

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

UNITED STATES of AMERICA.

Plaintiff.

v.

Case No.

GOLDCORP USA
INC., GOLDCORP INC., GLAMIS
RAND MINING COMPANY, NEW
VERDE MINES, LLC and YELLOW
ASTER MINING AND MILLING
COMPANY.

Defendants.

CONSENT DECREE

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I. BACKGROUND

1
2 A. The United States of America ("United States"), on behalf of the United States
3 Department of the Interior ("DOI"), Bureau of Land Management ("BLM"), filed a complaint in
4 this matter pursuant to Sections 107 and 113(g) of the Comprehensive Environmental Response,
5 Compensation, and Liability Act, as amended ("CERCLA"), 42 U.S.C. §§ 9607 and 9613(g).

6 B. In response to the release or threatened release of hazardous substances at or from
7 the Site, BLM undertook response actions at the Site pursuant to Section 104 of CERCLA,
8 42 U.S.C. § 9604, and will undertake additional response actions in the future.

9 C. In performing response action at the Site, BLM has incurred response costs and
10 will incur additional response costs in the future.

11 D. The United States alleges that Settling Defendants are responsible parties pursuant
12 to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for
13 response costs incurred and to be incurred at the Site.

14 E. The United States in its complaint seeks, inter alia: (1) reimbursement of response
15 costs against Goldcorp USA, Inc., Goldcorp Inc., Glamis Rand Mining Company, New Verde
16 Mines, LLC, and Yellow Aster Mining and Milling Company ("YAMM") (collectively,
17 "Settling Defendants") pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, in connection
18 with response actions to address the release or threatened release of hazardous substances at or
19 from the Rand Historic Mining Complex (the "Site"), which includes three distinct Operable
20 Units: Operable Unit 1 ("OU1"), Operable Unit 2 ("OU2") which is also known as the "Descarga
21 Tailings Impoundment" or the "Descarga Dam," and Operable Unit 3 ("OU3"), near Randsburg,
22 Kern County, California. The complaint also seeks a declaratory judgment pursuant to Section
23 113(g) of CERCLA, 42 U.S.C. § 9613(g), as to the liability of Settling Defendants with respect
24 to the Site that will be binding in any subsequent action for the recovery of costs of removal and
25 remedial action not inconsistent with the National Contingency Plan ("NCP"), 40 C.F.R. Part
26 300.

27 F. The Department of Interior is the only federal trustee for natural resources located
28 on, over, or under land at the Site. On July 8, 2019, in accordance with Section 122(j)(1) of
CERCLA, 42 U.S.C. § 9622(j)(1), BLM, acting with delegated authority from the President,
notified the Department of Interior, in its capacity as trustee, of settlement negotiations with
potentially responsible parties regarding the Site.

G. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C.
§ 9621(f)(1)(F), DOI notified the State of California, through the Department of Toxic
Substances Control on July 30, 2019, of negotiations with potentially responsible parties
regarding the implementation of remedial design and remedial action for the Site, and DOI has
provided the State with an opportunity to participate in such negotiations and be a party to this
Consent Decree.

H. Settling Defendants do not admit and if required to answer the complaint would
deny the allegations in the complaint and any liability arising out of the transactions or
occurrences alleged in the complaint.

I. BLM is the lead agency under CERCLA for the Site. By Executive Order 12,580,

1 as amended, the President has delegated to the DOI his authority to respond to any release or
2 threatened release of a hazardous substance, or pollutant or contaminant, on or from land under
3 DOI's jurisdiction, custody, or control. The Secretary of the Interior has further delegated this
4 CERCLA response authority to the Director of BLM for land under BLM's jurisdiction: this
5 authority has been further redelegated to the California State Director for BLM-managed lands
6 within the State of California.

7 J. In response to the release or threatened release of hazardous substances at or from
8 the Site, in September 2007, BLM commenced a Remedial Investigation and Feasibility Study
9 ("RI/FS") for the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and 40 C.F.R. §
10 300.430.

11 K. BLM found that samples of mine tailings collected from OU2 contained arsenic at
12 concentrations up to and exceeding 10,000 milligrams per kilogram (mg/kg); samples of tailings
13 collected outside of the fence that encircles most of OU2, where exposure by human and
14 ecological receptors is unrestricted, contained arsenic at concentrations up to 3,600 mg/kg, which
15 is more than three times background levels. BLM also found that based on the Human Health
16 Risk Assessment conducted for OU2, concentrations of arsenic pose unacceptable cancer and
17 noncancer human health risks to residents and recreational off-highway vehicle ("OHV") users;
18 in addition, based on the Ecological Risk Assessment conducted for OU2, BLM found that
19 arsenic also poses unacceptable risks to wildlife and vegetation.

20 L. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, on July 24, 2012, BLM
21 published notice of the completion of the RI/FS and issuance of the Proposed Plan in a major
22 local newspaper of general circulation. DOI provided an opportunity for written and oral
23 comments from the public on the Proposed Plan for remedial action and granted multiple
24 requests for extending the public comment period. Copies of the comments provided to BLM
25 regarding the proposed remedial action for the Site, as well as BLM's responses to those
26 comments, are part of the administrative record upon which BLM based the selection of the
27 response action.

28 M. The State and other interested parties have had a reasonable opportunity to review
and comment on the Selected Remedy in the Record of Decision for OU2 ("OU2 ROD"). The
OU2 ROD, dated May 13, 2015, includes a responsiveness summary to the significant public
comments received by BLM. Notice of the selection of a remedial action was published in
accordance with Section 117(b) of CERCLA, 42 U.S.C. § 9617(b).

