

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION**

**AMENDED WAIVER FORM FOR
ADMINISTRATIVE CIVIL LIABILITY COMPLAINT**

By signing this waiver, I affirm and acknowledge the following:

I am duly authorized to represent The Boeing Company (Respondent) in connection with Administrative Civil Liability Complaint No. R4-2025-0268 (Complaint).

I am informed that California Water Code section 13323, subdivision (b), states that, “a hearing before the regional board shall be conducted within 90 days after the party has been served [with the Complaint] The person who has been issued a complaint may waive the right to a hearing.”



Option 1 (Check here if the Respondent waives the hearing requirement and will pay the liability.)

- a. I hereby waive any right the Respondent may have to a hearing before the California Regional Water Quality Control Board, Los Angeles Region (Los Angeles Water Board) regarding the Complaint; and
- b. I certify that the Respondent will remit payment for the proposed civil liability in the full amount of **\$595,026** by submitting a check that references “ACL Complaint No. R4-2025-0268” and made payable to the “*State Water Pollution Cleanup and Abatement Account*” within thirty (30) days of an executed final order of the Los Angeles Water Board or its delegee regarding this settlement. I understand that payment must be received by the State Water Resources Control Board by submitting a check to:

State Water Resources Control Board
ATTN: ACL Payment
P.O. Box 1888
Sacramento, California 95812-1888

I agree that the Respondent will provide a copy of the check via email to the Los Angeles Water Board Prosecution Team at Russ.Colby@waterboards.ca.gov and Kailyn.Ellison@waterboards.ca.gov.

- c. I understand signing this waiver under Option 1 constitutes a proposed settlement of the Complaint, and that any settlement will not become final until after the 30-day public notice and comment period and execution of a final order of the Los Angeles Water Board or its delegee. Should the Los Angeles Water Board receive significant new information or comments from any source (excluding the Los Angeles Water Board Prosecution Team) during this comment period, the Los Angeles Water Board’s

Assistant Executive Officer may withdraw the Complaint and issue a new Complaint. I understand that this proposed settlement is subject to approval by the Los Angeles Water Board, or its delegee, and it may consider this proposed settlement in a public meeting or hearing.

- d. I understand that payment of the above amount is not a substitute for compliance with applicable laws and that continuing violations of the type alleged in the Complaint may subject the Respondent to further enforcement, including additional civil liability.
- e. In settling this matter, the Respondent does not admit to any of the allegations stated herein or admit to any violations of the Water Code, or any other federal, state, or local law or ordinance, but recognizes that this settlement may be used as evidence of a prior enforcement action against the Respondent consistent with Water Code sections 13327 and 13385, subdivision (e). By entering this settlement, the Respondent does not waive any defenses or arguments related to any new enforcement action the Los Angeles Water Board may bring in the future.
- f. I understand that each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with this matter.
- g. Except in the instance where the settlement is not adopted by the Los Angeles Water Board or its delegee, I understand that the Respondent hereby waives the right to petition the adoption of an order in this matter to the State Water Resources Control Board, and further waives the right, if any, to appeal this matter to a California Superior Court and/or any California appellate level court.

☐ **Option 2 (Check here if the Respondent waives the 90-day hearing requirement to engage in settlement discussions.)**

I hereby waive any right the Respondent may have to a hearing before the Los Angeles Water Board within 90 days after service of this Complaint, but I reserve the ability to request a hearing in the future. I certify that the Respondent will promptly engage the Los Angeles Water Board Prosecution Team in settlement discussions to attempt to resolve the outstanding violations. By checking this box, the Respondent requests that the Los Angeles Water Board delay the hearing so that the Respondent and the Prosecution Team can discuss settlement. It remains within the discretion of the Los Angeles Water Board Presiding Officer to agree to delay the hearing. Any proposed settlement is subject to the conditions described under Option 1, above.

☐ **Option 3 (Check here if the Respondent waives the 90-day hearing requirement to extend the hearing date and/or hearing deadlines. Attach a**

separate sheet with the amount of additional time requested and the rationale.)

I hereby waive any right the Respondent may have to a hearing before the Los Angeles Water Board within 90 days after service of the Complaint. By checking this box, the Respondent requests that the Los Angeles Water Board delay the hearing and/or hearing deadlines so that the Respondent may have additional time to prepare for the hearing. Respondent must provide a written explanation of why additional time is needed concurrent with submittal of this Waiver. It remains within the discretion of the Los Angeles Water Board Presiding Officer to approve the extension.

Allison Edgar, 2174478 Digitally signed by Allison Edgar,
2174478
Date: 2025.12.10 14:52:11 -08'00'

Signature

Allison Edgar, Senior Counsel

(Print Name and Title)

December 10, 2025

(Date)