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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] 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.<sup>1</sup> The Settling Defendants are comprised of fixed base operators that offer  
13 Avgas for sale at airports in California (the “FBO Settling Defendants”) and distributors of Avgas  
14 that distribute Avgas to FBOs in California (the “Distributor Settling Defendants”). The FBO  
15 Settling Defendants together operate at 24 different airports in California. In some instances, a  
16 number of different FBO Settling Defendants operate at the same California airport.

17           **1.6**     The Parties acknowledge that the form of Avgas currently in use is known as 100LL,  
18 indicating it has an octane rating of 100 and is “low lead.” The concentration of lead in 100LL  
19 Avgas currently in use is specified at a maximum of 0.56 grams of lead per liter of fuel under  
20 specification ASTM D910. A newer form of Avgas, known as 100VLL for “very low lead,” has  
21 recently been approved by the Federal Aviation Administration (“FAA”) and is specified at a  
22 maximum of 0.45 grams of lead per liter of fuel under specification ASTM D910, but is not yet  
23 commercially available for sale in California. In addition, at least one major refinery of Avgas  
24 recently began the process of obtaining FAA approval of a lead free alternative to Avgas that may  
25 be used in all aircraft.

26  
27 <sup>1</sup> 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           **1.7**     The Parties acknowledge that certain aircraft that have obtained Supplemental Type  
2 Certificates from the FAA are permitted by law to use high octane automotive gasoline that does  
3 not contain lead (“Mogas”). Although some aircraft are capable of using Mogas, some are not. As  
4 a result, FBOs cannot offer Mogas in lieu of Avgas but only in addition to Avgas. FBOs at  
5 approximately 100 U.S. airports outside of California currently sell Mogas; however, due to state  
6 requirements concerning the ethanol content of standard automotive gasoline and other factors,  
7 Mogas has not, to date, been available in California.

8           **1.8**     For purposes of this Consent Judgment, the Parties stipulate that this Court has  
9 subject matter jurisdiction over the allegations of Proposition 65 violations contained in the  
10 Complaint applicable to each Settling Defendant and personal jurisdiction over each Settling  
11 Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,  
12 and that this Court has jurisdiction to enter this Consent Judgment. Each Settling Defendant  
13 represents that as of the date it executes this Consent Judgment, no public enforcer is diligently  
14 prosecuting a Proposition 65 enforcement action related to lead in its Avgas.

15           **1.9**     Nothing in this Consent Judgment is or shall be construed as an admission by the  
16 Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with the  
17 Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion  
18 of law, issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive  
19 or impair any right, remedy, argument, or defense the Parties may have in any other legal  
20 proceeding. This Consent Judgment is the product of negotiation and compromise and is accepted  
21 by the Parties for purposes of settling, compromising and resolving issues disputed in this action.

22           **1.10**    CEH and the Settling Defendants now agree in this proposed Consent Judgment to  
23 resolve CEH’s claims in the Complaint by, *inter alia* and as set forth specifically below: (a)  
24 requiring clear and reasonable warnings via the posting of signs at the airport locations identified in  
25 the Complaint; and (b) ensuring that Settling Defendants distribute and sell the airplane fuel with  
26 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.

7                     **2.1.1     Warning Method**

8                     (a)     The warning set forth in Section 2.1 shall be provided through the  
9 posting of a sign (or signs), where each sign is at least 24 inches high by 24 inches wide.

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

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



1 (c) In the event that CEH concludes that 100VLL or any other lower lead  
2 alternative to 100LL Avgas that is approved for aviation use will be Commercially Available to one  
3 or more Settling Defendants on or after July 1, 2015, CEH shall notify each such Settling Defendant  
4 as to the basis for CEH's belief at least ninety (90) days in advance of July 1, 2015. Each such  
5 Settling Defendant shall, within ninety (90) days of receiving such notice from CEH, either comply  
6 with paragraph 2.3.1(a) hereof, or report to CEH the basis for its conclusion that neither 100VLL  
7 nor any other lower lead alternative to 100LL Avgas that is approved for aviation use is  
8 Commercially Available to such Settling Defendant for the California market. Should CEH  
9 disagree with a Settling Defendant's assessment about whether any formulation of aviation fuel is  
10 approved for aviation use and Commercially Available to that Settling Defendant for the California  
11 market, CEH may seek to enforce the requirements of Section 2.3.1(b) in accordance with the  
12 procedure set forth in Section 3.1. In any such motion, the burden shall be on CEH to establish that  
13 100VLL is Commercially Available to that Settling Defendant for the California market. In the  
14 absence of any notification from CEH to, and successful enforcement effort by CEH as called for in  
15 this Section 2.3.1(c) against, any Settling Defendant, such Settling Defendant's obligation under  
16 Section 2.3.1(a) regarding Avgas that contains a lead concentration of less than 0.56 grams of lead  
17 per liter of fuel shall not apply until such time as such Avgas is approved for aviation use and  
18 Commercially Available to that Settling Defendant.