N. The May 2015 OU2 ROD outlined a phased approach to implementing the
Selected Remedy. BLM implemented the initial phases, including Site stabilization and
consolidation of a large volume of contaminated materials. After the 5 year review, BLM
determined that the previous remedy was no longer protective of human health and the
environment and decided it is necessary to implement an alternative to the original remedy, as
identified and explained in an Explanation of Significant Differences ("ESD") approved on
October 10, 2024. Pursuant to the ESD, BLM plans to cap the Descarga tailings impoundment
with a synthetic cover system in accordance with a developed design and specifications to reduce
wind-blown sediment transport, isolate the consolidated waste, and protect the effectiveness of
the previous work performed. BLM has concluded that the synthetic cover system will not
degrade or negatively affect the quality of downstream surface waters. This synthetic cover
system will be deployed on approximately 12 acres including the slopes and crest of the waste

1 consolidation area and where surfactant was previously applied, all within the currently
2 established fence perimeter surrounding the Descarga Tailings Impoundment, which is part of
OU2.

3 O. The Goldcorp Settling Defendants are implementing reclamation plans for the
4 Descarga tailings impoundment that are incorporated in the current BLM-approved plan of
5 operations and Kern County conditional use permit. The plans contain requirements for
6 vegetation establishment within the fenced area around the Descarga tailings impoundment.
7 Pursuant to the request of the Goldcorp Settling Defendants, BLM has approved a modification
8 to the reclamation plans so that application of vegetation success criteria within the fenced area
9 around Descarga is consistent with the proposed cover as defined in the ESD and accommodates
BLM's goal to limit access within the fenced area to BLM staff and contractors. The Yellow
Aster Mining and Milling Company does not have any obligations under the reclamation plans at
the Site, and the Goldcorp Settling Defendants and the Yellow Aster Mining and Milling
Company are not related parties.

10 P. Solely for the purposes of Section 113(j) of CERCLA, 42 U.S.C. § 9613(j), the
11 Remedial Action set forth in the OU2 ROD constitutes a response action taken or ordered by the
President for which judicial review shall be limited to the administrative record.

12 Q. The terms of this Consent Decree concerns the Settling Defendants and the United
13 States. The Settling Defendants and related parties have prepared Appendix B containing mutual
14 releases pertaining to the rights and obligations between and among those Settling Defendants
and related parties.

15 R. The Parties recognize, and the Court by entering this Consent Decree finds, that
16 this Consent Decree has been negotiated by the Parties in good faith and implementation of this
17 Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated
litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public
interest.

18 NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

19 II. JURISDICTION

20
21 1. This Court has jurisdiction over the subject matter of this action pursuant to
22 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal
jurisdiction over Settling Defendants. Solely for the purposes of this Consent Decree and the
23 underlying complaint, Settling Defendants waive all objections and defenses that they may have
24 to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge
entry or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this
Consent Decree.

25 III. PARTIES BOUND

26
27 2. This Consent Decree is binding upon the United States, and upon Settling
28 Defendants and their successors, and assigns. Any change in ownership or corporate or other
legal status, including, but not limited to, any transfer of assets or real or personal property, shall
in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or Appendix A, the following definitions shall apply:

"BLM" shall mean the Bureau of Land Management within the Department of the Interior.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

"CHF" shall mean the DOI Central Hazardous Materials Fund.

"Consent Decree" shall mean this Consent Decree and Appendix A. In the event of conflict between this Consent Decree and Appendix A, this Consent Decree shall control.

"Day" shall mean a calendar day unless expressly stated to be a working day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

"Effective Date" shall mean the date upon which the Court's approval of this Decree is recorded on its docket.

"DOI" shall mean the United States Department of the Interior, including the Bureau of Land Management, and any successor departments or agencies of the United States.

"DOJ" shall mean the United States Department of Justice and its successor departments, agencies, or instrumentalities.

"Goldcorp Settling Defendants" shall mean Glamis Rand Mining Company, Goldcorp Inc., Goldcorp USA, Inc. and New Verde Mines, LLC.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"Natural Resource" or "Natural Resources" shall mean land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources, belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States.

1 "Natural Resource Damages" shall mean any damages recoverable by the United States
2 on behalf of the public, for injury to, destruction of, loss of, loss of use of, or impairment of
3 Natural Resources at the Site as a result of a release of hazardous substances, including, but not
4 limited to: (i) the reasonable costs of assessing such injury, destruction, or loss or impairment
5 arising from or relating to such a release; (ii) the costs of restoration, rehabilitation, or
6 replacement of injured or lost Natural Resources or of acquisition of equivalent resources; (iii)
the costs of planning such restoration activities; (iv) compensation for injury, destruction, loss,
loss of use, or impairment of Natural Resources; and (v) each of the categories of recoverable
damages described in 43 C.F.R. § 11.15.

7 "Operable Unit 1" or "OU1" shall mean the Kelly Silver Mine area in Red Mountain,
California.

8 "Operable Unit 2" or "OU2" shall mean the Yellow Aster Mine area in Randsburg,
9 California, including the Descarga tailings impoundment.

10 "Operable Unit 3" or "OU3" shall mean the Marigold Mine area near Johannesburg,
California.

