

THE AMOUNT CLAIMED
EXCEEDS \$10,000.00.

Case Code: 30107

Case No.: _____

Plaintiffs,

vs.

HUSKY, ENERGY, INC.
707 8th Avenue SW
Calgary, Alberta, Canada
T2P 1H5

HUSKY ENERGY U.S. HOLDINGS INC.
1209 N. Orange Street
Wilmington, Delaware 19801-1120

HUSKY SUPERIOR REFINING HOLDING CORP.
2407 Stinson Avenue
Superior, Wisconsin 54880-4486

DUNTA PICKETT
11711 Shady Lane
Houston, Texas 77088

THEODORE JACKSON II
9015 Dixie Lane
Needville, Texas 77461

VINCENT MINELLO
230 TC Jester Blvd, Apt 159
Houston, Texas 77007

FERNANDO FLORES
6802 Rustic Peacon Lane
Houston, Texas 77049

KEVIN JOHNSON
52750 H. Lewis Street
Plaquemine, Louisiana 70764

BRANDON WALLACE
22906 Spring Willow
Tomball, Texas 77375

RYAN COOPER
3301 Kathryn Circle
Pasadena, Texas 77503

SUPERIOR REFINING COMPANY LLC
5550 Blazer Parkway
Dublin, Ohio 43017

CALUMET SPECIALTY PRODUCTS PARTNERS LP
2780 Waterfront Parkway East Drive, Suite 200
Indianapolis, Indiana 46214-2030

CALUMET LUBRICANTS CO. LP
2780 Waterfront Parkway East Drive, Suite 200
Indianapolis, Indiana 46214-2030

CALUMET SUPERIOR LLC
2780 Waterfront Parkway East Drive, Suite 200
Indianapolis, Indiana 46214-2030

KOLIN SCHADE
4858 Adrian Lane
Hermantown, Minnesota 55811

JOHN O'BRIEN
64215 E. Ruth Lake Road
Iron River, Wisconsin 54847

Defendants.

COMPLAINT

Dunta Pickett, Theodore Jackson II, Vincent Minello, Fernando Flores, Kevin Johnson, Brandon Wallace, and Ryan Cooper (collectively "Plaintiffs"), by their attorneys Arnold & Itkin, LLP, make the following Complaint against Husky Energy, Inc.; Husky Energy U.S. Holdings, Inc.; Husky Superior Refining Holding Corp.; Superior Refining Company LLC; Calumet Specialty Products Partners LP; Calumet Lubricants Co. LP; Calumet Superior LLC; Kollin Schade; and John O'Brien (collectively "Defendants"), and would respectfully show the Court as follows:

1. Plaintiff Dunta Pickett is an adult resident of the State of Texas. He resides at 11711 Shady Lane, Houston, Texas 77088.
2. Plaintiff Theodore Jackson II is an adult resident of the State of Texas. He resides at 9015 Dixie Lane, Needville, Texas 77461.
3. Plaintiff Vincent Minello is an adult resident of the State of Texas. He resides at 230 TC Jester Blvd., Apt 159, Houston, Texas 77007.
4. Plaintiff Fernando Flores is an adult resident of the State of Texas. He resides at 6802 Rustic Peacon Lane, Houston, Texas 77049.
5. Plaintiff Kevin Johnson is an adult resident of the State of Louisiana. He resides at 52750 H. Lewis Street, Plaquemine, Louisiana 70764.
6. Plaintiff Brandon Wallace is an adult resident of the State of Texas. He resides at 22906 Spring Willow, Tomball, Texas 77375.
7. Plaintiff Ryan Cooper is an adult resident of the State of Texas. He resides at 3301 Kathryn Circle, Pasadena, Texas 77503.
8. Defendant Husky Energy, Inc. is a foreign corporation with its principal place of business located at 707 Eight Avenue SW, Calgary, Alberta, Canada, T2P 1H5. Husky Energy, Inc. can be served with process through its registered agent at CT Corporation System, 111 Eighth Avenue, New York, New York, 10011.
9. Defendant Husky Energy U.S. Holdings, Inc. is a corporation with principal place of business located at 1209 N. Orange Street, Wilmington, Delaware 19801. Husky Energy U.S.

