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10 **THE SUPERIOR COURT OF THE STATE OF ARIZONA**
 11 **FOR MARICOPA COUNTY**

12 **STATE OF ARIZONA, *ex rel.***
 13 **MISAEEL CABRERA, Director, Arizona**
 14 **Department of Environmental Quality,**

15 **Plaintiff,**

16 **vs. GOLD PARADISE PEAK, Inc., a**
 17 **Nevada Corporation, and SINO**
 18 **VANTAGE GROUP, Inc., a California**
 19 **Corporation,**

20 **Defendants.**

Civil Action No. CV2019-005385

CONSENT JUDGMENT
as to SINO VANTAGE GROUP, Inc.

(Non-classified Civil)

(Assigned to the Hon. John Hannah)

21 A. The Plaintiff State of Arizona ex rel. Misael Cabrera, Director, Arizona
 22 Department of Environmental Quality (“the State” OR “ADEQ”), has filed a Third
 23 Amended Complaint alleging violations by the Defendant of Arizona Revised Statutes
 24 (“A.R.S.”) Title 49, Chapter 2, Articles 3 and 3.1 and rules promulgated thereunder (the
 25
 26

1 “Complaint”). The State brought claims pursuant to A.R.S. § 49-262(A)&(C) seeking
2 injunctive relief and civil penalties.

3 B. Misael Cabrera is the Director of the Arizona Department of
4 Environmental Quality (“ADEQ”) and has been duly authorized by the State to enter into
5 this Consent Judgment for and on behalf of the State.

6 C. Defendant Sino Vantage Group, Inc. (“Sino Vantage”) is a California
7 corporation located at 1650 South Amphlett Boulevard, Suite 200, San Mateo, California
8 94402.

9 D. Defendant Gold Paradise Peak, Inc. (“GPPI”) is a Nevada corporation
10 located at 204 West Spear Street, Unit #3597, Carson City, Nevada, 89703.

11 E. Sino Vantage and GPPI jointly own the Senator Mine in Yavapai County,
12 Arizona.

13 F. Because Sino Vantage has not applied for all necessary permits required
14 under Arizona Law, ADEQ has not issued Sino Vantage all necessary permits required
15 under Arizona law for the Senator mine and Senator mine is impacting the environment,
16 leading to the claims alleged in the Complaint.

17 F. On or about January 6, 2021 the State filed its Third Amended Complaint
18 (“TAC”) in case No. CV2019-005385 in Maricopa County Superior Court against
19 Defendants GPPI and Sino Vantage. Sino Vantage acknowledges through its authorized
20 representative that it has been served with a copy of the Summons and FAC in this action
21 and has been fully advised of its right to a trial in this matter and waives the same.

22 G. Sino Vantage admits the jurisdiction of this Court and that venue is proper
23 in Maricopa County.

24 H. Sino Vantage has consented to the terms and entry of this Consent
25 Judgment and acknowledges that the State has made no promise of any kind or nature
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1 other than what is set forth in this Consent Judgment, and that Sino Vantage has entered
2 into this Consent Judgment voluntarily and after due consideration.

3 I. It is in the best interests of the State and the public to enter into this
4 Consent Judgment. The State and Sino Vantage hereby intend to completely and finally
5 settle and release the civil liability of Sino Vantage for the violations described in the
6 TAC, and hereby move the Court to enter this Consent Judgment according to the
7 following terms:

- 8 1) Sino Vantage shall implement, or cause to be implemented, the attached
9 Compliance Schedule, Attachment A, by the dates described therein.
- 10 2) Defendants shall pay the State's reasonable attorney fees and expert costs
11 incurred in this action according to the schedule in Section IV.
- 12 3) Sino Vantage's breach of this Consent Judgment will lead to the assessment of
13 deferred penalties as described in Section VIII.

14 J. This Consent Judgment is only a settlement as to Sino Vantage's liability
15 for the violations described in the TAC.

16 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND**
17 **DECREED** as follows:

18 **I. JURISDICTION AND VENUE**

19 A. The Court has jurisdiction over the subject matter of this action and the
20 parties pursuant to Arizona Constitution Article 6, § 14 and A.R.S. §§ 12-123 and 49-
21 262. The TAC states claims upon which relief may be granted against GPPI.