11 "OU2 Record of Decision" or "OU2 ROD" shall mean the Record of Decision relating to
12 OU2 of the Site issued by DOI on May 13, 2015, and all attachments thereto, as amended by the
13 ESD.

14 "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral
or an upper or lower case letter.

15 "Parties" shall mean the United States and Settling Defendants.

16 "Plaintiff" shall mean the United States.

17 "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992
18 (also known as the Resource Conservation and Recovery Act).

19 "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

20 "Selected Remedy" or "Remedial Action" shall mean the remedial alternative selected in
21 the OU2 ROD, dated May 13, 2015, as amended by the ESD.

22 "Settling Defendants" shall mean Goldcorp USA, Inc., Goldcorp Inc., Glamis Rand
Mining Company, New Verde Mines, LLC, and Yellow Aster Mining and Milling Company.

23 "Site" shall mean the Rand Historic Mining Complex, including OU1, OU2, OU3 and
24 associated areas of contamination depicted generally on the aerial photo attached as Appendix A
25 hereto, and any area subject to, or necessary to implement the Remedial Action, and also
26 includes any location where hazardous substances from those areas have come to be located,
including from wind-blown tailings or other mine-related materials.

27 "State" shall mean the State of California.

28 "State Director" shall mean the California State Director, Bureau of Land Management.

1 "United States" shall mean the United States of America and each department, agency
2 and instrumentality of the United States, including DOI.

3 "Waste Material" shall mean: (1) any "hazardous substance" under Section 101(14) of
4 CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of
5 CERCLA, 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42
6 U.S.C. § 6903(27); and (4) any "hazardous waste" under California Health and Safety Code
7 Section 25117.

8 **V. STATEMENT OF PURPOSE**

9 4. By entering into this Consent Decree, the mutual objective of the Parties is for
10 Settling Defendants to make a cash payment to resolve their alleged civil liability with regard to
11 the Site under Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and under
12 Section 7003 of RCRA, 42 U.S.C. § 6973, as provided in the Covenants by Plaintiff in Section
13 VIII, subject to the Reservations of Rights by United States in Section IX, and as provided in the
14 Covenants by Settling Defendants in Section X.

15 **VI. PAYMENT OF RESPONSE COSTS**

16 **5. Payment by Settling Defendants for Response Costs.**

17 a. Within 30 days after the Effective Date, Settling Defendants shall pay to
18 the United States \$5 million to be deposited into the CHF to be retained and used to conduct or
19 finance the Selected Remedy at OU2 as follows: YAMM shall pay \$1,525,000 and Goldcorp
20 USA, Inc. shall pay \$3,475,000 in accordance with Paragraph (b) below.

21 b. Settling Defendants shall also pay an additional sum for Interest on the
22 amount set forth in Paragraph (a) calculated from the date of lodging. In the alternative, within 7
23 days after Settling Defendants receive notice from the United States that this Consent Decree has
24 been lodged, the individual Settling Defendants shall have the option to deposit their respective
25 share of the \$5 million identified in subparagraph (a) above into an interest-bearing escrow
26 account in a duly chartered bank or trust company that is insured by the Federal Deposit
27 Insurance Corporation (the "Escrow Account"). If the Consent Decree is not entered by the
28 Court, and the time for any appeal of that decision has run, or if the Court's denial of entry is
upheld on appeal, the monies placed in escrow, together with accrued interest thereon, shall be
returned to the respective Settling Defendants. If the Consent Decree is entered by the Court,
Settling Defendants shall, within 15 days after the Effective Date, cause the monies in the
Escrow Account, together with accrued interest thereon, to be paid in accordance with Paragraph
(c) below.

29 c. The total amounts to be paid by Settling Defendants pursuant to
30 Paragraphs (a) and (b) above shall be remitted through an electronic funds transfer to the
31 Department of the Treasury's Automated Clearing House (ACH)/Remittance Express Program.
32 Payments shall identify the name of the paying party and reference the Site name: "CHF Site
33 Code 2CA82, Yellow Aster Mine and Mill (Rand OU2), project-directed" and should include the
34 following information:

Receiver Name: DOI Central Hazardous Materials Fund

ALC Number: 14010001

ABA Number: 051036706

ALC Receiver Address: Department of the Interior, Central Hazardous Materials Fund, Interior Business Center Division of Financial Management Services, Accounting Operations Services Division.– Central Hazardous Materials Fund payment, Denver Federal Center, Building 48, ATTN: Collections Officer, Mailstop D-2770, Denver, CO 80225

Receiver Bank: Federal Reserve Bank, New York, NY

Receiver ACH Account: 312024

Receiver Tax ID Number: 53-0196949

Treasury Account Symbol (TAS): 014X1121

Settling Defendants will direct all questions or requests for additional information concerning remittance procedures to the CHF Fund Manager. In addition, at the time of payment, Settling Defendants will send notification of payment referencing the amount of payment, the CHF Site Code, and the Site name to the individuals identified in this decree for notices.

VII. FAILURE TO COMPLY WITH CONSENT DECREE

6. **Interest on Late Payments.** If any Settling Defendant fails to make any payment required by Paragraph 5 (Payment by Settling Defendants for Response Costs) by the required due date, Interest shall accrue on that Settling Defendant's unpaid balance through the date of payment.

