

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 37TH JUDICIAL CIRCUIT
CALHOUN COUNTY

MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND
ENERGY,

No. 2022-1007-CE

Plaintiff,

HON. JOHN A. HALLACY

v

HOLLOO FARMS, LLC,

Defendant.

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Assistant Attorney General
Attorney for Plaintiff
Environment, Natural Resources,
and Agriculture Division
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CONSENT JUDGMENT

At a session of said Court held in the City of Battle
Creek, Calhoun County, Michigan on 2-13-26.

PRESENT: HON. JOHN A. HALLACY
Circuit Court Judge

The Plaintiff in this case is the Michigan Department of Environment, Great
Lakes, and Energy (EGLE). The Defendant is Holloo Farms, LLC, who owns and
operates the concentrated animal feeding operations referred to as Holloo Farms.

In its Complaint, EGLE alleged that Defendant violated Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.3101 *et seq.* (Water Resources Protection Part). EGLE brought this action seeking penalties, injunctive relief, and costs. Defendant denies the allegations in the Complaint.

EGLE and Defendant (Parties) agree that settling this action is in the public interest and that entry of this Consent Judgment (Judgment), without further litigation, is the most appropriate means of resolving the allegations raised by EGLE in its Complaint. The Parties agree to, and shall be bound by, the terms and findings of this Judgment. This Judgment requires Defendant to pay \$32,907 in civil fines and partial enforcement costs and perform groundwater monitoring at Holloo Farms.

The Court, by entering this Judgment, finds that it is in the public interest to resolve the Complaint in accordance with the Water Resources Protection Part to protect the public health, safety, and welfare, and the environment.

NOW, THEREFORE, before the taking of any testimony, and without trial of any issue of fact or law, and upon the consent of the Parties, it is ORDERED:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action under Section 605 of the Revised Judicature Act (RJA), MCL 600.605 and Section 324.3115(1) of the Water Resources Protection Part, MCL 324.3115(1). This Court has jurisdiction over Defendant under Section 706 of the RJA, MCL 600.706.

Defendant waives all objections and defenses that it may have with respect to the jurisdiction of the Court.

2. Venue is proper in this circuit under MCL 14.102.

3. The Court determines that the terms and conditions of this Judgment are reasonable, adequately resolve the environmental issues raised in the Complaint, and properly protect the interests of the people of the State of Michigan.

4. The Court shall retain jurisdiction over the Parties and subject matter of this action to enforce this Judgment and to resolve disputes arising under it, including those that may be necessary for its construction, execution, or implementation, subject to Section XVIII (Retention of Jurisdiction).

II. SETTLEMENT/NON-ADMISSION

1. The entry of this Judgment by the Parties is for settlement purposes only and is neither an admission of liability with respect to any issue dealt with in this Judgment nor an admission of any factual allegations or legal conclusions stated or implied herein.

III. PARTIES BOUND

1. EGLE is a principal department within the Executive Branch of the State of Michigan pursuant to Executive Order 1995-18. EGLE is the state agency mandated to provide for the protection of the environment of the State of Michigan. Executive Order No. 2011-1.

2. Defendant Holloo Farms, LLC currently, and at all times relevant to the Complaint, owns and controls Holloo Farms.

3. The provisions of this Judgment shall be binding on the Parties, their officers, agents, successors, and assigns. No change or changes in the ownership or other legal status of Defendant, including, but not limited to, any transfer of assets or of real or personal property, shall in any way alter Defendant's responsibilities under this Judgment unless expressly agreed to by EGLE as an amendment to this Judgment. The Defendant shall provide EGLE with written notice prior to the transfer of ownership of part or all of Holloo Farms and shall also provide a copy of this Judgment to any subsequent owners or successors prior to the transfer of any ownership rights, until such time that this Judgment is terminated.

4. The Defendant shall provide a copy of this Judgment to Lakeshore Environmental which has been retained to conduct some of the activities to be performed pursuant to this Judgment within 15 (fifteen) days of the Effective Date.

5. Notwithstanding the terms of any contract(s) that Defendant may enter with respect to the activities to be performed pursuant to Section VII of this Judgment, Defendant is responsible for compliance with the terms of this Judgment and shall ensure that its contractors, subcontractors, consultants, and employees perform all compliance activities in full conformance with the terms and conditions of this Judgment.

IV. STATEMENT OF PURPOSE

1. In entering this Judgment, the Parties' mutual intent is to settle the violations alleged in the Complaint in a manner and under terms satisfactory to the Parties.