22 B. Venue is proper in Maricopa County pursuant to A.R.S. §§ 12-401(17) and
23 49-265.

24 **II. BINDING EFFECT**

25 A. This Consent Judgment and its Attachments constitute and embody the full
26 and complete understanding of the Parties and supersedes all prior understandings or

1 agreements, whether oral or in writing, which pertain to the subject matter contained
2 herein.

3 B. The State and Sino Vantage hereby consent to the terms and entry of this Consent
4 Judgment, and agree not to contest its validity in any subsequent proceeding. This
5 Consent Decree applies to and is binding upon the State and upon Sino Vantage, their
6 officers and directors, successors and assigns, agents, servants, employees, attorneys and
7 all persons, firms and corporations acting in active concert or participation with Sino
8 Vantage.

9 C. Sino Vantage shall provide a copy of this Consent Judgment to each
10 contractor retained to perform any activity required by this Consent Judgment. In any
11 action to enforce this Consent Judgment, Sino Vantage shall not raise as a defense the
12 failure by any of its agents, servants, contractors, employees, successors or assigns to
13 take actions necessary to comply with this Consent Judgment.

14 D. Neither any change in ownership or corporate status of either Defendant,
15 nor any transfer of assets or real or personal property shall in any way alter Defendant's
16 responsibilities under this Consent Decree, except as agreed to in writing by the Parties
17 and approved by the Court.

18 E. For the duration of this Consent Judgment, Sino Vantage shall notify
19 ADEQ in writing of any purchase, succession or other conveyance or assignment of any
20 of Sino Vantage's right, title or interest in the Properties at least thirty (30) days prior to
21 such transfer. As a requirement of any such transfer, Sino Vantage shall take any steps
22 necessary to transfer to the transferee all permits issued by ADEQ in Sino Vantage
23 related to the Properties. The Defendant shall give written notice of the existence of this
24 action and provide a copy of this Consent Judgment to any prospective successors in
25 interest or transferees prior to actual transfer or succession.

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1 F. Sino Vantage shall maintain a right of access to its Properties. If any of the
2 Properties or portions thereof are transferred by Sino Vantage, Sino Vantage shall
3 establish an easement granting Sino Vantage access the Properties and to conduct Work
4 required by each Property’s respective Compliance Schedule. The easement may be
5 terminated upon termination of this Consent Judgment pursuant to Section XIX. The
6 easement shall be recorded in the county in which the Property is located.

7 F. Sino Vantage certifies that its undersigned representative is fully authorized
8 by Sino Vantage to enter into the terms and conditions of this Consent Judgment, to
9 execute it on behalf of Sino Vantage and to legally bind Sino Vantage to its terms.

10 **III. DEFINITIONS**

11 The terms used in this Consent Judgment shall have the same meanings as defined
12 in A.R.S., Title 49, Chapter 2, Articles 3 and 3.1 and all applicable regulations enacted
13 thereunder.

14 “Azurite” means the Azurite mine, which is located on Yavapai County Parcel ID
15 205-14-257 in Yavapai County, Arizona.

16 “Day” shall mean a calendar day, unless otherwise noted. In computing any
17 period under this Consent Judgment, where the last day would fall on a Saturday,
18 Sunday, or a State or Federal holiday, the period shall run until the close of business of
19 the next working day.

20 “Defendants” means GPPI and Sino Vantage Group, Inc.

21 “Effective Date” shall be the date that the Consent Judgment is entered by this
22 Court.

23 “Force Majeure” is defined as any event arising from causes beyond the
24 reasonable control of Sino Vantage or its contractors that delays the performance of any
25 obligation under this Consent Judgment. Force Majeure does not include financial
26 inability to complete any requirement of this Consent Judgment.

1 “Parties” means GPPI, Sino Vantage Group, Inc., and ADEQ.

2 “Properties” means the parcels upon which Azurite, Sundance, and Senator mines
3 are situated; Yavapai County Parcel IDs 205-14-257, 205-14-246P, 205-14-246N, and
4 205-14-246N.

5 “Senator” means the Senator Mine, which is located on Yavapai County Parcel
6 IDs 205-14-246P and 205-14-246N in Yavapai County, Arizona.