7. Stipulated Penalties

a. If any amounts due to DOI under this Consent Decree are not paid by the required date, the Settling Defendant that fails to pay shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required, \$1,500 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days after the date of the demand for payment of the penalties by DOI. Settling Defendants shall make all payments at <https://www.pay.gov> in accordance with the payment procedures in Paragraph 5 and shall send notice of such payments to the United States in accordance with the procedures under Section XII.

c. Penalties shall accrue as provided in this Paragraph regardless of whether DOI has notified Settling Defendants of the violation or made a demand for payment but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due

1 and shall continue to accrue through the date of payment. Nothing in this Consent Decree shall
2 prevent the simultaneous accrual of separate penalties for separate violations of this Consent
3 Decree.

4 8. If the United States brings an action to enforce this Consent Decree. Settling
5 Defendants shall reimburse the United States for all costs of such action, including but not
6 limited to costs of attorney time.

7 9. Payments made under this Section shall be in addition to any other remedies or
8 sanctions available to Plaintiffs by virtue of Settling Defendants' failure to comply with the
9 requirements of this Consent Decree.

10 10. The obligations of each Settling Defendant under this Consent Decree, including
11 the payment obligations in Sections VI and VII, shall be several and not joint. The failure of any
12 Settling Defendant to make a required payment or otherwise perform its obligations under this
13 Consent Decree shall not affect the rights or obligations of the other Parties under this Consent
14 Decree.

15 11. Notwithstanding any other provision of this Section, the United States may, in its
16 unreviewable discretion, waive payment of any portion of the stipulated penalties that have
17 accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse
18 Settling Defendants from payment as required by Section VI (Payment of Response Costs) or
19 from performance of any other requirements of this Consent Decree.

20 VIII. COVENANTS BY PLAINTIFF

21 12. **Covenants for Settling Defendants by United States.** Except as specifically
22 provided in Section IX (Reservation of Rights by United States), the United States covenants not
23 to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and
24 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and Section 7003 of RCRA, 42 U.S.C.
25 § 6973, with regard to the Site. These covenants shall take effect upon the Effective Date. These
26 covenants are conditioned upon the satisfactory performance by Settling Defendants of their
27 obligations under this Consent Decree. These covenants extend only to Settling Defendants and
28 do not extend to any other person.

IX. RESERVATION OF RIGHTS BY UNITED STATES

13 13. The United States reserves, and this Consent Decree is without prejudice to, all
14 rights against Settling Defendants with respect to all matters not expressly included within
15 Paragraph 12 (Covenants for Settling Defendants by United States). Notwithstanding any other
16 provision of this Consent Decree, the United States reserves all rights against Settling
17 Defendants with respect to:

18 a. liability for failure of Settling Defendants to meet a requirement of this
19 Consent Decree:

1 b. criminal liability;

2 c. liability based on the ownership or operation of the Site by Settling
3 Defendants when such ownership or operation commences after signature of this Consent Decree
4 by Settling Defendants (except for CERCLA liability arising from activities required to comply
5 with an existing reclamation plan approved by BLM, including any modification of such plan
6 approved by BLM);

7 d. liability based on Settling Defendants' transportation, treatment, storage,
8 or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous
9 substance or a solid waste at or in connection with the Site, after signature of this Consent
10 Decree by Settling Defendants (except for CERCLA liability arising from activities required to
11 comply with an existing reclamation plan approved by BLM, including any modification of such
12 plan approved by BLM); and

13 e. liability arising from the past, present, or future disposal, release or threat
14 of release of a hazardous substance, pollutant, or contaminant outside of the Site.

11 X. COVENANTS BY SETTLING DEFENDANTS

12 14. **Covenants by Settling Defendants.** Settling Defendants covenant not to sue and
13 agree not to assert any claims or causes of action against the United States, or its contractors or
14 employees, with respect to the Site and this Consent Decree, pursuant to the following:

15 a. any direct or indirect claim for reimbursement from the EPA Hazardous
16 Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C.
17 §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

18 b. any claim arising out of response actions at or in connection with the Site,
19 including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the
20 Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

21 c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C.
22 §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law relating to the
23 Site.

24 15. Except as provided in Paragraph 17 (claims against other parties) and
25 Paragraph 22 (res judicata and other defenses), the covenants in this Section shall not apply in
26 the event the United States brings a cause of action or issues an order pursuant to any of the
27 reservations in Section IX (Reservations of Rights by United States), other than in
28 Paragraph 13.a) (liability for failure to meet a requirement of the Consent Decree) or 13.b)
(criminal liability), but only to the extent that Settling Defendant's claims arise from the same
response action or response costs that the United States is seeking pursuant to the applicable
reservation.

1 16. Nothing in this Consent Decree shall be deemed to constitute approval or
2 preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or
3 40 C.F.R. § 300.700(d).

4 17. Settling Defendants agree not to assert any claims and to waive all claims or
5 causes of action (including but not limited to claims or causes of action under Sections 107(a)
6 and 113 of CERCLA) that they may have for response costs relating to the Site against each
7 other or any other person who is a potentially responsible party under CERCLA at the Site. This
waiver shall not apply with respect to any defense, claim, or cause of action that a Settling
Defendant may have against any person if such person asserts a claim or cause of action relating
to the Site against such Settling Defendant.