PARTIES

Holdings, Inc. can be served with process through its registered agent at CT Corporation System,

1209 N. Orange Street, Wilmington, Delaware 19801.

10. Defendant Husky Superior Refining Holding Corp. is a corporation with its

principal place of business located at 2407 Stinson Avenue, Superior, Wisconsin 54880-4486. Husky Superior Refining Holding Corp. can be served with process through its registered agent

at CT Corporation, 1209 Orange Street, Wilmington, Delaware 19801.

11. Defendant Superior Refining Company LLC is a foreign limited liability company

with its principal place of business located at 5550 Blazer Parkway, Suite 200, Dublin, Ohio

43017. It is registered to do business in the State of Wisconsin. Superior Refining Company LLC can be served with process through its registered agent at CT Corporation System, 301 S.

Bedford Street, Suite 1, Madison, Wisconsin 53703.

12. Defendant Calumet Specialty Products Partners LP is a foreign limited

partnership with its principal place of business located at 2780 Watertown Parkway East Drive,

Suite 200, Indianapolis, Indiana 46214-2030. Calumet Specialty Products Partners LP can be served with process through its registered agent at CT Corporation System, 150 West Market

Street, Suite 800, Indianapolis, Indiana 46204.

13. Defendant Calumet Lubricants Co. LP is a domestic limited partnership with its

principal place of business located at 2780 Watertown Parkway East Drive, Suite 200,

Indianapolis, Indiana 46214-2030. Calumet Lubricants Co. LP can be served with process through its registered agent at CT Corporation System, 150 West Market Street, Suite 800,

Indianapolis, Indiana 46204.

14. Defendant Calumet Superior LLC is a foreign limited liability company with its

principal place of business located at 2780 Watertown Parkway East Drive, Suite 200,

20. On or about April 26, 2018, Plaintiffs were working at or near the Husky Superior Refinery ("Refinery") in Superior, Wisconsin. Upon information and belief, the Husky Superior

FACTUAL ALLEGATIONS

III.

19. Venue is proper in Douglas County pursuant to Wis. STAT. § 801.50(2)(a), as the county in which the claim arose.
18. This Court has personal jurisdiction over Defendants pursuant to Wis. STAT. § 801.05(1)(d), (3) because Defendants are engaged in "substantial and not isolated activities" within Wisconsin and this action claims injury to Plaintiffs arising out of acts and omissions within this State by Defendants.
17. This Court has subject matter jurisdiction over this matter because the injuries claimed arose out of events that occurred in the State of Wisconsin.

JURISDICTION AND VENUE

II.

16. Defendant John O'Brien is an individual and resident of Wisconsin who may be served with process at 64215 E. Ruth Lake Road, Iron River, Wisconsin 54847 or wherever he may be found.
15. Defendant Kollin Schade is an individual and resident of Minnesota who may be served with process at 4858 Adrian Lane, Hermantown, Minnesota 55811 or wherever he may be found.
Indiana 46204.
Indianapolis, Indiana 46214-2030. Calumet Superior LLC can be served with process through its registered agent at CT Corporation System, 150 West Market Street, Suite 800, Indianapolis,