7 “State” means the Plaintiff, State of Arizona ex rel. Misael Cabrera, Director,
8 Arizona Department of Environmental Quality. For purposes of this Consent Judgment,
9 the State does not include any other Agency, Board, Commission, Department, Officer or
10 employees of the State of Arizona.

11 “Sundance” means the Sundance Mine, which is located on Yavapai County
12 Parcel 205-14-246N in Yavapai County, Arizona.

13 “Work” means the compliance schedules described by Attachment A of this
14 Consent Judgment.

15 **IV. MANNER OF PAYMENT**

16 All payments made to the State under this Consent Judgment, including attorney’s
17 fees, deferred civil penalty, and any interest payments, shall be made by cashier’s check
18 or money order payable to ADEQ and shall be hand-delivered or mailed and postmarked,
19 postage prepaid, to:

21 Assistant Director, Business and Finance
22 Arizona Department of Environmental Quality
23 1110 W. Washington Street
24 Phoenix, AZ 85007
 Attention: Accounts Receivable

25 together with a letter tendering the check. In the alternative, payments may be made by
26 wire transfer. Bank account and routing information used for payment by wire transfer

1 will be provided, upon request, by the ADEQ Assistant Director, Business and Finance,
2 or their designee. All letters regarding payment shall identify this case by the names of
3 the Parties and the Court docket number. Copies of the letters shall be sent to the Office
4 of the Attorney General at:
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6 James C. Olson II
7 Assistant Attorney General
8 Environmental Enforcement Section
9 Office of the Attorney General
2005 N. Central Ave., Phoenix, Arizona 85004

10 and to ADEQ at:

11 Manager
12 Randall Matas
13 Arizona Department of Environmental Quality
14 1110 W. Washington Street
15 Phoenix, AZ 85007

16 **V. WORK/COMPLIANCE SCHEDULE**

17 A. Sino Vantage shall ensure that the conditions set forth in the Compliance
18 Schedule, described in Attachment A, are completed.

19 B. Failure to timely complete Compliance Schedule Work will lead to the
20 assessment of deferred penalties pursuant to Section VII.

21 C. Sino Vantage shall submit a written status report according to the
22 requirements of Section VII to ADEQ every thirty (30) calendar days from the Effective
23 Date of the Consent Judgment, until the termination of the Consent Judgment pursuant to
24 Section XIX.
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1 **VI. SUBMISSIONS**

2 A. Documents, materials, or notices submitted in accordance with this Consent
3 Judgment shall be deemed submitted when postmarked, return receipt requested,
4 accepted for delivery by a commercial delivery service, sent by telecopy, or hand
5 delivered.

6 B. All reports submitted to the State pursuant to this Consent Judgment shall
7 certify under penalty of law that the information contained in the report is true, accurate
8 and complete by having an authorized representative of the Defendant sign the following
9 statement:

10 I certify under penalty of law that this document and all attachments, if any,
11 were prepared under my direction or supervision by qualified personnel
12 responsible for properly gathering and evaluating the information
13 submitted. Based on my inquiry of the person or people who are
14 responsible for gathering and evaluating the information, to the best of my
15 knowledge and belief, the information submitted is true, accurate and
complete. I am aware that there are significant penalties for knowingly
submitting false information, including the possibility of fines and
imprisonment for knowing violations.

16 **VII. DEFERRED PENALTIES**

17 The Defendants shall be jointly and severally liable to the State for the additional
18 sum of six hundred thousand U.S. dollars and no cents (\$600,000) as a deferred civil
19 penalty (“Deferred Civil Penalty”). Upon violation of any Compliance Schedule item,
20 Sino Vantage agrees to pay the Deferred Civil Penalty to the State based on the schedule
21 below up to a maximum of \$600,000, unless the Parties agree that the failure is due to a
22 Force Majeure pursuant to Section X.