8 **XI. EFFECT OF SETTLEMENT/CONTRIBUTION**

9 18. Except as provided in Paragraph 17 (claims against non-parties), nothing in this
10 Consent Decree shall be construed to create any rights in, or grant any cause of action to, any
11 person not a Party to this Consent Decree. Except as provided in Paragraph 17, each of the
12 Parties expressly reserves any and all rights (including, but not limited to, under Section 113 of
13 CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have
14 with respect to any matter, transaction, or occurrence relating in any way to the Site against any
15 person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United
States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue
any such persons to obtain additional response costs or response action and to enter into
settlements that give rise to contribution protection pursuant to Section 113(f)(2).

16 19. The Parties agree, and by entering this Consent Decree this Court finds, that this
17 Consent Decree constitutes a judicially-approved settlement pursuant to which Settling
18 Defendants have, as of the Effective Date, resolved liability to the United States within the
19 meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and are entitled, as of the
20 Effective Date, to protection from contribution actions or claims as provided by Section
21 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in
22 this Consent Decree. The "matters addressed" in this Consent Decree are all response actions
23 taken or to be taken and all response costs incurred or to be incurred, at or in connection with the
24 Site, by the United States or any other person, except for the State, plus the United States' claims
25 for Natural Resource Damages at or in connection with the Site, except for the State or any non-
federal Trustee; provided, however, that if the United States exercises rights under the
reservations in Section IX (Reservations of Rights by United States), other than in Paragraph
13.a (liability for failure to meet a requirement of the Consent Decree) or 13.b (criminal
liability), the "matters addressed" in this Consent Decree will no longer include those response
costs or response actions or Natural Resource Damages that are within the scope of the exercised
reservation.

26 20. The Parties further agree, and by entering this Consent Decree this Court finds,
27 that the complaint filed by the United States in this action is a civil action within the meaning of
28 Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes
a judicially-approved settlement pursuant to which each Settling Defendant has, as of the

Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

21. Each Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify DOI and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify DOI and DOJ in writing within 10 days after service of the complaint or claim upon it. In addition, each Settling Defendant shall notify DOI and DOJ within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

22. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by Plaintiff set forth in Section VIII.

XII. NOTICES AND SUBMISSIONS

23. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent 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 of a change to the other Parties in writing. Except as otherwise provided, notice to a Party by email in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

24. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified in this Section shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, DOI, and Settling Defendant, respectively. Notices required to be sent to DOI, and not to the United States, under the terms of this Consent Decree should not be sent to the U.S. Department of Justice.

As to the United States:

By email to eesedcopy.enrd@usdoj.gov:
Re: DJ# 90-11-3-11824

As to DOI:

Sterling White
BLM Project Manager
22835 Calle San Juan De Los Lagos
Moreno Valley, CA 92553
swhite@blm.gov
951-697-5239

Sari Levin
Assistant Solicitor

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Office of the Solicitor
1849 C Street, NW, MS 6412
Washington, D.C. 20240
sari.levin@sol.doi.gov

As to the CHF Fund Manager:

Cynthia Ries, CHF Program Manager
Office of Environmental Policy and Compliance
Department of the Interior
1849 C Street, N.W., Room 2618
Washington, D.C. 20240
cynthia.ries@ios.doi.gov

Rachel Mark-Bachus,
CHF Budget Analyst
Office of Environmental Policy and Compliance
Department of the Interior
Denver Federal Center
Building 46
P.O. Box 25207
202-208-1826
Rachel.mark-bachus@ios.doi.gov

As to the Goldcorp Settling Defendants:

LegalNotices@newmont.com

Jihee Suh
Group Head – Corporate Advisory & Litigation
Newmont Corporation
6900 E. Layton Ave., Suite 700
Denver, CO 80237
Jihee.suh@newmont.com

Scott Hardt
ENR Legal Advisors, LLC
33852 Meadow Mountain Road
Evergreen, CO 80439
hardt@enrlegal.com

As to Yellow Aster Mining and Milling Company:

C. Michael Rasmussen
Hutchison & Steffen, PLLC
10080 W. Alta Drive
Suite 200
Las Vegas, NV 89145
mrasmussen@hutchlegal.com

XIII. RETENTION OF JURISDICTION

25. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION/APPENDICES

26. Two appendices are attached to this Consent Decree. Appendix A is a copy of Figure 1.1 from the RI/FS, which generally depicts the Rand Historic Mining Complex, and is incorporated into this Consent Decree. Appendix B is the mutual release among Settling Defendants and other related parties.

27. This Consent Decree and Appendix A constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree and Appendix A. Appendix B relates to a concurrent settlement among Settling Defendants and related parties.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

28. This Consent Decree shall be lodged with the Court for a period of at least 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

29. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVI. SIGNATORIES/SERVICE

30. Each undersigned representative of a Settling Defendant and the Assistant Attorney General, U.S. Department of Justice, Environment and Natural Resources Division, or his/her designee certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

31. Each Settling Defendant agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

32. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XVII. FINAL JUDGMENT

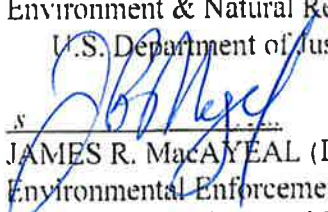
33. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the United States and Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 2026.

