

**IN THE CIRCUIT COURT OF LAFAYETTE COUNTY,
STATE OF MISSOURI**

STATE OF MISSOURI <i>ex rel.</i>)	
Attorney General Catherine L. Hanaway,)	
)	
Plaintiff,)	
)	
v.)	Case No. 25LF-CV00538
)	
Liberty Utilities (Midstates)	
Natural Gas) Corp.,)	
)	
)	
Defendant.)	
)	

Consent Judgment

Plaintiff, State of Missouri, at the relation of Catherine L. Hanaway, Attorney General, and Defendant Liberty Utilities (Midstates Natural Gas) Corp. hereby consent to the entry of this Consent Judgment. The underground gas facilities at issue in this action are owned and operated by The Empire District Gas Company, an affiliate of Liberty Utilities (Midstates Natural Gas) Corp. The Empire District Gas Company hereby voluntarily submits to the jurisdiction of this Court and agrees to be bound by all terms of this Consent Judgment.

The Court has read Plaintiff's Petition for Injunctive Relief and Civil Penalties, in which Plaintiff alleges that Defendant violated the Underground

Facility Safety and Damage Prevention Act, § 319.010, RSMo, et seq. 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 is advised that the parties have consented to the terms in this Consent Judgment for settlement purposes only, and that their consent is conditioned upon the Court approving the Consent Judgment in its entirety. The parties understand and agree that each and every term of this Judgment shall be enforceable by further order of this Court, and to that end, the Court retains jurisdiction of the matter in order to enforce each and every term of this Consent Judgment. The Court finds that the terms of this Consent Judgment protect the public's interest.

The parties hereto, having consented to the entry of this Consent Judgment, 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.

II. Definitions

2. Terms used herein shall have the same meaning as provided in § 319.010 RSMo et seq., 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. “Defendant” means The Empire District Gas Company, an affiliate of Liberty Utilities (Midstates Natural Gas) Corp., which owns and operates the underground gas facilities at issue in this action and which agrees to be bound by all obligations and requirements of this Consent Judgment.

c. “Plaintiff” means the State of Missouri on the relationship of Attorney General Catherine L. Hanaway.

III. Jurisdiction and Venue

3. This Court has subject matter jurisdiction pursuant to Art. V, § 14 Mo. Const., and § 319.045 RSMo (2015). The Empire District Gas Company hereby consents to the personal jurisdiction of this Court for purposes of enforcing the terms of this Consent Judgment.

4. Venue is appropriate because Defendant's conduct giving rise to this action took place in Lafayette County, where The Empire District Gas Company owns and operates the underground gas facilities at issue.

5. The parties acknowledge that Defendant filed an application for change of venue alleging that venue was improper. Pursuant to § 508.010.10 RSMo. the parties hereby waive the time period for Plaintiff to respond to that motion and consent to venue in this Court.

IV. Parties Bound

6. The provisions of this Order shall be binding upon the parties to this action 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, heirs, successors, and assigns.

V. Satisfaction and Reservation of Rights

7. Upon the completion of all 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 is relieved of liability for the violations alleged in the petition through the date of entry of this Consent Judgment.

8. This Consent Judgment shall not be construed to limit the rights of the State to obtain penalties or injunctive relief under the Missouri Law or regulations or under federal 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 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 State from seeking equitable or legal relief for future violations of the Missouri laws or regulations that were not alleged in the petition.

c. Nothing in this Consent Judgment shall preclude State from seeking equitable or legal relief for future violations of the Underground Facility Safety and Damage Prevention Act.

7. This Consent Judgment in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the State pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

VI. Injunctive Relief

8. Defendant agrees it shall comply with the Underground Facility Safety and Damage Prevention Act, § 319.010, et seq. for any and all future activities in the state of Missouri.

9. Defendant agrees it shall verify the location of and remap all underground facilities it owns or operates within the city limits of Lexington, Missouri. Facilities that Defendant verified and remapped after April 9, 2025 are exempt from this requirement. Defendant is to notify Plaintiff in writing once it has finished remapping its facilities.

VII. Civil Penalty

10. Civil Penalty. In satisfaction of the claims set forth in the State's Petition, Defendant consents to the entry of judgment in favor of the Plaintiff for a civil penalty of \$30,000 pursuant to section 319.045.1, RSMo. Defendant

hereby authorizes entry of this judgment against it and in favor of the Plaintiff for this sum.

11. Civil Penalty Payment. Defendants agree to pay a \$30,000.00 civil penalty within thirty days (30) of entry of this Consent Judgment by the Court. The civil penalty shall be made by check or money order made payable to the “*State of Missouri (Lafayette County)*.” Defendant must mail the check and a copy of the first page of this Consent Judgment to:

Attorney General’s Office
Attention: Financial Services
P.O. Box 899
Jefferson City, MO 65102-0899

VIII. Notice and Submittals

12. Whenever under the terms of this Consent Judgment that notice is required to be given or a report or other document is required to be forwarded by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice in writing of another individual designated to receive such communications. Notice to the individuals listed below or such other individuals designated pursuant to the foregoing, in writing and hand-delivered or sent by registered or certified mail, postage prepaid, shall constitute complete satisfaction of any notice requirement of the Consent Judgment.

To the Attorney General's Office:

One Call Unit
Office of Attorney General
P.O. Box 899
Jefferson City, Missouri 65102
OneCallUnit@ago.mo.gov

X. Modification


13. Except as otherwise specified herein, this Consent Judgment may not be modified or amended except 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.

XI. Costs

14. Defendant shall pay all court costs in this action.

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

THE EMPIRE DISTRICT GAS COMPANY

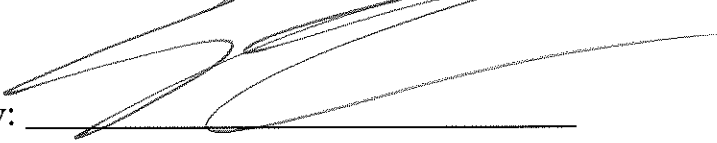
By:  _____
President

Date: April 28, 2026

Attorney: _____

Date: _____

MISSOURI ATTORNEY GENERAL'S OFFICE


By:  _____

Steven Reed

Assistant Attorney General

Date: 4/28/26

SO ORDERED.



Honorable Joshua P. Taylor

Date: May 14, 2026