V. DEFINITIONS

1. “Complaint” means First Amended Complaint filed on August 29, 2024, which amended the Complaint filed on March 28, 2022 initiating this case.

2. “EGLE” means the Michigan Department of Environment, Great Lakes, and Energy.

3. “Effective Date” means the date that the Court enters this Judgment.

4. “Holloo Farms” means the concentrated animal feeding operations located in Eckford Township, Calhoun County, with the following legal description:

Certain land situated in Eckford Township, Calhoun County, Michigan, described as: the Southeast 1/4 of the Southeast 1/4 of Section 16, Town 3 South, Range 5 West; also, Southwest 1/4 of the Southeast 1/4 of Section 16, Town 3 South, Range 5 West; excepting commencing at the South 1/4 corner of Section 16, Town 3 South, Range 5 West, Eckford Township, Calhoun County, Michigan, thence North along the North and South 1/4 line of said Section 16, 216.00 feet, thence East parallel with the South line of said Section 16, 472.00 feet, thence South, parallel with the North and South 1/4 line of said section, 216.00 feet, thence west along the South line of said Section 16, 472.00 feet to the point of beginning (77.66+/- acres); commonly known as 20737 F Drive South, Marshall, MI 49068; Tax Parcel ID# 13-09-160-003-00. (See Ex B to the First Amended Complaint, Calhoun County GIS Parcel Report 09-160-003-00).

5. “Parties” mean the Michigan Department of Environment, Great Lakes, and Energy and Holloo Farms, LLC.

6. “Permit” means certificate of coverage No. MIG010167 issued under the National Pollution Discharge Elimination System Concentrated Animal Feeding Operation general permit No. MIG010000, and any subsequent certificates or coverage or individual permit issued before this Judgment is terminated in accordance with Section XIX.

7. Unless otherwise defined herein, all terms used in this document, which are defined in pertinent parts of the Water Resources Protection Part and associated administrative rules, NREPA, or the federal Clean Water Act and associated rules, if incorporated by reference into Water Resources Protection Part administrative rules shall have the same meaning in this document as in those pertinent parts and rules.

VI. COMPLIANCE WITH STATE AND FEDERAL LAWS

1. All actions required to be taken pursuant to this Judgment shall be undertaken in accordance with the requirements of all applicable or relevant and appropriate state and federal laws, rules, and regulations including the procurement of all necessary permits and approvals.

2. Defendant shall comply with the Permit.

3. Not later than 10 (ten) days from the effective date of this Consent Order, Defendants shall mail a completed W-9 form, attached to this Consent Order as Exhibit A, to the Michigan Department of Transportation, Accounting Services Division, EGLE General Ledger Manager, 425 West Ottawa Street, B175, Lansing, Michigan 48933.

VII. GROUNDWATER MONITORING STUDY

1. No later than March 1, 2026, Defendant will begin implementing the approved Groundwater Monitoring Plan incorporated into this Judgement as Exhibit B. Groundwater quarterly sampling reports will be submitted for 1 (one)

year, to result in the submission of 1 (one) full year of approved quarterly sampling reports.

2. Defendant shall provide EGLE with no less than 3 (three) business days' notice before performing field activities in accordance with Exhibit B to allow EGLE to be present by directly contacting Eric Chatterson at (517) 281-5160 and ChattersonE@michigan.gov. If Defendant is unable to reach Mr. Chatterson, it shall directly contact Elizabeth Morrissette at MorrissetteE@michigan.gov. If Defendant is unable to reach either Mr. Chatterson or Ms. Morrissette, it shall directly contact Kristine Rendon at (517) 290-2570 and RendonK@michigan.gov. In any event, the 3 (three) business days does not begin to run until Defendant is able to directly contact EGLE or its counsel to ensure that EGLE receives actual notice of the field activities.

3. No later than June 1, 2026, Defendants shall install the monitoring wells identified in Figure 5 of Exhibit B.

4. No later than 20 (twenty) days following the installation of groundwater monitoring wells, Defendant shall submit photographic documentation and Global Positioning System coordinates for each of the 5 (five) installed wells and a statement certifying completion of the installation to EGLE for review and approval.

