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IN THE FIRST JUDICIAL DISTRICT COURT
 IN AND FOR LARAMIE COUNTY, STATE OF WYOMING

PEOPLE OF THE STATE OF)
 WYOMING,)
)
 Plaintiff,)
)
 v.)
)
 CHURCH & DWIGHT CO., INC.,)
 a Delaware corporation,)
)
 Defendant.)

FILED
 NOV 01 2013
 SANDY LANDERS
 CLERK OF THE DISTRICT COURT
 Docket No. 181-7241

CONSENT DECREE

The Wyoming Department of Environmental Quality, Air Quality Division (DEQ/AQD), in the name of the People of the State of Wyoming as Plaintiff, pursuant to Sections 901(a) and 903(c) of the Wyoming Environmental Quality Act (Act) Wyo. Stat. Ann. §§ 35-11-901(a) and 903(c) (2012), has filed a Complaint against Defendant Church & Dwight Co., Inc., a Delaware corporation, alleging that Church & Dwight failed to comply with Condition F2 of Operating Permit 3-2-108 at its Green River facility (Facility) located in Sweetwater County, Wyoming. The Parties, DEQ/AQD and Church & Dwight, state, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties at arm's length and in good faith and will avoid or settle certain litigation among the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, the Parties, by and through their respective counsel and representatives, have agreed to the following terms for resolving this litigation prior to

trial, before the taking of evidence, without adjudication or admission of any issue of fact or law, and with the consent of the Parties,

IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

I. Jurisdiction and Venue

This Court has jurisdiction over the subject matter and parties in this civil action under Section 901(a) of the Act. Wyo. Stat. Ann. § 35-11-901(a). Venue is proper in Laramie County under Section 903(c) of the Act. Wyo. Stat. Ann. § 35-11-903(c).

II. Parties

A. Church & Dwight is a Delaware corporation and is the owner and operator of the Facility located in Sweetwater County.

B. DEQ/AQD is the agency of Wyoming state government responsible for enforcing the Act, the Wyoming Air Quality Standards and Regulations (Air Quality Rules), the State Implementation Plan (State Plan) adopted pursuant to the federal Clean Air Act as amended, and permits issued pursuant to those provisions including Operating Permit 3-2-108.

III. Background

A. Church & Dwight

1. Church & Dwight owns and operates the Facility.
2. Church & Dwight is a “person” as defined in Wyo. Stat. Ann. § 35-11-103(a)(vi) and Rules Dep’t of Env’tl. Quality, Air Quality Div., Ch. 1 § 3(a) (2012).
3. Church & Dwight holds various DEQ/AQD permits relating to the Facility, including Operating Permit 3-2-108.

B. DEQ Operating Permit 3-2-108

1. The Act establishes a statutory scheme which is designed in part to enable the State of Wyoming to prevent, reduce, and eliminate pollution; to preserve and enhance the State of Wyoming’s air, water, and land resources; and, to allow the State of Wyoming to plan the development, use, reclamation, and enhancement of its air, water and land resources. Wyo. Stat. Ann. § 35-11-102.

2. The DEQ director may impose permit conditions “as may be necessary to accomplish the purpose of [the Wyoming Environmental Quality Act] which are not inconsistent with the existing rules, regulations and standards.” Wyo. Stat. Ann. § 35-11-801(a).

3. The State of Wyoming’s major source operating permit program defines sources subject to the program, and permit application, review, and issuance procedures. Wyo. Stat. Ann. §§ 35-11-203 to -206.

4. “After the effective date of the operating permit program . . . it shall be unlawful for any person . . . to operate any source required to have a permit under this section, without having complied with the provisions of the operating permit program.” Wyo. Stat. Ann. § 35-11-203(b).

5. Chapter 6, Section 3 of the Air Quality Rules prescribes the applicability and procedures for issuing permits to sources under Wyoming’s operating permit program. Rules Dep’t of Env’tl. Quality, Air Quality Div., Ch. 6, § 3.

6. The Air Quality Rules provide: “no source requiring an operating permit under Chapter 6, Section 3 may operate . . . except in compliance with a permit issued under this section.” *Id.* at § 3(d)(ii).

7. Operating permits must include a provision stating: “The permittee must comply with all conditions of the operating permit. Any permit noncompliance constitutes a violation of the [Clean Air] Act, Article 2 of the Wyoming Environmental Quality Act and the WAQSR [Air Quality Rules] and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.” *Id.* at § 3(h)(i)(F)(I).

8. DEQ/AQD Operating Permit 3-2-108 Condition G11 provides: “Any permit noncompliance constitutes a violation of the Clean Air Act, Article 2 of the Wyoming Environmental Quality Act, and the WAQSR [Air Quality Rules] and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.”

9. On November 18, 2009, DEQ/AQD issued Operating Permit 3-2-108 to Church & Dwight for the Facility.

10. Condition F2 of Operating Permit 3-2-108 limits particulate matter emissions from the Facility's LD Plant Conditioners, House Dust, and "B" Mill Dust Systems (Source MC-8501) to 9.92 pounds per hour (lb/hr) and 0.022 grains per dry standard cubic feet (gr/dscf).

