

**SETTLEMENT AGREEMENT BETWEEN P4 PRODUCTION, LLC,
IDAHO CONSERVATION LEAGUE AND ENVIRONMENT AMERICA**

**To Resolve Claims Under the Clean Air Act Relating to
Excess Emissions Event Reporting**

WHEREAS, Idaho Conservation League and Environment America (collectively, the “Citizen Groups”), by letter dated September 26, 2024 (the “Notice Letter”), served P4 Production, LLC (“P4 Production”) with a 60-day notice of intent to file suit over 773 alleged excess emissions event reporting violations, pursuant to the citizen suit provision of the federal Clean Air Act, 42 U.S.C. § 7604.

WHEREAS, the Citizen Groups and P4 Production (the “Parties”) desire to resolve the claims asserted by the Citizen Groups without litigation and without any admission of fault or liability.

WHEREAS, this Settlement Agreement has been negotiated by the Parties in good faith, will avoid litigation among the Parties, and is fair, reasonable, and in the public interest.

THEREFORE, the Parties, in consideration of the covenants set out herein, agree as follows:

I. Citizen Groups Commitments

1. The Citizen Groups agree not to file an action in state or federal court with respect to the reporting violations alleged in the Notice Letter, and any similar reporting violations occurring after the date of the Notice Letter and before the effective date of this Settlement Agreement, provided that P4 Production satisfies the commitments and obligations set forth in Section II, below. A copy of the Notice Letter is attached as Exhibit 1.

II. P4 Production Commitments

2. P4 Production shall include the following information in any excess emissions reports it submits to the Idaho Department of Environmental Quality (“DEQ”) pursuant to § 3.30 of P4 Production’s Clean Air Act Operating Permit No. T1-2020.0029 and §§ 58.01.01.130–136 of the Idaho Administrative Code: the specific permit condition(s) setting forth the emission standard or limitation that was exceeded; the type of pollutant(s) emitted in excess of the limitation; and a measurement or engineering estimate of the amount of emissions of each pollutant, or the percent opacity, in excess of the applicable limit. For excess opacity events, P4 Production shall develop and implement procedures that enable it to measure or estimate opacity levels for as much of the duration of each event as is reasonably possible, and/or to provide an estimated opacity percentage that is representative of the excess emissions event.

a. For a period of one year following the effective date of this Settlement Agreement, P4 Production shall, on a quarterly basis or more frequently, provide a copy to the Citizen Groups of all excess emission reports it submits to DEQ.

b. During the one-year period following the effective date, P4 shall, upon request, meet with the Citizen Groups to answer any questions the Citizen Groups may have related to how P4 estimated emissions on any of the reports provided pursuant to subsection 2.a. In addition, before the end of the one-year period, P4 shall provide in a streamlined reporting format (such as in an Excel spreadsheet) updated and more accurate estimates of the excess emissions for all events identified in the Notice Letter, excluding opacity-related events and events for which the updated calculations show no excess emissions actually occurred.

3. Within 90 days after the effective date of this Settlement Agreement, P4 Production shall pay the sum of \$75,000 in full and complete settlement of the Citizen Groups' claim for reasonable costs of litigation in this action (including reasonable attorneys' fees) to the Citizen Groups' counsel. Payment shall be made to the National Environmental Law Center ("NELC") in accordance with instructions to be provided by NELC via wire transfer or another method agreed to by the Parties.

III. GENERAL PROVISIONS

4. This Settlement Agreement may not be modified except in a writing signed by all the Parties.

5. This Settlement Agreement is effective upon execution by the Parties, and without the requirement of filing with any court, and may be signed in counterparts. The effective date shall be the latest date among the dated signatures below.

6. This Settlement Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Settlement Agreement that is not set forth in this Settlement Agreement shall be valid or binding, nor shall it be used in construing the terms of this Settlement Agreement as set forth herein.

7. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to legally bind such party to all terms and conditions of this document.

SIGNATURES

Idaho Conservation League consents to the terms and conditions of this Settlement Agreement by its duly authorized representative on this 24.00 day of March, 2025.

Signed by:

By: _____
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Brad Smith
Conservation Director
Idaho Conservation League

Environment America consents to the terms and conditions of this Settlement Agreement by its duly authorized representative on this 24.00 day of March, 2025.

DocuSigned by:

By: _____
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Wendy Wendlandt
President
Environment America

P4 Production, LLC, consents to the terms and conditions of this Settlement Agreement by its duly authorized representative on this 21 day of March, 2025.

Signed by:

By: _____
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Vikranth Michael
Plant Manager
P4 Production, LLC