23 A. If either Defendant fails to comply with any of the requirements of this
24 Consent Judgment or a Compliance Schedule attached to this Consent Judgment,
25 Defendants shall jointly and severally pay the following Deferred Penalties pursuant to
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1 the schedule below, up to a cumulative maximum of six hundred thousand dollars
2 (\$600,000):

3 <u>Period of Failure to Comply</u>	<u>Deferred Penalties Per Day of Violation</u>
4 1st through 14th day	\$1,000 per day per violation
5 15th through 28th day	\$5,000 per day per violation
6 After 28 days	\$10,000 per day per violation

7 B. Unless a Defendant invokes, in writing, the dispute resolution procedure
8 specified in Section IX of this Consent Judgment, Defendants shall pay the Deferred
9 Penalties set forth in this Section within fourteen (14) days following written demand by
10 the State. Payment shall be made in the manner set forth in Section IV. Deferred
11 Penalties shall begin to accrue on the day after performance is due and shall continue
12 through the final day of completion, even if no notice is sent to the Defendant. Nothing
13 herein shall prevent the simultaneous accrual of separate Deferred Penalties for separate
14 violations of the Consent Judgment or a Compliance Schedule attached to this Consent
15 Judgment.

16 C. Deferred Penalties shall accrue as provided in this Section during the
17 dispute resolution procedure required by Section IX of this Consent Judgment, but the
18 due date for payment Deferred Penalties shall be extended until the dispute resolution
19 process is concluded.

20 **VIII. ATTORNEY'S FEES AND COSTS**

21 A. The Defendants shall jointly and severally pay the State's costs and
22 attorney's fees in the total amount of one hundred and fifty thousand United States
23 dollars (\$150,000.00) pursuant to A.R.S. § 49-262 (D) according to the schedule set forth
24 below.

25 Within thirty (30) days from the Effective Date, the Defendants shall jointly and
26 severally pay the sum of ten thousand dollars (\$10,000);

1 Within two hundred (200) days of the Effective Date, the defendants shall jointly
2 and severally pay an additional forty thousand dollars (\$40,000);

3 Following the two payments described above, the Defendants shall jointly and
4 severally pay the sum of three thousand five hundred dollars (\$3,500) a month until the
5 sum of all payments is equal to one hundred and fifty-thousand dollars (\$150,000).

6 B. Sino Vantage may make any payment required by this Consent Judgment at
7 any time prior to the deadline specified in this Consent Judgment without premium or
8 penalty.

9 C. The State shall have the right to record this Consent Judgment in every
10 County in Arizona.

11 D. Defendants shall bear their own costs and attorney's fees in this action.

12 E. In addition to the schedule created by Paragraph A of this Section, Sino
13 Vantage shall be liable for the State's reasonable costs and attorney fees incurred in
14 enforcing this Consent Judgment if the state prevails, pursuant to Section XI.

15 **IX. DISPUTE RESOLUTION**

16 A. All decisions of the State rendered pursuant to Sections V and XI of this
17 Consent Judgment or pursuant to any Compliance Schedule attached to this Consent
18 Judgment including, but not limited to, the meaning or the application of this Consent
19 Judgment and its provisions, or whether Sino Vantage is in compliance with its terms,
20 shall be delivered in writing to Sino Vantage in the manner described in Section VI with
21 an explanation for the decision. Such decisions shall be final unless a Defendant invokes
22 the dispute resolution provisions below.

23 B. After notice is received by Sino Vantage as provided in Paragraph A above,
24 the Parties shall engage in informal negotiations regarding the dispute for a period of ten
25 (10) business days, or for a longer period mutually agreed upon by the Parties.

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1 C. If the dispute is not resolved pursuant to the informal process described in
2 Paragraph B above, the State shall issue a written decision regarding the matter in
3 dispute. The decision of the State shall be considered final and binding unless Sino
4 Vantage requests, in writing and within five (5) business days of receipt of the State's
5 decision, that the Water Quality Division Value Stream Manager (either the Groundwater
6 or Surface Water manager, depending on the nature of the dispute) reconsider the initial
7 decision. The appropriate Value Stream Manager shall issue a final written decision after
8 receipt of the request. The written decision of the Value Stream Manager is final and
9 binding.

10 D. Sino Vantage waives any right to any judicial review of an administrative
11 decision pursuant to A.R.S. Title 12, any formal administrative appeal pursuant to A.R.S.
12 Title 41 or any informal appeal pursuant to A.R.S. § 49-1091 which relates to this
13 Consent Judgment. Sino Vantage retains the right to ask this Court to resolve any dispute
14 Sino Vantage has with the written decision of the Value Stream Manager.

15 E. Any disputes not covered by this Section shall be within the exclusive
16 jurisdiction of this Court for resolution.