5. Defendant shall submit all data collected pursuant to Exhibit B to EGLE, for review, no later than 60 (sixty) days following its collection. This includes all quarterly data and boring/soil logs. Data may be submitted in either

raw or report form. If the data is deemed insufficient or inconsistent with Exhibit B, or is unable to meet the objective of the sampling, EGLE will notify the Defendant in writing regarding actions to address the deficiencies. Defendant shall address deficiencies, following EGLE's determination, no later than 30 (thirty) days following receipt of EGLE's written notification. This data shall include:

- a. Soil boring logs.
- b. Well installation records.
- c. Groundwater analytical results.

6. No later than 90 (ninety) days after completion of the work required in Exhibit B, Defendant shall submit a final hydrogeology report to EGLE that characterizes the quality of the groundwater and any potential contamination, as outlined by the approved Groundwater Monitoring Plan.

VIII. EGLE APPROVAL OF SUBMITTALS

1. For the submissions described in Section VII, Subsections 4., 5., and 6. of this Judgment, the following process and terms of approval shall apply.

2. All documents required to be submitted by this Judgment shall include all of the information required by the applicable paragraph(s) of this Judgment.

3. In the event EGLE disapproves a document for failure to comply with the requirements of this Judgment, it will notify Defendant, in writing, specifying the reasons for such disapproval. Defendant shall submit, within 30 (thirty) days of receipt of such disapproval, a revised document which complies with the

requirements of this Judgment. If the revised document still does not comply with the requirements of this Judgment, EGLE will notify Defendant of this disapproval.

4. Failure by Defendant to submit an approvable work plan, proposal, or other document, within the applicable time periods specified above, constitutes a violation of this Judgment and shall subject Defendant to the enforcement provisions of this Judgment, including the stipulated penalty provisions specified in Section XIII of this Consent Judgment.

5. Any delays caused by Defendant's failure to submit an approvable work plan, proposal, or other document when due shall in no way affect or alter Defendant's responsibility to comply with any other deadline(s) specified in this Judgment.

IX. ACCESS

1. Upon the Effective Date and until this Judgment is terminated in accordance with Section XIX, Defendant shall allow EGLE, any agent appointed by EGLE, or the Regional Administrator of Region 5 of the United States Environmental Protection Agency, upon the presentation of credentials and, following appropriate biosecurity protocols, to enter Holloo Farms, and at reasonable times to have access to and copy any records required to be kept under the terms and conditions of the Permit; to inspect process facilities, treatment works, monitoring methods and equipment regulated or required under the Permit; and to sample any discharge of pollutants.

X. NOTICES

1. Except where this Judgment already identifies the persons to whom a document or information is to be submitted, any other submittal, notice, report, documentation, or recitation required by this Judgment shall be submitted to the attention of:

For Plaintiff: Via MiEnviro Portal.

For Defendant: Peter Loonen
20849 F-Drive South
Marshall, MI 49068
holloofarms@aol.com

With Copy to:

Allison Brink
allisonbrink@brinkconsulting.org

AND

Aaron Phelps
Bridgewater Place, P.O. Box 352
Grand Rapids, MI 49501-0352
amphelps@varnumlaw.com

Either party may substitute others for those designated to receive such notices by providing written notice to the other party.

XI. FORCE MAJEURE

1. Defendant shall perform the requirements of this Judgment within the time limits established herein, unless performance is prevented or delayed by events which constitute a "Force Majeure" event. Any delay in the performance attributable to "Force Majeure" shall not be deemed a violation of Defendant's

obligations under this Judgment in accordance with this Section XI (Force Majeure).

2. For the purpose of this Judgment, “Force Majeure” means an occurrence or non-occurrence arising from causes not foreseeable, beyond the control of and without the fault of Defendant, such as: an Act of God; untimely review of permit applications or submissions by EGLE or other applicable authority; and acts or omissions of third parties that could not have been avoided or overcome by Defendant’s due diligence and that delay the performance of an obligation under this Judgment. “Force Majeure” does not include, among other things, unanticipated or increased costs, changed financial circumstances, failure to maintain equipment, failure to obtain a permit or license as a result of Defendant’s actions or omissions, or acts or omissions of a subcontractor that delay or prevent the performance of an obligation required under this Judgment.

3. Defendant shall notify EGLE by telephone within forty-eight (48) hours of discovering any event which causes a delay in its compliance with any provision of this Judgment. Verbal notice shall be followed by written notice within five calendar days and shall describe in detail the anticipated length of delay, the precise cause or causes of delay, the measures taken by Defendant to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Defendant shall adopt all reasonable measures to avoid or minimize any such delay.

4. Failure of Defendant to comply with the notice requirements of Paragraph C above, shall render this Section XI (Force Majeure) void and of no force and effect as to the particular incident involved. EGLE may, at its sole discretion and in appropriate circumstances, waive the notice requirements of Paragraph XI.3.

