

Cause No. 2024-68466

HARRIS COUNTY, TEXAS	§	IN THE DISTRICT COURT OF
	§	
and	§	
	§	
THE STATE OF TEXAS, a Necessary	§	
and Indispensable Party,	§	
	§	HARRIS COUNTY, TEXAS
<i>Plaintiffs,</i>	§	
v.	§	
	§	
SMYRNA READY MIX CONCRETE,	§	
LLC,	§	
	§	
<i>Defendant.</i>	§	215TH JUDICIAL DISTRICT
	§	

AGREED FINAL JUDGMENT

On this day, Plaintiffs, Harris County, Texas (“Harris County”) and the State of Texas (“State”), by and through the Texas Commission on Environmental Quality (“TCEQ”), a necessary and indispensable party, and Defendant, Smyrna Ready Mix Concrete, LLC (“Smyrna Ready Mix”), (collectively, the “Parties”), submitted to the Court this Agreed Final Judgment (“Agreed Judgment”) for approval following negotiations and settlement of this case. By presenting this Agreed Judgment to the Court, the State announces that it has published notice of this Agreed Judgment in the *Texas Register* for thirty (30) days, as required by Texas Water Code § 7.110, and received no comments that indicate the proposed settlement is inappropriate, improper, inadequate, or inconsistent with applicable law. Therefore, by the duly authorized signatures subscribed to this Agreed Judgment, the Parties represent to the Court that they agree to its terms, and that it represents the compromise and settlement of all claims placed at issue by *Harris County’s Original Petition and Application for Temporary and Permanent Injunction* filed in this cause and any other

matters placed in issue by any amended petitions and/or supplemental pleadings filed as of the date that this Agreed Judgment is signed by the presiding judge.

The Court finds that it has jurisdiction over the subject matter of this action pursuant to Chapter 7 of the Texas Water Code. The Court finds this Agreed Judgment to be proper, necessary, and in the best interest of justice.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

1. DEFINITIONS

1.1. As used in this Agreed Judgment, the words and terms set forth below shall have the following meanings:

- a. “Agreed Judgment” shall mean this Agreed Final Judgment.
- b. “Days” shall mean calendar days.
- c. “Effective Date” shall mean the date this Court signs this Agreed Judgment.
- d. “Harris County” means Harris County, Texas.
- e. “Parties” shall mean Plaintiffs Harris County, Texas and the State of Texas and Defendant Smyrna Ready Mix Concrete, LLC.
- f. “Petition” shall mean Harris County’s Original Petition and Application for Temporary and Permanent Injunction in Cause No. 2024-68466, in the 215th Judicial District Court of Harris County, Texas and any other matters placed in issue by any amended petitions and/or supplemental pleadings filed as of the date that this Agreed Judgment is signed by the presiding judge.
- g. “Plaintiffs” shall mean Harris County, Texas and the State of Texas.
- h. “Smyrna Ready Mix” or “Defendant” shall mean Smyrna Ready Mix Concrete, LLC and its successors.
- i. “State” shall mean the State of Texas, acting by and through the Attorney General of Texas, on behalf of the TCEQ, a necessary and indispensable party.

- j. “TCEQ” shall mean the Texas Commission on Environmental Quality and its predecessor and successor agencies.

2. STIPULATIONS

In agreeing to this Agreed Judgment, the Parties hereby stipulate to the following:

- 2.1. The Parties understand and agree to the terms of this Agreed Judgment.
- 2.2. Plaintiffs are duly authorized to bring this cause of action pursuant to state law.
- 2.3. This Agreed Judgment represents a resolution of all claims placed at issue by Harris County’s Petition and matters addressed in the violation notices issued by Harris County Pollution Control Services between July 13, 2020 and November 17, 2025. Defendant denies all claims at issue between Harris County, the State (including TCEQ), and Defendant that have been alleged in the Petition, including but not limited to denying that any violations of any applicable laws or regulations occurred here. No finding of violation is made herein, but the foregoing is an Agreed Judgment that Defendant is entering into solely for purposes of resolving the Petition.
- 2.4. This Agreed Judgment complies with all statutory, jurisdictional, and procedural requisites necessary for entry and enforcement.
- 2.5. The Parties agreed that they actively participated in the negotiations leading up to this Agreed Judgment, they understand the duties placed upon them by this Agreed Judgment, they have read the terms of the Agreed Judgment, and that the Agreed Judgment is not ambiguous.
- 2.6. The Parties waive any right to appeal from this Agreed Judgment.
- 2.7. Defendant acknowledges receipt of this Agreed Judgment.

3. CIVIL PENALTIES

- 3.1. Plaintiffs Harris County and the State shall have judgment from and against Defendant

Smyrna Ready Mix for civil penalties in the amount of ONE HUNDRED FORTY-THREE THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS (\$143,675.00), to be divided equally between Harris County and the State as required by Texas Water Code § 7.107.

3.2. Defendant shall make payment of SEVENTY-ONE THOUSAND EIGHT HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$71,837.50) to Harris County in accordance with Section 5 of this Agreed Judgment.

3.3. Defendant shall make payment of SEVENTY-ONE THOUSAND EIGHT HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$71,837.50) to the State in accordance with Section 5 of this Agreed Judgment.

4. ATTORNEY'S FEES

4.1. Harris County shall have judgment for attorney's fees from and against Defendant Smyrna Ready Mix in the amount of NINETEEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$19,250.00). Defendant shall make full payment of this amount in accordance with Section 5 of this Agreed Judgment.

4.2. The State shall have judgment for attorney's fees from and against Defendant Smyrna Ready Mix in the amount of NINETEEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$19,250.00). Defendant shall make full payment of this amount in accordance with Section 5 of this Agreed Judgment.

5. PAYMENTS & POST-JUDGMENT INTEREST

5.1. All amounts required to be paid to Harris County in accordance with Sections 3 and 4 of this Agreed Judgment shall be paid within thirty (30) Days of the Effective Date by

certified checks made payable to “Harris County, Texas for deposit into the General Fund,” shall reference “Cause No. 2024-68466,” and shall be delivered to:

Harris County Attorney’s Office
Attn: Sarah Utley
Environmental Division
1019 Congress Avenue, 15th Floor
Houston, Texas 77002

5.2. Payment for all amounts awarded to the State in this Agreed Judgment shall be paid within thirty (30) Days of the Effective Date by certified check made payable to “State of Texas” and shall reference “AG # CX2021803780.” Checks shall be delivered to:

Division Chief
Environmental Protection Division
Office of the Attorney General
P.O. Box 12548, MC-066
Austin, Texas 78711-2548

5.3. Plaintiffs shall have judgment against Defendant for post-judgment interest on all amounts awarded in this Agreed Judgment at the legal rate of seven point two five percent (7.25%) per annum beginning on the 31st Day after the Effective Date, until fully paid.

6. PUBLIC NOTICE

6.1. The signature on this Agreed Judgment for the State is subject to public notice and comment as required by Texas Water Code § 7.110. This Agreed Judgment will not be presented to the Court and the State’s consent will not be effective until public notice of this Agreed Judgment has been published in the *Texas Register*, the public has been given 30 Days during which to comment to the State on the terms of this Agreed Judgment, and

the State has re-affirmed its consent, after considering any comments, by presenting the Agreed Judgment to the Court for signature and entry.

7. RESERVATION OF RIGHTS

7.1. Notwithstanding any other provision of this Judgment, Harris County and the State reserve, and this Judgment is without prejudice to, all rights against Defendant with respect to all other matters, including but not limited to, the following:

- a. Claims that are not within the enforcement authority of Harris County and/or the TCEQ;
- b. Claims based on a failure of Defendant to meet a requirement of this Agreed Judgment;
- c. Criminal liability;
- d. Liability for violations of federal, state, or local law that occur on or after the Effective Date of this Agreed Judgment; and
- e. Liability for violations of federal, state, or local law that occurred prior to the Effective Date of this Agreed Judgment but were not placed in controversy by Harris County's Petition and matters addressed in the violation notices issued by Harris County Pollution Control Services between July 13, 2020 and November 17, 2025.