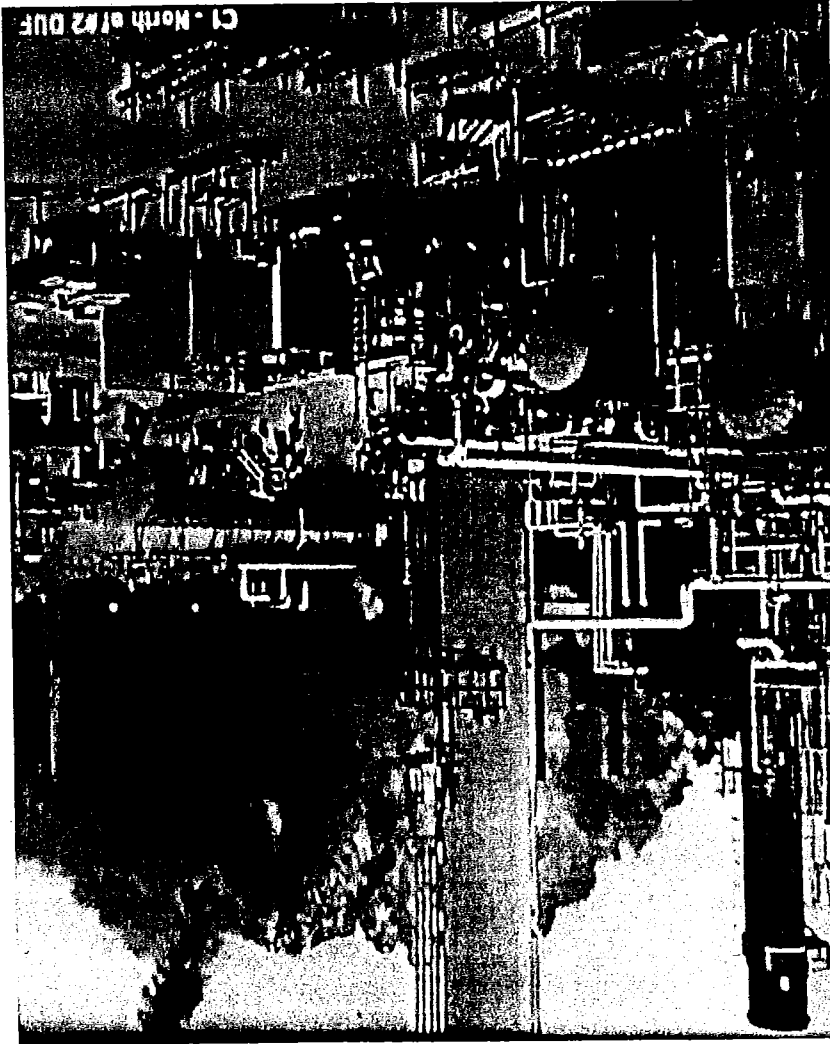
Refinery is owned, operated, and/or maintained either directly or indirectly by Husky Energy, Inc.; Husky Energy U.S. Holdings, Inc.; Husky Superior Refining Holding Corp.; and Superior Refining LLC (the "Husky Defendants").

21. Upon information and belief, the Husky Defendants purchased the Refinery from Calumet Specialty Products Partners, LP; Calumet Lubricants Co., LP; and Calumet Superior, LLC (the "Calumet Defendants"). While the Calumet Defendants owned, operated, and/or maintained the Refinery, they were fined by OSHA for violating code regulations relating to the operation of the Refinery. The Calumet Defendants sold and/or transferred the Refinery in an inadequate and/or unsafe condition.