17 F. Sino Vantage's invocation of this Section shall not itself toll or extend any
18 time periods for performance by Sino Vantage under the provisions of this Consent
19 Judgment.

20 **X. FORCE MAJEURE**

21 A. Sino Vantage shall perform all the requirements of this Consent Judgment
22 according to the time limits set forth herein, unless its performance is prevented or
23 delayed by events which constitute a Force Majeure. Sino Vantage shall take all
24 reasonable measures to prevent or minimize any delay in performing the requirements of
25 this Consent Judgment.

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1 B. If any Force Majeure event occurs that may delay the performance of any
2 work under this Consent Judgment, the Defendant shall notify Water Quality Division
3 Value Stream Manager (either the Groundwater or Surface Water manager, depending on
4 the nature of the Force Majeure) at ADEQ within 48 hours. Within ten (10) days of the
5 Force Majeure event Sino Vantage shall provide to appropriate Value Stream Manager at
6 ADEQ in the manner provided under Section VI a written explanation and description of
7 the reasons for the delay in performance; the anticipated duration of the delay; all actions
8 taken or to be taken to prevent or minimize the delay; a schedule for implementation of
9 any measures to be taken to prevent or mitigate the delay or the effect of the delay; and
10 the rationale for attributing such delay to a Force Majeure event. Failure to comply with
11 the above requirements shall preclude Sino Vantage from asserting any claim of Force
12 Majeure. Sino Vantage shall be deemed to have knowledge of any Force Majeure
13 circumstance of which its contractors, or any party acting on its behalf had or should have
14 had knowledge.

15 C. If the State agrees that the delay in performance is attributable to a Force
16 Majeure event or is reasonable under the circumstances, the time for performance of the
17 obligations under this Consent Judgment that are affected by the Force Majeure event and
18 the time for performance of any activity dependent on the delayed activity shall be
19 extended for such time as is necessary to complete those obligations. An extension of
20 time for performance of the obligations affected by the Force Majeure event or non-Force
21 Majeure event shall not, of itself, extend the time for performance of any other
22 obligation. If the State does not approve the delay or agree that the delay or anticipated
23 delay has been or will be caused by a Force Majeure event, or is not otherwise
24 reasonable, the State shall notify Sino Vantage in writing of its decision. If the State
25 agrees that the delay is attributable to a Force Majeure event or is reasonable under the
26 circumstances, the State shall notify Sino Vantage in writing of the length of the

1 extension which will be equivalent in time to the reasonable delay, if any, for
2 performance of the obligations affected by the Force Majeure event, or as otherwise
3 approved by the State. The decision of the State pursuant to this paragraph is subject to
4 the dispute resolution procedure in Section IX of this Consent Judgment.

5 **XI. MATERIAL BREACH**

6 Any failure by the Defendants to pay the Deferred Penalty within the times
7 specified by Section VII, pay the State’s Attorney’s Fees and Costs according to the
8 schedule specified by Section VIII or conduct the Work within the timeframes required
9 by the Compliance Schedule attached to this Consent Judgment shall constitute a material
10 breach and violation of this Consent Judgment. The State, in its sole discretion, shall
11 have the option of either:

12 A. Enforcing this Consent Judgment through the Court, in which case the
13 Defendant shall be liable for interest and additional penalties pursuant to the provisions
14 of A.R.S. § 49-113(B) and the State’s reasonable costs and attorney fees incurred in
15 enforcing this Consent Judgment; or

16 B. Declaring the Consent Judgment null and void, and the State may pursue
17 the TAC or refile this action against the Defendants. In this event the time period since
18 the filing of the TAC shall not be included for purposes of calculating time for any
19 affirmative defense, including estoppel, waiver, laches, or the expiration of any statute of
20 limitations and the State may pursue the TAC or refile this action against the Defendants.
21 In any future actions for the violations contained in the TAC, the Defendants shall
22 receive credit for any civil penalties paid to the State pursuant to this Consent Judgment.

23 **XII. RELEASE**

24 A. Upon fulfillment of its obligations under Sections V, VII, and VIII, and the
25 Compliance Schedules attached to this Consent Judgment, the Defendants and all of their
26 past, present, and future directors, officers, shareholders, employees, agents, trustees,

1 attorneys, successors, assigns, parent corporation and related entities are hereby released
2 from any and all civil liability to the State for any and all violations alleged in the TAC
3 and violations unalleged as of the effective date of this Consent Judgement and of which
4 the State has either formal or informal notice and that occurred at either the Azurite,
5 Sundance, or Senator mines.

