

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

In the matter of:	)	
	)	
STUART DEPPER, FORMER	)	SETTLEMENT AGREEMENT AND
GLOVATORIUM FACILITY,	)	STIPULATION FOR ENTRY OF
ALAMEDA COUNTY	)	ADMINISTRATIVE CIVIL LIABILITY
	)	ORDER
Technical Reporting	)	
Requirement Violation	)	PROPOSED ORDER
	)	

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 Prosecution Team (Prosecution Team) and Stuart Depper (Discharger) (collectively Parties), and is presented to the California Regional Water Quality Control Board, San Francisco Bay Region (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 violations alleged in the attached Administrative Civil Liability Complaint R2-2017-1022 (Complaint) by imposing administrative civil liability against the Discharger in the amount of **\$17,500**.

Section II: RECITALS

1. On July 17, 2015, the Regional Water Board's Executive Officer issued an order pursuant to Water Code section 13267 (2015 Order) requiring the Discharger to submit a technical report documenting completion of a conduit study (Task 1) and completion of a public participation plan (Task 2) for cleanup activities associated with the former Glovatorium, Inc. (Glovatorium) site in Oakland, Alameda County.
2. Glovatorium is a former dry-cleaning business that operated out of two connected parcels between Manila Avenue and Broadway at 38th Street, identified as Alameda County Assessor's Parcel Numbers 12-982-10 and 12-982-16 (Site). The Discharger is the current Site owner.

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3. The Complaint provides a detailed history of Site operations (Glovatorium's dry-cleaning operations and storage/use of solvents), ownership, and regulatory oversight dating back to 1989.
4. The Complaint alleges that the Discharger¹ violated Tasks 1 and 2 of the 2015 Order from at least August 31, 2015, to August 16, 2017 (717 days).
5. Pursuant to Water Code section 13268, a person failing or refusing to furnish technical reports required under Water Code section 13267, is guilty of a misdemeanor and subject to an administrative civil liability up to \$1,000 for each day in which the violation occurs.
6. The Complaint proposes an administrative civil liability of \$88,000 pursuant to Water Code section 13268 for the Discharger's failure to comply with Tasks 1 and 2 of the 2015 Order.
7. The Discharger waived its right to hearing within 90 days after Complaint issuance to engage in settlement negotiations with the Prosecution Team. As an outgrowth of those negotiations, the Discharger agreed to the issuance of Cleanup and Abatement Order R2-2018-0009 (the CAO) pursuant to Water Code section 13304 that requires, among other things, submission of a public participation plan and completion of a conduit study, offsite vapor intrusion investigation, and remediation investigation workplan. Complaint negotiations continued while the Discharger performed Site cleanup activities required by the CAO.
8. To resolve the violations alleged in the Complaint, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability of **\$17,500** against the Discharger. The liability proposed in this Stipulated Order is less than the liability proposed in the Complaint based on a number of settlement considerations, including the following equitable factors and mitigating circumstances:
 - a. The Discharger has accrued significant debt to implement remedial activities at the Site and has limited financial resources to resolve all outstanding liabilities. To date, the Discharger has incurred over \$312,000 in environmental consultant fees/costs for implementation of remedial activities at the Site and other CAO tasks, of which over \$76,000 currently remains unpaid due to the Discharger's financial status. In addition, the Discharger has incurred \$732,000 in contractor costs for those remedial activities, of which over \$650,000 currently remain unpaid, also due to the Discharger's financial status. The liability proposed in the Complaint was reduced in consideration of the Discharger's commitment to complete remaining CAO tasks, including a Remedial Investigation Completion

¹ The Complaint was also issued to Eric Depper (deceased), a former co-owner of the Site named in the 2015 Order. As the only remaining party named in the Complaint, Stuart Depper is solely responsible for the proposed liability, which is joint and several.

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- Report and monitoring well analysis. The Discharger is refinancing a mortgage on two residential properties and liquidating other personal assets to fund completion of the CAO tasks (approximately \$20,000), pay outstanding Regional Water Board staff oversight costs associated with the CAO (approximately \$22,000), and pay the proposed liability in this Stipulated Order (\$17,500);
- b. The alleged violations occurred 8 to 10 years ago, and the Discharger effectively completed Tasks 1 and 2 of the 2015 Order in 2018 and 2019 by complying with Tasks 1 and 2 of the CAO; and
 - c. The proposed liability in this Stipulated Order recovers staff costs associated with the Complaint (\$13,358) adjusted for inflation according to the U.S. Bureau of Labor Statistics' Consumer Price Index Inflation Calculator and is greater than the economic benefit amount associated with the violations plus 10 percent.
9. A dispute exists between the Parties regarding the alleged violations. However, the Parties wish to avoid litigation and to ensure compliance with relevant laws. The Parties have 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.
10. The Prosecution Team contends that the resolution of the alleged violations is fair and reasonable, and fulfills all of its enforcement objectives; that no further action is warranted concerning the violations, 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 Discharger hereby agrees to the imposition of an administrative civil liability of **\$17,500** to resolve the alleged violations set forth in Section II, paragraph 4. No later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order, the Discharger shall mail a check for **\$17,500**, made payable to "State Water Pollution Cleanup and Abatement Account," 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

