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ENDORSED
FILED
ALAMEDA COUNTY

DEC 09 2014

CLERK OF THE SUPERIOR COURT

By K. Nacy Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,
a non-profit corporation,

Plaintiff,

v.

AERODYNAMIC AVIATION, *et al.*,

Defendants.

Case No.: RG-11-600721

~~PROPOSED~~ AMENDED CONSENT
JUDGMENT

1. INTRODUCTION

1.1 The parties to this Consent Judgment (“Parties”) are Plaintiff, the Center for Environmental Health (“CEH”), and the undersigned defendants on Exhibit A (the “Settling Defendants”).

1.2 Commencing in May 2011, CEH served multiple 60-Day Notices of Violation under Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5, *et seq.*), alleging that the entities named in those notices violated Proposition 65 by exposing persons to lead, as well as lead and lead compounds (collectively, “Lead”) contained in leaded aviation gasoline (“Avgas”) without first providing a clear and reasonable Proposition 65 warning.

1 **1.3** On June 30, 2011, several of the defendants in this case filed an action in the United
2 States District Court for the Eastern District of California against CEH, the California Attorney
3 General, and the Acting Director of the California Office of Environmental Health Hazard
4 Assessment (together the “Federal Defendants”). The federal plaintiffs sought declaratory and
5 injunctive relief, alleging that CEH’s Proposition 65 claims were preempted by federal law. Federal
6 Defendants’ motions to dismiss were granted, and the action was dismissed on October 19, 2011.

7 **1.4** On October 20, 2011 CEH filed the action entitled *CEH v. Aerodynamic Aviation, et*
8 *al.*, Case No. RG 11-600721, in the Superior Court of California for Alameda County. On October
9 25, 2011, CEH filed its First Amended Complaint. On July 17, 2012, CEH filed the operative
10 Second Amended Complaint (the “Complaint”).

11 **1.5** Each Settling Defendant distributes or offers Avgas for sale in the State of California
12 or has done so in the past.¹ The Settling Defendants are composed of fixed base operators and other
13 businesses that offer Avgas for retail sale at airports in California (the “FBO Settling Defendants”)
14 and distributors of Avgas that distribute Avgas to FBOs and other businesses that offer Avgas for
15 retail sale at airports in California (the “Distributor Settling Defendants”). The FBO Settling
16 Defendants together operate at 24 different airports in California. In some instances, a number of
17 different FBO Settling Defendants operate at the same California airport.

18 **1.6** The Parties acknowledge that the form of Avgas currently in use is known as 100LL,
19 indicating it has an octane rating of 100 and is “low lead.” The concentration of lead in 100LL
20 Avgas currently in use is specified at a maximum of 0.56 grams of lead per liter of fuel under
21 specification ASTM D910. A newer form of Avgas, known as 100VLL for “very low lead,” has
22 recently been approved by the Federal Aviation Administration (“FAA”) and is specified at a
23 maximum of 0.45 grams of lead per liter of fuel under specification ASTM D910, but is not yet
24 commercially available for sale in California. In addition, at least one major refinery of Avgas
25
26

27 ¹ World Fuel Services Corporation (“WFSC”) is a holding company and does not distribute or offer
28 AvGas for sale in the State of California currently or at any time in the past. WFSC is participating
in the settlement on behalf of any and all of its subsidiaries and affiliates.

1 recently began the process of obtaining FAA approval of a lead free alternative to Avgas that may
2 be used in all aircraft.

3 **1.7** The Parties acknowledge that certain aircraft that have obtained Supplemental Type
4 Certificates from the FAA are permitted by law to use high octane automotive gasoline that does
5 not contain lead (“Mogas”). Although some aircraft are capable of using Mogas, some are not. As
6 a result, FBOs cannot offer Mogas in lieu of Avgas but only in addition to Avgas. FBOs at
7 approximately 100 U.S. airports outside of California currently sell Mogas; however, due to state
8 requirements concerning the ethanol content of standard automotive gasoline and other factors,
9 Mogas has not, to date, been available in California.

10 **1.8** For purposes of this Consent Judgment, the Parties stipulate that this Court has
11 subject matter jurisdiction over the allegations of Proposition 65 violations contained in the
12 Complaint applicable to each Settling Defendant and personal jurisdiction over each Settling
13 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
14 and that this Court has jurisdiction to enter this Consent Judgment. Each Settling Defendant
15 represents that as of the date it executes this Consent Judgment, no public enforcer is diligently
16 prosecuting a Proposition 65 enforcement action related to lead in its Avgas.

17 **1.9** Nothing in this Consent Judgment is or shall be construed as an admission by the
18 Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with the
19 Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion
20 of law, issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive
21 or impair any right, remedy, argument, or defense the Parties may have in any other legal
22 proceeding. This Consent Judgment is the product of negotiation and compromise and is accepted
23 by the Parties for purposes of settling, compromising and resolving issues disputed in this action.

24 **1.10** CEH and the Settling Defendants now agree in this proposed Consent Judgment to
25 resolve CEH’s claims in the Complaint by, *inter alia* and as set forth specifically below: (a)
26 requiring clear and reasonable warnings via the posting of signs at the airport locations identified in
27 the Complaint; and (b) ensuring that Settling Defendants distribute and sell the airplane fuel with
28 the lowest lead content that is Commercially Available (as defined below).

1 **2. INJUNCTIVE RELIEF**

2 **2.1 Warnings At Airport Locations.** For each airport identified in the Complaint,
3 within 90 days of the date the court enters this Consent Judgment (the “Effective Date”), those FBO
4 Settling Defendant(s) who operate a facility at the airport shall post a warning sign or signs as
5 described below. No airport shall be required to have more than three (3) warning signs posted,
6 regardless of the number of FBO Settling Defendants who operate a facility at that airport. In
7 addition, within 90 days of the Effective Date, for each of the airports identified in the Complaint,
8 those FBO Settling Defendants who operate at each such airport will be responsible for delivering
9 warnings to each residence located within one kilometer of the airport.

10 **2.1.1 Warning Signs**

11 (a) The warning signs discussed in Section 2.1 shall be at least 24 inches
12 high by 24 inches wide.

13 (b) The sign(s) shall be posted in location(s) previously agreed to by the
14 Parties, or as close thereto as practicable. In general, the signs will be posted in conspicuous
15 locations likely to be seen by the general public, close to major roads or intersections surrounding
16 the airport. Maps showing the locations of the signs at each of the airports where the FBO
17 Defendants operate are attached hereto as Exhibit D.

18 (c) The Parties acknowledge that the FBO Settling Defendants operate at
19 airports owned and operated by third parties (in most cases, governmental entities). In order to
20 effectuate this warning provision, the vast majority of FBO Settling Defendants have already
21 consulted with the airport authorities that control their leases to post the warning signs at the
22 agreed-upon locations. With the exception of a few locations, all of the airport authorities contacted
23 have agreed to permit the FBO Settling Defendants to post the warning signs. With regard to those
24 airport authorities that have not yet agreed to the posting of the warnings, the FBO Settling
25 Defendants operating at those airports will, within 30 days following the Effective Date, make a
26 formal request to post the warnings. If, despite an FBO Settling Defendant’s requests, an airport
27 authority refuses to permit posting of any sign on airport property, the FBO Settling Defendant shall
28 inform CEH of that fact. In such an event, the FBO Settling Defendant shall post a sign on its own

1 property or leasehold, to the extent permitted, in the location most likely to be seen by the general
2 public.

3 **2.1.2 Delivered Warnings.** The delivered warnings discussed in Section 2.1 shall
4 be on size 8.5 inches by 11 inch paper. Such warnings, if hand-delivered, will be placed on the door
5 handle of each residence within the specified distance of the airport. Otherwise, such warnings will
6 be mailed via First Class U.S. Mail.

7 **2.1.3 Warning Language.**

8 (a) The warning sign set forth in Section 2.1.1 shall state as follows:
9 **WARNING**

10 The area within one kilometer of this airport contains lead, a chemical
11 known to the State of California to cause cancer, birth defects or other
12 reproductive harm. Lead is contained in the aviation fuel (“Avgas”) that is used by small piston engine aircraft that take off and land at this airport. People living, working, or traveling near this location will be exposed to lead as aircraft take off and land.

13 For more information, visit www.ceh.org/avgas

14 (b) The delivered warning set forth in Section 2.1.2 shall state as follows:

15 **WARNING**

16 The area within one kilometer of [NAME OF AIRPORT] contains
17 lead, a chemical known to the State of California to cause cancer,
18 birth defects or other reproductive harm. Lead is contained in the
19 aviation fuel (“Avgas”) that is used by small piston engine aircraft
20 that take off and land at this airport. People living, working, or
21 traveling near this location will be exposed to lead as aircraft take off
22 and land.

23 For more information, visit www.ceh.org/avgas

24 **2.2 Website Content.** The website referenced in the warnings shall be maintained by
25 CEH and will include, at a minimum, the following information: (1) an interactive map of each
26 airport covered by this consent judgment showing the boundaries of the airport and the surrounding
27 neighborhood; and (2) information about lead hazards and the use of lead in aviation fuel.

28 **2.3 Reduction in Lead Emissions from Aviation Fuel**

2.3.1 Concentration Of Lead In Avgas

1 (a) As of the Effective Date, Settling Defendants shall not purchase for
2 resale in California, distribute for sale in California, or sell in California Avgas that contains a lead
3 concentration of more than 0.56 grams of lead per liter of fuel. In addition, each Settling Defendant
4 shall purchase for resale, distribute, and sell in California Avgas with the lowest concentration of
5 lead approved for aviation use that is commercially available to that Settling Defendant on a
6 consistent and sustained basis at prices and on terms, in quantities and at times sufficient to meet
7 demands of the customers of that Settling Defendant in California (“Commercially Available”),
8 including 100VLL once it becomes Commercially Available to that Settling Defendant for the
9 California market.

10 (b) In order to ensure compliance with the lead concentration limits
11 established in this Section 2.3.1, a Settling Defendant shall, upon 30 days’ prior written notice,
12 allow CEH (at its own expense) to obtain a sample of the Avgas currently being sold by such
13 Defendant, provided that CEH has not requested a sample from the same Settling Defendant during
14 the preceding 12 months.

15 (c) In the event that CEH concludes that a lower lead alternative to
16 100LL Avgas that is approved for aviation use will be Commercially Available to one or more
17 Settling Defendants on or after November 1, 2015, CEH shall notify each such Settling Defendant
18 as to the basis for CEH’s belief at least ninety (90) days in advance of November 1, 2015. Each
19 such Settling Defendant shall, within ninety (90) days of receiving such notice from CEH, either
20 comply with paragraph 2.3.1(a) hereof, or report to CEH the basis for its conclusion that no lower
21 lead alternative to 100LL Avgas that is approved for aviation use is Commercially Available to such
22 Settling Defendant for the California market. Should CEH disagree with a Settling Defendant’s
23 assessment about whether any formulation of aviation fuel is approved for aviation use and
24 Commercially Available to that Settling Defendant for the California market, CEH may seek to
25 enforce the requirements of Section 2.3.1(a) in accordance with the procedure set forth in Section
26 3.1. In any such motion, the burden shall be on CEH to establish that a lower lead alternative to
27 100LL Avgas is Commercially Available to that Settling Defendant for the California market. In
28 the absence of any notification from CEH to, and successful enforcement effort by CEH as called

1 for in this Section 2.3.1(c) against, any Settling Defendant, such Settling Defendant's obligation
2 under Section 2.3.1(a) regarding Avgas that contains a lead concentration of less than 0.56 grams of
3 lead per liter of fuel shall not apply until such time as such Avgas is approved for aviation use and
4 Commercially Available to that Settling Defendant.

5 (d) At any time after 100VLL or any other lower lead alternative to
6 100LL Avgas that is approved for aviation use becomes Commercially Available for the California
7 market, any Party may file a motion to modify the terms of Section 2.3.1(a) on the basis that either:
8 (a) Avgas with a lead concentration below 0.45 grams per liter is no longer Commercially Available
9 such that the concentration level should be adjusted upward; or (b) Avgas with a lead concentration
10 at a level of 0.45 is more than 10 percent over the lead concentration level in fuel that is approved
11 for aviation and that is Commercially Available such that the level should be adjusted downward.
12 The Party seeking a modification pursuant to this Section shall provide written notice to all affected
13 Parties and shall meet and confer with all interested parties for a period of not less than 30 days
14 before filing any such motion. The Party bringing a motion to modify this consent judgment shall
15 bear the burden of demonstrating that the concentration limit in Section 2.3.1(a) should be modified
16 pursuant to this Section 2.3.1(d).

17 **2.3.2 Distribution of Mogas**

18 (a) As of the Effective Date, each FBO Settling Defendant that is not
19 prohibited from offering Mogas (e.g., by insurance, lease, applicable law or regulations, or other
20 conditions) will consider in good faith, but in its sole discretion, whether or not to offer Mogas.

21 (b) Also as of the Effective Date, should any FBO operating in California
22 request that a Distributor Settling Defendant provide the FBO with Mogas, the Distributor Settling
23 Defendant to whom the request is addressed shall make Mogas available to the requesting FBO.
24 Notwithstanding the foregoing, no Distributor Settling Defendant shall be required to provide
25 Mogas if, despite reasonable efforts of the Distributor, the supplier(s) of Mogas available to such
26 Distributor Settling Defendant fail to provide a certificate evidencing aviation product liability
27 coverage for such Mogas or otherwise prohibit the Distributor Settling Defendant from making such
28 Mogas available, the firms storing and transporting such Mogas fail to certify that such Mogas has

1 been stored and transported in accordance with aviation industry standards, or an insurance
2 underwriter has not extended liability coverage, on commercially reasonable terms, for its sale by
3 the Distributor Settling Defendant.

4 (c) No more frequently than once in any 12-month period, CEH may
5 request from any Distributor Settling Defendant a report of all requests such Distributor Settling
6 Defendant has received from FBOs in California seeking Mogas. In addition, in the event that CEH
7 has reason to believe that an FBO has requested Mogas, but a Distributor Settling Defendant has
8 declined to provide such Mogas, CEH may request that the Distributor Settling Defendant provide
9 the basis upon which the decision not to provide Mogas was made. In response to either form of
10 request from CEH, the Distributor Settling Defendant shall provide such information within 45 days
11 following such request. CEH may then challenge that determination by motion following notice to
12 the Distributor Settling Defendant and 30 days for the parties to the dispute to meet and confer.

13 **3. ENFORCEMENT**

14 **3.1** Before moving to enforce the terms and conditions of this Consent Judgment with
15 respect to an alleged violation hereof or of Proposition 65 related to Avgas, CEH must follow these
16 procedures:

17 **3.1.1** In the event that CEH identifies an airport at which (1) one or more FBO
18 Settling Defendant(s) sells Avgas but at which no warning signs have been posted or leaflets
19 delivered as described in Section 2.1 of this Consent Judgment 90 days after the Effective Date, or
20 (2) there is a violation of Section 2.3 of this Consent Judgment, then CEH or such person shall
21 notify Settling Defendant in writing within 15 days of the date CEH or such other person was
22 informed of or observed the alleged violation (the "Notice of Violation" or "NOV"). The NOV
23 shall be sent to the person(s) identified pursuant to Section 7 herein. The NOV shall at a minimum
24 set forth the date(s) the alleged violation(s) was observed, identify the address(es) of the airport(s)
25 in question, and describe the alleged violation(s) with sufficient detail to allow the recipient to
26 determine the basis of the claim being asserted. The NOV shall allege all violations that could have
27 been raised with respect to each airport in question as of the date of the NOV.

1 **3.1.2** In the event the recipient corrects the alleged violation(s) within sixty (60)
2 days of receiving the NOV, CEH shall take no further enforcement action with respect to such
3 alleged violation(s) under either this Consent Judgment, Proposition 65, or any other law.

4 **3.1.3** In the event the recipient wishes to contest the allegations contained in any
5 NOV, it shall notify CEH of such in writing within thirty (30) days of its receipt of the NOV. The
6 recipient may provide any evidence to CEH or the notifying person in support of its position. In the
7 event that, upon a good faith review of the evidence, CEH or the notifying person agrees with the
8 recipient's position, no further action shall be taken. In the event the recipient provides evidence,
9 and CEH disagrees with the recipient's position, it shall, within thirty (30) days, notify the recipient
10 of such and provide the recipient, in writing, with the reasons for its disagreement. Thereafter, the
11 notifying person and recipient shall meet and confer for a period of fifteen (15) days to attempt to
12 resolve their dispute on mutually acceptable terms; if no such resolution results, CEH may seek to
13 enforce the terms and conditions contained in this Consent Judgment against the recipient. In the
14 event the recipient of an NOV fails to respond to the NOV within the allotted 30 days, CEH may
15 seek to enforce the terms of this Consent Judgment.

16 **4. PAYMENTS**

17 **4.1 Payments by Settling Defendants.** On January 9, 2015, or within thirty days after
18 entry of this Consent Judgment, whichever is later, the Settling Defendants shall make a total
19 settlement payment to CEH in the amount of \$550,000.00, in full satisfaction and consideration of
20 the monetary component of the alleged violations pursuant to Health & Safety Code section
21 25249.5, *et seq.*, which will be apportioned as set forth below. The amount that each Settling
22 Defendant is responsible for paying is set forth in Exhibit A.

23 **4.2** The settlement payment shall be made by check(s) payable to the Lexington Law
24 Group Attorney-Client Trust Fund. The funds paid by the Settling Defendants shall be allocated as
25 follows:

26 **4.2.1** \$70,000 as a civil penalty pursuant to Health & Safety Code § 25249.7(b),
27 such money to be apportioned by CEH in accordance with Health & Safety Code § 25249.12 (25%
28 to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment).

1 **4.2.2** \$106,000 as a payment in lieu of civil penalty to CEH pursuant to Health &
2 Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b).

