



September 12, 2013

**VIA E-MAIL YWON@WATERBOARDS.CA.GOV AND  
HKIFLE@WATERBOARDS.CA.GOV AND VIA FEDEX**

**CONFIDENTIAL SETTLEMENT COMMUNICATION – SUBJECT TO CALIFORNIA  
EVIDENCE CODE 1152 AND FEDERAL RULES OF EVIDENCE RULE 408**

Ms. Yuri Won  
Mr. Habte Kifle  
San Francisco Bay Regional Water Quality Control Board  
CALIFORNIA WATER BOARDS  
1515 Clay Street, Suite 1400  
Oakland, CA 94612

Re: Administrative Civil Liability Complaint No. R2-2013-1009  
The Hertz Corporation, Oakland International Airport, Alameda County

Dear Ms. Won and Mr. Kifle:

As you may recall, this firm represents the Hertz Corporation in relation to the Regional Board's Complaint for Administrative Civil Liability - Complaint R2-2013-1009 ("ACL"). Pursuant to my e-mail and follow up telephone call with Mr. Kifle earlier this date, enclosed herewith is an executed copy of the Waiver Form for the above-referenced ACL. Option 3 was elected to provide time to negotiate potential settlement and final documentation in this matter.

We appreciate the Regional Board's courtesy and cooperation as we seek to resolve this matter in the immediate future. Should you have any questions in the interim, please do not hesitate to contact me directly.

Very truly yours,

DOWNEY BRAND LLP

A handwritten signature in blue ink, appearing to read "Robert P. Soran". The signature is written over the printed name and firm name.

Robert P. Soran

RPS:cb

Enclosure

**WAIVER FORM**  
**ACL COMPLAINT NO. R2-2013-1009**

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

I am duly authorized to represent The Hertz Corporation (hereinafter "Discharger") in connection with Administrative Civil Liability (ACL) Complaint No. R2-2013-1009 (hereinafter the "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: PAY THE CIVIL LIABILITY**

*(Check here if the Discharger waives the hearing requirement and will pay the civil liability in full.)*

- a. I hereby waive any right the Discharger may have to a hearing before the Regional Water Board.
- b. I certify that the Discharger will remit payment for the proposed civil liability in the full amount of \$18,800 by check that references "ACL Complaint No. R2-2013-1009" made payable to the "San Francisco Bay Regional Water Quality Control Board." Payment must be received by the Regional Water Board by **October 14, 2013** or the Regional Water Board may adopt an Administrative Civil Liability Order requiring payment.
- c. I understand the payment of the above amount 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. Should the Regional Water Board receive significant new information or comments from any source (excluding the Regional Water Board Prosecution Team) during this comment period, the Regional Water Board's Assistant Executive Officer may withdraw the complaint, return payment, and issue a new complaint. I understand that this proposed settlement is subject to approval by the Regional Water Board or its Executive Officer, and that the Regional Water Board may consider this proposed settlement in a public meeting or hearing. I also understand that approval of the settlement will result in the Discharger having waived the right to contest the allegations in the Complaint and the imposition of civil liability.
- 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 Discharger to further enforcement, including additional civil liability.

**OPTION 2: REQUEST A TIME EXTENSION**

*(Check here if the Discharger waives the 90-day hearing requirement in order 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 Discharger may have to a hearing before the Regional Water Board within 90 days after service of the Complaint. By checking this box, the Discharger requests that the Regional Water Board delay the hearing and/or hearing deadlines so that the Discharger may have additional time to prepare for the hearing. It remains within the discretion of the Regional Water Board Advisory Team to approve the extension.

**OPTION 3: ENGAGE IN SETTLEMENT DISCUSSIONS**

*(Check here if the Discharger waives the 90-day hearing requirement in order to engage in settlement discussions.)*

I hereby waive any right the Discharger may have to a hearing before the Regional Water Board within 90 days after service of the Complaint, but I reserve the ability to request a hearing in the future. I certify that the Discharger will contact the Regional Water Board Prosecution Team within five business days of

**WAIVER FORM**  
**ACL COMPLAINT NO. R2-2013-1009**

submittal of this waiver to request that the Prosecution Team engage in settlement discussions to attempt to resolve the outstanding violation(s). As part of a settlement discussion, the Discharger may propose a supplemental environmental project to the extent such a project is authorized by law and the State Water Resources Control Board's (State Water Board's) Policy on Supplemental Environmental Projects, dated February 3, 2009. By checking this box, the Discharger requests that the Regional Water Board Advisory Team delay the hearing so that the Discharger and the Prosecution Team can discuss settlement. It remains within the discretion of the Regional Water Board Advisory Team to agree to delay the hearing. Any proposed settlement is subject to the conditions described above under "Option 1c and d."



Timothy Egger, Sr. Program Manager The Hertz Corporation  
(Print Name and Title)

[Handwritten Signature]  
(Signature)

9/9/13  
(Date)