

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION**

In the matter of:)	
)	
CALIFORNIA PACIFIC BANK,)	SETTLEMENT AGREEMENT AND
HUEY HOANG, LO LIEN, AND)	STIPULATION FOR ENTRY OF
DESTIN WONG, ALAMEDA)	ADMINISTRATIVE CIVIL LIABILITY
COUNTY)	ORDER
)	
Technical Reporting)	Proposed Order
Requirement Violation)	
)	
)	
)	

Section I: INTRODUCTION

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board), Prosecution Team (Prosecution Team) and California Pacific Bank (Settling Respondent) for this matter. The Prosecution Team and Settling Respondent (collectively, Parties) present the Stipulated Order to the Regional Water Board, or its delegate, for adoption as an Order by settlement pursuant to California Water Code (Water Code) section 13323 and Government Code section 11415.60. This Stipulated Order resolves the violation alleged herein by the imposition of administrative civil liability against the Settling Respondent in the amount of **\$83,880**.

Section II: RECITALS

1. The Regional Water Board adopted Site Cleanup Requirements Order R2-2024-0001 (Cleanup Order) for the Former Echco Sales property at 6161 Coliseum Way, Oakland (Source Property).
2. The Cleanup Order named Settling Respondent, Huey Hoang, Lo Lien, and Destin Wong (collectively, Dischargers) as responsible parties because of their respective ownership of the Source Property and knowledge of an ongoing discharge of tetrachloroethene (PCE), which was part of Source Property operations from 1965 until 2000.
3. The Cleanup Order requires tasks to clean up and abate PCE and its degradation byproducts, and Provision D.5 requires monitoring pursuant to an accompanying Self-Monitoring Program, which requires groundwater monitoring semiannually.

4. The Dischargers allegedly failed to comply with the Self-Monitoring Program and violated Provision D.5 of the Cleanup Order by not monitoring groundwater during the first semiannual period of 2025, as discussed in Attachment A, which is incorporated herein by reference.
5. Pursuant to Water Code section 13350, subdivision (a)(1), a person that violates a cleanup and abatement order is subject to civil liability. A monetary penalty (administrative civil liability) of up to \$5,000 for each day of violation may be imposed pursuant to subdivision (e)(1).
6. To resolve the alleged violation by consent and without further administrative proceedings, the Parties agree to the imposition of an administrative civil liability of **\$83,880** against Settling Respondent.
7. The settlement amount of \$83,880 is less than the liability the Prosecution Team calculated using Steps 1 through 10 of the State Water Resources Control Board's Water Quality Enforcement Policy (November 2024) (Enforcement Policy) as shown in Attachment A. The final proposed administrative civil liability amount for the alleged violation of \$93,200 was reduced by 10 percent in consideration of hearing and/or litigation risks related to equitable factors and mitigating circumstances.
8. A dispute exists between the Parties regarding the alleged violation and the associated liability calculated by the Prosecution Team. However, the Parties wish to avoid litigation and ensure compliance with relevant laws. The Parties engaged in settlement negotiations and agreed to settle this matter without administrative or civil litigation, and to present this Stipulated Order to the Regional Water Board or its delegate for adoption as an Order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.
9. The Prosecution Team contends that the resolution of the alleged violation is fair and reasonable and fulfills all of its enforcement objectives; that no further action is warranted concerning the alleged violation, except as provided in this Stipulated Order; and that this Stipulated Order is in the public's best interest.

Section III: STIPULATIONS

The Parties incorporate the foregoing Recitals and stipulate to the following:

1. **Administrative Civil Liability:** The Settling Respondent hereby agrees to the imposition of an administrative civil liability of **\$83,880** to resolve the alleged violation set forth in section II. No later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order, the Settling Respondent shall mail a check for **\$83,880** made payable to "Waste Discharge Permit

Fund” referencing the Order number on page one of this Stipulated Order, to:

State Water Resources Control Board Accounting Office
Attn: ACL Payment
P.O. Box 1888
Sacramento, CA 95812-1888

Concurrently with mailing the check as described above, the Settling Respondent shall email a copy of the check to the State Water Resources Control Board, Office of Enforcement (to Dan Kippen at dan.kippen@waterboards.ca.gov), and to the Regional Water Board (to Brian Thompson at brian.thompson@waterboards.ca.gov).

2. **Regional Water Board Not Liable:** The Regional Water Board and its members, staff, attorneys, and representatives shall not be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the Settling Respondent or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order. The Regional Water Board, its members, and its staff shall not be held as parties to, or guarantors of, any contract entered into by the Settling Respondent or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
3. **Compliance with Applicable Laws:** The Settling Respondent understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged herein may subject it to further enforcement, including additional administrative civil liability.