3 (a) Of the amount received as a payment in lieu of civil penalty, CEH or its
4 counsel will hold \$5,000 in a trust account pending the delivery of warnings under Section 2.1.
5 Within 120 days of the Effective Date, each FBO Defendant that chooses to seek partial
6 reimbursement of the expenses it incurred for providing the warnings described in Section 2.1.2
7 shall submit to CEH documentation of the expenses it has incurred in delivering those warnings to
8 residences pursuant to Section 2.1. Upon review of that documentation, within 150 days of the
9 Effective Date, CEH shall disburse to each FBO Defendant 50% of the expenses for which it has
10 submitted documentation, provided that the total amount that CEH shall be required to disburse
11 under this provision shall not exceed \$5,000. If 50% the aggregate expenses for which FBO
12 Defendants have submitted documentation exceeds \$5,000, then CEH shall disburse to each FBO
13 Defendant its proportionately reduced share. If 50% the aggregate expenses for which FBO
14 Defendants have submitted documentation does not exceed \$5,000, then the remainder of the
15 \$5,000 amount that has not been disbursed to FBO Defendants will be disbursed to CEH as a
16 payment in lieu of civil penalty.

17 (b) CEH will use the funds it receives as a payment in lieu of civil penalty to
18 continue its work educating and protecting people from exposures to toxic chemicals. CEH may
19 also use a portion of such funds to monitor compliance with this Consent Judgment and to purchase
20 and test Settling Defendant's products to confirm compliance. In addition, as part of its Community
21 Environmental Action and Justice Fund, CEH will use four percent (4%) of such funds to award
22 grants to grassroots environmental justice groups working to educate and protect people from
23 exposures to toxic chemicals. The method of selection of such groups can be found at the CEH web
24 site at www.ceb.org/justicefund.

25 **4.2.3** \$374,000 as reimbursement of a portion of CEH's reasonable attorneys' fees
26 and costs.

1 **5. MODIFICATION**

2 **5.1 Written Consent.** This Consent Judgment may be modified from time to time by
3 express written agreement of the Parties with the approval of the Court, or by an order of this Court
4 upon motion and in accordance with law.

5 **5.2 Meet and Confer.** Any Party seeking to modify this Consent Judgment shall
6 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to modify
7 the Consent Judgment.

8 **5.3 Addition of Opt-In Defendants.** In order to assure consistent treatment of
9 similarly-situated market participants as well as more uniform and widely available warnings for
10 Lead in Avgas, the Parties seek to allow other entities to opt-in to this Consent Judgment in the
11 following process:

12 **5.3.1** An entity is eligible to become an Opt-In Settling Defendant to the Amended
13 Consent Judgment, if it (a) is a “person in the course of doing business” as that term is defined in
14 California Health and Safety Code § 25249.11(b); and (b) distributes or offers Avgas for sale in the
15 State of California or has done so in the past. The Opt-In Settling Defendants will either be fixed
16 base operators that offer Avgas for sale (the “FBO Opt-In Settling Defendants”) or distributors of
17 Avgas (the “Distributor Opt-In Settling Defendants”).

18 **5.3.2** No later than 180 days after entry of the Consent Judgment, an entity that
19 wishes to become an Opt-In Settling Defendant shall provide to CEH’s Counsel, with a copy to
20 Defense Liaison Counsel, as specified in Section 7, each of the following: (a) its Notice of Intent to
21 Opt-In to Consent Judgment (“Notice of Intent”) in the form attached hereto as Exhibit B; (b) an
22 executed signature page to the proposed Amended Consent Judgment in the form attached hereto as
23 Exhibit C; (c) any certification required under Section 5.3.3; and (d) the payments required by
24 Section 5.3.4. Within twenty (20) days of its receipt of a Notice of Intent to Opt-In, CEH may
25 reject any such Notice of Intent to Opt-In by providing notice of such rejection to the entity
26 providing the Notice of Intent to Opt-In and to Defense Liaison Counsel and returning to the entity
27 providing the Notice of Intent to Opt-In any and all funds received with such entity’s Notice of
28 Intent to Opt-In.

1 **5.3.3** If a proposed Opt-In Settling Defendant has not previously received from
2 CEH a 60-Day Notice of Violation of Proposition 65 related to Lead in Avgas, it shall also provide
3 with its Notice of Intent to Opt-In a certification in the form attached hereto as Exhibit B2. Within
4 twenty (20) days of the expiration of the 180 day opt-in period, CEH, to the extent it has not already
5 done so, shall serve a 60-Day Notice of Violation of Proposition 65 pursuant to Health and Safety
6 Code § 25249.7(d)(1), relating to Lead in Avgas upon each entity that has properly notified CEH of
7 its intent to opt-in to the Consent Judgment.

8 **5.3.4** Each FBO Opt-In Settling Defendant shall pay a total of \$7,500 for each of
9 its California locations. Each Distributor Opt-In Settling Defendant shall pay a total of \$87,500.
10 Payments pursuant to this section shall be made by check(s) payable to the Lexington Law Group
11 Attorney-Client Trust Fund and delivered to Defense Liaison Counsel as set forth in Section 7.2.
12 Within ten (10) days following entry of the Amended Consent Judgment, Defense Liaison Counsel
13 shall deliver the check(s) to CEH's Counsel, who shall then distribute these funds as set forth below
14 with ten (10) days of receipt of the check(s). These funds will be divided as follows:

15 (a) First, for each FBO Opt-In Settling Defendant, the amount of \$955 for
16 each of its California locations will be paid as a civil penalty pursuant to Health & Safety Code §
17 25249.7(b), such money to be apportioned by CEH in accordance with Health & Safety Code §
18 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health
19 Hazard Assessment). For each Distributor Opt-In Settling Defendant, the amount of \$11,113 will
20 be paid as a civil penalty pursuant to Health and Safety Code § 25249.7(b), such money to be
21 apportioned by CEH in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75%
22 to the State of California's Office of Environmental Health Hazard Assessment).

23 (b) The next \$75,000 in aggregate payments by Opt-In Settling
24 Defendants shall, subject to Court approval, be paid to CEH's Counsel as compensation for
25 reasonable and necessary time associated with administering the Opt-In program, including sending
26 out 60-Day Notices, entering the Amended Consent Judgment and responding to inquiries regarding
27 the Opt-In program, with any remainder payable to CEH's Counsel as reimbursement of
28 unrecouped attorneys fees and costs incurred in this matter.

1 (c) Fifty percent (50%) of all remaining payments by Opt-In Settling
2 Defendants of up to \$750,000 shall be disbursed to Defense Liaison Counsel, who shall further
3 distribute these funds to each of the Settling Defendants in accordance with the proportional amount
4 that each Settling Defendant paid to its respective counsel for attorneys fees and costs incurred
5 through October 31, 2014, to litigate this action and negotiate and finalize this Consent Judgment.

6 (d) All remaining payments by Opt-In Settling Defendants shall be
7 allocated as a payment in lieu of civil penalty to CEH and as attorneys' fees and costs to CEH's
8 counsel as reimbursement of unrecouped attorneys fees and costs incurred in this matter of up to
9 \$400,000, subject to Court approval. Such payments will be divided in the same proportion as the
10 total payment by the Settling Defendants is allocated under Section 4.2. Once CEH's counsel has
11 been reimbursed as set forth above, any remaining payments by Opt-In Settling Defendants shall be
12 divided proportionately between civil penalty and payments to CEH in lieu of a civil penalty in
13 accordance with sections 4.2.1 and 4.2.2 hereof.

14 (e) Under no circumstances shall any sum collected under this Consent
15 Judgment be used to defray or reimburse the amount paid by any Settling Defendant or Opt-In
16 Settling Defendant pursuant to this Consent Judgment (as opposed to the attorneys' fees incurred by
17 such Settling Defendant).

18 **5.3.5** If after the close of the 180 day Opt-In period CEH has received all
19 paperwork from less than ten (10) Opt-In Settling Defendants, CEH may at its option cancel the
20 Opt-In by providing notice of such rejection to Defense Liaison Counsel and returning to each
21 entity that provided a Notice of Intent to Opt-In any and all funds received with such entity's Notice
22 of Intent to Opt-In.

23 **5.3.6** Within 210 days of Entry of the Consent Judgment, and assuming it has
24 received at least one notice of intent to opt-in and has not cancelled the Opt-In pursuant to Section
25 5.3.5, CEH shall file a noticed motion for approval of a proposed Amended Consent Judgment.
26 Such motion will be made in accordance with Health and Safety Code § 25249.7(f)(4) and will seek
27 the statutory findings required thereunder. The Amended Consent Judgment filed with the Court
28 may only differ from the Consent Judgment in that it will include the Opt-In Settling Defendants,

1 attach the Opt-In Settling Defendants' signature pages, and deem the Complaint amended to add the
2 Opt-In Settling Defendants as Defendants in this action upon entry of the Amended Consent
3 Judgment. Except as specifically stated herein, nothing in the Amended Consent Judgment shall
4 modify or in any way affect the rights or obligations of Settling Defendants and CEH as set forth
5 herein. The motion for approval of the Amended Consent Judgment shall be set for hearing at least
6 seventy (70) days after CEH serves the last 60-Day Notice of Violation of Proposition 65 regarding
7 Lead in Avgas on the Opt-In Settling Defendants.

8 **5.3.7** Within thirty (30) days following court approval of the Amended Consent
9 Judgment as to an FBO Opt-In Settling Defendant, such party shall comply with the provisions of
10 section 2.1. To the extent another FBO Opt-In Settling Defendant has already complied with the
11 provisions of section 2.1 such that a sign is already posted or warnings have already been delivered
12 to residences at the airport at which the FBO Opt-In Settling Defendant operates, then the FBO Opt-
13 In Settling Defendant shall promptly reimburse its per capita share of the expenses incurred by the
14 FBO Settling Defendant(s) operating at that airport in previously complying with section 2.1, upon
15 presentation of appropriate documentation of such expenses.

16 **5.3.8** The deadlines in this Order may be extended by written stipulation between
17 CEH and Defense Liaison Counsel, following Defense Liaison Counsel's consultation with the
18 Settling Defendants with no objections from them remaining unresolved.

19 **5.3.9** Nothing in this Consent Judgment shall preclude CEH from resolving any
20 claim against an entity that is not a Settling Defendant on different terms than are contained in the
21 Consent Judgment or the Amended Consent Judgment.

22 **5.4 Change in Settling Defendant Status.** Following the Effective Date, should any
23 Settling Defendant no longer qualify as a "person in the course of doing business" under Cal. Health
24 & Safety Code § 25249.11(b), then such Settling Defendant shall provide notice to CEH together
25 with proof sufficient to demonstrate that such Settling Defendant no longer so qualifies. CEH shall
26 have 30 days in which to decide whether to dispute the notice provided hereunder. If CEH does not
27 dispute such notice, the parties shall file a stipulation and proposed order or other appropriate
28 motion requesting the Court's approval. Should CEH notify the noticing Settling Defendant that it

1 disputes the notice, the noticing Settling Defendant may file a motion in accordance with Sections
2 5.1 and 5.2. Upon Court approval, such Settling Defendant will have no further obligations under
3 Section 2 of this Consent Judgment. Should CEH later believe that such Settling Defendant later
4 qualifies as a “person in the course of doing business” under Cal. Health & Safety Code
5 § 25249.11(b), CEH may provide such Settling Defendant with 30 days’ notice, after which the
6 parties may proceed by stipulation and order or by motion to resolve any dispute.

7 **6. CLAIMS COVERED AND RELEASED**

8 **6.1** This Consent Judgment is a full, final and binding resolution between CEH on behalf
9 of itself and the public interest and each Settling Defendant, and its parents, subsidiaries, affiliated
10 entities that are under common ownership, directors, officers, employees, and attorneys (“Defendant
11 Releasees”), and each entity to whom they directly or indirectly distribute or sell Avgas, including
12 but not limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members,
13 licensors, and licensees, (“Downstream Defendant Releasees”) of any violation of Proposition 65
14 that was or could have been asserted in the Complaint against Settling Defendants, Defendant
15 Releasees, and Downstream Defendant Releasees, based on failure to warn about alleged exposure
16 to Lead contained in Avgas. Notwithstanding the foregoing, no FBO shall be released from any
17 violation of Proposition 65 that was or could have been asserted in the Complaint unless it is a
18 Settling FBO Defendant or an FBO Opt-In Settling Defendant.

19 **6.2** This Consent Judgment is a full, final and binding resolution between CEH, in its
20 individual capacity only, and each Settling Defendant, Defendant Releasees, and Downstream
21 Defendant Releasees of any violation of Propostion 65 and any statutory or common law obligation
22 that was or could have been asserted in the Complaint against Settling Defendant, Defendant
23 Releasees, and Downstream Defendant Releasees, based on the sale, use, or distribution of Avgas
24 containing Lead. Notwithstanding the foregoing, no FBO shall be released from any claim that was
25 or could have been asserted in the Complaint unless it is a Settling FBO Defendant or an FBO
26 Opt-In Settling Defendant.

27 **6.3** Compliance with the terms of this Consent Judgment by a Settling Defendant
28 constitutes compliance with Proposition 65 with respect to Lead contained in Avgas.

1 **6.4** Nothing in this Section 6 affects CEH’s right to commence or prosecute an action
2 under Proposition 65 against any person other than a Settling Defendant, Defendant Releasee, or
3 Downstream Defendant Releasee.

4 **6.5** Nothing in Section 6 affects CEH’s right to commence or prosecute an action under
5 Proposition 65 against a Downstream Defendant Releasee that: (a) is also a direct customer of a
6 non-settling seller of Avgas as to Avgas sold by such non-settling seller; or (b) sells or offers for
7 sale Avgas without Proposition 65 warnings that comply with the requirements of this Consent
8 Judgment.

9 **7. NOTICE**

10 **7.1** When CEH is entitled to receive any notice under this Consent Judgment, the notice
11 shall be sent by first class and electronic mail to:

12 Mark Todzo, Esq.
13 Lexington Law Group
14 503 Divisadero Street
15 San Francisco, CA 94117
16 mtodzo@lexlawgroup.com

17 **7.2** When any Settling Defendant is entitled to receive any notice under this Consent
18 Judgment, the notice shall be sent by first class and electronic mail to the person identified in
19 Exhibit A *and* to the following Defense Liaison Counsel:

20 Trenton H. Norris, Esq.
21 Arnold & Porter LLP
22 Three Embarcadero Center, 10th Floor
23 San Francisco, CA 94111
24 trent.norris@aporter.com

25 **7.3** Any Party may modify the person and address to whom the notice is to be sent by
26 sending each other Party notice by first class and electronic mail.

27 **8. COURT APPROVAL**

28 **8.1** This Consent Judgment shall become effective upon entry by the Court. CEH shall
prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants shall
support entry of this Consent Judgment.

1 **8.2** If this Consent Judgment is not entered by the Court, it shall be of no force or effect
2 and shall never be introduced into evidence or otherwise used in any proceeding for any purpose
3 other than to allow the Court to determine if there was a material breach of Section 8.1.

4 **9. ATTORNEYS' FEES**

5 **9.1** Should CEH prevail on any motion, application for an order to show cause, or other
6 proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its reasonable
7 attorneys' fees and costs incurred as a result of such motion or application. Should a Settling
8 Defendant prevail on any motion application for an order to show cause, or other proceeding, the
9 Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result of such
10 motion or application upon a finding by the court that CEH's prosecution of the motion or
11 application lacked substantial justification. For purposes of this Consent Judgment, the term
12 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,
13 Code of Civil Procedure §§ 2016, *et seq.*

14 **9.2** Except as otherwise provided in this Consent Judgment, each Party shall bear its own
15 attorneys' fees and costs.

16 **9.3** Nothing in this Section 9 shall preclude a Party from seeking an award of sanctions
17 pursuant to law.

18 **10. OTHER TERMS**

19 **10.1** The terms of this Consent Judgment shall be governed by the laws of the State of
20 California.

21 **10.2** This Consent Judgment shall apply to and be binding upon CEH and Settling
22 Defendants, and their respective divisions, subdivisions, and subsidiaries, and the successors or
23 assigns of any of them.

24 **10.3** This Consent Judgment contains the sole and entire agreement and understanding of
25 the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
26 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and
27 therein. There are no warranties, representations, or other agreements between the Parties except as
28 expressly set forth herein. No representations, oral or otherwise, express or implied, other than

1 those specifically referred to in this Consent Judgment have been made by any Party hereto. No
2 other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed
3 to exist or to bind any of the Parties hereto. No supplementation, modification, waiver, or
4 termination of this Consent Judgment shall be binding unless executed in writing by the Party to be
5 bound thereby. No waiver of any of the provisions of this Consent Judgment shall be deemed or
6 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such
7 waiver constitute a continuing waiver.

8 **10.4** Nothing in this Consent Judgment shall release, or in any way affect any rights that
9 any Settling Defendant might have against any other party, whether or not that party is a Settling
10 Defendant.

11 **10.5** This Court shall retain jurisdiction of this matter to implement or modify the Consent
12 Judgment.

13 **10.6** The stipulations to this Consent Judgment may be executed in counterparts and by
14 means of facsimile or portable document format (pdf), which taken together shall be deemed to
15 constitute one document.

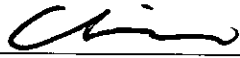
16 **10.7** Each signatory to this Consent Judgment certifies that he or she is fully authorized
17 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute
18 the Consent Judgment on behalf of the Party represented and legally to bind that Party.