C. DEQ Notice of Violation Docket No. 5092-12 (Notice of Violation)

1. Pursuant to Wyo. Stat. Ann. § 35-11-701, the DEQ/AQD issued Notice of Violation Docket No. 5092-12 (Notice of Violation) to Church & Dwight, dated December 7, 2012, alleging that Church & Dwight violated the Act, the Air Quality Rules, and Operating Permit 3-2-108 by failing to comply with the particulate matter lb/hr and gr/dscf emission limits for Source MC-8501 from April 17, 2012, through July 30, 2012.

2. Any person who violates any provision of Article 2 of the Act, the Air Quality Rules, or any standard or permit adopted pursuant to those provisions, "is subject to a penalty not to exceed ten thousand dollars (\$10,000.00) for each violation for each day during which violation continues, a temporary or permanent injunction, or both a penalty and an injunction[.]" Wyo. Stat. Ann. § 35-11-901(a).

IV. Settlement

Without admitting any of the facts alleged in the Notice of Violation or Complaint, and without admitting any liability or failure to comply with permit conditions, Church & Dwight agrees to the following:

A. Stipulated Civil Penalty. Within thirty (30) days after notice to Church & Dwight of entry by the Court of this Consent Decree, Church & Dwight agrees to pay to the DEQ/AQD the sum of twelve thousand five hundred dollars and no cents (\$12,500.00) (Stipulated Civil Penalty). Church & Dwight shall make the check payable to the Department of Environmental Quality and shall deliver it to Matthias Sayer, Assistant Attorney General, Wyoming Attorney General's Office, 123 Capitol Building, Cheyenne, WY 82002.

B. Supplemental Environmental Project. In addition to paying a Stipulated Civil Penalty, Church & Dwight agrees to complete the following Supplemental Environmental Project.

1. A Supplemental Environmental Project is a project that is beneficial for the environment and is otherwise not required by applicable statutes, regulations, permits, or orders. Church & Dwight's Supplemental Environmental Project (Project) will benefit the environment through activities conducted by the University of Wyoming Environmental Engineering Internship Program.

2. Church & Dwight agrees to complete this Project by submitting a check made payable to the University of Wyoming in the amount of twelve thousand five hundred dollars and no cents (\$12,500.00) for the University of Wyoming Environmental Engineering Internship Program account WYDEQ6867. Church & Dwight shall make full payment for this Project within thirty (30) days after Church & Dwight has been notified that the Court has entered this Consent Decree. Church & Dwight shall submit the payment to Shannyn Adkins, University of Wyoming, Sponsored Programs, 1000 East University Avenue, Dept. 3355, Laramie, WY 82071. Within thirty (30) days after completing this Project, Church & Dwight shall submit evidence that it completed this Project to DEQ/AQD, Attention: Mr. Robert Gill, DEQ/AQD Compliance Program Manager, Herschler Building - 2 East, 122 West 25th Street, Cheyenne, WY 82002.

3. Church & Dwight certifies that as of the date it signs this Consent Decree, it was not required to perform or develop this Project by any federal, state, or local law or regulation; nor was Church & Dwight required to perform or develop this Project pursuant to any other agreement or relief in any other case. Church & Dwight further certifies that it has not received and is not negotiating to receive credit for this Project in any other pending action.

C. Satisfaction. Payment of the Stipulated Civil Penalty and successful completion of the Project shall constitute full satisfaction of Church & Dwight's obligations under this Consent Decree.

V. Release and Covenant Not to Sue and Dismissal with Prejudice

A. DEQ/AQD agrees that payment of the Stipulated Civil Penalty and completion of the Project as specified in Section IV of this Consent Decree shall constitute full satisfaction of the Plaintiff's claims alleged in the Complaint initiating this action or in the Notice of Violation.

B. In consideration of Church & Dwight's payment of the Stipulated Civil Penalty and completion of the Project, the DEQ/AQD and the State of Wyoming hereby release and covenant not to sue Church & Dwight, its respective successors, assigns, affiliates, parents, officers, directors, employees, and representatives, as to any common law claims, statutory claims, or other claims or causes of action arising out of the facts, transactions, or events which were alleged in the Complaint initiating this action or in the Notice of Violation on the basis of knowledge DEQ/AQD actually had at the time of issuing the Notice of Violation.

C. This covenant not to sue is expressly conditioned upon Church & Dwight's complete and satisfactory performance specified in Section IV of this Consent Decree.

D. Within thirty (30) days after Church & Dwight's complete and satisfactory performance of the Consent Decree terms, the DEQ/AQD shall request that the Court terminate this Consent Decree and dismiss this action with prejudice as to all claims which were made in this lawsuit.

E. The terms of Section V shall survive the termination of the Consent Decree.

VI. Parties Bound

A. This Consent Decree shall apply to, and be binding upon, Church & Dwight, its successors and assigns and upon the DEQ/AQD and the State of Wyoming.