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The Discharger shall email a copy of the check to the Regional Water Board (brian.thompson@waterboards.ca.gov).

2. **Compliance with Applicable Laws:** The Discharger 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 types alleged herein may subject it to further enforcement, including additional administrative civil liability.
3. **Party Contacts for Communications related to this Stipulated Order:**

For the Regional Water Board:	For the Discharger:
Brian Thompson Senior Engineering Geologist San Francisco Bay Regional Water Board 1515 Clay Street, Suite 1400 Oakland, CA 94612 Brian.Thompson@waterboards.ca.gov (510) 622-2422	Donald Sobelman Farella Braun + Martel LLP One Bush Street, Suite 900 San Francisco, CA 94104 dsobelman@fbm.com (415) 954-4440
4. **Attorney Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorney fees and costs incurred pursuant to this Stipulated Order.
5. **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 violations contained in Section II, paragraph 4, 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.
6. **Public Notice:** The Discharger 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 Discharger agree that he may not rescind or otherwise withdraw his approval of this Stipulated Order.
7. **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 or 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 the procedure and/or this Stipulated Order as necessary or advisable under the circumstances.

8. **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.
9. **No Admission of Liability:** By entering into this Stipulated Order, Discharger does not admit to the violations alleged herein or in the Complaint. This Stipulated Order, and Discharger's compliance with this Stipulated Order, shall not constitute or be construed as an admission by Discharger as to any liability, fact, finding, conclusion, issue of law, or alleged violation of law, but Discharger recognizes that this Stipulated Order may be used as evidence of a prior history of violation consistent with Water Code sections 13327 and 13385, subdivision (e), and the Enforcement Policy. 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) for the limited purpose of establishing a prior history of violation consistent with Water Code sections 13327 and 13385, subdivision (e) or that the Complaint was resolved via consent of the Parties, in an unrelated action.
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, signed by all Parties, and approved by the Regional Water Board or its delegate.
11. **If the Stipulated Order Does Not Take Effect:** If this 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 liabilities for the underlying alleged violations, 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 this Stipulated Order and, therefore, may have formed impressions or conclusions prior to any contested evidentiary hearing on the violations 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 this period has been extended by these settlement proceedings.

12. **Waiver of Hearing:** The Discharger 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 the 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 the State Water Board for hearing, the Discharger does not waive the 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 Discharger hereby waives the 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 the rights, if any, to appeal the same to a California Superior Court and/or California appellate court.
14. **Covenant Not to Sue:** The Discharger 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. This covenant is not intended to bar and does not limit the Discharger's rights to sue over other Regional Water Board orders (e.g., permits or cease and desist orders) or limit the Discharger'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 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. **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 Discharger 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 Discharger

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of their obligation to obtain any final written approval this Stipulated Order requires.

16. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity 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 this Stipulated Order.
17. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligations on any third party or parties. No third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
18. **Severability:** This Stipulated Order is severable; if any provision is found to be invalid, the remainder shall remain in full force and effect.
19. **Counterpart Signatures and Facsimile and Electronic Signatures:** 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 Party to the same extent as if such facsimile or electronic signature were an original signature.
20. **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.

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

Date: _____

By: _____
Bill Johnson
Chief, NPDES Wastewater and
Enforcement Division

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IT IS SO STIPULATED.

STUART DEPPER

Date: _____

By: _____
Stuart Depper, Individually

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IT IS SO STIPULATED.

STUART DEPPER

Date: 10/05/25

By: Stuart Depper
Stuart Depper, Individually

ORDER OF THE REGIONAL WATER BOARD

1. This Stipulated 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 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. Issuance of this Stipulated 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 Discharger fails to perform any of their 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: Administrative Civil Liability Complaint R2-2017-1022²

² The complaint is available upon request and in the CIWQS database for the Former Glovatorium Facility, linked here [Regulatory Measure ID 415935](#).