19 **10.8** The Parties, including their counsel, have participated in the preparation of this
20 Consent Judgment, and this Consent Judgment is the result of the joint efforts of the Parties. This
21 Consent Judgment was subject to revision and modification by the Parties and has been accepted
22 and approved as to its final form by all Parties and their counsel: Accordingly, any uncertainty or
23 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of
24 the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
25 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
26 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in this
27 regard, the Parties hereby waive California Civil Code Section 1654.
28

1 **IT IS SO STIPULATED:**

2 Dated: December 2014

CENTER FOR ENVIRONMENTAL HEALTH

3
4 By: 
5 Name: CHARLIE PIZARRO
6 Title: ASSOCIATE DIRECTOR

7 *OTHER SIGNATORIES SHOWN ON EXHIBIT A*

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IT IS SO STIPULATED:

Dated: _____, 2014

CENTER FOR ENVIRONMENTAL HEALTH

By: _____
Name: _____
Title: _____

OTHER SIGNATORIES SHOWN ON EXHIBIT A

IT IS SO ORDERED:

Dated: Dec. 10, 2014



HON. WYNNE CARVILL
Judge of the Superior Court

EXHIBITS

- A. Settling Defendants and Allocation of Payments**
- B. Notice of Intent to Opt-In**
- C. Signature Page of Opt-In Defendant**
- D. Signage Locations for FBO Settling Defendants**

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EXHIBIT A
Settling Defendants

I. FBO Settling Defendants

1. **Settling Defendant:** Air 88, Inc. d/b/a CrownAir Aviation


Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: RAY RICHMOND
Title: VP. OPERATIONS - GENERAL MGR
Address: 5735 JOHN V MONTGOMERY DR.
SAN DIEGO, CA 92123
E-mail: RAYR@CROWNAIRAVIATION.COM

IT IS SO STIPULATED.

Signed: 
Name: RAY RICHMOND
Title: V.P. OPS / GENERAL MGR
Date: 11.25.14

1 2. **Settling Defendant:** Air Rutter International LLC

2 **Airport Locations Identified in Complaint:** 1

3 **Settlement Payment Amount:** \$7,029.62

4 **Person(s) to Receive Notice Pursuant to Section 7.2:**

5
6 Name: Robert A. Seidel
7 Title: President and Chief Executive Officer
8 Address: 4310 Donald Douglas Drive
9 Long Beach , CA 90808
10 E-mail: bseidel@jfjets.com

11
12 **IT IS SO STIPULATED.**

13 Signed:



14 Name: Robert A. Seidel
15 Title: President and Chief Executive Officer
16 Date: November 25, 2014

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3. **Settling Defendant:** AirFlite, Inc.

Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: John Tary

Title: Aviation General Manager

Address: 3250 AirFlite Way

E-mail: john_tary@toyota.com

IT IS SO STIPULATED.

Signed: 

Name: John Tary

Title: Aviation General Manager

Date: 11/25/14

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4. **Settling Defendant:** APP Properties, Inc. d/b/a/ APP Jet Center, successor to Airport Property Partners, LLC d/b/a APP Jet Center.

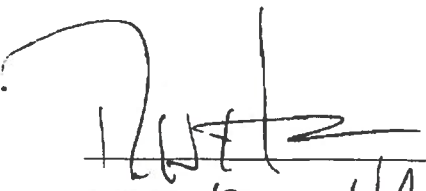
Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Thomas Panico
Title: General Manager
Address: APP Jet Center 19990 Skywest Drive
Hayward, CA 94541
E-mail: tpanico@appjetcenter.com

IT IS SO STIPULATED.

Signed: 
Name: Andrew HARRISON
Title: CEO
Date: 11/25/14

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5. **Settling Defendant:** Amelia Reid Aviation LLC

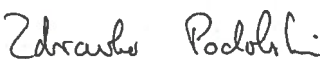
Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: ZDRAVKO PODOLSKI
Title: MANAGING MEMBER
Address: 2650 ROBERT FOWLER WAY
SAN JOSE, CA 95148
E-mail: ZDRAVKO@AERODYNAMICAVIATION.COM

IT IS SO STIPULATED.

Signed: 

Name: ZDRAVKO PODOLSKI
Title: MANAGING MEMBER
Date: NOV 25, 2014

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6. **Settling Defendant:** American Airports Corporation

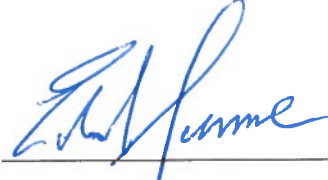
Airport Locations Identified in Complaint: 2

Settlement Payment Amount: \$14,059.24

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: EDWARD R. SAUSE
Title: PRESIDENT
Address: 2425 OLYMPIC BLVD, STE 650 E
SANTA MONICA, CA 90404
E-mail: esause@americanairports.net

IT IS SO STIPULATED.

Signed: 
Name: EDWARD R. SAUSE
Title: PRESIDENT
Date: 11/26/2014

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7. **Settling Defendant:** Ameriflyers of California

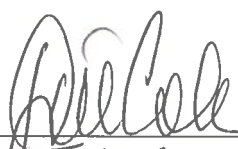
Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Jill Cole
Title: Director
Address: 4650 Airport Parkway
Addison, TX 75001
E-mail: JillC@AF.TV

IT IS SO STIPULATED.

Signed: 
Name: Jill Cole
Title: Director
Date: 12/2/14

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2 8. **Settling Defendant:** Atlantic Aviation Corporation; Atlantic Aviation FBO, Inc.;
3 Atlantic Aviation of Santa Monica, LP, jointly and severally

4 **Airport Locations Identified in Complaint:** 4

5 **Settlement Payment Amount:** \$28,118.48

6 **Person(s) to Receive Notice Pursuant to Section 7.2:**

7
8 Name: Todd Smith
9 Title: VP- Risk Mgmt & Safety
10 Address: 6652 Pinecrest Dr., Suite 300
11 Plano, TX 75024
12 E-mail: todd.smith@atlanticaviation.com

13
14 **IT IS SO STIPULATED.**

15 Signed: Tommy Christensen
16 Name: Tommy Christensen
17 Title: Risk Management / Safety Specialist
18 Date: 12/9/2014

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9. **Settling Defendant:** Aviation Consultants, Inc. d/b/a San Luis Jet Center


Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Andrew Robillard
Title: Vice President of FBOs
Address: 945 Airport Dr
San Luis Obispo CA 93401
E-mail: arobillard@acijet.com

IT IS SO STIPULATED.

Signed: 
Name: Andrew Robillard
Title: Vice President of FBOs
Date: 11/25/14

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10. **Settling Defendant:** Business Jet Center Oakland, LP


Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Tammy Williams
Title: CEO
Address: 8101 Lemmon Avenue
Dallas, TX 75209
E-mail: tammy.williams@businessjetcenter.com

IT IS SO STIPULATED.

Signed: 
Name: Tammy L. Williams
Title: CEO
Date: 12-8-14

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11. **Settling Defendant:** California in Nice, Inc. d/b/a Nice Air


Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: HIRO TAKA I
Title: PRESIDENT
Address: 2575 Robert Fowler wy
San Jose, CA 95148
E-mail: niceair00@yahoo.com.jp

IT IS SO STIPULATED.

Signed: 
Name: HIRO TAKA I
Title: PRESIDENT
Date: Dec 8 2014

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12. **Settling Defendant:** Castle & Cooke Aviation Services, Inc.

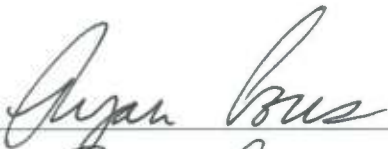
Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Ryan Gores
Title: Vice President
Address: 1 Dole Dr.
Westlake Village, CA 91362
E-mail: Rgores@castlecooke.com

IT IS SO STIPULATED.

Signed: 
Name: Ryan Gores
Title: Vice President
Date: 12/8/14

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13. **Settling Defendant:** Channel Islands Aviation, Inc.

Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Mark Oberman

Title: President

Address: 305 Durley Avenue

Camarillo, CA 93010

E-mail: mark.oberman@flycia.com

IT IS SO STIPULATED.

Signed:  _____

Name: Mark Oberman

Title: President

Date: 11-25-14

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14. **Settling Defendant:** KaiserAir, Inc. (Oakland, CA and Santa Rosa, CA)

Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Roby J. Guerra

Title: Senior Vice President

Address: KaiserAir, Inc.
P. O. Box 2626 - Airport Station
Oakland, California 94614

E-mail: rob.guerra@kaiserair.com

IT IS SO STIPULATED.

Signed:  _____

Name: Roby J. Guerra

Title: Senior Vice President

Date: 11/25/2014

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15. **Settling Defendant:** LancAir Corp. d/b/a San Diego Jet Center

Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Tom Ricotte

Title: President

Address: 1424 Continintel St

SAN Diego CA 92154

E-mail: _____

IT IS SO STIPULATED.

Signed: 

Name: Tom Ricotte

Title: President

Date: 12-1-14

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17. **Settling Defendant:** Loyd's Aviation

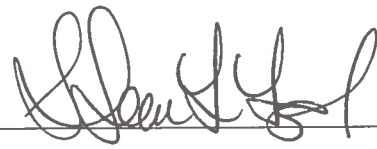
Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: STEVEN L. LOYD
Title: PRESIDENT
Address: 1601 SKYWAY Drive
BAKERSFIELD, CA. 93308
E-mail: sloyd@loydsaviation.com

IT IS SO STIPULATED.

Signed: 
Name: STEVEN L. LOYD
Title: PRESIDENT
Date: NOVEMBER 26, 2014

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18. **Settling Defendant:** Maguire Aviation Group, LLC

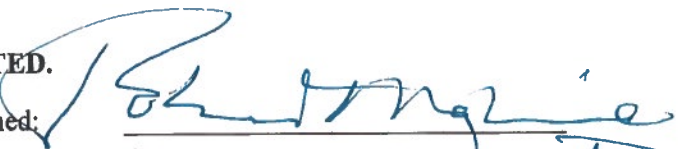
Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Jeffrey T. Bankowitz
Title: General Counsel - Flight Support
Address: 201 South Orange Avenue, Suite 1100
Orlando, Florida 32801
E-mail: jeff.bankowitz@bbaaviation.com

IT IS SO STIPULATED.

Signed: 
Name: Robert F. Maguire III
Title: President
Date: 12/8/14

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19. **Settling Defendant:** Napa Jet Center, Inc.

Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: MARK C. Willey
Title: Chief Executive Officer
Address: 2030 Airport Road
Napa, CA. 94558
E-mail: MARKW@NapaJetCenter.com

IT IS SO STIPULATED.

Signed: Mark C Willey
Name: MARK C. Willey
Title: Chief Executive Officer
Date: 11/30/14

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20. **Settling Defendant:** Pacific States Aviation Inc.

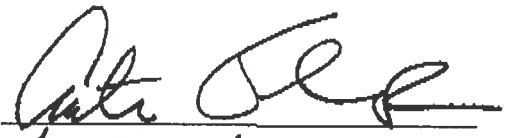
Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Arthur Thompson
Title: President
Address: 51 John Glenn Dr
Concord, CA 94520
E-mail: art@psa.aero

IT IS SO STIPULATED.

Signed: 
Name: Arthur Thompson
Title: President
Date: 12/08/2014

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21. **Settling Defendant:** Rossi Aircraft, Inc.

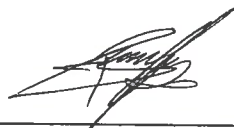
Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Alberto Rossi
Title: president
Address: 1903 Embarcadero Road
PALO ALTO, CA 94303
E-mail: ROSSI@IHOT.COM

IT IS SO STIPULATED.

Signed: 
Name: Alberto Rossi
Title: president
Date: 11/26/14

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22. **Settling Defendant:** Sacramento International Jet Center, Inc.

Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: REBECCA WATTS
Title: VICE PRESIDENT
Address: 6133 FREEPORT BLVD
SACRAMENTO, CA 95822
E-mail: becky.c.sacjet.com

IT IS SO STIPULATED.

Signed: Rebecca Watts
Name: REBECCA WATTS
Title: VICE PRESIDENT
Date: 11/26/2014

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23. **Settling Defendant:** Signature Flight Support Corporation


Airport Locations Identified in Complaint: 5


Settlement Payment Amount: \$35,148.10

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Jeffrey T. Bankowitz
Title: General Counsel – Flight Support
Address: 201 South Orange Avenue, Suite 1100
Orlando, Florida 32801
E-mail: jeff.bankowitz@bbaaviation.com

IT IS SO STIPULATED.

Signed: 
Name: Maria A. Sastre
Title: President
Date: ^{December}~~November 1~~, 2014

APPROVED AS TO FORM:
 25 Nov 2014
LEGAL DEPT.

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24. **Settling Defendant:** South Bay Aviation, Inc.

Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Richard Seals

Title: President

Address: 3481 Airport Drive, Suite 100

Torrance, CA 90505

E-mail: sealsr@ix.netcom.com

IT IS SO STIPULATED.

Signed: 

Name: Richard Seals

Title: President

Date: 12/1/14

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25. **Settling Defendant:** Sun Air Jets, LLC


Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Brian Council
Title: President & COO
Address: 855 Aviation Dr.
Camarillo, CA 93016
E-mail: bcouncil@sunairjets.com

IT IS SO STIPULATED.

Signed: 
Name: Adam Steiner
Title: General Counsel
Date: 12/8/14

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26. **Settling Defendant:** Van Nuys Skyways d/b/a Million Air Burbank


Airport Locations Identified in Complaint: 1

Settlement Payment Amount: \$7,029.62

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: HAROLD B. LEE
Title: CFO
Address: 2800 N. CLYBOURN AVE
BURBANK, CA 91505
E-mail: HLEE.MILLONAIR@gmail.com

IT IS SO STIPULATED.

Signed: 
Name: HAROLD B LEE
Title: CFO
Date: 11-25-2014

1 **II. Distributor Settling Defendants**


2 1. **Settling Defendant:** Air Petro Corporation and World Fuel Services Corporation,
3 jointly and severally

4 **Settlement Payment Amount:** \$82,831

5 **Person(s) to Receive Notice Pursuant to Section 7.2:**

6 Name: Robert Alexander Lake
7 Title: SVP - General Counsel
8 Address: 9800 N.W. 41 St
9 Miami, FL 33178
10 E-mail: ALAKE@WFS Corp. com
11

12 **IT IS SO STIPULATED.**

13 Signed: 
14 Name: Robert Alexander Lake
15 Title: SVP - General Counsel
16 Date: 12/4/2014
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2. **Settling Defendant:** Avfuel Corporation

Settlement Payment Amount: \$82,831

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Craig Sincock
Title: President
Address: Avfuel Corporation
47 W. Ellsworth Road
Ann Arbor, MI 48108

Name: Bruce Nye
Adams | Nye | Becht LLP
Attorneys for Avfuel Corporation
222 Kearny Street, Suite 700
San Francisco, CA 94108

IT IS SO STIPULATED.

Signed: 

Name: Craig Sincock

Title: President

Date: 12-1-14

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3. **Settling Defendant:** Eastern Aviation Fuels, Inc.

Settlement Payment Amount: \$62,500

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Robert L. Stallings, IV
Title: President
Address: 601 McCarthy Blvd.
New Bern, NC 28562
E-mail: rstallings

IT IS SO STIPULATED.

Signed: 
Name: Robert L. Stallings, IV
Title: President
Date: 11-25-14

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4. Settling Defendant: Downstream Aviation, LP

Settlement Payment Amount: \$82,831

Person(s) to Receive Notice Pursuant to Section 7.2:

Name: Richard F. Dahlson
Title: Attorney
Address: Jackson Walker, 901 Main St.,
Suite 600, Dallas, TX 75202
E-mail: rdahlson@jw.com

IT IS SO STIPULATED.

Signed: 
Name: William S. Conley
Title: CEO
Date: 11/26/2014

1 **EXHIBIT B**

2 **Notice of Intent To Opt-In to Proposition 65 Consent Judgment**

3 Mark Todzo
4 Lexington Law Group
5 503 Divisadero Street
6 San Francisco, CA 94117

7 Please take notice that the undersigned company desires to become an Opt-In Settling
8 Defendant pursuant to the Consent Judgment approved by the Court on [INSERT DATE OF
9 ENTRY OF CJ] in *Center for Environmental Health v. Aerodynamic Aviation, Inc., et al.*, Alameda
10 County Superior Court No. RG-11-600721. A copy of the Consent Judgment may be found at the
11 Court’s web site at <http://apps.alameda.courts.ca.gov/domainweb/html/index.html>.

12 The undersigned company understands that, in order to participate in the settlement, it must
13 return:

- 14 (1) this signed Notice of Intent form;
- 15 (2) the attached Exhibit 1;
- 16 (3) the signed signature page to be inserted into the Consent Judgment;
- 17 (4) the payment required under Section 5 of the Consent Judgment;
- 18 (5) to the extent it has not already been served with a Notice of Violation from the
19 Center for Environmental Health (“CEH”) alleging exposures to lead in Avgas, the
20 certification attached hereto as Exhibit 2; and
- 21 (6) for FBOs, a map showing the location of the signs required by Section 2.1.1(b) of the
22 Consent Judgment, which will be subject to further review and agreement by CEH.

23 All of these documents and the required payment must be received by counsel for CEH at the
24 address listed above **on or before [INSERT DATE 90 DAYS AFTER ENTRY OF CJ]**.

25 If our company has not already been named as a defendant in the pending action, we
26 understand that the complaint will be amended to add our company as a defendant after receipt of
27 the attached settlement documents and after expiration of any 60-day notice period (provided that
28 no public enforcer has commenced and is diligently prosecuting an action regarding the violation).

1 The undersigned represents that as of the date of execution of this Notice of Intent to Opt-In,
2 it has not received a 60-Day Notice of Violation of Proposition 65 regarding Avgas from an entity
3 other than CEH that predates a 60-Day Notice of Violation of Proposition 65 regarding Avgas.

4 **Please fill out the attached forms completely.** Failure to do so could lead to your
5 company being excluded from the Consent Judgment. The information on the attached form will be
6 added to Exhibit A of the Consent Judgment, along with the attached signature page, and a final,
7 fully executed copy will be circulated. **The attached, completed forms and required payment**
8 **must be received by [INSERT DATE 90 DAYS AFTER ENTRY OF CJ].**

9 I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND
10 THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON
11 BEHALF OF THE COMPANY LISTED BELOW.