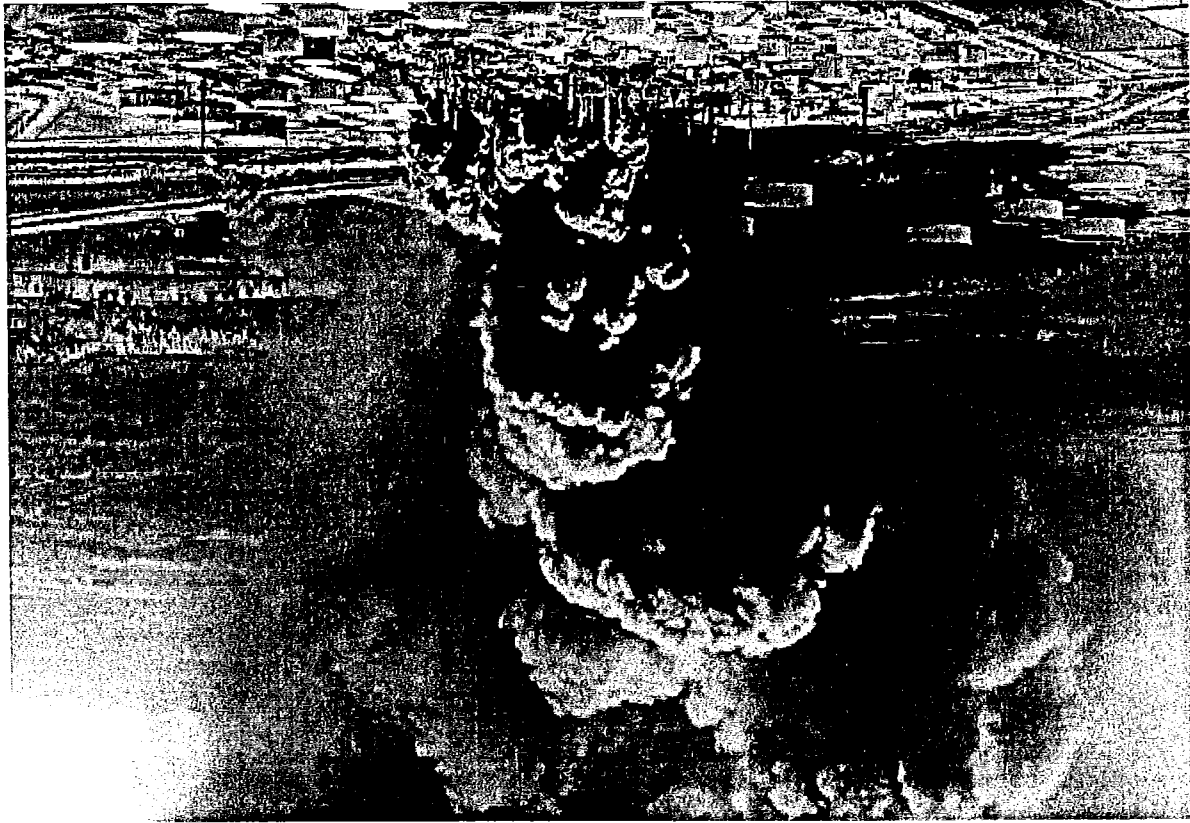
22. The Husky Defendants contracted with Plaintiffs' employers, Evergreen North America and Jamar Contractors, Inc., to provide workers to perform a turnaround for the Refinery. Specifically, the Refinery ceased operation temporarily and Plaintiffs performed extensive maintenance on the Refinery's machinery. The Husky Defendants issued permits to Plaintiffs to perform the turnaround.

23. On the day of the incident, Plaintiffs were performing their work for the turnaround as instructed by the Husky Defendants. The Refinery Manager, Defendant Kollin Schade, and the Safety & Security Manager, Defendant John O'Brien, oversaw the turnaround work being done at the Refinery on the day in question.

24. As they were performing their work, Plaintiffs heard a strange knocking noise. Plaintiffs and other employees rushed out of the Refinery, fearing that the Refinery was unsafe. However, the Husky Defendants' employees re-issued Plaintiffs' work permits and instructed them to return to the Refinery to continue the turnaround maintenance.



25. Approximately 30 to 45 minutes after Plaintiffs returned to their work, an explosion occurred in the Refinery, causing a continuous, fiery blaze. Plaintiffs were thrown to the ground and were showered with debris and shrapnel from the explosion. Plaintiffs were forced to run for their lives to escape the inferno. The explosion was so large that three schools, a hospital, and residents within a 3-mile radius of the Refinery had to be evacuated.
26. The following are photographs of the Refinery fire after the explosion occurred:



- a. Failed to provide a safe work place for Plaintiffs;
- b. Failed to warn Plaintiffs of the dangerous condition of the work area;
- c. Failed to properly secure and maintain refinery equipment;
- d. Failed to properly train its personnel and operators;
- e. Failed to provide adequate safety equipment for Plaintiffs;
- f. Failed to properly supervise their crew;
- g. Failed to provide proper instruction for the use of the equipment;
- h. Failed to provide proper instruction for the use of the equipment;
- i. Failed to detect that the equipment in question was inadequate and not fit for use;
- j. Violated applicable rules, standards, and regulations for the work being performed at the time of the incident;

Defendants:

- 29. Plaintiffs suffered severe injuries because of Defendants' negligence when
- 28. Plaintiffs repeat and re-allege each allegation contained above.