20

Signature Page for Consent Decree Regarding Rand Historic Mining District Site

FOR THE UNITED STATES OF AMERICA:

ADAM R.F. GUSTAFSON
Principal Deputy Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice

JAMES R. MacAYEAL (DC Bar # 474664)
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

OF COUNSEL:

AMANDA L. CRAWFORD
Attorney-Advisor
U.S. Department of the Interior, Office of the Solicitor
Division of Land Resources
Branch of Environmental Compliance and Response
1849 C Street, N.W. MS 6425
Washington, DC 20240

**AARON
MOODY**

Digitally signed by
AARON MOODY
Date: 2026.04.06
11:56:22 -04'00'

AARON MOODY
Associate Solicitor
U.S. Department of the Interior
Office of the Solicitor
Division of Land Resources
1849 C Street, N.W., MS6412
Washington, DC 20240

Signature Page for Consent Decree Regarding Rand Historic Mining Site

FOR GOLDCORP USA, INC.:

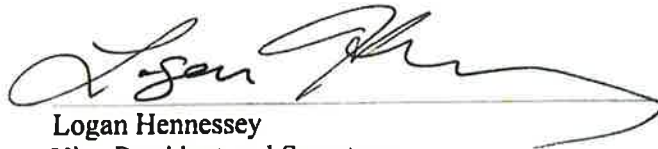
26 January 2016
Dated



Logan Hennessey
Vice President and Secretary
6900 E. Layton Ave.
Suite 700
Denver, CO 80237

FOR GOLDCORP INC.:

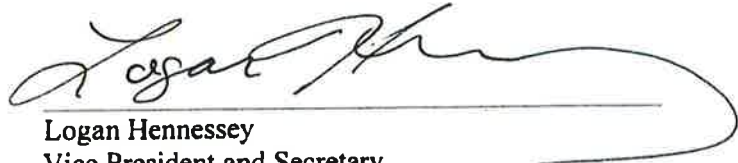
26 January 2016
Dated



Logan Hennessey
Vice President and Secretary
6900 E. Layton Ave.
Suite 700
Denver, CO 80237

FOR GLAMIS RAND MINING COMPANY:

26 January 2016
Dated



Logan Hennessey
Vice President and Secretary
6900 E. Layton Ave.
Suite 700
Denver, CO 80237

Signature Page for Consent Decree Regarding Rand Historic Mining Site

FOR NEW VERDE MINES LLC

26 January 2026
Dated



Logan Hennessey
Vice President and Secretary
6900 E. Layton Ave.
Suite 700
Denver, CO 80237

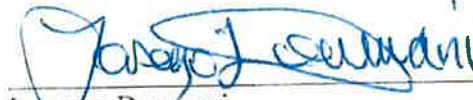
Agent Authorized to Accept Service on Behalf of Goldcorp USA Inc., Goldcorp Inc., Glamis
Rand Mining Company and New Verde Mines, LLC:

Meghan M. Baker
Downey Brand LP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814
mbaker@downeybrand.com

Signature Page for Consent Decree Regarding Rand Historic Mining District Site

FOR YELLOW ASTER MINING AND MILLING
COMPANY:

January 21, 2026
Dated



Lorenzo Doumani
President
Yellow Aster Mining and Milling Company
3195 Bel Air Drive
Las Vegas, NV. 89109

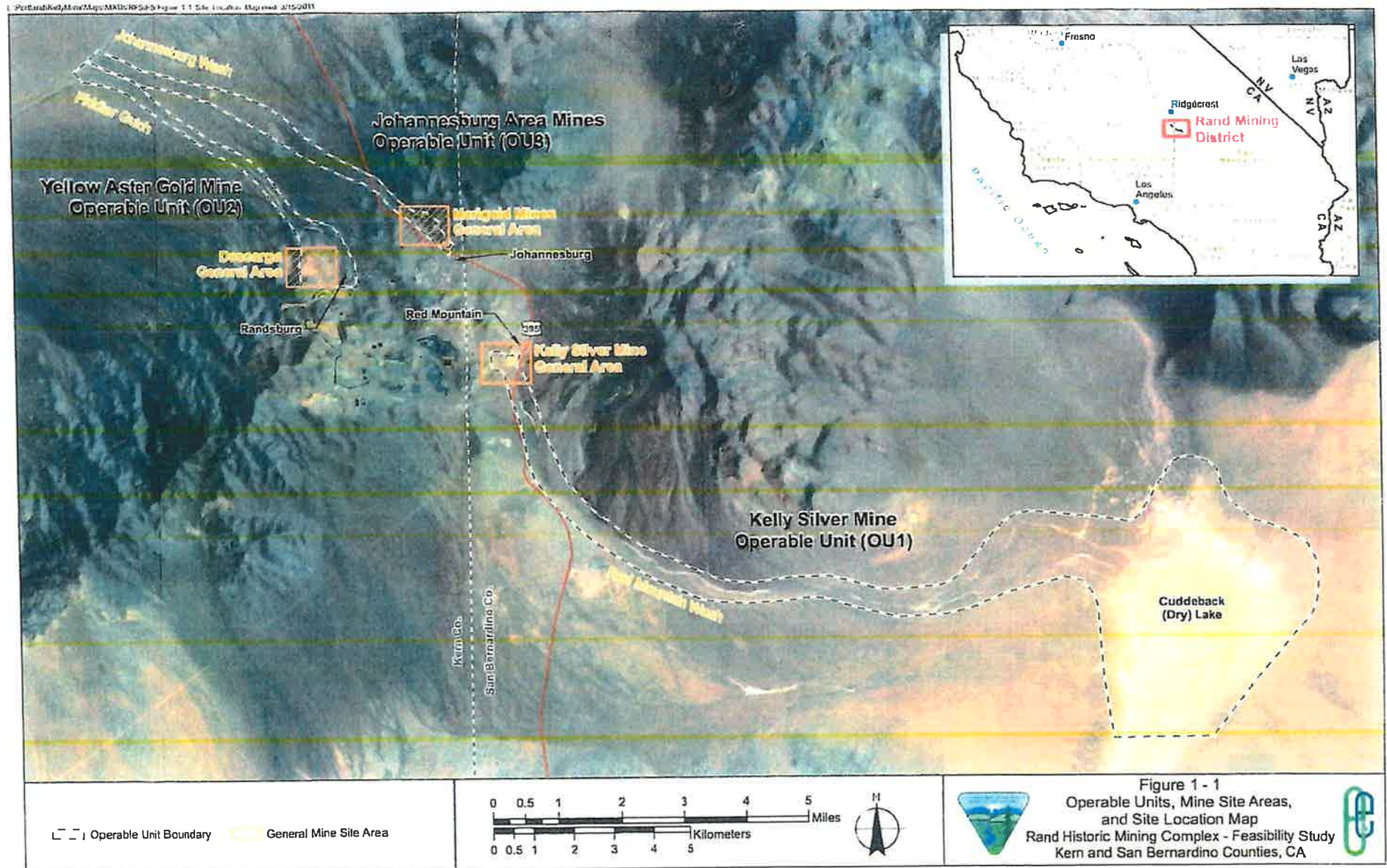
Agent Authorized to Accept Service on Behalf of Above-signed Party:

C. Michael Rasmussen
Counsel
Hutchison & Steffen, PLLC
10080 W. Alta Drive
Suite 200
Las Vegas, NV 89145
mrasmussen@hutchlegal.com

Appendix A

Aerial "Site" Map of Rand Historic Mining Complex

Appendix A



Appendix B

Mutual Release Between Settling Defendants

MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement ("Agreement") is entered into by Yellow Aster Mining and Milling Company ("YAMM"), and Goldcorp USA, Inc., Goldcorp Inc., Glamis Rand Mining Company and New Verde Mines LLC (collectively, "Goldcorp Entities"). YAMM and the Goldcorp Entities are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

A. The Parties are entering into a Consent Decree (the "Consent Decree") with the United States of America ("United States") resolving the Parties' potential liability at the Site (defined below) pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and other authorities, as provided in the Consent Decree.

B. The United States intends to lodge the Consent Decree with the United States District Court for the Eastern District of California. The Consent Decree will become effective on the date that the Court's approval of the Consent Decree is recorded on the Court's docket.

C. The Parties additionally want to resolve other potential claims and liabilities related to the Site among themselves as provided in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement and other valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

TERMS OF AGREEMENT

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the subject entity or entities.

"Effective Date" means the effective date of this Agreement as provided in Section 4 of this Agreement.

"Goldcorp Related Parties" means (i) the former and current officers, directors and employees of the Goldcorp Entities to the extent that the liability of any such person is based on acts or omissions which occurred in the scope of the person's employment or capacity as an officer, director or employee, and (ii) all Affiliates of the Goldcorp Entities, and their former and current officers, directors and employees to the extent that the liability of any such person is based on acts or omissions which occurred in the scope of the person's employment or capacity as an officer, director or employee.

"Site" means the Rand Historic Mining Complex, including Operable Unit 1, Operable Unit 2, Operable Unit 3 and associated areas of contamination depicted generally on the aerial photo attached as Appendix A to the Consent Decree, and any area subject to, or necessary to implement the Remedial Action, and also includes any location where hazardous substances from those areas have come to be located, including from wind-blown tailings or other mine-related materials.

"State" means the State of California.

"YAMM Related Parties" means (i) the former and current officers, directors and employees of YAMM to the extent that the liability of any such person is based on acts or omissions which occurred in the scope of the person's employment or capacity as an officer, director or employee, and (ii) all Affiliates of YAMM, and their former and current officers, directors and employees to the extent that the liability of any such person is based on acts or omissions which occurred in the scope of the person's employment or capacity as an officer, director or employee.

2. Releases.

a. Except as provided in Section 2.c below, YAMM, on behalf of itself and the YAMM Related Parties, and their Affiliates, successors and assigns, forever releases, discharges and holds harmless the Goldcorp Entities and Goldcorp Related Parties, and their Affiliates, agents, successors and assigns, from all claims, actions, expenses, damages, and liabilities of every kind and nature whatsoever (including attorneys' fees), in law or equity, and whether known or unknown or accrued or unaccrued, that arise from or are related to: (i) any payments made pursuant to the Consent Decree; (ii) any act or omission at or relating to the Site prior to the Effective Date, including but not limited to any environmental conditions that arise from or are related to such acts or omissions; and (iii) any future reclamation or closure work at or related to the Site by or on behalf of the Goldcorp Entities or Goldcorp Related Parties under or pursuant to an existing BLM-approved Plan of Operations, as it may be hereafter amended or modified by BLM, or pursuant to an existing Conditional Use Permit approved by Kern County or the State, as it may be hereafter modified or amended by Kern County or the State.