12
13 _____
14 Company Name

15 _____
16 Signature

17
18 _____
19 Printed Name

20 _____
21 Title

Exhibit 1
Opt-In Settling Defendants, Payments and Notice Recipients

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3 1. Opt-In Settling Defendant

4 _____
5 Type or print exact corporate name of Opt-In Settling Defendant

6 2. Type of Opt-In Settling Defendant (check one):

7 ___ FBO Opt-In Settling Defendant

8 ___ Distributor Opt-In Settling Defendant

9
10 3. Opt-In Settling Defendant's Settlement Payments:

11 Total Settlement Payment of \$_____, to be allocated as between the
12 following:

13 Civil Penalty: \$_____

14 Attorneys' Fees and Costs: \$_____

15 4. Name and Contact Information of Person To Receive Notice:

16 Pursuant to Section 7.2 and Exhibit A of the Consent Judgment, the following persons should
17 receive any notices to Opt-In Settling Defendant required under the Consent Judgment:

18 _____
19 Name

20 _____
21 Address

22 _____
23 Email address

24 [Optional Second Contact]

25 _____
26 Name

27 _____
28 Address

Email address

Exhibit 2
Certification

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3 1. I am the _____ (title) of _____ (the
4 “Company”), and I am authorized to certify on behalf of the Company. The facts stated herein
5 are, to the best of my knowledge and belief, true and accurate.

6 2. At various times during the one-year period prior to the execution of this
7 Certification (the “Relevant Period”), the Company has employed ten (10) or more employees.

8 4. During the Relevant Period, the Company distributed or offered for sale in
9 California Avgas that contained lead.

10 5. No clear and reasonable Proposition 65 warning was provided for the Avgas
11 distributed or offered for sale by the Company.

12 6. The Company further certifies that as of the date it executes this Certification: (a) no
13 public enforcer is diligently prosecuting an action related to lead in the Avgas that it distributed or
14 offered for sale; and (b) it does not have a pending 60-Day Notice of Violation of Proposition 65 as
15 to lead in Avgas that it distributed or offered for sale from any other person or entity. “Pending” in
16 the prior sentence means that such 60-Day Notice has not been withdrawn, resolved by judgment or
17 resolved by settlement agreement.

18 7. The Company understands that this Certification: (a) is being provided to the Center
19 for Environmental Health (“CEH”) pursuant to Evidence Code § 1152 to form the basis for a
20 Certificate of Merit to support a 60-Day Notice of Intent to Sue pursuant to Proposition 65, (b) will
21 not be used by CEH for any other purpose; and (c) will not be shared by CEH with any person other
22 than as required by law.

23 Executed this _____ day of _____, 2014.

24
25 _____
Signature

26 _____
Printed Name

27 _____
Title

EXHIBIT C

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Dated: _____, 2014	_____ Defendant Name _____ Signature _____ Printed Name
--------------------	--

Exhibit D

BOB HOPE AIRPORT

Atlantic Aviation Corporation
Atlantic Aviation FBO, Inc.
Van Nuys Skyways d/b/a Million Air Burbank



Google earth





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BRACKETT FIELD

American Airports Corporation



Google earth





Google earth



BROWN FIELD MUNICIPAL AIRPORT

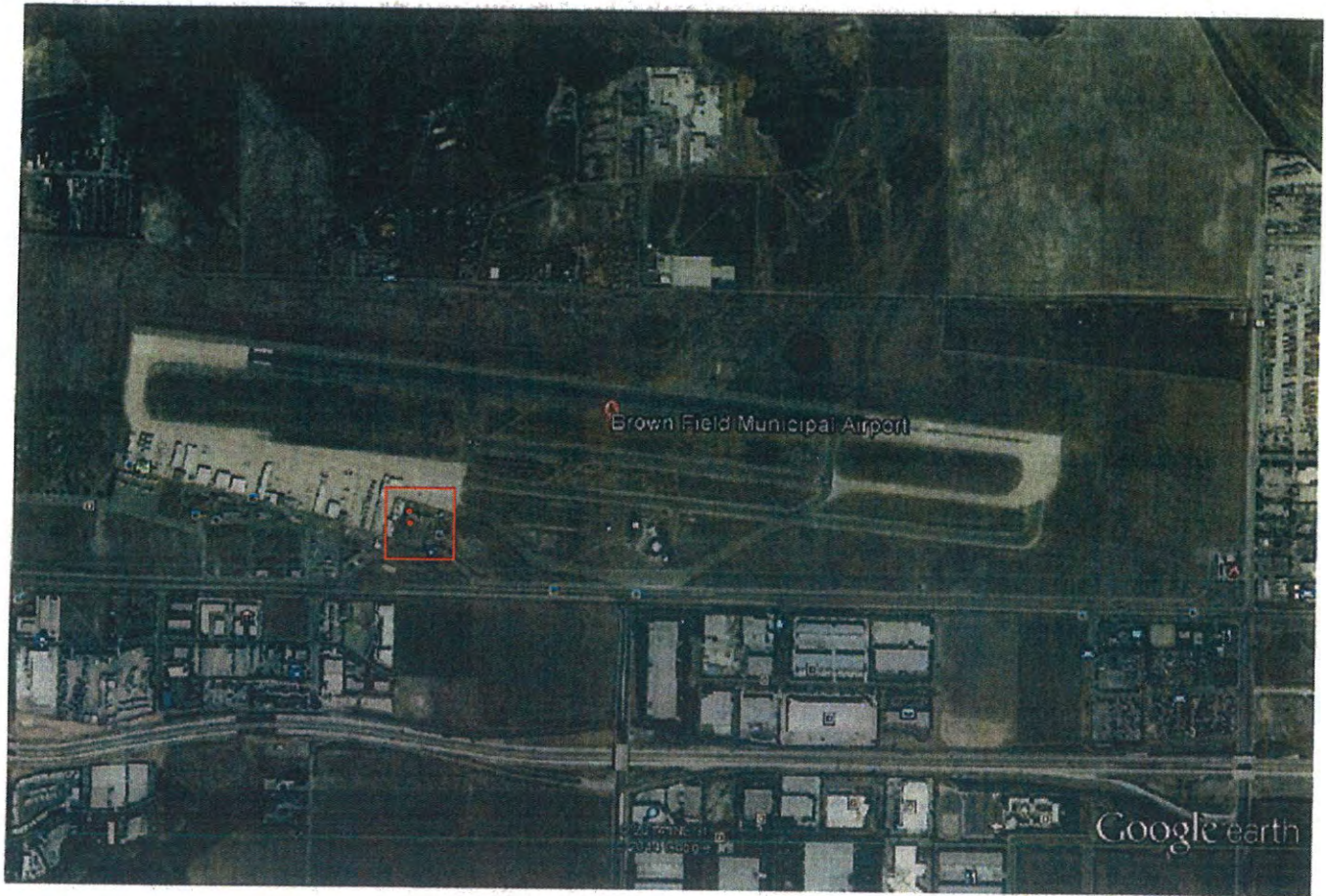
LancAir Corp. d/b/a San Diego Jet Center



Google earth

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Google earth



Google

MAN GATE / Front Office
Door

To see all the details that are visible on the screen, use the "Print" link next to the map.



At Man Gate
~~REAR office door~~

Google Maps - Windows Internet Explorer

Address bar: <https://maps.google.com/maps/ll=32.73466&gl=3300-7>

Search: 3300 Terminal link rd

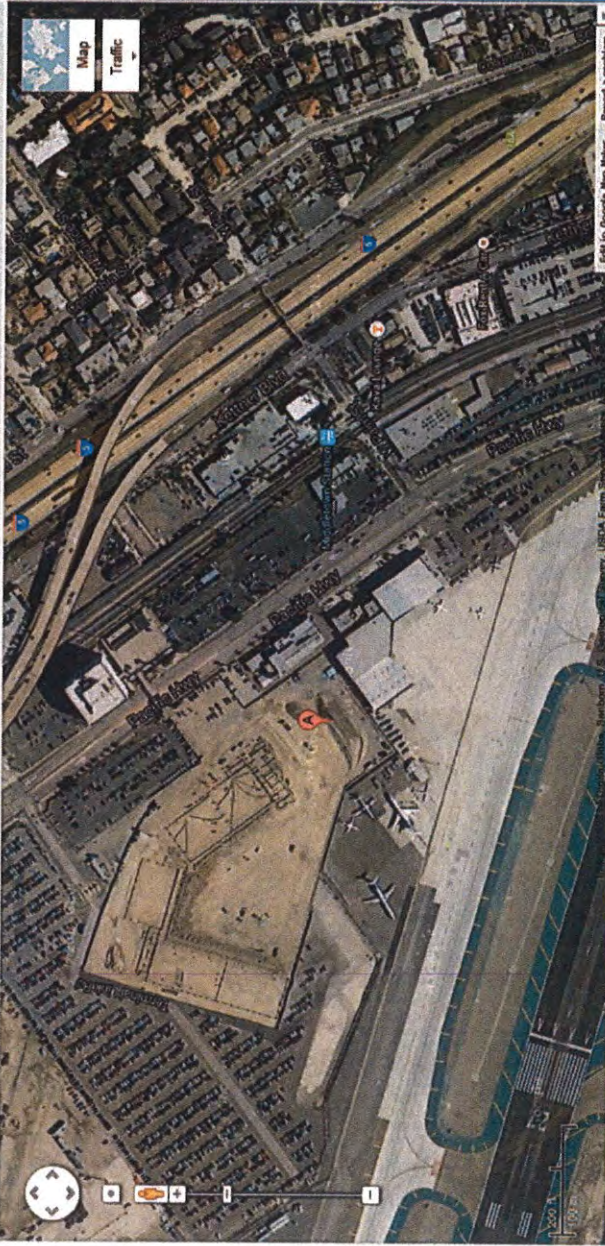
Navigation: Back, Forward, Home, Stop, Refresh, Print, Full Screen, Settings, Sign out

Google logo: 3300 Terminal link rd

Map view: Satellite

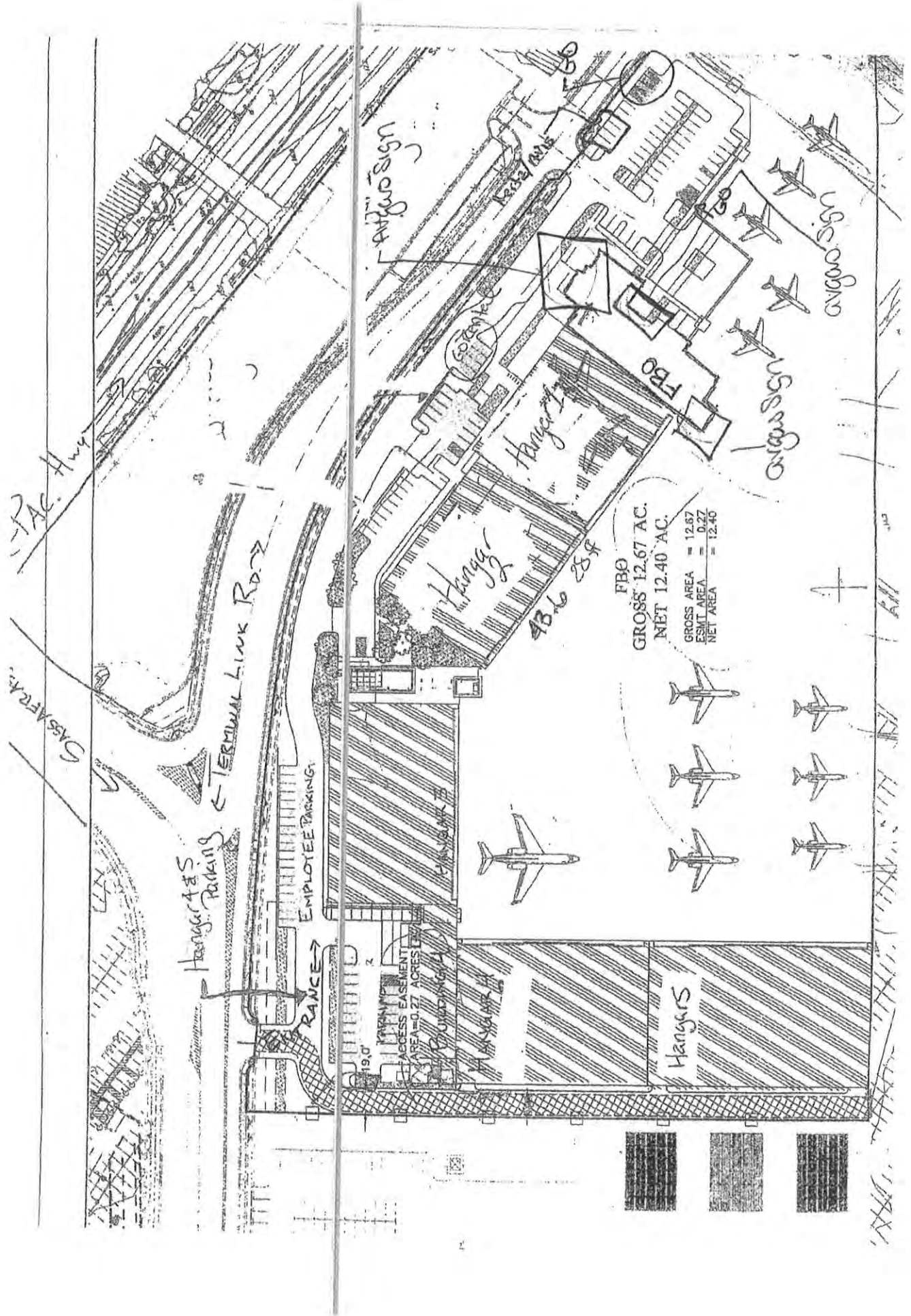
Information panel:

- Get directions
- My places
- Landmark Aviation
- 3300 Terminal Link Rd, San Diego, CA
- (619) 258-7704 - landmarkaviation.com
- 1 review
- Directions Search nearby more
- Report a problem - Maps Labs - Help
- Google Maps - 80014 Google - Terms of Use - Privacy



Map controls: Street View pegman, Street View icon, Map icon, Traffic icon, Scale bar, Compass, Street View icon

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 NET 12.40 AC.
 GROSS AREA = 12.67
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 NET AREA = 12.40

Hangar 4 ES
 Parking

← Terminal Link Road

EMPLOYEE PARKING

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Hangar 1

Hangar 2

Hangar 3

Hangars

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BUCHANAN FIELD

Pacific States Aviation Inc.



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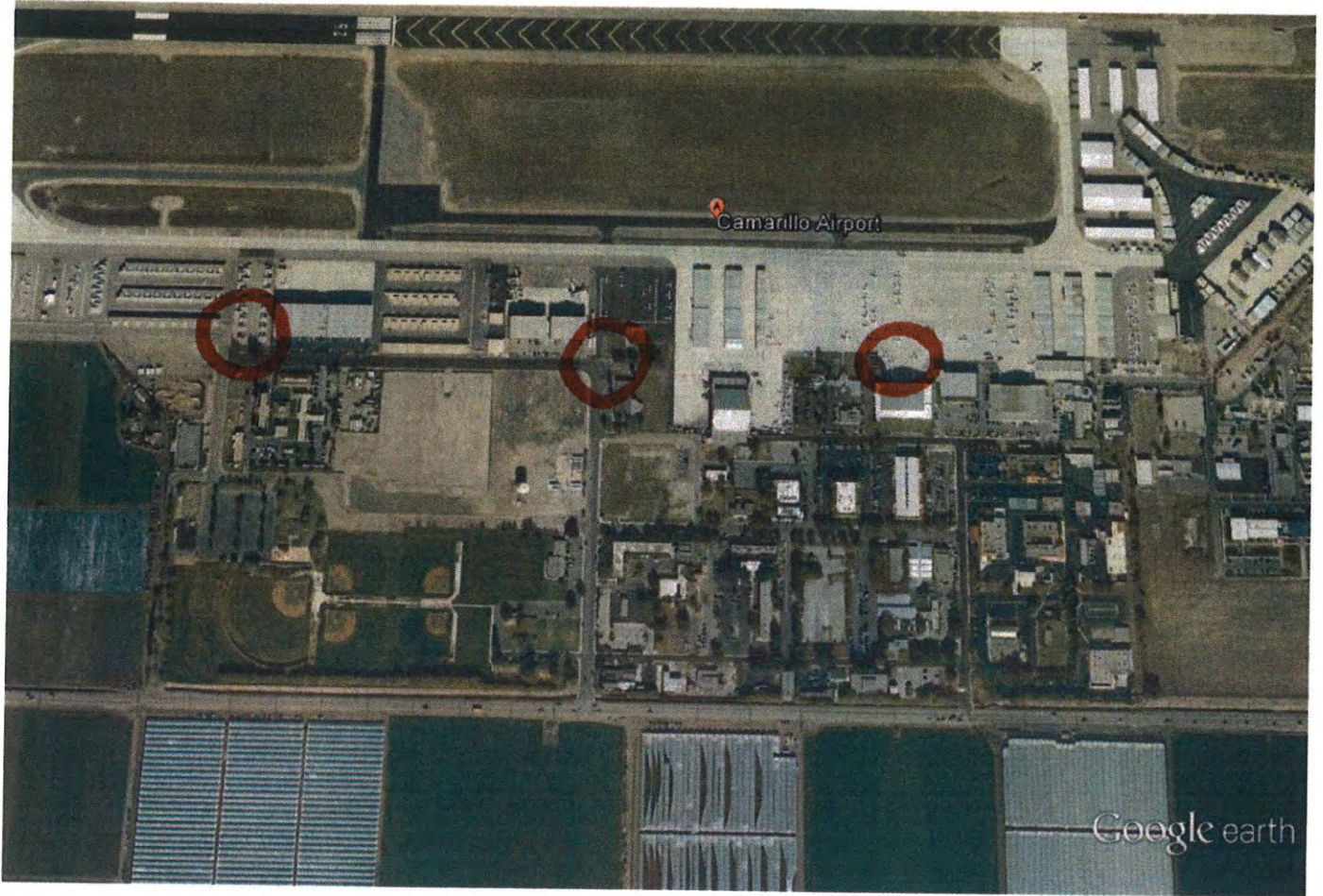
CAMARILLO AIRPORT

Channel Islands Aviation, Inc.
Sun Air Jet, LLC



Google earth





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CHINO AIRPORT

Encore Jet Center, LLC
Threshold Technologies, Inc.