19 (d) At any time after 100VLL or any other lower lead alternative to  
20 100LL Avgas that is approved for aviation use becomes Commercially Available for the California  
21 market, any Party may file a motion to modify the terms of Section 2.3.1(a) on the basis that either:  
22 (a) Avgas with a lead concentration below 0.45 grams per liter is no longer Commercially Available  
23 such that the concentration level should be adjusted upward; or (b) Avgas with a lead concentration  
24 at a level of 0.45 is more than 10 percent over the lead concentration level in fuel that is approved  
25 for aviation and that is Commercially Available such that the level should be adjusted downward.  
26 The Party seeking a modification pursuant to this Section shall provide written notice to all affected  
27 Parties and shall meet and confer with all interested parties for a period of not less than 30 days  
28 before filing any such motion. The Party bringing a motion to modify this consent judgment shall

1 bear the burden of demonstrating that the concentration limit in Section 2.3.1(a) should be modified  
2 pursuant to this Section 2.3.1(d).

3 **2.3.2 Distribution of Mogas**

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

7 (b) Also as of the Effective Date, should any FBO operating in California  
8 request that a Distributor Settling Defendant provide the FBO with Mogas, the Distributor Settling  
9 Defendant to whom the request is addressed shall make Mogas available to the requesting FBO.  
10 Notwithstanding the foregoing, no Distributor Settling Defendant shall be required to provide  
11 Mogas if, despite reasonable efforts of the Distributor, the supplier(s) of Mogas available to such  
12 Distributor Settling Defendant fail to provide a certificate evidencing aviation product liability  
13 coverage for such Mogas or otherwise prohibit the Distributor Settling Defendant from making such  
14 Mogas available, the firms storing and transporting such Mogas fail to certify that such Mogas has  
15 been stored and transported in accordance with aviation industry standards, or an insurance  
16 underwriter has not extended liability coverage, on commercially reasonable terms, for its sale by  
17 the Distributor Settling Defendant.

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

1 **3. ENFORCEMENT**

2 **3.1** Before moving to enforce the terms and conditions of this Consent Judgment with  
3 respect to an alleged violation hereof or of Proposition 65 related to Avgas, CEH must follow these  
4 procedures:

5 **3.1.1** In the event that CEH identifies an airport at which (1) one or more FBO  
6 Settling Defendant(s) sells Avgas but at which no warning signs have been posted as described in  
7 Section 2.1 of this Consent Judgment 90 days after the Effective Date, or (2) there is a violation of  
8 Section 2.3 of this Consent Judgment, then CEH or such person shall notify Settling Defendant in  
9 writing within 15 days of the date CEH or such other person was informed of or observed the  
10 alleged violation (the “Notice of Violation” or “NOV”). The NOV shall be sent to the person(s)  
11 identified pursuant to Section 7 herein. The NOV shall at a minimum set forth the date(s) the  
12 alleged violation(s) was observed, identify the address(es) of the airport(s) in question, and describe  
13 the alleged violation(s) with sufficient detail to allow the recipient to determine the basis of the  
14 claim being asserted. The NOV shall allege all violations that could have been raised with respect  
15 to each airport in question as of the date of the NOV.

16 **3.1.2** In the event the recipient corrects the alleged violation(s) within sixty (60)  
17 days of receiving the NOV, CEH shall take no further enforcement action with respect to such  
18 alleged violation(s) under either this Consent Judgment, Proposition 65, or any other law.

19 **3.1.3** In the event the recipient wishes to contest the allegations contained in any  
20 NOV, it shall notify CEH of such in writing within thirty (30) days of its receipt of the NOV. The  
21 recipient may provide any evidence to CEH or the notifying person in support of its position. In the  
22 event that, upon a good faith review of the evidence, CEH or the notifying person agrees with the  
23 recipient’s position, no further action shall be taken. In the event the recipient provides evidence,  
24 and CEH disagrees with the recipient’s position, it shall, within thirty (30) days, notify the recipient  
25 of such and provide the recipient, in writing, with the reasons for its disagreement. Thereafter, the  
26 notifying person and recipient shall meet and confer for a period of fifteen (15) days to attempt to  
27 resolve their dispute on mutually acceptable terms; if no such resolution results, CEH may seek to  
28 enforce the terms and conditions contained in this Consent Judgment against the recipient. In the

1 event the recipient of an NOV fails to respond to the NOV within the allotted 30 days, CEH may  
2 seek to enforce the terms of this Consent Judgment.