b. Except as provided in Section 2.c below, the Goldcorp Entities, on behalf of themselves and the Goldcorp Related Parties, and their Affiliates, successors and assigns, forever release, discharge and hold harmless YAMM and the YAMM Related Parties, and their Affiliates, agents, successors and assigns, from all claims, actions, expenses, damages, and liabilities of every kind and nature whatsoever (including attorneys' fees), in law or equity, and whether known or unknown or accrued or unaccrued that arise from or are related to: (i) any payments made pursuant to the Consent Decree; (ii) any act or omission at or relating to the Site prior to the Effective Date, including but not limited to any environmental conditions that arise from or are related to such acts or omissions; and (iii) any future reclamation or closure work at or related to the Site by or on behalf of YAMM or the YAMM Related Parties under or pursuant to an existing BLM-approved Plan of Operations, as it may be hereafter

amended or modified by BLM, or pursuant to an existing Conditional Use Permit approved by Kern County or the State, as it may be hereafter modified or amended by Kern County or the State.

c. In the event an unrelated third-party files a claim or brings an action against a Party, a Goldcorp Related Party or YAMM Related Party, or any of their successors or assigns arising from conditions at or related to the Site, that defendant may assert an otherwise available cross claim or defense against the other Parties, Goldcorp Related Parties or YAMM Related Parties, or their successors or assigns, solely for the limited purpose of defending against or mitigating the third-party claim and only to the extent it relates to the same damages, injury or liability that is basis for the third-party claim or action.

3. No Admission of Liability. By entering into this Agreement, none of the Parties acknowledge or admit any liability related to or arising from the Site.

4. Effective Date. This Agreement shall become effective as of the effective date of the Consent Decree. If the Consent Decree does not become effective on or before 24 months following the date that this Agreement has been signed by all Parties, this Agreement shall become null and void unless extended in writing by the Parties.

5. Inurement. This Agreement shall inure to the benefit of and will be binding upon the Parties and their respective successors and assigns.

6. Notices. All notices or other communications to either Party ("Notice") related to this Agreement shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by overnight mail by a courier that maintains a delivery tracking system. A copy of all Notices shall also be sent to the email addresses identified below. Subject to the following sentence, all Notices shall be effective and shall be deemed delivered (i) if by personal delivery, on the date of delivery, (ii) if by mail, on the date of delivery as shown on the actual receipt, and (iii) if by overnight courier, as documented by the courier's tracking system. If the time of such delivery or receipt is not before 5:00 p.m. on a business day, the Notice or other communication delivered or received shall be effective on the next business day ("business day" means a day, other than a Saturday, Sunday or statutory holiday observed by banks in the State of Nevada). A Party may change its address from time to time by written notice to the other Party as indicated above.

All Notices to YAMM shall be addressed to:

C. Michael Rasmussen
Hutchison & Steffen, PLLC
10080 W. Alta Drive
Suite 200
Las Vegas, NV 89145
mrasmussen@hutchilegal.com

All Notices to the Goldcorp Entities shall be addressed to:

LegalNotices@newmont.com

and

Jihee Suh
Group Head- Corporate Advisory & Litigation
Newmont Corporation
6900 E. Layton Ave., Suite 700
Denver, CO 80237
Jihee.suh@newmont.com

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed, will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same instrument. A signed copy of this Agreement delivered by electronic mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Governing Law. This Agreement and the rights and obligations hereunder shall be governed and construed in accordance with the laws of the State of Nevada.

9. Construction. The Parties acknowledge that they have each been represented by legal counsel in drafting and reviewing the terms of this Agreement. Consequently, any rules of construction for or against the drafter this Agreement shall not be applicable in construing the provisions hereof.

10. Attorneys' Fees. In any litigation between the Parties to this Agreement or persons claiming under them resulting from, arising out of, or in connection with this Agreement or the construction or enforcement thereof, the substantially prevailing Party shall be entitled to recover from the other Party, all reasonable costs, expenses, attorneys' fees, expert fees, and other costs of suit incurred by it in connection with such litigation.

11. Amendments. This Agreement may be changed, modified, amended, or rescinded only by an instrument in writing duly executed and acknowledged by all Parties hereto.

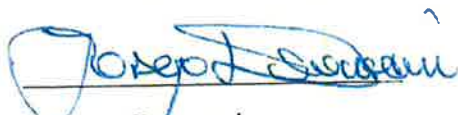
IN WITNESS WHEREOF, the Parties this Agreement shall become effective as of Effective Date.

[Signature pages follow]



YELLOW ASTER MINING AND MILLING COMPANY
a Nevada corporation

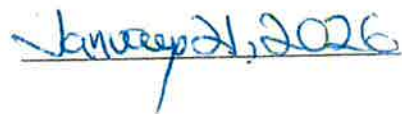
By:

A handwritten signature in blue ink, appearing to read "Lorenzo Doumani", written over a horizontal line.

Name: Lorenzo Doumani

Title: President

Date

A handwritten date in blue ink, "January 21, 2026", written over a horizontal line.

GOLDCORP USA, INC.
a Nevada corporation

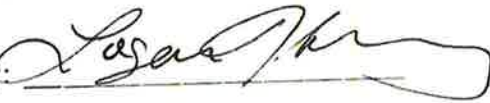
By: 

Name: Logan Hennessey

Title: Vice President and Secretary

Date: 26 January 2026

GOLDCORP INC.
a Delaware corporation

By: 

Name: Logan Hennessey

Title: Vice President and Secretary

Date: 26 January 2026

GLAMIS RAND MINING COMPANY
a Nevada corporation

By: 

Name: Logan Hennessey

Title: Vice President and Secretary

Date: 26 January 2026

NEW VERDE MINES LLC
a Delaware LLC

By: 

Name: Logan Hennessey

Title: Vice President and Secretary

Date: 26 January 2026