

IN THE CIRCUIT COURT OF WRIGHT COUNTY, MISSOURI

STATE OF MISSOURI *ex rel.*)
Attorney General Chris Koster and)
Missouri Department of)
Natural Resources,)

Plaintiff,)

v.)

3-G PROCESSING, LLC, GRISHAM)
FARMS PRODUCTS, INC.,)
LEXIE GRISHAM, and)
RICK GRISHAM,)

Defendants.)

FILED

FEB 05 2016

WRIGHT CO.
CIRCUIT COURT
HARTVILLE, MO

Case No. 14WR-CC00053

Consent Judgment

The State of Missouri and Defendants assent to the entry of this Consent Judgment. The parties advised the Court that they consent to its terms for settlement purposes only, and they conditioned their consent upon the Court approving the document in its entirety.

The Court has read the State's original Petition for Injunctive Relief and Civil Penalties, which alleges that Defendants violated the Missouri Clean Water Law. The Court is satisfied that the provisions of this Consent Judgment are intended to resolve the issues raised by the original as well as the supplemental petition, and that the parties want to terminate this controversy by consenting to the entry of this judgment without trial. The Court retains jurisdiction over the parties and this matter in order to

enforce every term of this Consent Judgment.

The parties agree to the following.

1. Objectives. The objectives of the parties to this Consent Judgment are to protect human health and the environment and to resolve the allegations contained in the original and the supplemental petition.

2. Definitions. The terms used below shall have the same meaning as provided in the Missouri Clean Water Law and its implementing regulations. In addition, the following terms are specifically defined:

- a. "Consent Judgment" means this Consent Judgment;
- b. "Defendants" means 3G Processing, LLC, Grisham Farm Products, Inc., Rick Grisham, and Lexie Grisham;
- c. "Department" means the Missouri Department of Natural Resources;
- d. "Plaintiff" and "State" mean the State of Missouri;
- e. "Site" or "Facility" means the 3-G Processing LLC's plant located at 1801 Industrial Park Drive in Mountain Grove, Missouri.

3. Jurisdiction. Defendants consent to this Court's personal jurisdiction for purposes of executing and enforcing this Consent Judgment.

4. Parties Bound. The provisions of this Consent Judgment jointly and severally bind all parties to this action as well as their respective agents, servants, employees, heirs, successors, and assigns. Additionally,

these provisions bind all persons, firms, corporations and other entities who are, or who will be, acting in concert or privity with, or on behalf of the parties to this action or their agents, servants, employees, heirs, successors, and assigns. Defendants shall provide a copy of this Consent Judgment to all persons or entities retained to perform work required by its terms. Any change in ownership or corporate status of Defendants including, but not limited to, any transfer of assets or real or personal property shall not alter Defendants' responsibilities under this Consent Judgment.

5. **Modification.** The parties must agree in writing and must receive approval from the Court in order to modify or amend this Consent Judgment.

6. **Costs.** Defendants shall pay all court costs in this action.

I. Injunctive Relief

7. Defendants agree and are ordered to comply with the Missouri Clean Water Law and its implementing regulations for all future activities in the State of Missouri.

8. Defendants agree and are ordered to comply with all provisions in Missouri State Operating Permit No. MO-R30120 for as long as the permit remains in effect and further agree to comply with the permit provisions of any stormwater permit issued to and associated with the Facility.

II. Stipulated Penalties

9. In the event that Defendants fail to comply with the permit provisions referenced in Section I, Injunctive Relief, Defendants shall be liable for stipulated penalties in accordance with the following schedule:

- a. \$100.00 per day for the first thirty days;
- b. \$250.00 per day from thirty-one days to sixty days;
- c. \$500.00 per day for each day beyond sixty days.