5. If the Parties agree that the delay or anticipated delay was beyond Defendant's control, the Parties may stipulate accordingly and petition the Court for an appropriate modification of this Judgment. If the Parties to this Judgment are unable to reach such agreement, then Defendant shall have the burden of proving that any delay was beyond Defendant's reasonable control and that all the requirements of this Section XI (Force Majeure) have been met.

6. An extension of one compliance date based upon a particular incident does not mean that Defendant qualifies for an extension of a subsequent compliance date.

XII. REIMBURSEMENT OF COSTS AND PAYMENT OF CIVIL FINES

1. No later than 30 (thirty) days after the Effective Date, Defendant agrees to pay to the State of Michigan \$32,907 as a civil fine and as partial compensation for EGLE's costs of surveillance and enforcement and attorney fees, all arising from the violations alleged in the Complaint.

2. Defendant shall pay by certified or cashier's checks made payable to the State of Michigan and mailed to Accounting Services Division, Cashier's Office for EGLE, P.O. Box 30657, Lansing, Michigan 48909-8157, or hand delivered to the Accounting Services Division, Cashier's Office for EGLE, 425 West Ottawa St.,

Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this Judgment must include the Payment Identification Number **WRD60088**.

3. Liability for or payment of fines under this Judgment shall not preclude EGLE from seeking injunctive relief for failure to comply with the Water Resources Protection Part, related administrative rules, or any other applicable law, except that EGLE shall not seek additional monetary relief for any violations for which EGLE has accepted stipulated fines under this Judgment.

XIII. STIPULATED FINES

1. The Parties stipulate to the payment of stipulated fines by Defendant in the following manner should violations of this Judgment occur:

- i. Any failure to comply with the requirements in Section VII of this Judgment shall result in stipulated fines as follows:
 1. \$250 each day for days one through seven of violation;
 2. \$500 each day for days eight through fourteen of violation; and
 3. \$750 each day for each day in violation on and beyond day fifteen.
- ii. Until this Judgment is terminated in accordance with Section XIX, Defendant shall also pay a stipulated penalty of \$7,500 if discharges resulting from manure application to fields identified in the Comprehensive Nutrient Management Plan into waters of the state result in any of the following physical properties in unnatural quantities which are or may become injurious to any designated use: a) Turbidity; b) Color; c) Oil films; d) Floating solids; e) Foams; f) Settleable solids; g) Suspended solids; or h) Deposits.

2. All stipulated fines shall be paid by the due date on the invoice that will be mailed to the Defendant with a written demand from EGLE, approximately

thirty (30) days from issuance of the stipulated demand letter. Demands for payment shall be sent via certified mail to ensure accuracy regarding the date of receipt.

3. Failure to make any payment required under this Judgment by the specified deadline constitutes a separate violation of this Judgment and is subject to an interest penalty calculated in accordance with Section 600.6013(8) of the Revised Judicature Act; MCL 600.6013(8).

4. Defendant shall pay all stipulated fines and interest penalties by certified or cashier's check made payable to the State of Michigan and mailed to Accounting Services Division, EGLE Cashier's Office, P.O. Box 30657, Lansing, Michigan 48909-8157, or hand delivered to the Accounting Services Division, EGLE Cashier's Office, 425 West Ottawa St., Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this Judgment must include the Payment Identification Number **WRD60088** on the face of the check, or in the cover letter with the payment.

5. Defendant agrees not to contest the legality of any stipulated fines or interest penalties assessed under this section but reserves the right to dispute the factual basis upon which EGLE demands stipulated fines or interest penalties.

6. Stipulated penalties shall begin to accrue on the day after performance is due or the day a violation occurs, whichever is applicable, and will continue to accrue until performance is satisfactorily completed or the violation

ceases, whichever is applicable. Stipulated penalties shall accrue simultaneously for separate violations of this Judgment.

7. Liability for or payment of stipulated fines under this Judgment shall not preclude EGLE from seeking injunctive relief or other relief to which EGLE is entitled for Defendant's failure to comply with other specific requirements of this Judgment, or failure to comply with Part 31 of the NREPA or any other applicable law, except that Plaintiff shall not seek additional monetary relief for any violations for which Plaintiff has accepted stipulated fines under this Judgment.