B. The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Consent Decree shall not be construed so as to create such status. The rights, duties, and obligations contained in this Consent Decree shall operate among the Parties to this Consent Decree.

C. Nothing in this Consent Decree relieves Church & Dwight of its duty to comply with the Act, the Air Quality Rules, Wyoming's State Plan, the federal Clean Air

Act, and any rules, regulations, and standards adopted thereunder including any permit requirements.

D. This Consent Decree is not and shall not be construed to be a permit or permit modification issued pursuant to any federal, state, or local statute, ordinance, or regulation. Church & Dwight shall remain solely responsible for its compliance with the terms of this Consent Decree, all permits, and all applicable federal, state, and local laws and regulations.

VII. Terms Not Severable

The terms of this Consent Decree, which embody the comprehensive stipulated settlement between the Parties, are not severable.

VIII. Reservation of Rights

A. By signing this Consent Decree, Church & Dwight does not admit that it violated any provision of the Act, the Air Quality Rules, Wyoming's State Plan, the federal Clean Air Act, or permits or waivers issued pursuant to such authority. By entering this Consent Decree, Church & Dwight does not admit or deny the validity of any allegation contained in the Notice of Violation or the Complaint.

B. DEQ/AQD and the State of Wyoming reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree, including seeking injunctive relief and/or civil penalties.

C. DEQ/AQD and the State of Wyoming do not waive sovereign immunity by entering into this Consent Decree and retain immunity and all defenses available to them as sovereigns under all state and federal law, except that any of the Parties may bring an action to seek interpretation or enforcement of this Consent Decree. Each party shall bear its own costs, fees, and expenses in any such action.

IX. Termination of Consent Decree

Except as otherwise provided in Section V, the terms and conditions of this Consent Decree shall terminate upon the DEQ/AQD's filing of written notice to the Court confirming Church & Dwight's completion its obligations under this Consent Decree and the Court's entry of a Termination and Dismissal Order.

X. Attorney's Fees/Costs of Action

Each party shall bear its own attorneys fees and costs of this action.

XI. Retention of Jurisdiction

This Court shall retain jurisdiction to enforce the terms and conditions of this Consent Decree, to enter such orders as are appropriate under the Consent Decree, and to resolve all disputes as may be necessary or appropriate for the construction or to carry out the terms of this Consent Decree until it is terminated as provided above.

XII. Authority

The signatories certify that they are duly authorized to bind their respective Parties to this Consent Decree.

DATED this 30th day of Oct., 2013.

3/ Plat G. Arnold
DISTRICT COURT JUDGE

STATE OF WYOMING COUNTY OF LARAMIE, SS CHEYENNE

I Sandy Landers, Clerk of the District Court in and for the County of Laramie, Wyoming, do hereby certify that the within and foregoing is a full true and correct copy of the original thereof as the same appears on file or of record in my office and that the same is in full force and effect as of this date.

Witness my hand and seal of said court this 1 day of Nov, 2013

SANDY LANDERS
Clerk of District Court

By [Signature] Deputy

Steven A. Dietrich

Steven A. Dietrich, Administrator
Air Quality Division

10-22-13

Date

Todd Parfitt
Todd Parfitt, Director
Department of Environmental Quality

10/22/13

Date

FOR CHURCH & DWIGHT, CO., INC.:

By: Peter Marshall
Peter Marshall
Director, Global Env. & Safety Operations

10/16/13

Date

APPROVAL AS TO FORM:

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Cheyenne, WY 82002
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Attorney for DEQ/AQD

10-23-13

Date

Andrew Forsell
Andrew Forsell
Deputy General Counsel
Church & Dwight Co., Inc.
500 Charles Ewing Boulevard
Ewing Township, NJ 08628
Ph: (609) 806-1292
Andy.Forsell@churchdwight.com
Attorney for Church & Dwight Co., Inc.

10/16/13

Date

WE HEREBY CONSENT to the entry of this Consent Decree:

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

Steven A. Dietrich
Steven A. Dietrich, Administrator
Air Quality Division

10-22-13
Date

Todd Parfitt
Todd Parfitt, Director
Department of Environmental Quality

10/22/13
Date

FOR CHURCH & DWIGHT, CO., INC.:

By: _____
Peter Marshall
Director, Global Env. & Safety Operations

Date

APPROVAL AS TO FORM:

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Attorney for DEQ/AQD

10-23-13
Date

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Attorney for Church & Dwight Co., Inc.

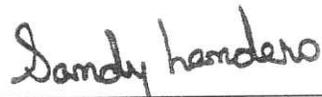
Date

CERTIFICATE OF SERVICE

I hereby certify that on the 1 day of Nov., 2013, a true copy of the foregoing *Consent Decree* was mailed, postage prepaid to the following:

Andrew Forsell
Deputy General Counsel
Church & Dwight Co., Inc.
500 Charles Ewing Boulevard
Ewing Township, NJ 08628

Wyoming Attorney General's Office
Attn: Matthias L. Sayer
123 Capitol Building
Cheyenne, WY 82002



CLERK OF DISTRICT COURT



Deputy Clerk District Court