7.2. Harris County, the TCEQ, and the State reserve their rights to seek administrative and/or civil penalties for violations of the Texas Water Code, Texas Health and Safety Code, Texas Administrative Code, and/or Harris County regulations that were not placed in controversy by Harris County's Petition and matters addressed in the violation notices issued by Harris County Pollution Control Services between July 1, 2020 and November 17, 2025.

8. GENERAL PROVISIONS

8.1. This Agreed Judgment constitutes the entire agreement between the Parties and supersedes any and all prior agreements or understanding between the Parties relating to the

referenced cause, including, but not limited to, Rule 11 agreements between the Parties prior to the signing of this Agreed Judgment.

- 8.2. This Agreed Judgment may be executed in multiple parts which together shall constitute a single original instrument. Any executed signature page to this Agreed Judgment may be transmitted by facsimile transmission or email to the other Party, which shall constitute an original signature for all purposes. The Parties agree that the execution of the Agreed Judgment may be conducted by electronic means with electronic signatures.
- 8.3. This Agreed Judgment may only be modified upon the written consent of all Parties and the consent of this Court. All modifications of the Agreed Judgment shall become effective as of the date of approval of this Court.
- 8.4. No informal advice, guidance, suggestion, or comment (whether oral, written, or electronic) by any representative of Harris County, the State, or the TCEQ regarding reports, plans, specifications, schedules, rule interpretations, or any other writing shall relieve the Parties of obligations to obtain such formal written approval as may be required by this Agreed Judgment for a modification and to comply with all requirements of the Agreed Judgment.
- 8.5. This Court retains jurisdiction over both the subject matter of this Agreed Judgment and the Parties for the duration of the performance of the terms and provisions of this Agreed Judgment for the purpose of enabling Plaintiffs or Defendant to apply to the Court at any time for such further directions or relief as may be necessary or appropriate for the construction or modification of this Agreed Judgment, to effectuate or enforce compliance with its terms, or to resolve disputes related to it.
- 8.6. If any provision of this Agreed Judgment is held illegal or unenforceable in a judicial

proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreed Judgment remain legal and enforceable, the remainder of this Agreed Judgment shall remain operative and binding on the Parties.

8.7. Plaintiffs shall be allowed such writs and processes as may be needed for the enforcement of and collection of amounts awarded by this Agreed Judgment.

8.8. Plaintiffs may abstract and record this Agreed Judgment in the exercise of its discretion and as permitted by law.

8.9. This Agreed Judgment shall not be construed in any way to relieve Defendant or its agents or contractors from the obligation to comply with any federal, state, or local law.

8.10. This Agreed Judgment is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits. Defendant's compliance with this Agreed Judgment shall be no defense to any action commenced pursuant to any such laws, regulations, or permits. Plaintiffs do not, by signing this Agreed Judgment, warrant or aver in any manner that Defendant's compliance with this Agreed Judgment will constitute or result in compliance with the requirements of any federal, state, or local laws, regulations, or permits.

8.11. Nothing in this Agreed Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Agreed Judgment.

8.12. The obligations in this Agreed Judgment apply to and are binding upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law. No change in ownership or corporate status of Defendant including, but not limited to, any transfer

of assets or real or personal property, shall in any way alter Defendant's responsibilities under this Agreed Judgment.

8.13. Each of the undersigned representatives of a Party to this Agreed Judgment certifies that he or she is fully authorized to enter into the terms and conditions of the Agreed Judgment and to legally execute and bind that Party to this Agreed Judgment.

8.14. All relief not specifically granted herein is denied.

8.15. This Agreed Judgment finally disposes of all Parties and all claims filed in this lawsuit.

8.16. This Agreed Judgment shall be effective on the date the Court signs it.

SIGNED ON _____, 2026.

JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:

CHRISTIAN D. MENEFE
Harris County Attorney

JONATHAN G. C. FOMBONNE
First Assistant County Attorney

SARAH J. UTLEY
Managing Counsel, Affirmative and Environmental

BETHANY DWYER
Deputy Division Director, Environmental

/s/ Clarissa K. Bauer
Clarissa Kay Bauer
Assistant County Attorney
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Alexandra "Alex" Keiser
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AGREED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:

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Attorney General

BRENT WEBSTER
First Assistant Attorney General

RALPH MOLINA
Deputy First Assistant Attorney General

AUSTIN KINGHORN
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KELLIE E. BILLINGS-RAY
Chief, Environmental Protection Division

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OFFICE OF THE ATTORNEY GENERAL
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(512) 975-6848 | Fax: (512) 320-0911

ATTORNEYS FOR THE STATE OF TEXAS

AGREED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:

/s/ Thomas G. Haskins, Jr.

Thomas G. Haskins, Jr.

Bar No. 24087681

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ATTORNEYS FOR SMYRNA READY MIX CONCRETE, LLC

represents the compromise and settlement of all claims placed at issue by *Harris County's Original Petition and Application for Temporary and Permanent Injunction* filed in this cause and any other matters placed in issue by any amended petitions and/or supplemental pleadings filed as of the date that this Agreed Judgment is signed by the presiding judge.

The Court finds that it has jurisdiction over the subject matter of this action pursuant to Chapter 7 of the Texas Water Code. The Court finds this Agreed Judgment to be proper, necessary, and in the best interest of justice.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

1. DEFINITIONS

1.1. As used in this Agreed Judgment, the words and terms set forth below shall have the following meanings:

- a. "Agreed Judgment" shall mean this Agreed Final Judgment.
- b. "Days" shall mean calendar days.
- c. "Effective Date" shall mean the date this Court signs this Agreed Judgment.
- d. "Harris County" means Harris County, Texas.
- e. "Parties" shall mean Plaintiffs Harris County, Texas and the State of Texas and Defendant Smyrna Ready Mix Concrete, LLC.
- f. "Petition" shall mean Harris County's Original Petition and Application for Temporary and Permanent Injunction in Cause No. 2024-46626, in the 165th Judicial District Court of Harris County, Texas and any other matters placed in issue by any amended petitions and/or supplemental pleadings filed as of the date that this Agreed Judgment is signed by the presiding judge.
- g. "Plaintiffs" shall mean Harris County, Texas and the State of Texas.

- h. “Smyrna Ready Mix” or “Defendant” shall mean Smyrna Ready Mix Concrete, LLC and its successors.
- i. “State” shall mean the State of Texas, acting by and through the Attorney General of Texas, on behalf of the TCEQ, a necessary and indispensable party.
- j. “TCEQ” shall mean the Texas Commission on Environmental Quality and its predecessor and successor agencies.

2. STIPULATIONS

In agreeing to this Agreed Judgment, the Parties hereby stipulate to the following:

- 2.1. The Parties understand and agree to the terms of this Agreed Judgment.
- 2.2. Plaintiffs are duly authorized to bring this cause of action pursuant to state law.
- 2.3. This Agreed Judgment represents a resolution of all claims placed at issue by Harris County’s Petition and matters addressed in the violation notices issued by Harris County Pollution Control Services between April 20, 2020 and October 28, 2025. Defendant denies all claims at issue between Harris County, the State (including TCEQ), and Defendant that have been alleged in the Petition, including but not limited to denying that any violations of any applicable laws or regulations occurred here. No finding of violation is made herein, but the foregoing is an Agreed Judgment that Defendant is entering into solely for purposes of resolving the Petition.
- 2.4. This Agreed Judgment complies with all statutory, jurisdictional, and procedural requisites necessary for entry and enforcement.
- 2.5. The Parties agreed that they actively participated in the negotiations leading up to this Agreed Judgment, they understand the duties placed upon them by this Agreed Judgment,

they have read the terms of the Agreed Judgment, and that the Agreed Judgment is not ambiguous.

