

IN THE CIRCUIT COURT OF MILLER COUNTY, MISSOURI

STATE OF MISSOURI ex rel. )  
Chris Koster, the Attorney )  
General of Missouri, the Missouri )  
Department of Natural Resources, and )  
the Missouri Clean Water Commission, )

Plaintiff, )

v. )

Case No. 13ML-CC00040

MJO, LLC d/b/a MJO Builders, )  
Doyle Road Apartments, LLC, )  
MJO Builders, LLC, )  
Matthew J. O'Neill )  
and Jeanette O'Neill, )

Defendants. )

SETTLING PARTIES' AGREEMENT

~~CONSENT JUDGMENT~~

Plaintiff, at the relation of Attorney General Chris Koster and the Missouri Department of Natural Resources, and Defendants: MJO, LLC d/b/a MJO Builders; MJO Builders, LLC; ~~Doyle Road Apartments, LLC;~~ Matthew J. O'Neill and ~~Jeanette (O'Neill) Zaroor,~~ have agreed to the entry SETTLEMENT AGREEMENT, of this ~~Consent Judgment.~~

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 the parties have consented to the terms in this ~~Consent Judgment~~ for settlement purposes only, and that

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 every term of this Consent Judgment.

The parties ~~hereto having~~ <sup>below have</sup> consented to ~~the entry of this Consent~~ <sup>this SETTLEMENT</sup> ~~Judgment,~~ <sup>AGREEMENT.</sup> now therefore, before the taking of any testimony and upon the

~~pleadings, it is hereby ORDERED, ADJUDGED AND DECREED that:~~

### I. Objectives of the Parties

1. The objectives of the parties to this Consent Judgment are to protect human health and the environment and to resolve allegations contained in Plaintiff's Petition <sup>as to the SETTLING DEFENDANTS</sup>

### II. Definitions

2. Terms used herein shall have the same meaning as provided in the Missouri Clean Water Law – Chapter 644 RSMo as amended, and its implementing regulations at 10 CSR 20. In addition, the following terms are specifically defined:

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

SETTLING

b. "Defendants" means MJO, LLC d/b/a MJO Builders; MJO Builders, LLC; ~~Doyle Road Apartments, LLC; Matthew J. O'Neill, and Jeanette (O'Neill) Zaroor.~~ <sup>and</sup>

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

d. "Facility" means wastewater treatment facility that serves the Doyle Road Apartments located at 119 Doyle Road, Eldon, Missouri.

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

### III. Jurisdiction and Venue

3. This Court has jurisdiction over the subject matter and the parties in this case pursuant to § 644.076.1 RSMo. Venue is proper in this court pursuant to § 644.076.1 RSMo because the wastewater treatment facility that caused violations of the Missouri Clean Water Law while under the Defendants' ownership or control is located in Miller County.

### IV. Parties Bound

4. The provisions of this ~~Judgment~~ <sup>Agreement</sup> shall be binding upon the parties to this ~~action~~ <sup>settlement</sup> as well as 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 to this action or their agents, servants, employees, successors, and assigns.

## V. Satisfaction and Reservation of Rights

5. Upon payment of civil penalties due under the terms of this ~~Consent Judgment~~ *agreement settling Parties*, Defendants are relieved of liability for the violations alleged in the Petition.

6. ~~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 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. The State of Missouri 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.

#### VI. Injunctive Relief

7. ~~Defendants are ordered~~ <sup>SETTLING agree</sup> to comply with all State of Missouri environmental statutes and all implementing regulations for any and all future activities in the State of Missouri.

8. <sup>Settling</sup> Defendants are enjoined from building, owning or operating a regulated wastewater treatment system at all times in the future.

#### VII. Civil Penalty

9. <sup>SETTLING</sup> Defendants consent to the entry of judgment in favor of the State of Missouri for a civil penalty of \$ 3,000.00 <sup>SETTLING</sup> Defendants hereby ~~authorize entry of this judgment against them and in favor of the State of Missouri for this sum.~~ <sup>agree to pay</sup>

10. <sup>settling</sup> Defendants agree to pay the civil penalty by checks made payable to the "State of Missouri (Miller County)" by mailing same to:

Collections Specialist, Missouri Attorney General's Office, P.O. Box 899,  
Jefferson City, MO 65102-0899, according to the following, agreed upon

payment schedule. *Payments - no less than \$50.00 in any month. Total to be satisfied in 18 [insert schedule] payments; first payment due March 1, 2016.*

**VIII. Modification**

11. 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.

**IX. Costs**

~~12. Defendants shall pay all court costs in this action.~~  
*below Settlement Agreement*  
The parties hereby consent to this ~~Consent Judgment~~ through their duly authorized representatives as indicated below.

~~By: \_\_\_\_\_  
Jeanette (O'Neill) Zaroor as an individual and on behalf of Doyle Road Apartments, LLC~~

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

By: *M. O'Neill*  
Matt O'Neill as an individual and on behalf of MJO, LLC and MJO Builders, LLC

Date: *1-21-16*

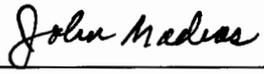
*#42996  
Atty for Matt O'Neill*

MISSOURI ATTORNEY GENERAL'S OFFICE

By:   
Timothy P. Duggan  
Assistant Attorney General

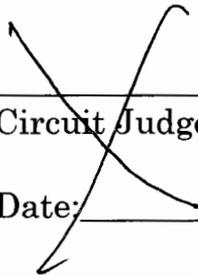
Date: 1/21/2016

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By:   
John Madras, Director  
Water Protection Program

Date: 1/26/16

~~SO ORDERED.~~

  
\_\_\_\_\_  
Circuit Judge  
Date: \_\_\_\_\_