3 **4. PAYMENTS**

4 **4.1 Payments by Settling Defendants.** Within thirty days after entry of this Consent  
5 Judgment, the Settling Defendants shall make a total settlement payment to CEH in the amount of  
6 \$550,000.00, in full satisfaction and consideration of the monetary component of the alleged  
7 violations pursuant to Health & Safety Code section 25249.5, *et seq.*, which will be apportioned as  
8 set forth below. The amount that each Settling Defendant is responsible for paying is set forth in  
9 Exhibit A.

10 **4.2** The settlement payment shall be made by check(s) payable to the Lexington Law  
11 Group Attorney-Client Trust Fund. The funds paid by the Settling Defendants shall be allocated as  
12 follows:

13 **4.2.1** \$70,000 as a civil penalty pursuant to Health & Safety Code § 25249.7(b),  
14 such money to be apportioned by CEH in accordance with Health & Safety Code § 25249.12 (25%  
15 to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment).

16 **4.2.2** \$106,000 as a payment in lieu of civil penalty to CEH pursuant to Health &  
17 Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH will use  
18 such funds to continue its work educating and protecting people from exposures to toxic chemicals.  
19 CEH may also use a portion of such funds to monitor compliance with this Consent Judgment and  
20 to purchase and test Settling Defendant's products to confirm compliance. In addition, as part of its  
21 Community Environmental Action and Justice Fund, CEH will use four percent (4%) of such funds  
22 to award grants to grassroots environmental justice groups working to educate and protect people  
23 from exposures to toxic chemicals. The method of selection of such groups can be found at the  
24 CEH web site at [www.keh.org/justicefund](http://www.keh.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). From these funds, prior to their disbursement, CEH's  
15 Counsel will be compensated for time of attorneys or non-attorney personnel that is reasonably and  
16 necessarily incurred in administering such distributions and shall report to the recipients the amount  
17 of such compensation subtracted from any distribution.

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

22                   (b) The next \$75,000 in aggregate payments by Opt-In Settling  
23 Defendants shall, subject to Court approval, be paid to CEH's Counsel as compensation for  
24 reasonable and necessary time associated with administering the Opt-In program, including sending  
25 out 60-Day Notices, entering the Amended Consent Judgment and responding to inquiries regarding  
26 the Opt-In program, with any remainder payable to CEH's Counsel as reimbursement of  
27 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 \$\_\_\_\_\_ [amount paid to respective defense counsel] shall be disbursed  
3 to Defense Liaison Counsel, who shall further distribute these funds to each of the Settling  
4 Defendants in accordance with the proportional amount that each Settling Defendant paid to its  
5 respective counsel for attorneys fees and costs incurred through July 8, 2014, to litigate this action  
6 and negotiate and finalize this Consent Judgment.

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

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

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

24 **5.3.6** Within 210 days of Entry of the Consent Judgment, and assuming it has  
25 received at least one notice of intent to opt-in and has not cancelled the Opt-In pursuant to Section  
26 5.3.5, CEH shall file a noticed motion for approval of a proposed Amended Consent Judgment. The  
27 Amended Consent Judgment filed with the Court may only differ from the Consent Judgment in  
28 that it will include the Opt-In Settling Defendants, attach the Opt-In Settling Defendants' signature

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

8 **5.3.7** The deadlines in this Order may be extended by written stipulation between  
9 CEH and Defense Liaison Counsel, following Defense Liaison Counsel’s consultation with the  
10 Settling Defendants with no objections from them remaining unresolved.

11 **5.3.8** Nothing in this Consent Judgment shall preclude CEH from resolving any  
12 claim against an entity that is not a Settling Defendant on different terms than are contained in the  
13 Consent Judgment or the Amended Consent Judgment.

14 **5.4 Change in Settling Defendant Status.** Following the Effective Date, should any  
15 Settling Defendant no longer qualify as a “person in the course of doing business” under Cal. Health  
16 & Safety Code § 25249.11(b), then such Settling Defendant shall provide notice to CEH together  
17 with proof sufficient to demonstrate that such Settling Defendant no longer so qualifies. CEH shall  
18 have 30 days in which to decide whether to dispute the notice provided hereunder. If CEH does not  
19 dispute such notice, the parties shall file a stipulation and proposed order or other appropriate  
20 motion requesting the Court’s approval. Should CEH notify the noticing Settling Defendant that it  
21 disputes the notice, the noticing Settling Defendant may file a motion in accordance with Sections  
22 5.1 and 5.2. Upon Court approval, such Settling Defendant will have no further obligations under  
23 Section 2 of this Consent Judgment. Should CEH later believe that such Settling Defendant later  
24 qualifies as a “person in the course of doing business” under Cal. Health & Safety Code  
25 § 25249.11(b), CEH may provide such Settling Defendant with 30 days’ notice, after which the  
26 parties may proceed by stipulation and order or by motion to resolve any dispute.