Google earth



EL MONTE AIRPORT

American Airports Corporation



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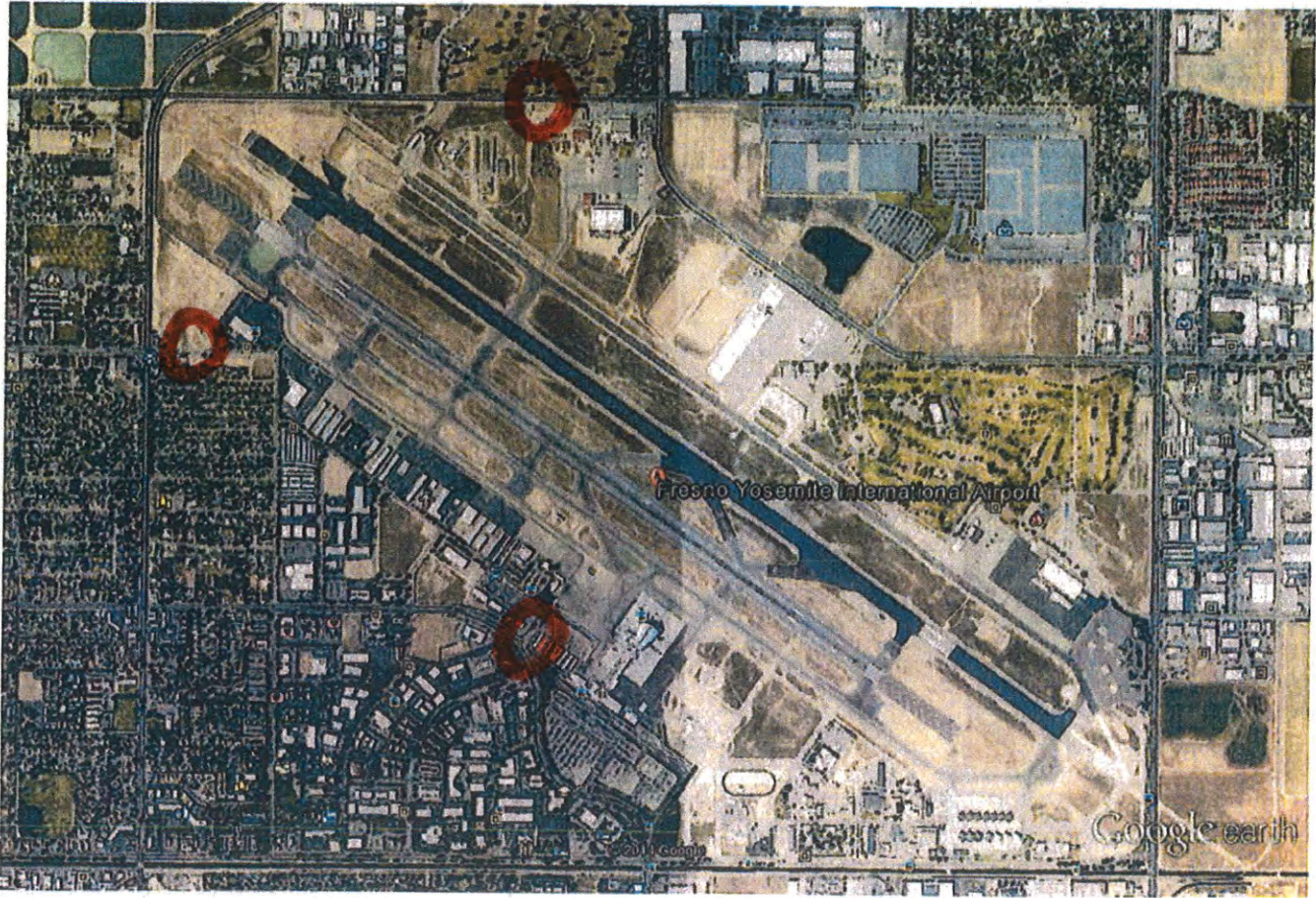
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INTERNATIONAL AIRPORT**

Signature Flight Support Corporation



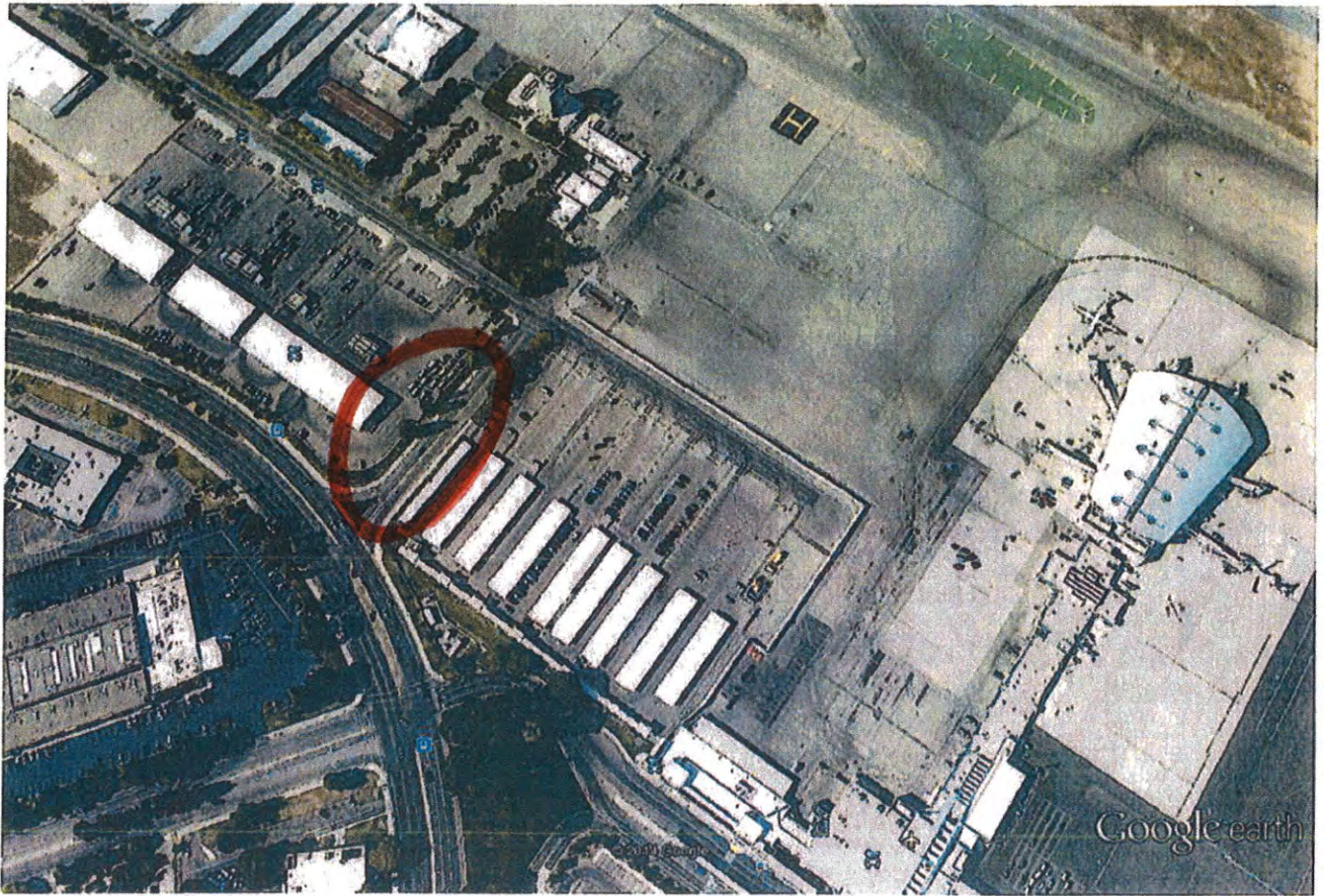
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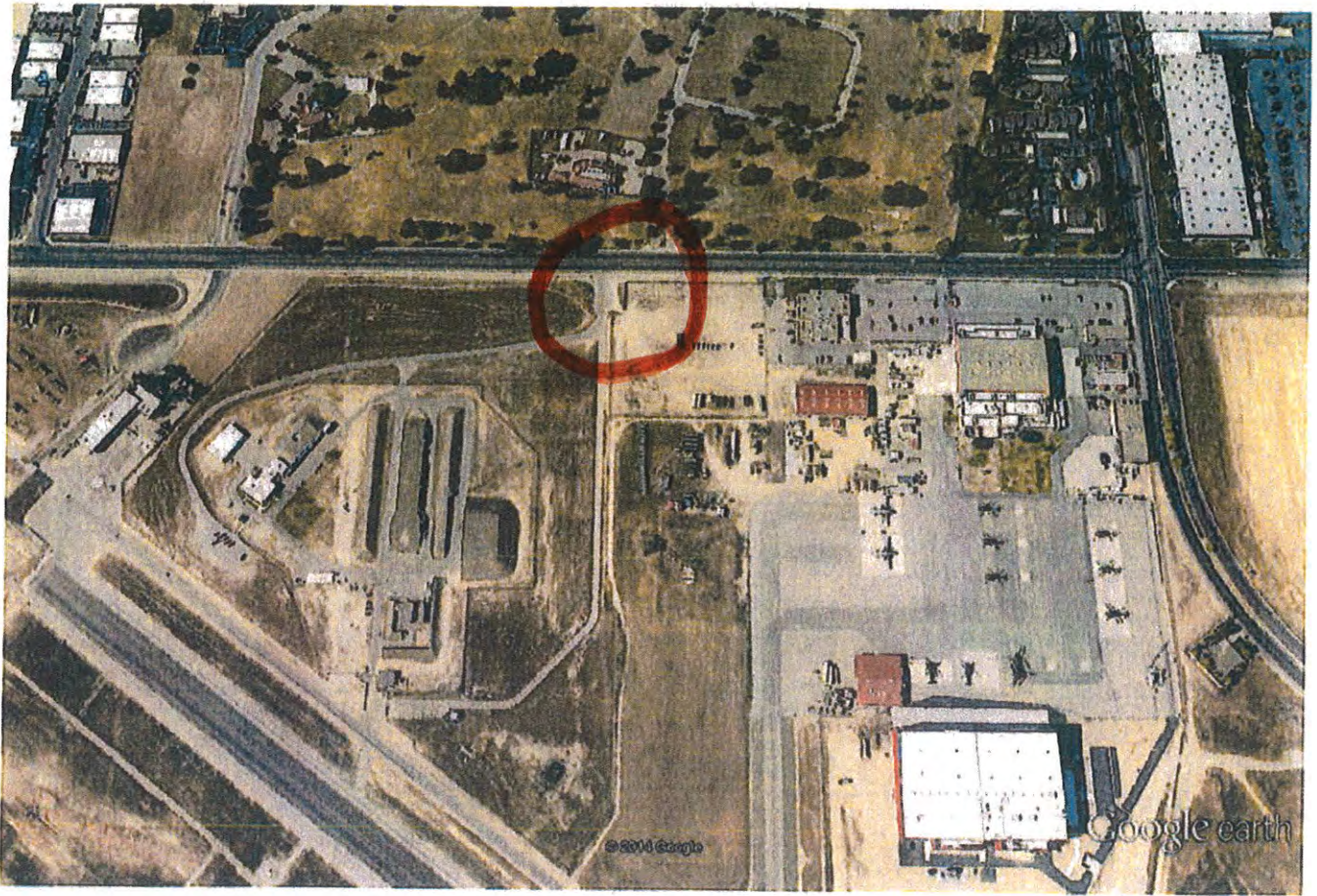
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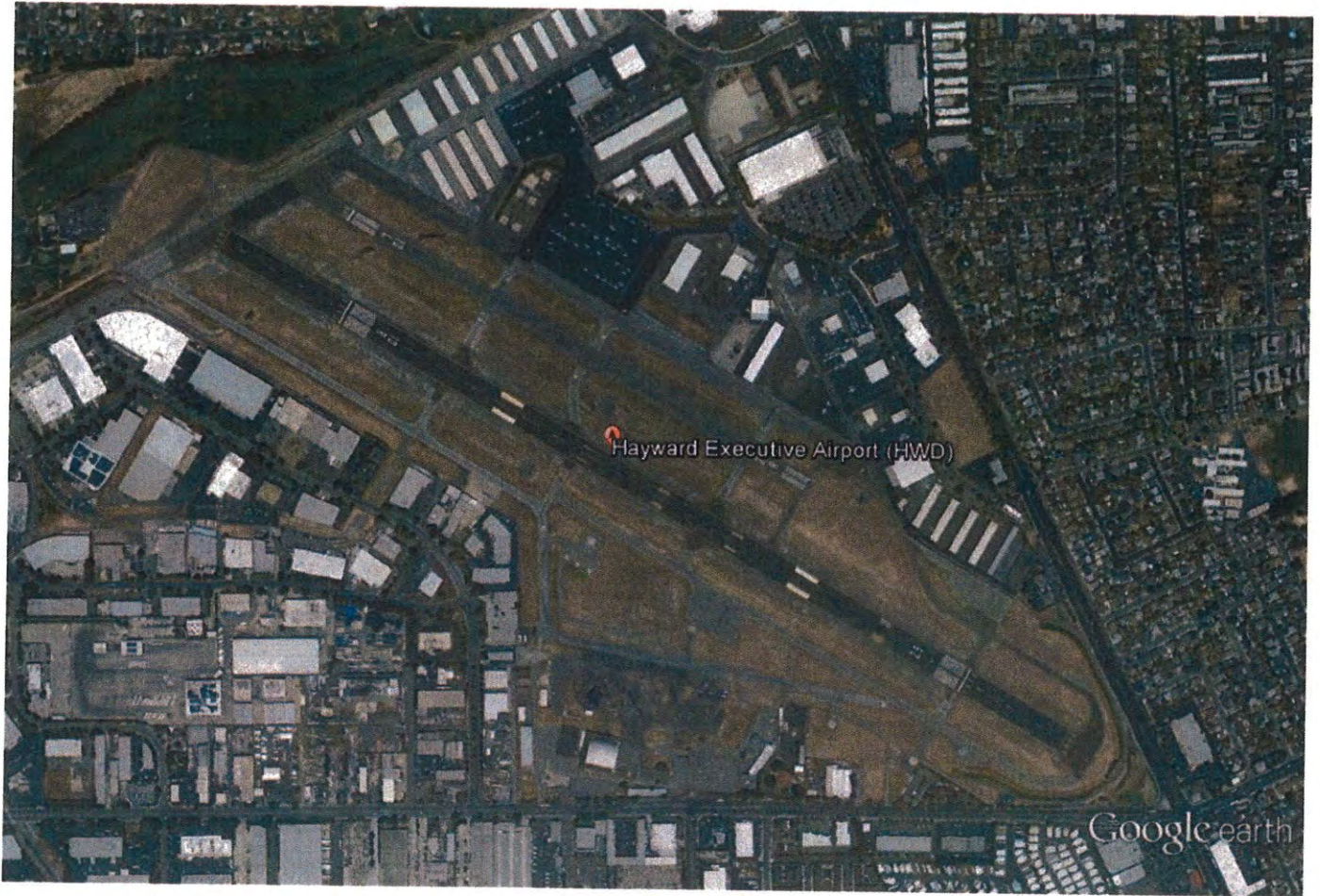


Google earth



HAYWARD EXECUTIVE AIRPORT

Airport Property Partners LLC d/b/a APP Jet Center



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JOHN WAYNE AIRPORT

Atlantic Aviation Corp.
Atlantic Aviation FBO, Inc.
Signature Flight Support Corporation