2.6. The Parties waive any right to appeal from this Agreed Judgment.

2.7. Defendant acknowledges receipt of this Agreed Judgment.

3. CIVIL PENALTIES

3.1. Plaintiffs Harris County and the State shall have judgment from and against Defendant Smyrna Ready Mix for civil penalties in the amount of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00), to be divided equally between Harris County and the State as required by Texas Water Code § 7.107.

3.2. Defendant shall make payment of EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500.00) to Harris County in accordance with Section 5 of this Agreed Judgment.

3.3. Defendant shall make payment of EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500.00) to the State in accordance with Section 5 of this Agreed Judgment.

4. ATTORNEY'S FEES

4.1. Harris County shall have judgment for attorney's fees from and against Defendant Smyrna Ready Mix in the amount of THIRTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$35,780.00). Defendant shall make full payment of this amount in accordance with Section 5 of this Agreed Judgment.

4.2. The State shall have judgment for attorney's fees from and against Defendant Smyrna Ready Mix in the amount of THIRTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY

DOLLARS (\$35,780.00). Defendant shall make full payment of this amount in accordance with Section 5 of this Agreed Judgment.

5. PAYMENTS & POST-JUDGMENT INTEREST

- 5.1. All amounts required to be paid to Harris County in accordance with Sections 3 and 4 of this Agreed Judgment shall be paid within thirty (30) Days of the Effective Date by certified checks made payable to “Harris County, Texas for deposit into the General Fund,” shall reference “Cause No. 2024-46626,” and shall be delivered to:

Harris County Attorney’s Office
Attn: Sarah Utley
Environmental Division
1019 Congress Avenue, 15th Floor
Houston, Texas 77002

- 5.2. Payment for all amounts awarded to the State in this Agreed Judgment shall be paid within thirty (30) Days of the Effective Date by certified check made payable to “State of Texas” and shall reference “AG # CX3034406903.” Checks shall be delivered to:

Division Chief
Environmental Protection Division
Office of the Attorney General
P.O. Box 12548, MC-066
Austin, Texas 78711-2548

- 5.3. Plaintiffs shall have judgment against Defendant for post-judgment interest on all amounts awarded in this Agreed Judgment at the legal rate of seven point two five percent (7.25%) per annum beginning on the 31st Day after the Effective Date, until fully paid.

6. PUBLIC NOTICE

- 6.1. The signature on this Agreed Judgment for the State is subject to public notice and comment as required by Texas Water Code § 7.110. This Agreed Judgment will not be

presented to the Court and the State's consent will not be effective until public notice of this Agreed Judgment has been published in the *Texas Register*, the public has been given 30 Days during which to comment to the State on the terms of this Agreed Judgment, and the State has re-affirmed its consent, after considering any comments, by presenting the Agreed Judgment to the Court for signature and entry.

7. RESERVATION OF RIGHTS

7.1. Notwithstanding any other provision of this Judgment, Harris County and the State reserve, and this Judgment is without prejudice to, all rights against Defendant with respect to all other matters, including but not limited to, the following:

- a. Claims that are not within the enforcement authority of Harris County and/or the TCEQ;
- b. Claims based on a failure of Defendant to meet a requirement of this Agreed Judgment;
- c. Criminal liability;
- d. Liability for violations of federal, state, or local law that occur on or after the Effective Date of this Agreed Judgment; and
- e. Liability for violations of federal, state, or local law that occurred prior to the Effective Date of this Agreed Judgment but were not placed in controversy by Harris County's Petition and matters addressed in the violation notices issued by Harris County Pollution Control Services between April 20, 2020 and October 28, 2025.

