

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI

STATE OF MISSOURI ex rel.	)	
Attorney General Chris Koster and	)	
Missouri Department of	)	
Natural Resources,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.
	)	
PICK-N-PULL AUTO DISMANTLERS,	)	
KANSAS CITY, LLC, ACE PIPE	)	
CLEANING, INC ,	)	
	)	
Defendants.	)	

**Consent Judgment**

Plaintiff, State of Missouri upon relation of Chris Koster, Attorney General of the State of Missouri, and the Missouri Department of Natural Resources, (collectively "Plaintiff") and Defendants, Pick-N-Pull Auto Dismantlers, Kansas City, LLC and Ace Pipe Cleaning, Inc. ("Defendants"), consent to the entry of this Consent Judgment. (Plaintiff and Defendants shall be referred to collectively as "Parties")

The Court has read Plaintiff's Petition for Injunctive Relief and Civil Penalties, in which Plaintiff alleges that Defendants violated the Missouri Clean Water Law. The Court is advised that the Parties have consented to the terms of this Consent Judgment for settlement purposes only, and that their consent is conditioned upon the Court approving the Consent

Judgment in its entirety. The Court is satisfied that the provisions of this Consent Judgment are intended to resolve the issues raised by the Petition and that the Parties want to terminate this controversy and consent to the entry of this judgment without trial. The Court retains jurisdiction over the matter in order to enforce each and every term of this Consent Judgment.

The Parties, having consented to the entry of this Consent Judgment, now therefore, before the taking of any testimony and upon the pleadings, it is hereby agreed that:

**I. Objectives of the Parties**

1. The objectives of the Parties are to protect human health and the environment and to resolve the allegations contained in Plaintiff's Petition.

**II. Definitions**

2. Terms used in this Consent Judgment shall have the same meaning as provided in Section 644.016 RSMo and the regulations adopted thereunder. In addition, the following terms are specifically defined:

a. "Consent Judgment" means this Consent Judgment and all attachments, which are included by reference and fully enforceable as a term of the judgment.

b. "Defendants" mean Pick-N-Pull Auto Dismantlers, Kansas City, LLC ("Pick-N-Pull") and Ace Pipe Cleaning, Inc. ("Ace")

c. "Department" means the Missouri Department of Natural Resources.

d. "Facility" means the site owned and operated by Pick-N-Pull located at 7700 Winner Road, Kansas City, Missouri.

e. "Plaintiff" and "State" mean the State of Missouri on the relationship of Attorney General Chris Koster and the Department of Natural Resources.

f. "Permit" means Missouri State Operating Permit number MOR60A347 as may be amended, modified, or superseded.

**III. Jurisdiction and Venue**

3. This Court has jurisdiction over the subject matter and the parties in this case pursuant to § 478.070 RSMo.<sup>1</sup> The Defendants actions giving rise to this action took place in Jackson County, Missouri and venue is proper pursuant to § 644.076.1 RSMo.

**IV. Parties Bound**

4. The provisions of this Judgment shall be binding upon the Parties and their agents, servants, employees, heirs, successors, assigns, and to 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 or their

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<sup>1</sup> All statutory references shall be to the Missouri Revised Statute 2000 unless specifically stated otherwise.

agents, servants, employees, heirs, successors, and assigns. Defendants shall provide a copy of this order to all persons or entities retained to perform work required by this Consent Judgment.

**V. Satisfaction and Reservation of Rights**

5. So long as Defendant Pick-N-Pull is in compliance with the terms of this Consent Judgment and in material compliance with the Missouri State Operating Permit issued by the Department, including the payment of civil penalties, completion of all schedules of compliance and the payment of any stipulated penalties due under the terms of this Consent Judgment, Defendant Pick-N-Pull is relieved of all liability for the violations alleged in the petition and all violations identified in the Notice of Violation dated October 4, 2013, except continuing violations existing at the time of termination of the consent judgment.

6. So long as Defendant Ace is in compliance with the terms of this Consent Judgment, including the payment of civil penalties, completion of all schedules of compliance and the payment of any stipulated penalties due under the terms of this Consent Judgment, Defendant Ace is relieved of all liability for the violations alleged in the petition and all violations identified in the Notice of Violation dated October 4, 2013.

7. This Consent Judgment shall not be construed to limit the rights of Plaintiff 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 paragraph of this Consent Judgment. Without limiting the foregoing, the Parties expressly agree that:

a. Nothing in this Consent Judgment shall prevent the State from applying to this Court for further orders or relief if violations of this Consent Judgment occur.

b. Nothing in this Consent Judgment shall preclude the State from seeking equitable or legal relief for violations of the Missouri laws or regulations that were not alleged in the Petition.

c. Nothing in this Consent Judgment shall preclude the State from seeking equitable or legal relief for future violations of the Missouri Clean Water Law or regulations promulgated under its authority.

d. Plaintiff further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendants' facility, acts or omissions, whether related to the violations addressed in this Consent Judgment or otherwise.

e. Nothing in this consent judgment shall in any way limit the availability of any defenses that Defendants may have to the

actions identified that Defendants may have to the actions identified in paragraphs 6(a-d).

f. The Defendants do not admit liability to Plaintiff arising out of the transactions and occurrences alleged in the Petition, nor is entering into this Consent Judgment an admission of violation of any law or regulation.