8. No later than 30 (thirty) days after receipt of a written demand for stipulated penalties, Defendant may dispute liability for any or all stipulated penalties demanded by invoking the dispute resolution procedures of Section XVI (Dispute Resolution). In the event of a dispute over stipulated penalties, stipulated penalties shall continue to accrue as provided in Section XIII during any dispute resolution, but need not be paid until the following:

- i. If the dispute is resolved by agreement or a final decision by EGLE that Defendant does not appeal to the Circuit Court, then Defendant shall pay accrued penalties determined to be owing, together with interest, to EGLE within thirty (30) days after the date the agreement is executed or Defendant's receipt of EGLE's final decision.
- ii. If the dispute is appealed to the Circuit Court and EGLE prevails in whole or in part, then Defendant shall pay all accrued stipulated penalties determined by the Circuit Court to be owing, together with interest, within thirty (30) days after receiving the Circuit Court's decision or order, except as provided in Subparagraph XIII.8.iiibelow.
- iii. If either Defendant or EGLE appeals the Circuit Court's decision, then Defendant shall pay all accrued stipulated

penalties determined to be owing, together with interest, within fifteen (15) days after receiving the final appellate court decision.

XIV. RESERVATION OF RIGHTS

1. With respect to any violations not expressly addressed and resolved by this Judgment, EGLE reserves the right to pursue any other remedies to which it is entitled for any failure to comply with the requirements of any state or federal law, including Part 31 and its rules, and the Permit.

2. This Judgment does not affect Defendant's responsibility to comply with any other applicable state, federal, or local laws or regulations including the procurement of required permits and/or approvals; or with any order of this or any court, including, without limitation, the Water Resources Protection Part and its rules and the NREPA and its rules.

3. This Judgment does not limit the rights of Defendant or the State of Michigan against any third parties.

XV. GENERAL PROVISIONS

1. Severability. Should a court of competent jurisdiction declare any provision of this Judgment to be unenforceable, the remaining provisions shall remain in effect.

2. Modification. The terms of this Judgment, including any attached appendices, may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material change to this Judgment, it shall be effective only upon approval by the Court.

3. Other Laws. This Judgment in no way affects Defendant's responsibility to comply with any other applicable state or federal laws or local regulations or with any order of this or any other court including without limitation, Part 31 and its rules and the NREPA and its rules.

4. Settlement. This Judgment is in settlement and satisfaction of all civil claims against Defendant alleged by EGLE in the Complaint or asserted in any notice of violation issued by WRD alleging violations of Part 31 on or before the Effective Date.

5. Third Parties. This Consent Judgment does not limit or affect the rights of the parties against any third parties.

XVI. DISPUTE RESOLUTION

1. The dispute resolution procedures of this Section XVI shall be the exclusive mechanism to resolve disputes arising under this Judgment and shall apply to all provisions of this Judgment.

2. Informal Dispute Resolution. Any dispute that arises under this Consent Judgment shall in the first instance be the subject of informal negotiations between the Parties. The dispute shall be considered to have arisen when Defendant sends the Department a written Notice of Informal Dispute describing the matter in dispute. The period of informal negotiations shall not exceed forty-five (45) days from the date the dispute arises, but it may be extended by a written agreement of the Parties. If the Parties cannot resolve a dispute by informal negotiations, then the Department shall provide a written Statement of Position

regarding the dispute to Defendant within ten (10) days of the expiration of the informal dispute period. The Department's Statement of Position shall be considered binding unless, within 10 days after the Department provides the written Statement of Position, Defendant invokes the formal dispute resolution procedures set forth in the following Paragraph.

3. Formal Dispute Resolution. Defendant may invoke formal dispute procedures, within the time period provided in the preceding Paragraph, by serving on the Department a written Notice of Formal Dispute regarding the matter in dispute. The Notice of Formal Dispute shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation.

4. The Department shall serve its Statement of Decision within forty-five (45) days after receiving Defendant's Notice of Formal Dispute. The Department's Statement of Decision shall include, but need not be limited to, any factual data, analysis, or opinion supporting the Department's position and any supporting documentation. The Department's Statement of Decision shall be binding on Defendant unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

5. Defendant may seek judicial review of the dispute by filing with the Court and serving on the Department, in accordance with Section X (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 10 (ten) days after receipt of the Department's Statement of Decision

pursuant to the preceding paragraph. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested, and any schedule within which the dispute must be resolved to ensure orderly implementation of this Judgment.

6. The Department shall respond to Defendant's motion within the time period allowed by the Michigan Court Rules.

7. Standard of Review. In any dispute brought under this Section XVI (Dispute Resolution), the burden of proof shall be consistent with applicable principles of law.