4. **Party Contacts for Communications related to this Stipulated Order:**

For the Regional Water Board:

Brian Thompson
San Francisco Bay Regional Water
Quality Control Board
1515 Clay Street, 14th Floor
Oakland, CA 94612
Brian.Thompson@waterboards.ca.gov
(510) 622-2422

For the Settling Respondent:

Donald Sobelman
Farella Braun + Martel LLP
One Bush Street, Suite 900
San Francisco, CA 94104
dsobelman@fbm.com
(415) 954-4440

5. **Attorney Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorney fees and costs incurred pursuant to this Stipulated Order.

6. **Matters Addressed by this Stipulated Order:** Upon the Regional Water Board's or its delegate's adoption, this Stipulated Order represents a final and binding resolution and settlement of the alleged violation contained in section II, as of the effective date of this Stipulated Order. The provisions of this paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in Section III, paragraph 1.
7. **Public Notice:** The Settling Respondent understands that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board or its delegate for adoption, the Prosecution Team may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board or its delegate. The Settling Respondent agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
8. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for public review of this Stipulated Order and the Regional Water Board's or its delegate's adoption of this Stipulated Order is lawful and adequate. The Parties understand that the Regional Water Board or its delegate has the authority to require a public hearing on this Stipulated Order. If procedural objections are raised and the Regional Water Board or its delegate requires a public hearing prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust this Stipulated Order as necessary or advisable under the circumstances.
9. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Parties are represented by counsel in this matter.
10. **Modification:** The Parties shall not modify this Stipulated Order by oral representation made before or after its execution. All modifications must be in writing, expressly referencing this Stipulated Order, signed by all Parties, and approved by the Regional Water Board or its delegate.
11. **If the Stipulated Order Does Not Take Effect:** If the Stipulated Order does not take effect because the Regional Water Board or its delegate does not approve it, or because the State Water Resources Control Board (State Water Board) or a court vacates it in whole or in part, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liability for the underlying alleged violation, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement

discussions will not be admissible as evidence in the hearing, or in any other administrative or judicial proceeding. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to objections related to prejudice or bias of any of the Regional Water Board members or their advisors, or any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulated Order and, therefore, may have formed impressions or conclusions prior to any contested evidentiary hearing on the violation alleged herein in this matter. The Parties also agree to waive any and all objections based on laches, delay, or other equitable defenses related to the period for administrative or judicial review to the extent such period has been extended by these settlement proceedings.

12. **Waiver of Hearing:** The Settling Respondent has been informed of the rights Water Code section 13323, subdivision (b), provides and, if the settlement is adopted by the Regional Water Board or its delegate, hereby waives its right to a hearing before the Regional Water Board prior to the Stipulated Order's adoption. However, if the settlement is not adopted, or if the matter proceeds to the Regional Water Board or State Water Board for hearing, the Settling Respondent does not waive its right to a hearing before an order is imposed.
13. **Waiver of Right to Petition or Appeal:** Except in the instance where the Stipulated Order is not adopted by the Regional Water Board or its delegate, the Settling Respondent hereby waives its right to petition the Regional Water Board's or its delegate's adoption of the Stipulated Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate court.
14. **Covenant Not to Sue:** The Settling Respondent covenants not to sue or pursue any administrative or civil claims against the State of California, any State agency, or its officers, Board members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulated Order, except that this covenant is not intended to bar and does not limit the Settling Respondent's rights to sue over other Regional Water Board orders (e.g., permits or cease and desist orders) or limit the Settling Respondent's rights to defend against any additional enforcement or other actions taken by the Regional Water Board or its employees, representatives, agents, or attorneys. Moreover, this covenant shall not release any claims or complaints against any State agency or the State of California, its officers, Regional Water Board members, employees, representatives, agents, or attorneys to the extent that such covenant would be prohibited by California Business and Professions Code section 6090.5 or by any other statute, rule, regulation, or legal principle of similar effect.