6 B. This release does not cover criminal liability under any local, state or
7 federal statute or regulation.C. The Defendants and all of their past, present, and
8 future directors, officers, shareholders, employees, agents, trustees, attorneys, successors,
9 assigns, parent corporation and related entities release the State of Arizona, its agencies,
10 departments, officials, employees or agents from any and all claims or causes of action
11 against arising under or related to the violations alleged in the TAC and violations
12 unalleged as of the effective date of this Consent Judgement of which the State has either
13 formal or informal notice and that occurred at either the Azurite, Sundance, or Senator
14 mines.

15 **XIII. SAVINGS CLAUSE**

16 If any provision of this Consent Judgment or its Attachments is declared by this
17 Court to be invalid or unenforceable, the invalidity shall not affect other provisions of the
18 Consent Judgment or its Attachments which can be given effect without the invalid
19 provisions and to this end the provisions of this Consent Judgment and its Attachments
20 are declared to be severable.

21 **XIV. APPLICABLE LAW**

22 The validity, meaning, interpretation, enforcement and effect of this Consent
23 Judgment shall be governed by the law of the State of Arizona.

24 **XV. RESERVATION OF RIGHTS**

25 A. Entry of this Consent Judgment is solely for the purpose of settling the
26 TAC and except as expressly set forth herein, does not preclude the Plaintiff or any other

1 agency or officer of the State of Arizona, or subdivision thereof, from instituting other
2 administrative, civil or criminal proceedings as may be appropriate in the future,
3 initiating a civil or criminal action against Sino Vantage for violations of Title 49, A.R.S.,
4 Chapter 2 or the rules promulgated thereunder, or any other violation of Arizona state
5 law, occurring after the Effective Date.

6 B. This Consent Judgment does not encompass issues regarding violations,
7 sources, operations, facilities or processes of Sino Vantage not expressly covered by the
8 terms of this Consent Judgment and are without prejudice to the rights of the State of
9 Arizona arising under any of the environmental statutes and rules of Arizona with regard
10 to such matters. The State reserves the right to take any appropriate legal action against
11 Sino Vantage for violations which are not alleged in the TAC that it does not have formal
12 or informal notice of or that occurred at sites other than at the Azurite, Sundance, or
13 Senator mines. The State reserves the right to take any and all appropriate action
14 necessary to protect the public health, welfare, or the environment.

15 C. Nothing in this Consent Judgment shall constitute a permit of any kind, or a
16 modification of any permit of any kind, under federal, state or local law. Nothing in this
17 Consent Judgment shall in any way alter, modify or revoke federal, state or local statutes,
18 regulations, rules or requirements. Nor shall this Consent Judgment affect or relieve Sino
19 Vantage in any manner of its obligations to apply for, obtain and comply with applicable
20 federal, state and local permits. Compliance with the terms of this Consent Judgment
21 shall be no defense to an action to enforce any such permits or requirements. The State
22 does not by its consent to the entry of this Consent Judgment, warrant or aver that
23 compliance with this Consent Judgment will constitute or result in compliance with
24 Arizona law. Notwithstanding the State's review and approval of any materials
25 submitted pursuant to this Consent Judgment, Sino Vantage shall remain solely
26 responsible for compliance with any other applicable federal, state or local law or

1 regulation. Any submissions made to the State pursuant to this Consent Judgment shall
2 not be interpreted as a waiver or limitation of the State's authority to enforce any federal,
3 state, or local statute or regulation including permit conditions.

4 D. The State shall have the right to take enforcement action for any and all
5 violations of this Consent Judgment and reserves the right to pursue all legal and
6 equitable remedies.

7 E. This Consent Judgment supersedes any Consent Orders in effect between
8 the State, and Sino Vantage, including Consent Order #APP-09-18 dated November 13,
9 2018.

10 F. The entry of this Consent Judgment shall not serve as a basis for any
11 defenses of claim splitting, estoppels, laches, res judicata, or waiver challenging the
12 State's legal right to bring an action regarding matters not expressly covered by this
13 Consent Judgment.