8. The invocation of dispute resolution procedures under this Section XVI (Dispute Resolution) shall not of itself extend or postpone any obligation of Defendant under this Judgment, unless and until final resolution of the dispute so provides. Notwithstanding the invocation of the dispute resolution procedures, stipulated penalties, with any applicable interest, shall accrue from the first day of any failure or refusal to comply with any term or condition of this Judgment, but payment shall be stayed pending resolution of the dispute. In the event, and to the extent, that Defendant does not prevail on the disputed issue, stipulated penalties and any applicable interest shall be paid within 10 (ten) calendar days of the final resolution of the dispute in the manner provided for in Section XIII (Stipulated Fines) of this Judgment. Defendant shall not be assessed stipulated penalties for disputes resolved in its favor.

9. Notwithstanding this Section XVI (Dispute Resolution), Defendant shall pay that portion of a demand for reimbursement of costs or payment of stipulated penalties that is not subject to good faith resolution in accordance with and in the manner provided in Section XIII (Stipulated Fines), as appropriate.

XVII. RECORD RETENTION

1. Until 5 (five) years after the termination of this Judgment, Defendant shall retain, and shall instruct its contractors, agents, and representatives to preserve, all non-identical copies of records, documents, or other information (including records, documents, or other information in electronic form) in its or its contractors', agents', or representatives' possession or control that relate in any manner to Defendant's performance of its obligations under this Judgment.

XVIII. RETENTION OF JURISDICTION

1. Prior to termination of this Judgment in accordance with Section XIX below, this Court shall retain jurisdiction over this action to modify or enforce the terms of this Judgment, assess disputed stipulated fines, resolve all other disputes arising under its terms, or to take any action necessary or appropriate for construction or implementation of this Judgment.

XIX. TERMINATION

1. This Judgment shall terminate upon written request of Defendant and written approval from EGLE in the form of a filed Satisfaction of Judgment. The written request of Defendant shall include a certification by Defendant that (1) it has satisfactorily and completely performed all of the requirements of Section VII

and paid in full all amounts owed to the State of Michigan under this Judgment. Provided that such certification is made and not reasonably disputed, EGLE will not withhold agreement to terminate this Judgment. If EGLE withholds its consent, Defendant may petition the Court for termination, which shall be granted, after a hearing, if the Court determines all components of the Judgment have been met.

XX. MODIFICATION

1. The terms of this Judgment may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material change to this Judgment, it shall be effective only upon approval by the Court.

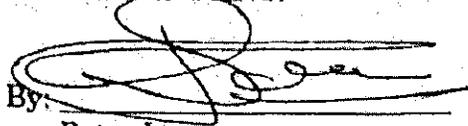
XXI. SEPARATE DOCUMENTS

1. This Judgment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Judgment may be executed in duplicate original form.

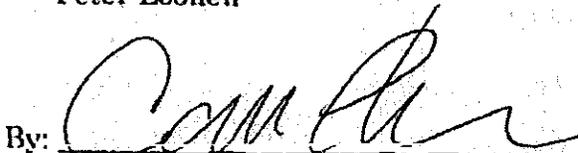
XXII. SIGNATORIES

1. The signatories to this Judgment certify that they are authorized to execute this Judgment and to legally bind the Parties they represent to the requirements of this Judgment.

FOR DEFENDANT:

By: 
Peter Loonen

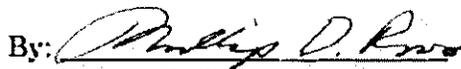
Dated: Dec 4 2025

By: 
Aaron M. Phelps (PG4790)
Attorney for Defendant

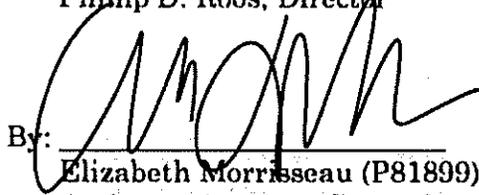
Dated: 12/8/2025

FOR PLAINTIFF:

Michigan Department of Environment,
Great Lakes, and Energy

By: 
Phillip D. Roos, Director

Dated: 2/5/2026

By: 
Elizabeth Morrisseau (P81899)
Assistant Attorney General
Attorney for Plaintiff

Dated: 12/8/2025

IT IS SO ORDERED.

JOHN HALLACY 2-13-2026
Hon. John A. Hallacy p42351
Circuit Court Judge