COUNT I - NEGLIGENCE AND GROSS NEGLIGENCE AGAINST ALL DEFENDANTS

IV.

27. Plaintiffs suffered substantial injuries and burns as a result of the incident. The intense and terrifying nature of Plaintiffs' injuries have also resulted in severe mental pain and anguish. As a result of their injuries, Plaintiffs have been required, and will continue to be required, to undergo substantial medical treatment.

32. Specifically, as a direct and proximate result of Defendants' negligent and grossly negligent acts and/or omissions, Plaintiffs suffered severe and debilitating injuries when an explosion and the ensuing inferno knocked them to the ground and debris from the explosion hit from their injuries.

Moreover, Plaintiffs have incurred and will incur pharmaceutical and medical expenses resulting suffered a loss of earnings in the past and will suffer a loss of future earning capacity as well. impairment, and mental pain and anguish will continue indefinitely. Plaintiffs have additionally mental pain and anguish. In all reasonable probability, Plaintiffs' physical pain, physical 31. Plaintiffs sustained severe, excruciating injuries to their bodies as well as extreme injuries.

each of those duties. These breaches were the cause-in-fact and proximate cause of Plaintiffs' 30. Defendants owed a duty to Plaintiffs consistent with the foregoing and breached p. Other acts deemed to be negligent and grossly negligent.

- transition of ownership;
- o. Failed to provide adequate supervisory services over the Refinery after the
- n. Failed to supervise the transition of ownership of the Refinery;
- was a dangerous condition within the Refinery;
- m. Re-issued and issued permits for work after noises were heard indicating there
- question was dangerous;
- l. Failure to warn Plaintiffs and others at the work site that the equipment in contributed to the incident;
- k. Violated other applicable rules, standards, and regulations for other work being performed in close proximity to the location of the incident that

them. Plaintiffs' injuries have required, and will likely continue to require, extensive medical treatment. In short, Plaintiffs have been damaged in a sum far exceeding the minimum jurisdictional limits of this Court.

33. Defendants are liable for their affirmative acts that caused injury to Plaintiffs. Specifically, Calumet Defendants knew of the hazardous nature of the Refinery when they sold and/or transferred the Refinery to Husky Defendants. Further, Husky Defendants and their employees knew of the hazardous nature of the Refinery on the day of the incident when the knocking sound occurred at the Refinery. Defendants' affirmative acts of re-issuing Plaintiffs' work permits and instructing them to continue the turnaround despite strange sounds emitting from the machinery were a direct and proximate cause of Plaintiffs' injuries. Additionally, Defendants affirmative acts substantially increased Plaintiffs' risk of injury.

34. Further, Defendants are liable to Plaintiffs because Defendants employed Plaintiffs to perform turnaround work that was extrahazardous and/or involved extrahazardous activities. Specifically, the risk of harm in performing this turnaround work and/or activities was unreasonably high no matter how carefully the work was undertaken. The hazards encountered by Plaintiffs were those not typically encountered during the work being performed.

35. Plaintiffs are also entitled to exemplary damages because the aforementioned actions and/or omissions of Defendants amount to gross negligence. Defendants were subjectively aware of the risks posed to Plaintiffs and proceeded in conscious indifference to Plaintiffs' safety and welfare. Also, Defendants' actions and/or inactions, viewed objectively, subjected Plaintiffs to an extreme degree of risk by requiring Plaintiffs to perform a turnaround on equipment that was not properly maintained and/or inspected to determine its hazardous nature.

41. The Husky Defendants owed a duty to Plaintiffs to provide a safe working environment pursuant to Wis. Stat. § 101.11. Specifically, the Husky Defendants owed Plaintiffs a duty greater than that of ordinary care imposed at common law to provide an

extra-hazardous condition safe.

either warn Plaintiffs of the unreasonably extra-hazardous condition, or make the unreasonably knowledge of the Husky Defendants and for their benefit. The Husky Defendants had a duty to

40. Plaintiffs were invitees who entered the Husky Defendants' premises with the

39. Plaintiffs did not have knowledge of the unreasonably extra-hazardous condition.

hazardous nature.

