to enforce, interpret, and implement this Agreement. All Parties hereto submit to the jurisdiction of the Court for these purposes.

10.14 Representation by Class Counsel. Class Counsel represent that, except as to the claims subject of this Agreement, they have not been retained to file a lawsuit nor agreed to serve as co-counsel in a lawsuit against Defendants arising out of the Incident.

10.15 Notices. All notices to the Parties or counsel required by this Agreement, shall be made in writing and communicated by mail and fax or email to the following addresses:

If to Plaintiffs or Class Counsel:

J. Gordon Rudd, Jr.

ZIMMERMAN REED LLP
1100 IDS Center

80 South 8th Street
Minneapolis, Minnesota 55402
Telephone: (612) 341-0400
Facsimile: (612) 341-0844
Email: gordon.rudd@zimmreed.com;

If to SRC's Counsel:

Kara L. McCall
Collen M. Kenney
SIDLEY AUSTIN LLP
1 South Dearborn Street
Chicago, Illinois 60603
Telephone: (312) 853-7000
Facsimile: (312) 853-7036
Email: kmccall@sidley.com; ckenney@sidley.com

and

Joseph L. Olson
Michael Best & Friedrich, LLP
790 N. Water Street, Ste. 2500
Milwaukee, Wisconsin 53202
Telephone: (414) 277-3465
Facsimile: (414) 277-0656
Email: jolson@michaelbest.com

10.16 Protective Orders. All orders and designations regarding the confidentiality of documents and information ("Protective Orders") remain in effect, and all Parties and counsel remain bound to comply with the Protective Orders, including the provision to certify the destruction of "Confidential" documents.

10.17 No Rescission on Grounds of Mistake. The Parties acknowledge that they have made their own investigations of the matters covered by this Agreement to the extent they have deemed it necessary to do so. Therefore, the Parties agree that they will not seek to set aside any part of this Agreement on the grounds of mistake. Moreover, the Parties understand, agree, and expressly assume the risk that any fact not recited, contained, or embodied in this Agreement may turn out hereinafter to be other than, different from, or

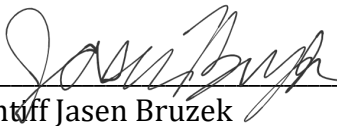
contrary to the facts now known to them or believed by them to be true, and further agree that this Agreement shall be effective in all respects notwithstanding and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

10.18 Amendment. This Agreement may be amended or modified only by a written instrument signed by the Parties or their counsel. Amendments and modifications may be made without notice to the Class Members unless notice is required by law or by the Court.

10.19 Integration of Exhibits. The exhibits to this Agreement are an integral and material part of the settlement and are hereby incorporated and made a part of this Agreement. Again, any presumption that uncertainties are interpreted against the drafter is hereby waived by all Parties.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the last date it is executed by all of the undersigned.

Dated: 06/16/2021


Plaintiff Jasen Bruzek

Dated: _____

Plaintiff Hope Koplin

Dated: _____

Plaintiff Christopher Peterson

Dated: _____

ZIMMERMAN REED LLP

By: _____
J. Gordon Rudd, Jr.
Plaintiffs' and Class Counsel

contrary to the facts now known to them or believed by them to be true, and further agree that this Agreement shall be effective in all respects notwithstanding and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

10.18 Amendment. This Agreement may be amended or modified only by a written instrument signed by the Parties or their counsel. Amendments and modifications may be made without notice to the Class Members unless notice is required by law or by the Court.


10.19 Integration of Exhibits. The exhibits to this Agreement are an integral and material part of the settlement and are hereby incorporated and made a part of this Agreement. Again, any presumption that uncertainties are interpreted against the drafter is hereby waived by all Parties.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the last date it is executed by all of the undersigned.

Dated: _____

Plaintiff Jasen Bruzek

Dated: 06/21/2021



Plaintiff Hope Koplin

Dated: _____

Plaintiff Christopher Peterson

Dated: _____

ZIMMERMAN REED LLP

By: _____

J. Gordon Rudd, Jr.
Plaintiffs' and Class Counsel

contrary to the facts now known to them or believed by them to be true, and further agree that this Agreement shall be effective in all respects notwithstanding and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

10.18 Amendment. This Agreement may be amended or modified only by a written instrument signed by the Parties or their counsel. Amendments and modifications may be made without notice to the Class Members unless notice is required by law or by the Court.

10.19 Integration of Exhibits. The exhibits to this Agreement are an integral and material part of the settlement and are hereby incorporated and made a part of this Agreement. Again, any presumption that uncertainties are interpreted against the drafter is hereby waived by all Parties.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the last date it is executed by all of the undersigned.

Dated: _____

Plaintiff Jasen Bruzek

Dated: _____

Plaintiff Hope Koplin

Dated: 06/16/2021



Plaintiff Christopher Peterson

Dated: _____

ZIMMERMAN REED LLP

By: _____

J. Gordon Rudd, Jr.
Plaintiffs' and Class Counsel

contrary to the facts now known to them or believed by them to be true, and further agree that this Agreement shall be effective in all respects notwithstanding and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

10.18 Amendment. This Agreement may be amended or modified only by a written instrument signed by the Parties or their counsel. Amendments and modifications may be made without notice to the Class Members unless notice is required by law or by the Court.

10.19 Integration of Exhibits. The exhibits to this Agreement are an integral and material part of the settlement and are hereby incorporated and made a part of this Agreement. Again, any presumption that uncertainties are interpreted against the drafter is hereby waived by all Parties.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the last date it is executed by all of the undersigned.

Dated: _____

Plaintiff Jasen Bruzek

Dated: _____

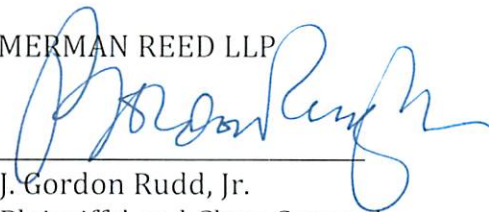
Plaintiff Hope Koplin

Dated: _____

Plaintiff Christopher Peterson

Dated: June 21, 2021

ZIMMERMAN REED LLP

By: 

J. Gordon Rudd, Jr.
Plaintiffs' and Class Counsel

Dated: June 24, 2021



SUPERIOR REFINING COMPANY LLC
BY: Scott C. Howard
ITS: Vice President

Dated: June 24, 2021



HUSKY OIL OPERATIONS LIMITED
BY: Jeffrey R. Hart
ITS: EVP/CFO