7.2. Harris County, the TCEQ, and the State reserve their rights to seek administrative and/or civil penalties for violations of the Texas Water Code, Texas Health and Safety Code, Texas Administrative Code, and/or Harris County regulations that were not placed in controversy by Harris County's Petition and matters addressed in the violation notices issued by Harris County Pollution Control services between April 20, 2020 and October

28, 2025.

8. GENERAL PROVISIONS

- 8.1. This Agreed Judgment constitutes the entire agreement between the Parties and supersedes any and all prior agreements or understanding between the Parties relating to the referenced cause, including, but not limited to, Rule 11 agreements between the Parties prior to the signing of this Agreed Judgment.
- 8.2. This Agreed Judgment may be executed in multiple parts which together shall constitute a single original instrument. Any executed signature page to this Agreed Judgment may be transmitted by facsimile transmission or email to the other Party, which shall constitute an original signature for all purposes. The Parties agree that the execution of the Agreed Judgment may be conducted by electronic means with electronic signatures.
- 8.3. This Agreed Judgment may only be modified upon the written consent of all Parties and the consent of this Court. All modifications of the Agreed Judgment shall become effective as of the date of approval of this Court.
- 8.4. No informal advice, guidance, suggestion, or comment (whether oral, written, or electronic) by any representative of Harris County, the State, or the TCEQ regarding reports, plans, specifications, schedules, rule interpretations, or any other writing shall relieve the Parties of obligations to obtain such formal written approval as may be required by this Agreed Judgment for a modification and to comply with all requirements of the Agreed Judgment.
- 8.5. This Court retains jurisdiction over both the subject matter of this Agreed Judgment and the Parties for the duration of the performance of the terms and provisions of this Agreed

Judgment for the purpose of enabling Plaintiffs or Defendant to apply to the Court at any time for such further directions or relief as may be necessary or appropriate for the construction or modification of this Agreed Judgment, to effectuate or enforce compliance with its terms, or to resolve disputes related to it.

- 8.6. If any provision of this Agreed Judgment is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreed Judgment remain legal and enforceable, the remainder of this Agreed Judgment shall remain operative and binding on the Parties.
- 8.7. Plaintiffs shall be allowed such writs and processes as may be needed for the enforcement of and collection of amounts awarded by this Agreed Judgment.
- 8.8. Plaintiffs may abstract and record this Agreed Judgment in the exercise of its discretion and as permitted by law.
- 8.9. This Agreed Judgment shall not be construed in any way to relieve Defendant or its agents or contractors from the obligation to comply with any federal, state, or local law.
- 8.10. This Agreed Judgment is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits. Defendant's compliance with this Agreed Judgment shall be no defense to any action commenced pursuant to any such laws, regulations, or permits. Plaintiffs do not, by signing this Agreed Judgment, warrant or aver in any manner that Defendant's compliance with this Agreed Judgment will constitute or result in compliance

with the requirements of any federal, state, or local laws, regulations, or permits.

8.11. Nothing in this Agreed Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Agreed Judgment.

8.12. The obligations in this Agreed Judgment apply to and are binding upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law. No change in ownership or corporate status of Defendant including, but not limited to, any transfer of assets or real or personal property, shall in any way alter Defendant's responsibilities under this Agreed Judgment.

8.13. Each of the undersigned representatives of a Party to this Agreed Judgment certifies that he or she is fully authorized to enter into the terms and conditions of the Agreed Judgment and to legally execute and bind that Party to this Agreed Judgment.

8.14. All relief not specifically granted herein is denied.

8.15. This Agreed Judgment finally disposes of all Parties and all claims filed in this lawsuit.

8.16. This Agreed Judgment shall be effective on the date the Court signs it.

SIGNED ON _____, 2026.

JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:

CHRISTIAN D. MENEFEE
Harris County Attorney

JONATHAN G. C. FOMBONNE
First Assistant County Attorney

SARAH J. UTLEY
Managing Counsel, Affirmative and Environmental

BETHANY DWYER
Deputy Division Director, Environmental

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AGREED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:

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ATTORNEYS FOR THE STATE OF TEXAS

AGREED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:

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