15. **No Admission of Liability/No Waiver of Defenses:** In settling this matter, the Settling Respondent does not admit to liability, admit to the truth of the findings or allegations made by the Prosecution Team, or admit to any of the findings in this Stipulated Order or its attachments, or admit to any violations of the Water Code, the Clean Water Act, any Regional Water Board order, or any other federal, State, or local laws or ordinances, but recognizes that this Stipulated Order may be used as evidence of a prior enforcement action consistent with Water Code section 13327 or section 13385, subdivision (e), and the Enforcement Policy. By entering into this agreement, the Settling Respondent does not waive any defenses or arguments related to any new enforcement action the Regional Water Board may bring, including any brought under its discretionary enforcement authority reserved herein. This stipulated Order shall not be introduced into evidence in any court proceeding, except (a) as necessary to implement or enforce this Stipulated Order, (b) in a related civil penalty action, or (c) in an unrelated action, for the purpose of establishing either (i) a prior history of violation, consistent with Water Code sections 13327 and 13385, subdivision (e), or (ii) that this matter was resolved via consent of the parties.
16. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board or its delegate under the terms of this Stipulated Order shall be communicated to the Settling Respondent in writing. No oral advice, guidance, suggestions, or comments from Regional Water Board employees or officials regarding submissions or notices shall be construed to relieve the Settling Respondent of its obligation to obtain any final written approval this Stipulated Order requires.
17. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of, and to bind, the entity on whose behalf he or she executes the Stipulated Order.
18. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any right or obligation on any third party, and no third party shall have any right of action under this Stipulated Order for any cause whatsoever.
19. **Severability:** This Stipulated Order is severable; if any provision is found to be invalid, the remainder shall remain in full force and effect.
20. **Counterpart Signatures; Facsimile and Electronic Signature:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such

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Party to the same extent as if such facsimile or electronic signature were an original signature.

21. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board or its delegate enters the Order incorporating the terms of this Stipulated Order.

IT IS SO STIPULATED.

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**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION, PROSECUTION TEAM**

Original Signature
on File

Date: _____

By: _____

Ross Steenson
Assistant Executive Officer

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CALIFORNIA PACIFIC BANK

Original Signature
on File

Date: _____

By: _____
Name, Title

ORDER OF THE REGIONAL WATER BOARD

1. This Order incorporates the foregoing Sections I through III by this reference as if set forth fully herein.
2. In accepting this Stipulated Order, the Regional Water Board or its delegate has considered, where applicable, each of the factors prescribed in Water Code section 13351 and has applied the State Water Resource Control Board's Enforcement Policy, which is incorporated by reference herein. The consideration of these factors and application of the Enforcement Policy are based on information the Prosecution Team obtained in investigating the allegations set forth in the Stipulated Order or otherwise provided to the Regional Water Board.
3. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional Water Board or its delegate finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, § 21000 et seq.) in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations.
4. The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Settling Respondent fails to perform any of its obligations under this Stipulated Order.

IT IS HEREBY ORDERED pursuant to Water Code section 13323 and Government Code section 11415.60, on behalf of the California Regional Water Quality Control Board, San Francisco Bay Region.

Eileen White
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region

Date

ATTACHMENT A

Factors in Determining Administrative Civil Liability

CALIFORNIA PACIFIC BANK FAILURE TO COMPLY WITH SELF-MONITORING PROGRAM FORMER ECHCO SALES 6161 COLISEUM WAY, OAKLAND, ALAMEDA COUNTY

The State Water Resources Control Board Water Quality Enforcement Policy (Enforcement Policy) establishes a methodology for assessing administrative civil liability. Use of the methodology addresses the factors required by Water Code sections 13327 and 13385, subdivision (e). Each factor in the Enforcement Policy and its corresponding category, adjustment, and amount for the alleged violation is presented below. The Enforcement Policy should be used as a companion document in conjunction with this administrative civil liability assessment since the penalty methodology and definition of terms are not replicated herein. The Enforcement Policy is available on the State Water Board website at [2024 Water Quality Enforcement Policy](#).

ALLEGED VIOLATION

California Pacific Bank (Settling Respondent) violated Provision 5 of Site Cleanup Requirements Order R2-2024-0001 (Order) by failing to comply with the Self-Monitoring Program required by the Order. Days of violation for failing to implement the Order started on July 1, 2025, the day after the end of the first semiannual monitoring period, and ended on October 29, 2025, when the Settling Respondent agreed to resolve the violation through payment of a monetary penalty. The total days of violation for purposes of settling the violation are 121 days.

PENALTY FACTOR	ASSESSMENT	DISCUSSION
Per Day Factor for Non-Discharge Violations	0.40	Potential for Harm: Moderate The failure to submit the semiannual report on time poses a moderate threat to water quality. Failure to implement the Self-Monitoring Program to collect groundwater quality data adversely impacts staff's ability to make decisions about groundwater cleanup. Groundwater quality data is needed to determine whether contamination is migrating in the subsurface, to understand how concentrations are changing over time, and to project when cleanup goals may be met. Groundwater quality data also is important for assessing the performance of groundwater remediation. No wells were monitored or sampled during the first semiannual period of 2025.