**VI. Injunctive Relief**

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

9. Defendant Ace Pipe Cleaning, Inc. agrees and is ordered to discharge in accordance with a client's applicable industrial storm water discharge permits except when engaging in cleaning or routine maintenance of roadside ditches, sewers, waterlines, pipelines, utility lines, or similar facilities. In no event shall Ace discharge any water contaminate into any waters of the state where such discharges will violate water quality standards or where it is reasonably certain to cause pollution to waters of the state.

10. Defendant Pick-N-Pull agrees to store all automotive fluids and agents removed from vehicles so that they are not exposed to storm water.

11. Within thirty (30) days of entry of this Consent Judgment,

Defendant Pick-N-Pull agrees to submit to the Department a complete application to modify Permit number MO-R60A347. The application shall include a map identifying all outfalls.

12. Within thirty (30) days of receipt of any comments or questions from the Department regarding the application to modify Permit number MO-R60A347, Defendant Pick-N-Pull agrees to submit a written response addressing all comments and questions to the Department's satisfaction.

13. Within sixty (60) days of the date the Department issues the modified Permit, Defendant Pick-N-Pull agrees to: 1) prepare and implement a Storm Water Pollution Prevention Plan in accordance with the requirements set forth in the Permit; and, 2) submit a copy of the Storm water Pollution Prevention Plan to the Department.

14. Responses and submissions required under this section shall be sent to:

Peter Burch  
Department of Natural Resources  
Water Protection Program  
Compliance and Enforcement Section  
P.O. Box 176  
Jefferson City, MO 65102-0176

**VII. Civil Penalty**

15. Defendant Pick-N-Pull Auto Dismantlers, Kansas City, LLC consents to the entry of judgment in favor of Plaintiff for a civil penalty

totaling Seven Thousand Five Hundred Dollars (\$7,500.00). Defendant Ace Pipe Cleaning, Inc. consents to the entry of judgment in favor of Plaintiff for a civil penalty totaling Seven Thousand Five Hundred Dollars (\$7,500.00).

16. Defendants hereby authorize entry of this judgment against them and in favor of the Plaintiff for these sums.

17. Defendants agree to pay the above-referenced civil penalties by check made payable to the "*State of Missouri (Jackson County)*" within thirty (30) days of the entry of this Consent Judgment by mailing same to: Collections Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City, MO 65102-0899.

#### **VIII. Stipulated Penalties**

18. In the event that the non-compliant Defendant fails to comply with paragraphs 9 through 13 of this Consent Judgment, the Defendants shall be liable for stipulated penalties in accordance with the following schedule:

- A. \$100.00 per day for each day of each violation up to thirty days.
- B. \$200.00 per day for each day of each violation, from thirty-one days to sixty days.
- C. \$300.00 per day for each day of each violation, beyond sixty days.

19. Stipulated penalties shall be due and payable within ten days of demand being made by the Attorney General's Office. Defendants shall pay stipulated penalties by check made payable to the "*State of Missouri (Jackson County)*" and mailed, along with a copy of the State's stipulated penalty demand letter, to: Collections Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City, MO 65102-0899. That check will be deposited and processed in accordance with the consent judgment and Missouri law.

20. 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.

**IX. Modification**

21. Except as otherwise specified herein, this Consent Judgment may be modified or amended only upon written agreement by and among the parties, their successors and assigns and with the approval of the Court. All modifications shall be in writing and filed with the Court.

**X. Costs**

22. Defendants shall pay all court costs in this action.

### XI. Termination

23. Defendant Pick-N-Pull may move for termination of this Consent Judgment after the Facility has maintained compliance with this Consent Judgment, the Missouri Clean Water Law, and implementing regulations for a period of three years, however:

- A. The State reserves the right to oppose the termination of the Consent Judgment on any grounds;
- B. This Consent Judgment shall terminate unless the State objects within 30 days of service of the motion;
- C. If the State files an objection, the motion and objection shall be heard by the Court.

24. Defendant Ace may move for termination of this Consent Judgment after Defendant Ace has maintained compliance with this Consent Judgment, the Missouri Clean Water Law, and implementing regulations for a period of three years, however:

- A. The State reserves the right to oppose the termination of the Consent Judgment on any grounds;
- B. This Consent Judgment shall terminate unless the State objects within 30 days of service of the motion;
- C. If the State files an objection, the motion and objection shall be heard by the Court.

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

**ACE PIPE CLEANING, INC.**

By: 

Title: Steve Hontz  
President

Date: 6-29-15

**PICK-N-PULL AUTO DISMANTLERS, KANSAS CITY LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MISSOURI ATTORNEY GENERAL'S OFFICE**

By: 

Brook D. McCarrick  
Assistant Attorney General

Date: 6/30/15

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

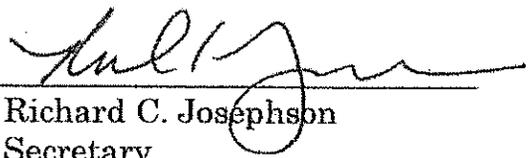
**ACE PIPE CLEANING, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PICK-N-PULL AUTO DISMANTLERS, KANSAS CITY LLC**

By:   
Richard C. Josephson  
Secretary

Date: June 29, 2015

**MISSOURI ATTORNEY GENERAL'S OFFICE**

By: \_\_\_\_\_  
Brook D. McCarrick  
Assistant Attorney General

Date: \_\_\_\_\_

**MISSOURI DEPARTMENT OF NATURAL RESOURCES**

By: *John Madras* for John Madras  
John Madras, Director  
Water Protection Program  
Missouri Department of Natural Resources

Date: 6-30-15

SO ORDERED.

*[Signature]*  
Circuit Judge

Date: 7/27/15