14 **XVI. RIGHT OF ENTRY**

15 The State, its representatives, contractors, attorneys, consultants and agents, shall
16 have the right to enter the Properties at any location, at all reasonable times, for the
17 purpose of:

18 A. Observing and monitoring the progress and compliance with the provisions
19 of this Consent Judgment.

20 B. Verifying any data or information submitted to the State in accordance with
21 the terms of the Consent Judgment;

22 C. Obtaining samples, and, upon request and best efforts to coordinate with
23 Sino Vantage, splits of any samples taken by the Defendant or its consultants.

24 This right of entry shall be in addition to, and not in limitation of or substitution
25 for, the State's rights under applicable law. The State's Right of Entry in no way affects
26 or reduces any rights of entry or inspection that the State has under any law or regulation.

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XVII. MODIFICATIONS

Any modification of this Consent Judgment must be in writing and approved by the parties and the Court, except that any extensions for the performance of any requirement of this Consent Judgment may be requested in writing by Sino Vantage and consented to in writing by the State.

XVIII. RETENTION OF JURISDICTION

The Court shall retain jurisdiction over both the subject matter of this Consent Judgment and the Parties to effectuate and enforce this Consent Judgment, or to provide further orders, direction, or relief as may be necessary or appropriate for the construction, modification, or execution of this Consent Judgment.

XIX. TERMINATION

The provisions of this Consent Judgment shall be deemed satisfied and shall terminate after all of the following have occurred:

- 1. The Defendants have paid State’s costs and attorney fees and any Deferred Penalties due under Sections VII and VIII this Consent Judgment; and
- 2. The Defendants have completed all of the actions required by Section V and the Compliance Schedule attached to this Consent Judgment.

After satisfaction of this Consent Judgment, upon request by Sino Vantage, the State shall execute and file a satisfaction of judgment with this Court and in any County in which this Judgment was recorded.

SO ORDERED this ____ day of _____, 20__.

Judge of the Superior Court

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CONSENT TO JUDGMENT

Songqiang Chen, on behalf of Defendant **Sino Vantage Group, Inc.**, hereby acknowledges that (s)he is authorized to sign this Consent Judgment and bind the Defendant **Sino Vantage Group, Inc.**, to its entry, has read the foregoing Consent Judgment in its entirety, agrees with the statements made therein, consents to its entry by the Court and agrees that Defendant **Sino Vantage Group, Inc.**, will abide by the same.

DATED this 6th day of January, 2021.

/s/Songqiang Chen
Songqiang Chen
CEO
Sino Vantage Group, Inc.

Trevor Baggione, on behalf of Plaintiff State of Arizona, hereby acknowledges that (s)he is authorized by the Director of ADEQ to sign this Consent Judgment, has read the foregoing in its entirety, agrees with the statements made therein, consents to its entry by the Court and agrees that the State and ADEQ will abide by the same.

DATED this 6th day of January, 2021.

/s/ Trevor Baggione
Trevor Baggione
Water Quality Division Director
Arizona Department of Environmental Quality

1 **ATTACHMENT A: COMPLIANCE SCHEDULE – SENATOR MINE**

2 A. Immediate Actions: Within sixty (60) days of the Effective Date, Sino Vantage
3 shall provide certification that the following has been completed:

- 4 a. Repair or reinstall straw wattles and silt fences;
- 5 b. Install silt socks or other erosion control devices along top and bottom of
6 waste or tailings piles until the Site Conceptual Design required by Section
7 B of this Compliance Schedule is submitted to ADEQ
- 8 i. Sino Vantage shall inspect these control devices quarterly until the
9 project contemplated by the Site Conceptual Design required by
10 Section B of this Compliance Schedule is completed and
11 operational.

12 B. Site Conceptual Design:

- 13 a. Within sixty (60) days of the Effective Date, Sino Vantage shall submit to
14 ADEQ a conceptual design to ADEQ which addresses impacts from the
15 adit drainage and tailings.
- 16 b. Within sixty (60) days of ADEQ informing Sino Vantage in writing that the
17 Sino Vantage need additional permit coverage (APP, AZPDES, or both)
18 based on ADEQ’s review of the Site Conceptual Design, Sino Vantage
19 shall submit administratively complete permit application(s).
- 20 c. Within fifteen (15) days of the receipt of written deficiencies regarding the
21 permit application(s) in Section (B)(2), above, from ADEQ, Sino Vantage
22 shall acknowledge, resolve, and respond in writing to ADEQ’s comments.
- 23 d. Within one hundred and twenty (120) days of ADEQ informing Sino
24 Vantage that the Sino Vantage need additional permit coverage, Sino
25 Vantage shall submit final substantively complete permit application(s).