Google earth





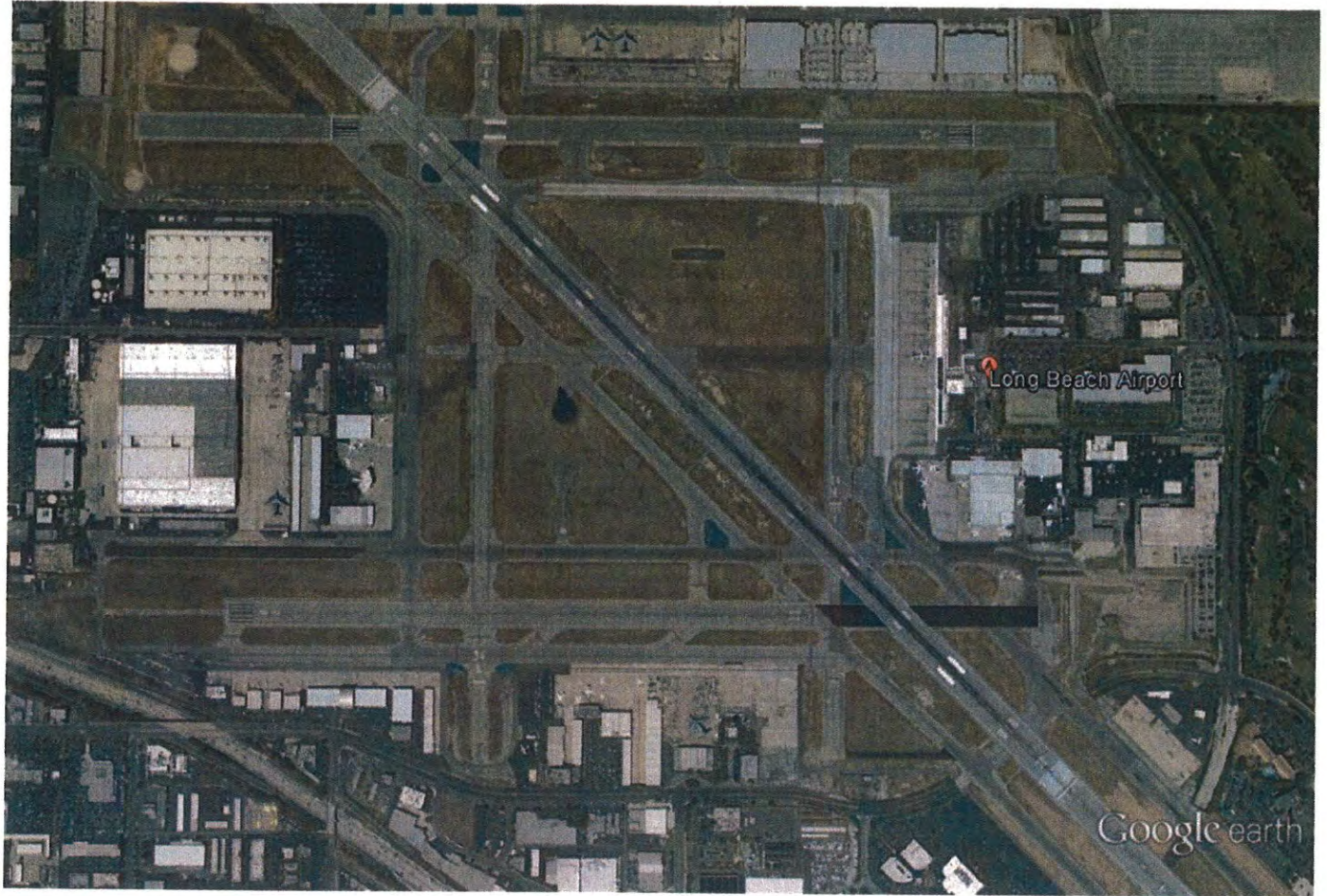
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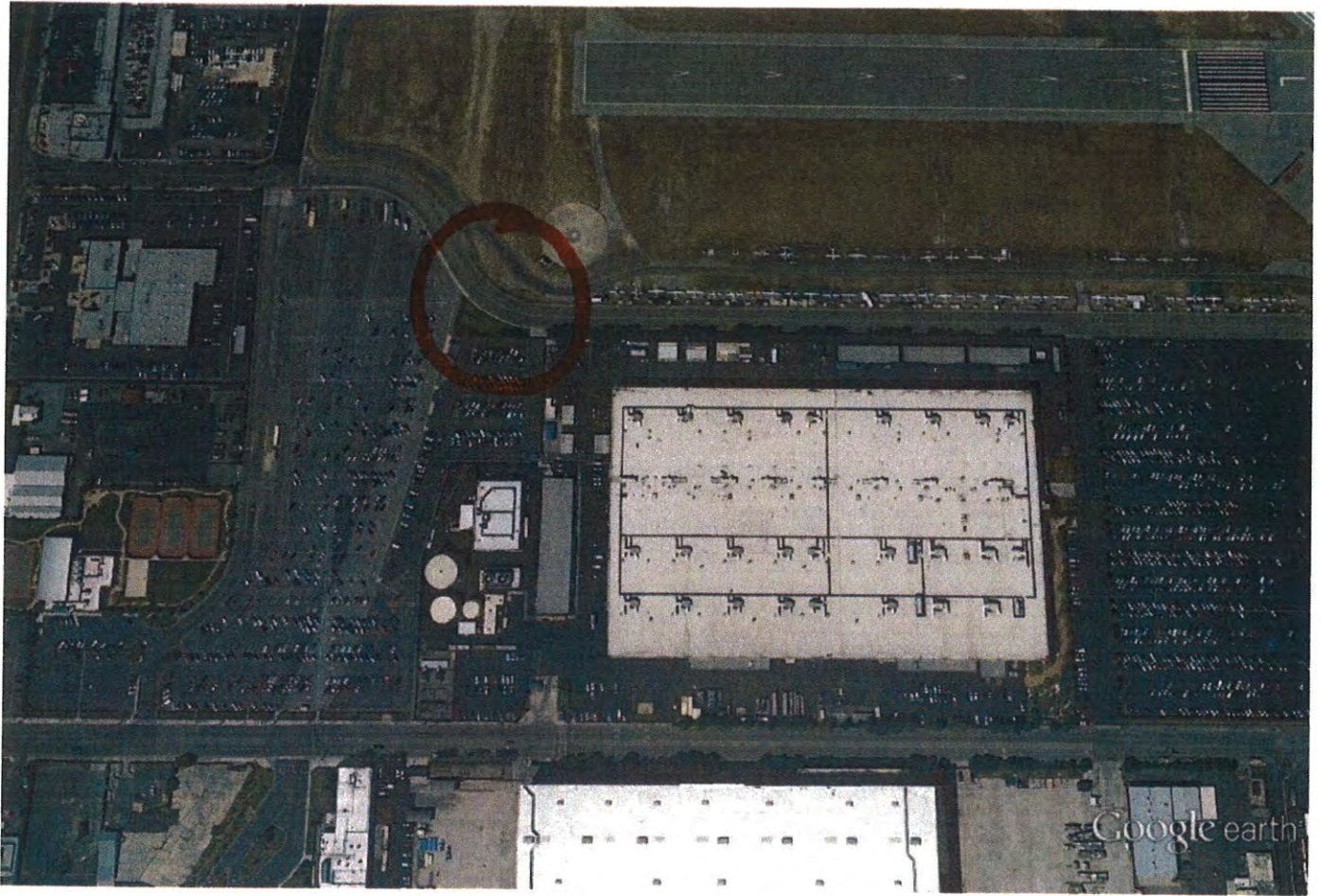
**LONG BEACH AIRPORT
(DAUGHERTY FIELD)**

AirFlite, Inc.
Air Rutter International LLC
JetFlite International
Signature Flight Support Corporation



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Google earth

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MEADOWS FIELD AIRPORT

Atlantic Aviation Corp.
Atlantic Aviation FBO, Inc.
Loyd's Aviation

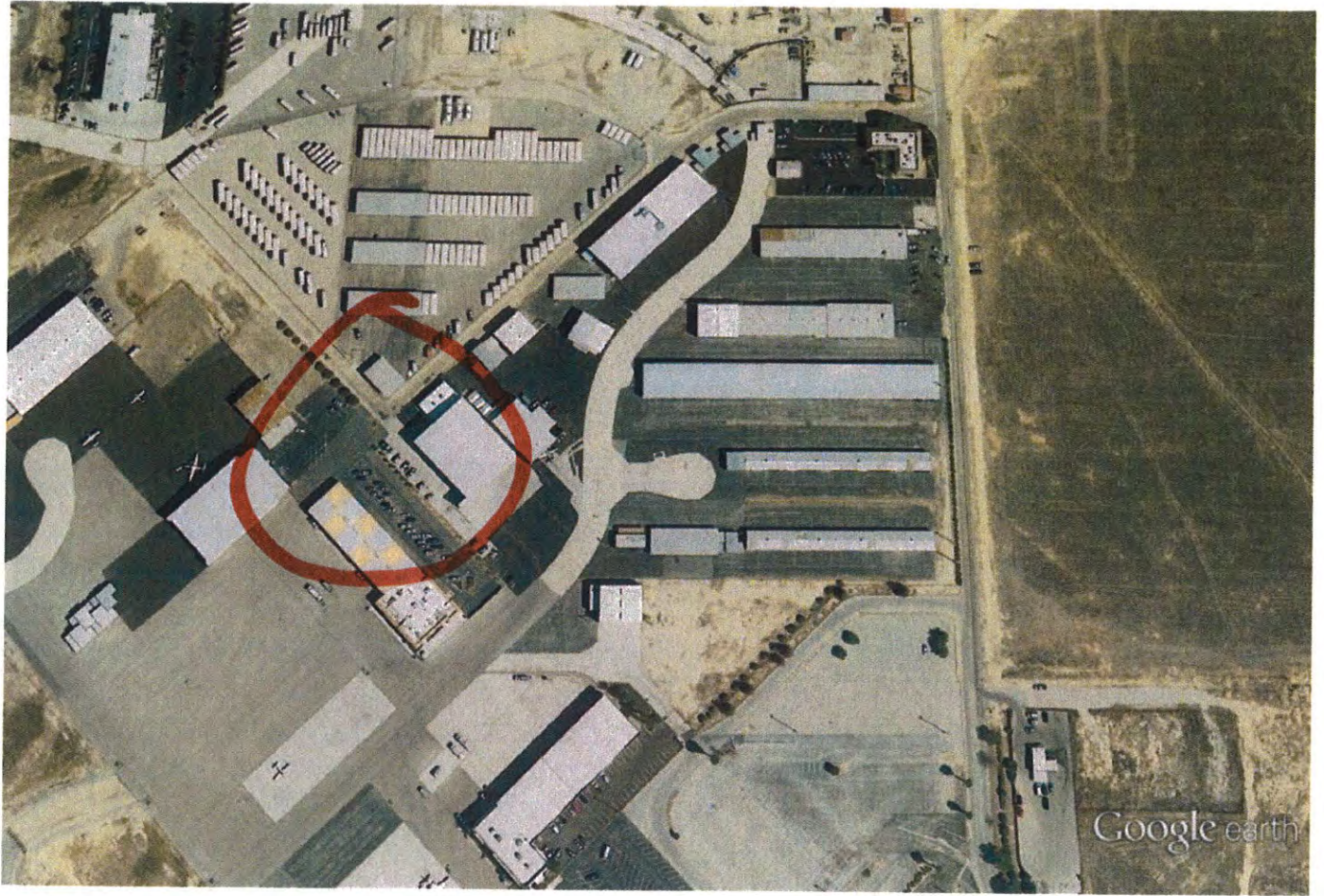
Meadows Field Airport

Signs only at FBO; not at entrance,
per airport director



Google earth

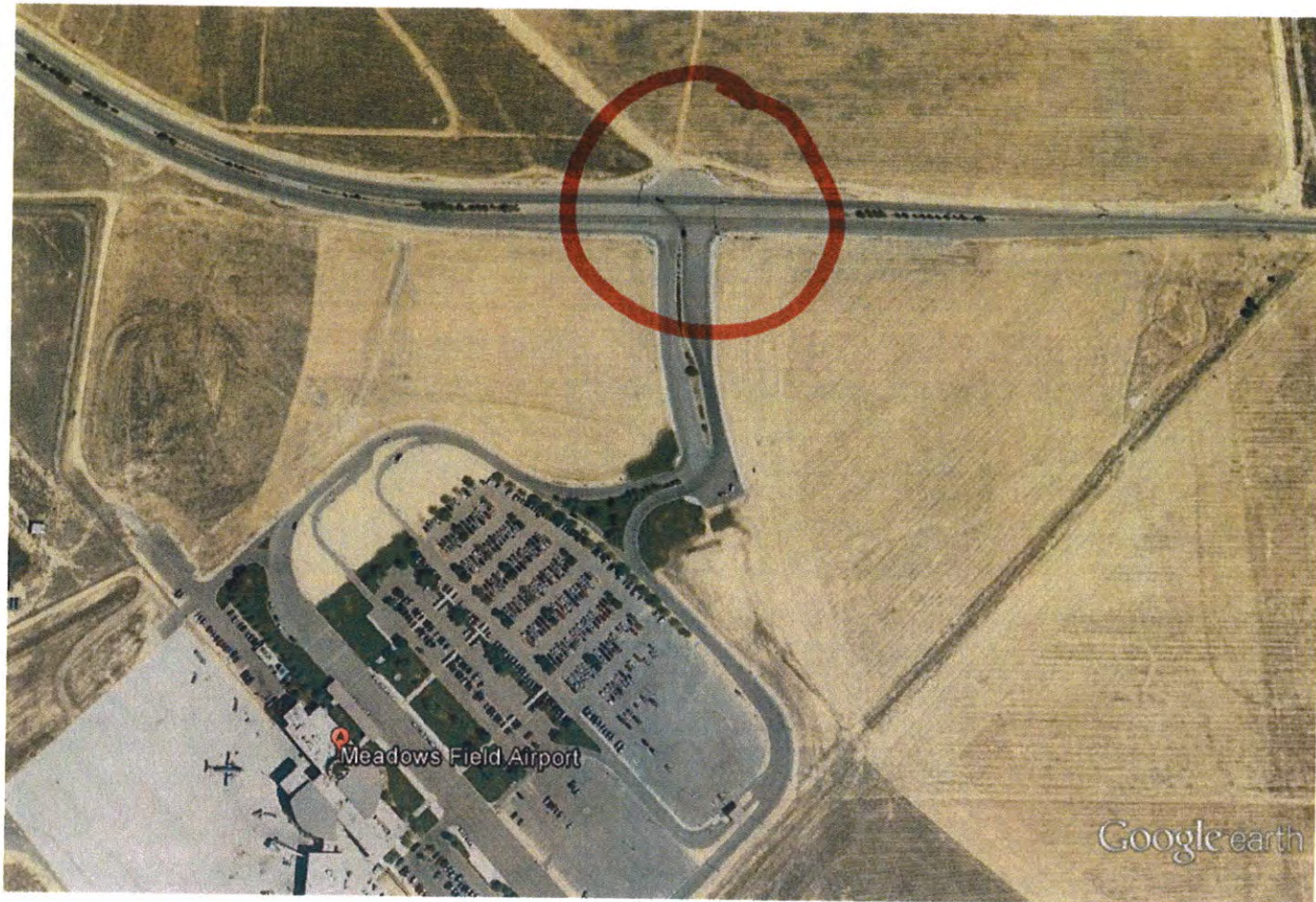




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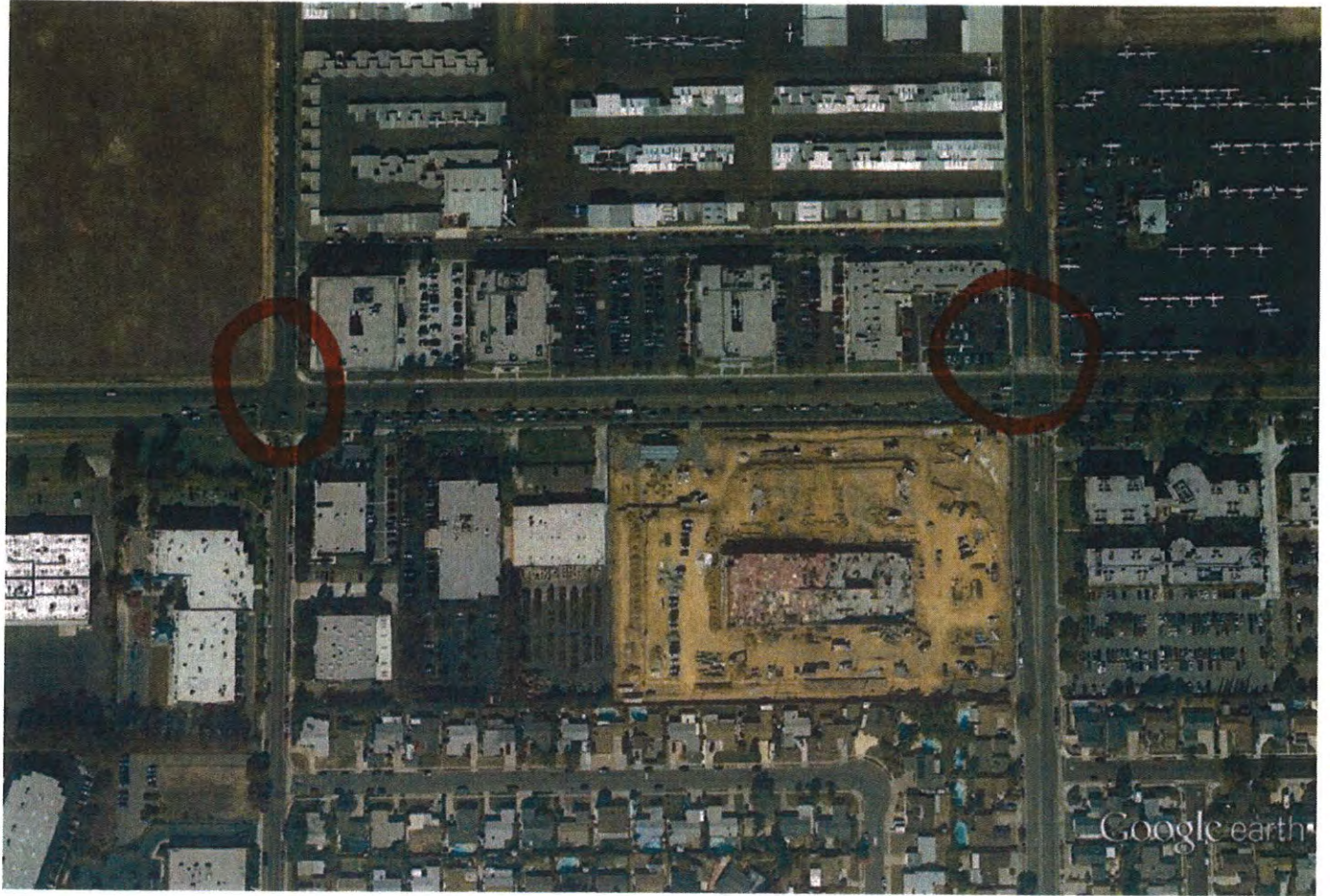
MONTGOMERY FIELD

Air 88, Inc. d/b/a CrownAir Aviation
CrownAir Holdings, Inc.