turnaround on equipment that was not properly maintained and/or inspected to determine its Defendants knew that it was unreasonably dangerous to require Plaintiffs to perform a have known of the unreasonable and extra-hazardous conditions. Specifically, the Husky conditions that existed, and the Husky Defendants had actual knowledge or reasonably should were working posed an unreasonable, extra-hazardous risk of harm due to the dangerous the Refinery where Plaintiffs were injured. The area where Plaintiffs and the other employees

38. At all material times, the Husky Defendants owned, occupied, and/or controlled

37. Plaintiffs repeat and re-allege each allegation contained above.

COUNT II - PREMISES LIABILITY AGAINST THE HUSKY DEFENDANTS

V.

36. Defendants' employees, agents, or representatives were present on the date of the incident and were aware of the work being performed and the manner in which it was being performed. Defendants are liable for negligent and grossly negligent acts of these employees, agents, or representatives through the theories of *respondent superior* and ratification.

each of those duties. These breaches were both the cause-in-fact and proximate cause of

46. Defendants owed Plaintiffs a duty consistent with the foregoing and breached

to, insomnia, nausea, and disruption of work and family relationships.

has caused them to experience physical manifestations of such distress including, but not limited

45. Plaintiffs experienced severe fear and anguish as a result of the explosion, which

witnessed the infliction of bodily injuries upon their co-workers.

and were forced to flee to avoid additional bodily injury or death. Plaintiffs also personally

Specifically, Plaintiffs personally witnessed and were victims of the explosion at the Refinery

and in addition to severe physical injuries, Plaintiffs have suffered severe emotional distress.

44. As a direct and proximate result of Defendants' negligent acts and/or omissions,

43. Plaintiffs repeat and re-allege each allegation contained above.

COUNT III - NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS

VI.

severe bodily injury to Plaintiffs. As such, Plaintiffs are entitled to recover exemplary damages.

Defendants' actions and/or inactions were done with a reckless disregard to a substantial risk of

Plaintiffs suffered severe injuries and are entitled to recover for them. Moreover, the Husky

of Plaintiffs' injuries. As a result of the Husky Defendants' negligence and gross negligence,

breached each of those duties. These breaches were both the cause-in-fact and proximate cause

42. The Husky Defendants owed Plaintiffs a duty consistent with the foregoing and

explosion and subsequent injuries.

Husky Defendants should have inspected and/or properly maintained the Refinery to prevent the

frequenters of the premises. The Refinery was hazardous, as evidenced by the explosion, and the

environment that is free from danger to the life, health, safety, or welfare of employees and

- Compensatory damages against Defendants;
- Actual damages;
- Consequential damages;
- Pain and suffering;
- Exemplary damages;
- Past and future mental anguish;
- Past and future impairment;

pray for relief and judgment, as follows:

Defendants in a total sum in excess of the minimum jurisdictional limits of this Court, plus pre-judgment and post-judgment interests, all costs of Court, and all other relief to which Plaintiffs may show themselves justly entitled. Plaintiffs affirmatively state that they seek damages and

48. WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray for judgment against

RELIEF

VIII.

their jury fee herewith.

47. Pursuant to Wis. STAT. § 805.01, Plaintiffs hereby demand a jury trial and submits

JURY TRIAL

VII.

damages.

Plaintiffs' injuries. As a result of Defendants' negligence and gross negligence, Plaintiffs suffered severe emotional distress and are entitled to recover for such distress. Moreover, Defendants' actions and/or inactions were done with a reckless disregard to a substantial risk of severe emotional distress to Plaintiffs. As such, Plaintiffs are entitled to recover exemplary

Pro Hac Vice Pending

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ARNOLD & ITKIN LLP

Respectfully Submitted,

- Past and future disfigurement;
- Past and future wage loss;
- Past and future economic loss;
- Past and future loss of earning capacity;
- Past and future medical costs;
- Interest on damages (pre-judgment and post-judgment) in accordance with the law;
- Costs of court;
- Expert witness fees;
- Cost of copies of depositions; and
- Such other and further relief as the Court may deem just and proper.

HANFT FRIDE
A Professional Association

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