10. Stipulated penalties shall be due and payable within fifteen days of demand by the Attorney General's Office.

11. Defendants shall pay stipulated penalties by check made payable to the "*State of Missouri (Wright County)*" and mailed, along with a copy of the stipulated penalty demand letter, to: **Collections Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City, MO 65102-0899.**

12. The inclusion of stipulated penalty provisions in this Consent Judgment, and the payment of stipulated penalties, does not limit the State's ability to pursue other penalties for the same acts; where a violation of this Consent Judgment also constitutes a violation of a statute, stipulated penalties may be collected in addition to statutory penalties imposed for those violations.

III. Civil Penalties

13. Defendants consent to the entry of judgment in favor of the State of Missouri for a civil penalty of \$22,000.

14. Defendants agree to pay the civil penalties in five separate payments.

- a. On March 1, 2016, Defendants shall make the first payment of \$5,000;
- b. The next three payments shall be \$5,000;
- c. The last payment shall be \$2,000;
- d. All payments shall be made by check payable to the "State of Missouri (Wright County)" and mailed, along with a copy of the first page of this Consent Judgment, to: Collections Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City, MO 65102-0899.
- e. All but the first payment shall be made by the first day of each succeeding month.

15. If Defendants fail to make any payment within five calendar days of the due date, Defendants shall become immediately liable for payment of the entire unpaid balance, including any suspended penalties and judgment interest.

16. In the event that Defendants fail to pay the civil penalty within

the time limits imposed in the preceding paragraphs, Defendants agree to pay interest on the unpaid portion at the rate of nine percent per annum.

IV. Satisfaction and Reservation of Rights

18. Upon the completion of all terms of this Consent Judgment, including the payment of civil and stipulated penalties, Defendants are relieved of liability for the violations alleged in the State's pleadings.

19. This Consent Judgment shall not be construed to limit the rights of the State to obtain penalties or injunctive relief under the Missouri Clean Water Law or its implementing regulations, or under other federal or state laws or regulations, except as expressly stated in the preceding.

20. Without limiting the foregoing, the parties expressly agree that nothing in this Consent Judgment shall:

a. Prevent the State from applying to this Court for further orders or relief if violations of this Consent Judgment occur;

b. Preclude the State from seeking equitable or legal relief for violations of any laws or regulations not alleged in the Petition;

c. Preclude the State from seeking equitable or legal relief for future violations of the Missouri Clean Water Law or its implementing regulations.

21. The State further reserves all legal and equitable remedies to address any imminent and substantial danger to the public health or

welfare or the environment arising at, or posed by, Defendants' Facility or Site, acts, or omissions, whether related to the violations addressed in this Consent Judgment or otherwise.

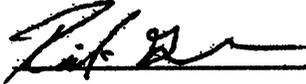
V. Investigative and Response Cost Recovery

22. Within 30 days of the effective date of this Consent Judgment, Defendants shall reimburse the Department \$2,836 for investigative and response expenses incurred through March 18, 2015. Payment shall be made by check payable to the "*State of Missouri*" and mailed, along with a copy of the first page of this Consent Judgment, to Collections Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City, MO 65102-0899.

23. In the event that Defendants fail to pay the investigative and response costs within the time limits imposed in the preceding paragraph, Defendants agree to pay interest on the unpaid portion at the rate of nine percent per annum,

The parties hereby consent to this Consent Judgment through their duly authorized representatives as indicated below.

3-G PROCESSING, LLC

By: 

Title: Member

Date: 2-4-16

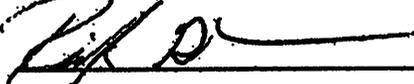
GRISHAM FARM PRODUCTS, INC.

By: 

Title: V.P.

Date: 2-4-16

RICK GRISHAM



Date: 2-4-2016

LEXIE GRISHAM



Date: 2-4-16

MISSOURI ATTORNEY GENERAL'S OFFICE

By: *Laura E. Elsbury*
Laura E. Elsbury, Assistant Attorney General

Date: *Feb 4, 2016*

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: *Benjamin D. Crosby*

Title: *Division Director*

Division: *Environmental Quality, MoNR*

Date: *2/4/16*

SO ORDERED.

Date: *Feb 5, 2016*

Elizabeth Bock
Honorable Elizabeth Bock