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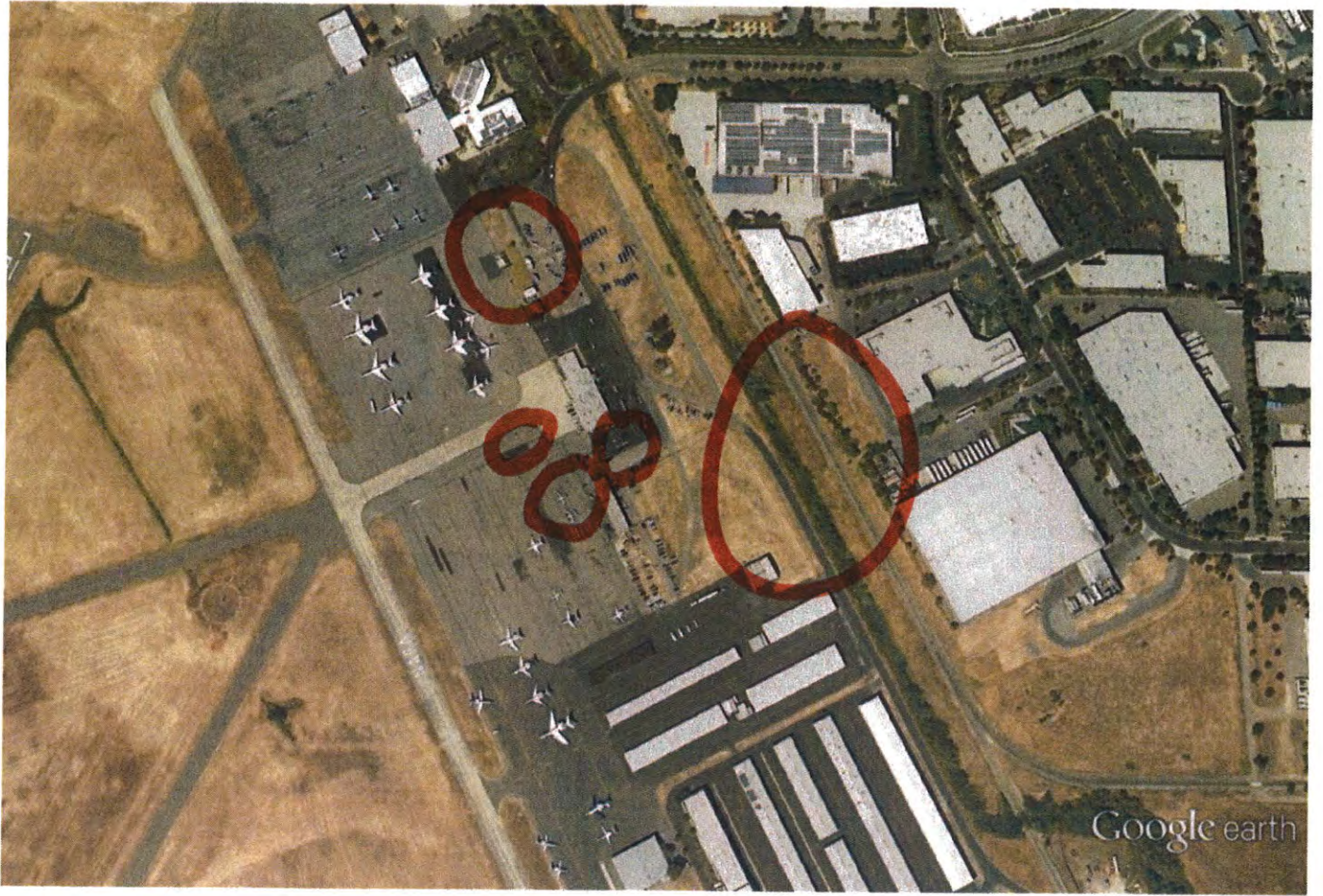
NAPA COUNTY AIRPORT

Napa Jet Center, Inc.



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OAKLAND INTERNATIONAL AIRPORT

Business Jet Center Oakland, LP
KaiserAir, Inc.



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Google earth

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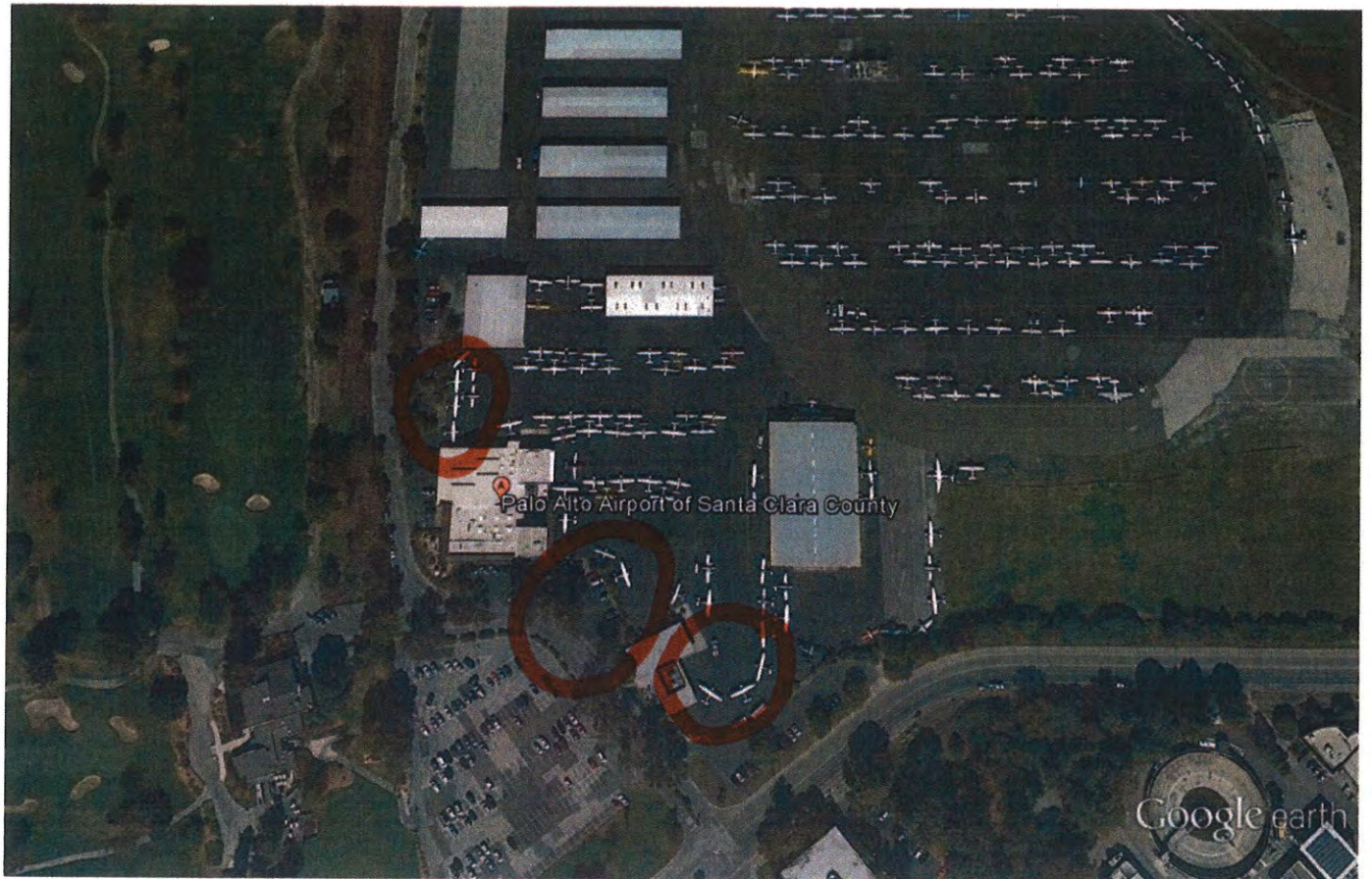
PALO ALTO AIRPORT

Rossi Aircraft, Inc.



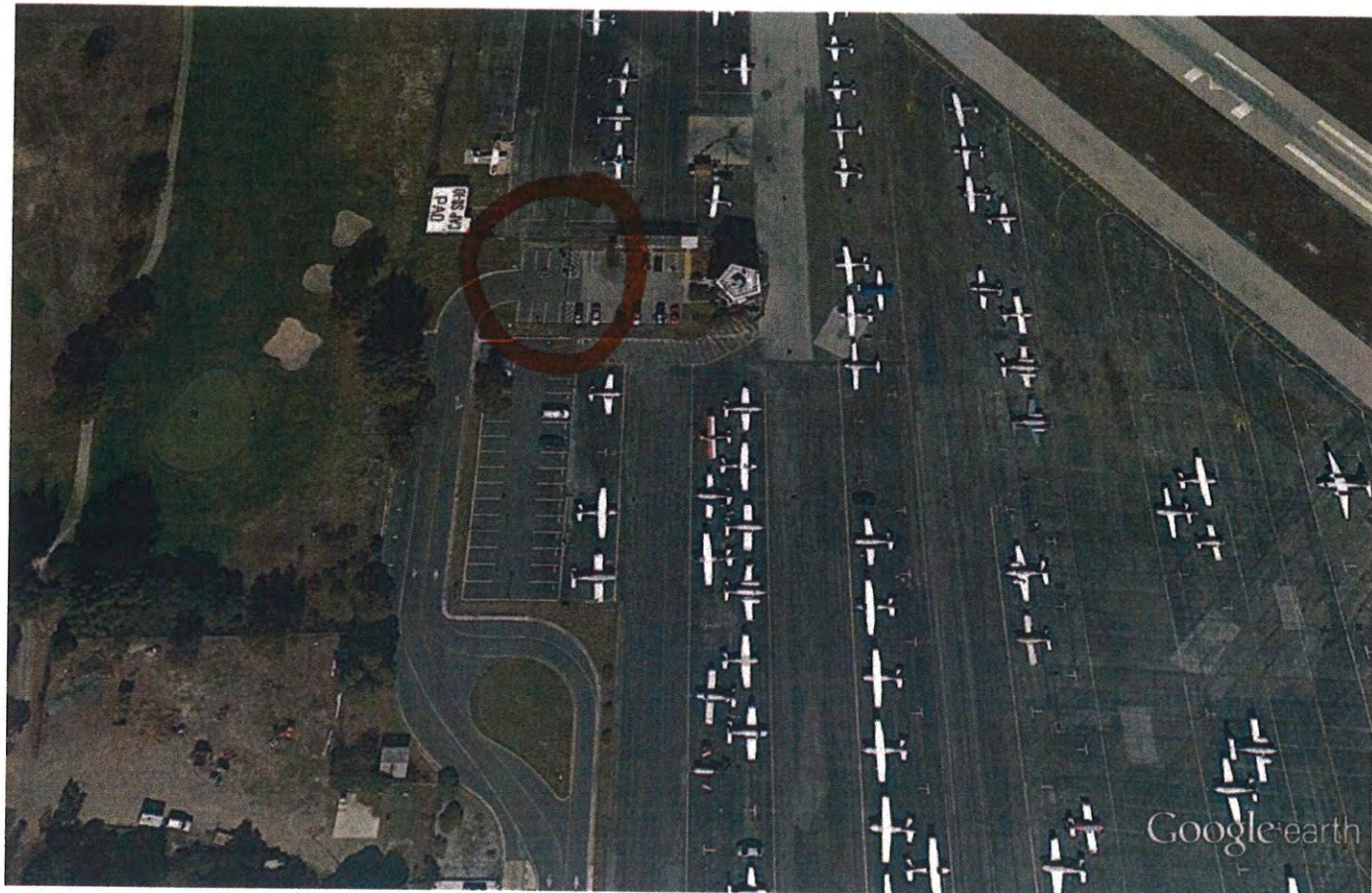
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REID-HILLVIEW AIRPORT

AeroDynamic Aviation
Amelia Reid Aviation, LLC
California in Nice, Inc. d/b/a Nice Air



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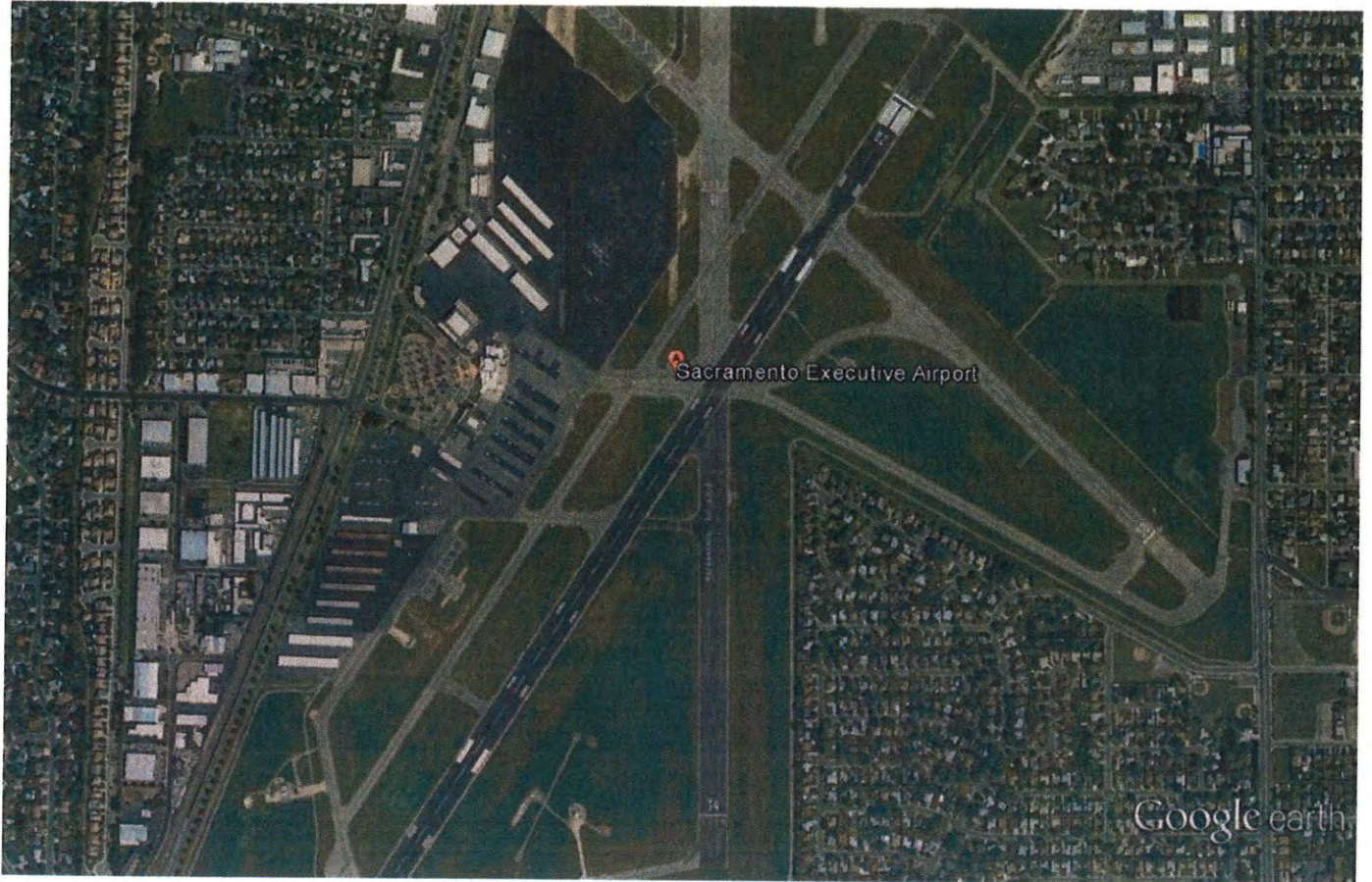


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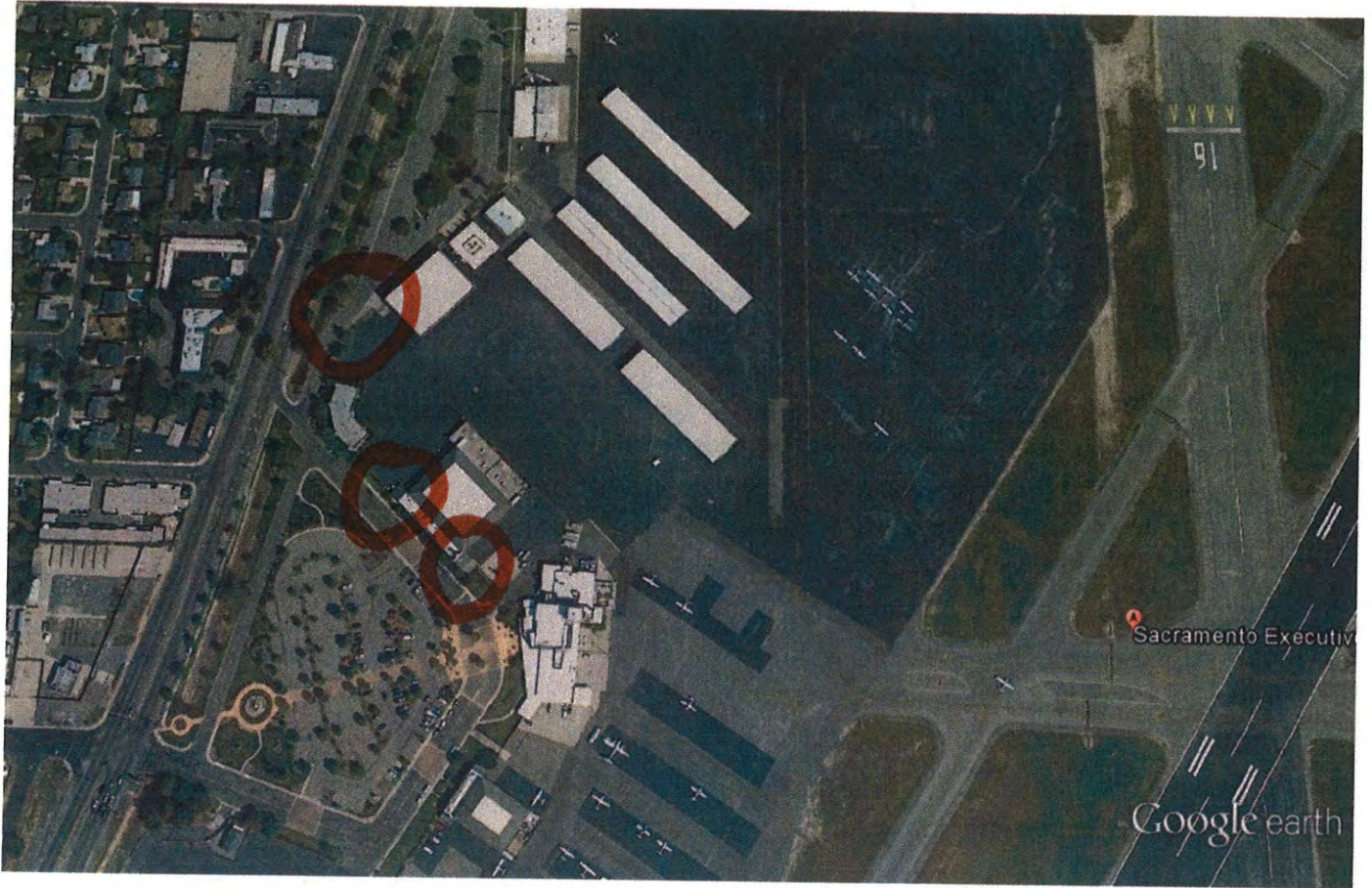
SACRAMENTO EXECUTIVE AIRPORT

Sacramento International Jet Center, Inc.