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PENALTY FACTOR	ASSESSMENT	DISCUSSION
		<p>Deviation from Requirements: Major Failure to implement the Self-Monitoring Program is a major deviation of Provision 5 of the Order. The Self-Monitoring Program requires monitoring, sampling, and EPA Method 8260 analysis of water in wells MW-5 through MW-15 and IW-1 through IW-5 on a semiannual basis (once between January 1 and June 30 and once between July 1 and December 31). No wells were monitored or sampled during the first semiannual period of 2025.</p> <p>The Per-Day Factor that may be selected for moderate harm and major deviation in Table 3 of the Enforcement Policy is between 0.4 and 0.7. Because we have prior groundwater data for the site and the loss of groundwater data for the first 2025 semiannual period will most likely not significantly affect longer-term decision making, we selected the low end of the range for this assessment.</p>
Adjustment for Multiple Day Violations	Decrease to 38 days	The option to reduce days of violation for this violation was used for this assessment, changing 121 days of violation to 38 days based on the Enforcement Policy's alternate approach for multiple day violations. The violation did not result in an economic benefit that can be measured on a daily basis that was more than the time-value of money.
Initial Liability	\$76,000	The initial liability is calculated as follows: Per day factor (0.4), multiplied by the maximum per day amount of liability allowed (\$5,000), multiplied by the number of adjusted days of violation (38).
Adjustments for Settling Respondent's Conduct		
Culpability	1.2	The Settling Respondent knew of the Order requirement to implement the Self-Monitoring Program and had prior experience conducting the required monitoring. The reason given for missing the monitoring was a transition of responsibilities for doing the work between consulting firms. This transition occurred within the first couple months of the semiannual monitoring period, leaving at least four months to complete the required work. The transition allowed time for requirements to be met through ordinary care that a reasonable person would have taken. Additionally, the Parties met in December 2024 and March 2025 and discussed the importance of complying with the Order's requirements.
Cleanup and Cooperation	1.0	Upon notifying the Settling Respondent in an email on October 13, 2025, that we had not received a monitoring report to demonstrate that the Self-Monitoring Program was implemented during the first semiannual period of 2025, we received an email on October 17, 2025, acknowledging that no groundwater monitoring was done. The response was timely and accurate, so no increase in the penalty is appropriate.

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PENALTY FACTOR	ASSESSMENT	DISCUSSION
History of Violations	1.0	The Settling Respondent has no history of violations, so a score of 1,0 is appropriate..
Total Base Liability	\$91,200	Each applicable factor, relating to the Settling Respondent's conduct, is multiplied by the initial liability amount of \$76,000 for each violation to determine the Total Base Liability Amount . [$\$76,000 \times 1.2 \times 1.0 \times 1.0 = \$91,200$]
Ability to Pay and Continue in Business	No Change	The Enforcement Policy provides that, if there is sufficient financial information to assess the violator's ability to pay the Total Base Liability or to assess the effect of the Total Base Liability on the violator's ability to continue business, then the Total Base Liability amount may be adjusted downward if warranted. In this case, the Settling Respondent agreed to pay the amount set forth below and is not arguing an inability to pay.
Economic Benefit	\$14,600	Section 1 of the Order states that the cost of preparing these reports, including the costs of hiring a consultant, is estimated to be \$100,000 to \$200,000 annually. This estimate includes one soil vapor, two groundwater, and 12 indoor air reports (15 reports). Since one groundwater monitoring report was not submitted, this settlement uses 1/15 of the higher annual estimate, or \$13,300, for economic savings. Hence the minimum penalty would be \$14,600 (economic savings plus 10%).
Other Factors as Justice May Require		
Staff Costs	Increase \$2,000	Costs incurred by San Francisco Bay Regional Water Quality Control Board staff to investigate the violations prior to entering settlement discussions are at least \$2,000.
Maximum Liability	\$605,000	Water Code section 13350, subdivision (e)(1), allows up to \$5,000 for each day in which the violation occurs ($121 \times \$5,000 = \$605,000$)
Minimum Liability	\$60,500	The minimum liability that may be assessed to comply with the Enforcement Policy is the economic benefit gained plus ten percent ($\$13,300 \times 1.1 = \$14,600$). The minimum liability required by Water Code section 13350, subdivision (e)(1)(A), is \$500 per day of violation of a cleanup and abatement order ($121 \text{ days} \times \$500 = \$60,500$).
Final Liability	\$93,200	The final liability amount is the total base liability after adjusting for ability to pay, economic benefit, and other factors, and it is between the minimum and maximum liabilities specified by law and policy. [$\$91,200 + \$2,000 = \$93,200$]