- 1 e. Within seven (7) days of all permits being granted, Sino Vantage shall
2 begin implementing the plan described by the Site Conceptual Design
3 f. Sino Vantage shall finalize the construction of discharging facilities
4 according to the compliance schedule in the permits.

5 C. Compliance with AZMSG2019-002 general permit:

- 6 a. Within sixty (60) days of the Effective Date, Sino Vantage shall:
7 i. Install perimeter controls to prevent contaminated runoff from
8 reaching the Hassayampa River;
9 ii. Apply straw wattles to control sediment or install sediment fences to
10 trap fine material from leaving the site and impacting the
11 Hassayampa River;
12 iii. Retain all non-storm water onsite, i.e., on the property unless
13 authorized by permit or rule, addressed elsewhere in the Consent
14 Judgment, or authorized as an allowable non-stormwater discharge.
15 If ponds are required to contain material, ensure the basins are
16 reviewed and approved by a professional engineer, and plans
17 stamped by a professional engineer.
18 iv. Collect and treat all adit drainage, prior to discharge, to ensure metal
19 concentrations are below the water quality standard and applicable
20 total maximum daily load in the Hassayampa River.
21 b. Within fourteen (14) days of the Effective Date, and on a quarterly basis
22 thereafter, Sino Vantage shall conduct routine inspections of control
23 measures.
24 i. Each calendar year, at least one of these routine quarterly inspections
25 shall be conducted while a storm water event or discharge is
26 occurring at one or more outfalls;

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- ii. Sino Vantage shall send an electronic copy of the first inspection report to ADEQ via email (ss17@azdeq.gov).
- c. Sino Vantage shall perform two visual assessments during the summer wet season (June 1- October 31) and two visual assessments during the winter wet season (November 1- May 31) when the site is discharging.
 - a. Sino Vantage shall send an electronic copy of each visual assessment to ADEQ within fifteen (15) days of observation via email to ss17@azdeq.gov.
- d. Analytical monitoring at all facility outfalls shall be conducted one time during the summer wet season (June 1- October 31) and one time during the winter wet season (November 1- May 31) for the following parameters: free cyanide, dissolved silver (as Ag), total silver (as Ag), dissolved copper, pH, dissolved zinc (as Zn) and dissolved cadmium.
 - i. Sino Vantage shall submit discharge reports of this analytical monitoring to ADEQ consistent with Part 6.5 of the 2019 AZPDES Stormwater Multi Sector General Permit (Permit No. AZMSG2019-002).

D. Easements:

- a. Within 60 days of the Effective Date, Sino Vantage shall grant easements on Yavapai County Parcel IDs 205-14-246P and 205-14-246N to ADEQ for the following:
 - i. Providing ADEQ access necessary to install, monitor, and maintain surveillance cameras in an agreed upon location while this Consent Judgment remains in effect;
 - ii. Providing ADEQ access to collect samples and coordinate with Sino Vantage to allow for split samples.

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- E. ADEQ shall have the right to disapprove of work, upon a reasonable basis, performed under this Compliance Schedule. If ADEQ disapproves of work, timeframes set forth in Attachment A may be reasonably extended upon agreement of the Parties.
- F. Where applicable, ADEQ may designate in writing an alternate email address for the receipt of emailed reports.

eSignature Page 1 of 1

Filing ID: 12467947 Case Number: CV2019-005385
Original Filing ID: 12415009

Granted as Submitted



/S/ John Hannah Date: 1/25/2021
Judicial Officer of Superior Court

ENDORSEMENT PAGE

CASE NUMBER: CV2019-005385

SIGNATURE DATE: 1/25/2021

E-FILING ID #: 12467947

FILED DATE: 1/26/2021 8:00:00 AM

ADAM JAY SCHWARTZ

CURTIS A COX

MATTHEW JOY

SINO VANTAGE GROUP INC
NO ADDRESS ON RECORD