Google earth





Google earth



**SAN LUIS OBISPO COUNTY
REGIONAL AIRPORT**

Aviation Consultants, Inc. d/b/a San Luis Jet Center



Google earth

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**SANTA BARBARA
MUNICIPAL AIRPORT**

Atlantic Aviation Corporation
Atlantic Aviation FBO, Inc.
Signature Flight Support Corporation



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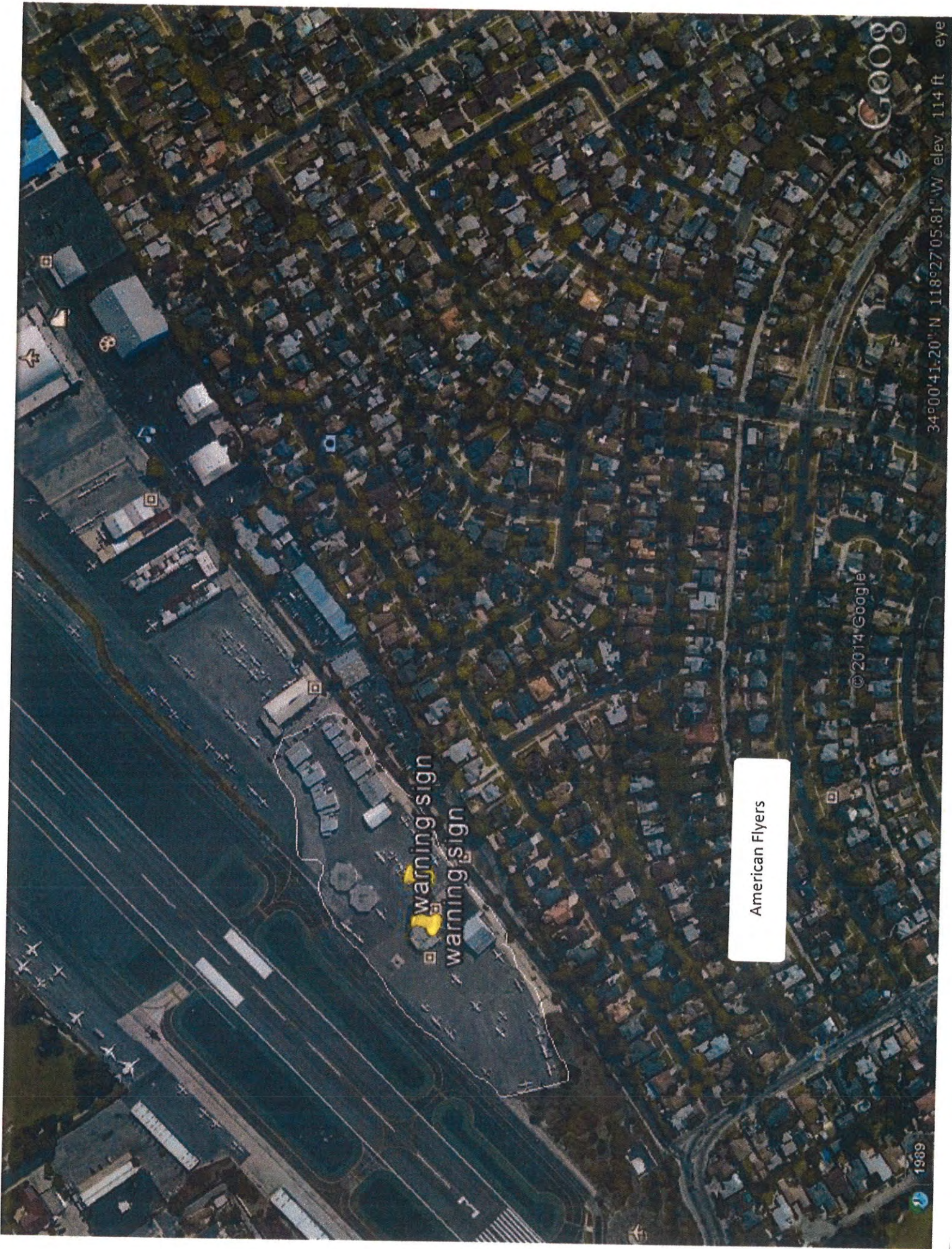
**SANTA MONICA
MUNICIPAL AIRPORT**

Ameriflyers of California
Atlantic Aviation Corporation
Atlantic Aviation FBO, Inc.
Atlantic Aviation of Santa Monica, LP



Google earth





warning sign
warning sign

American Flyers

© 2014 Google

GOOG

34°00'41.20" N 118°27'05.81" W elev 114 ft eye

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Google earth



Atlantic Aviation

VAN NUYS AIRPORT

Castle & Cooke Aviation Services, Inc.
Maguire Aviation Group, LLC
Signature Flight Support Corporation



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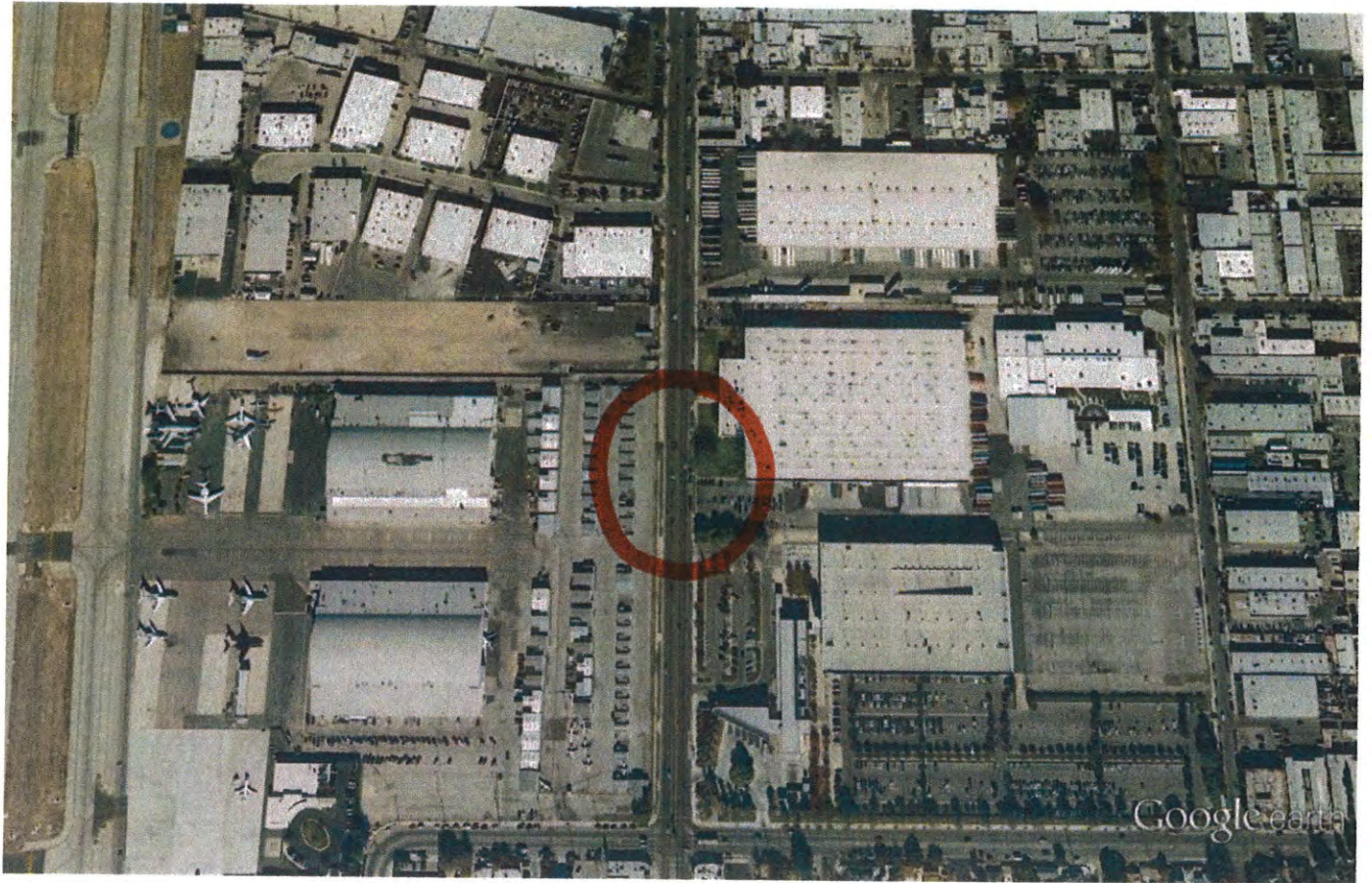




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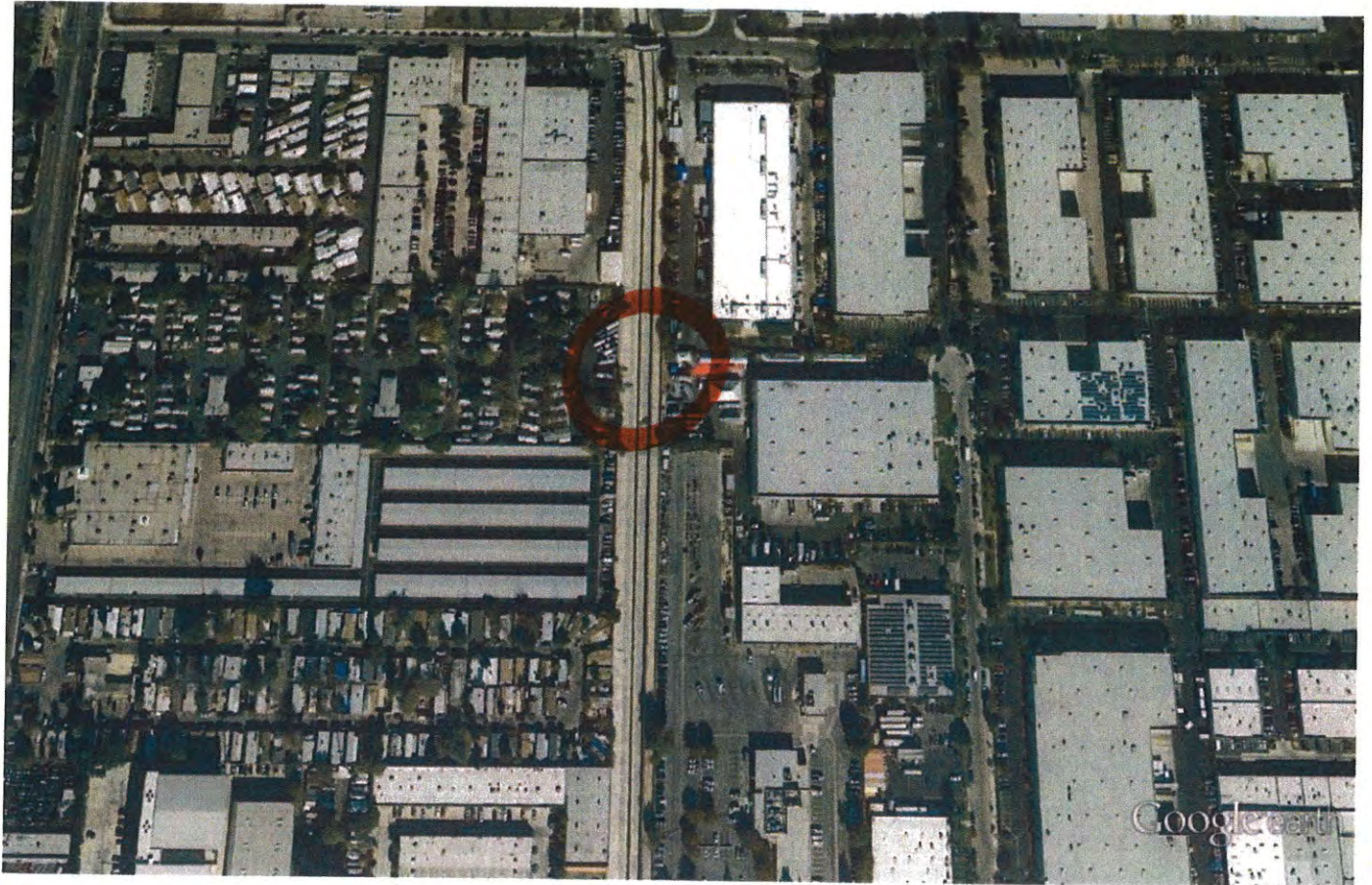




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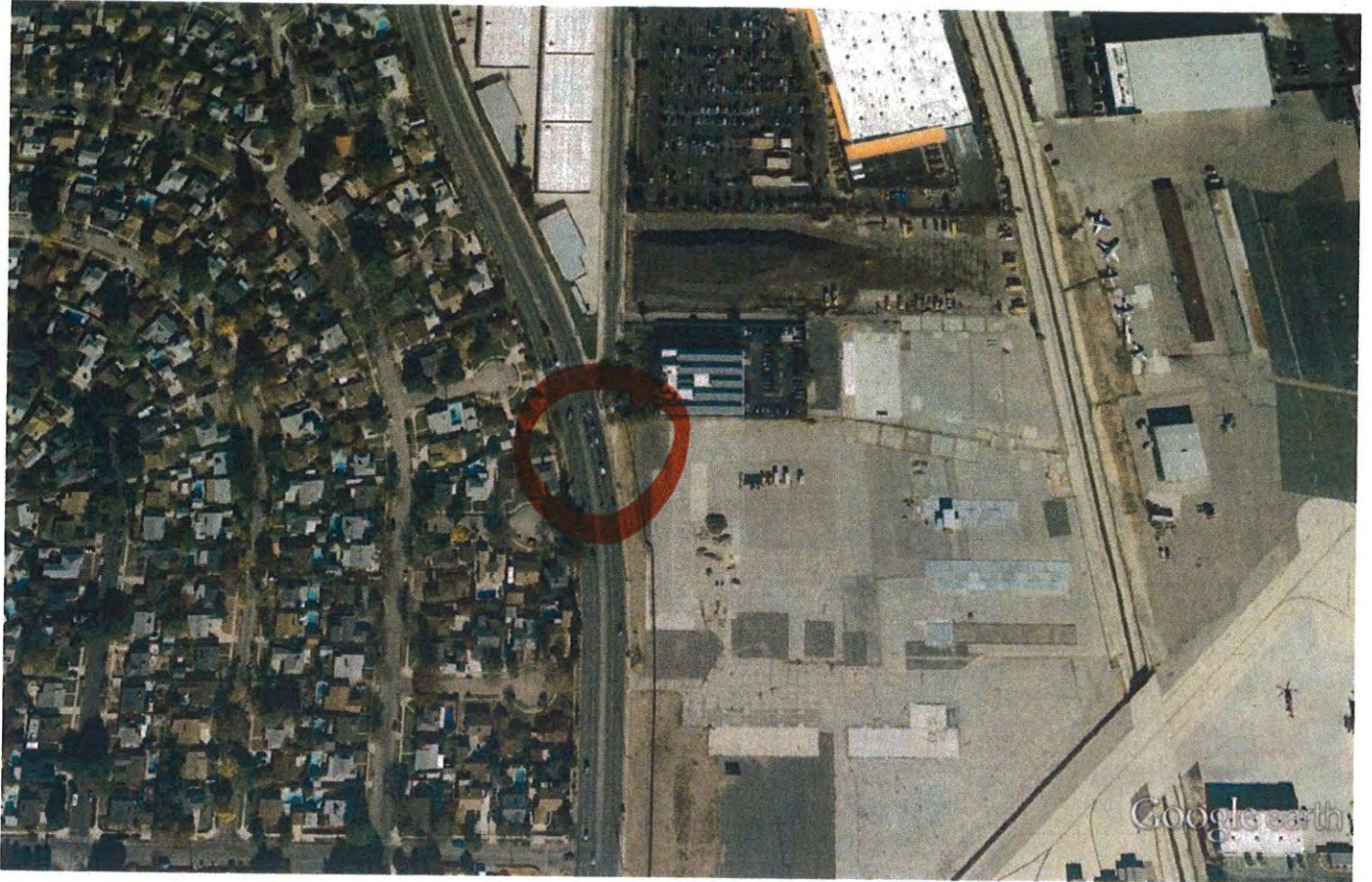




Google earth

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Google earth





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