1     **6.     CLAIMS COVERED AND RELEASED**

2             **6.1**     This Consent Judgment is a full, final and binding resolution between CEH on behalf  
3 of itself and the public interest and each Settling Defendant, and its parents, subsidiaries, affiliated  
4 entities that are under common ownership, directors, officers, employees, and attorneys (“Defendant  
5 Releasees”), and each entity to whom they directly or indirectly distribute or sell Avgas, including  
6 but not limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members,  
7 licensors, and licensees, (“Downstream Defendant Releasees”) of any violation of Proposition 65  
8 that was or could have been asserted in the Complaint against Settling Defendants, Defendant  
9 Releasees, and Downstream Defendant Releasees, based on failure to warn about alleged exposure  
10 to Lead contained in Avgas. Notwithstanding the foregoing, no FBO shall be released from any  
11 violation of Proposition 65 that was or could have been asserted in the Complaint unless it is a  
12 Settling FBO Defendant or an FBO Opt-In Settling Defendant.

13             **6.2**     This Consent Judgment is a full, final and binding resolution between CEH, in its  
14 individual capacity only, and each Settling Defendant, Defendant Releasees, and Downstream  
15 Defendant Releasees of any violation of Propostion 65 and any statutory or common law obligation  
16 that was or could have been asserted in the Complaint against Settling Defendant, Defendant  
17 Releasees, and Downstream Defendant Releasees, based on the sale, use, or distribution of Avgas  
18 containing Lead. Notwithstanding the foregoing, no FBO shall be released from any claim that was  
19 or could have been asserted in the Complaint unless it is a Settling FBO Defendant or an FBO  
20 Opt-In Settling Defendant.

21             **6.3**     Compliance with the terms of this Consent Judgment by a Settling Defendant  
22 constitutes compliance with Proposition 65 with respect to Lead contained in Avgas.

23             **6.4**     Nothing in this Section 6 affects CEH’s right to commence or prosecute an action  
24 under Proposition 65 against any person other than a Settling Defendant, Defendant Releasee, or  
25 Downstream Defendant Releasee.

26             **6.5**     Nothing in Section 6 affects CEH’s right to commence or prosecute an action under  
27 Proposition 65 against a Downstream Defendant Releasee that: (a) is also a direct customer of a  
28

1 non-settling seller of Avgas; or (b) sells or offers for sale Avgas without Proposition 65 warnings  
2 that comply with the requirements of this Consent Judgment.

3 **7. NOTICE**

4 **7.1** When CEH is entitled to receive any notice under this Consent Judgment, the notice  
5 shall be sent by first class and electronic mail to:

6 Mark Todzo, Esq.  
7 Lexington Law Group  
8 503 Divisadero Street  
9 San Francisco, CA 94117  
10 [mtodzo@lexlawgroup.com](mailto:mtodzo@lexlawgroup.com)

11 **7.2** When any Settling Defendant is entitled to receive any notice under this Consent  
12 Judgment, the notice shall be sent by first class and electronic mail to the person identified in  
13 Exhibit A *and* to the following Defense Liaison Counsel:

14 Trenton H. Norris, Esq.  
15 Arnold & Porter LLP  
16 Three Embarcadero Center, 10<sup>th</sup> Floor  
17 San Francisco, CA 94111  
18 [trent.norris@aporter.com](mailto:trent.norris@aporter.com)

19 **7.3** Any Party may modify the person and address to whom the notice is to be sent by  
20 sending each other Party notice by first class and electronic mail.

21 **8. COURT APPROVAL**

22 **8.1** This Consent Judgment shall become effective upon entry by the Court. CEH shall  
23 prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants shall  
24 support entry of this Consent Judgment.

25 **8.2** If this Consent Judgment is not entered by the Court, it shall be of no force or effect  
26 and shall never be introduced into evidence or otherwise used in any proceeding for any purpose  
27 other than to allow the Court to determine if there was a material breach of Section 8.1.

28 **9. ATTORNEYS' FEES**

**9.1** Should CEH prevail on any motion, application for an order to show cause, or other  
proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its reasonable  
attorneys' fees and costs incurred as a result of such motion or application. Should a Settling  
Defendant prevail on any motion application for an order to show cause, or other proceeding, the

1 Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result of such  
2 motion or application upon a finding by the court that CEH's prosecution of the motion or  
3 application lacked substantial justification. For purposes of this Consent Judgment, the term  
4 substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986,  
5 Code of Civil Procedure §§ 2016, *et seq.*

6 **9.2** Except as otherwise provided in this Consent Judgment, each Party shall bear its own  
7 attorneys' fees and costs.

8 **9.3** Nothing in this Section 9 shall preclude a Party from seeking an award of sanctions  
9 pursuant to law.

10 **10. OTHER TERMS**

11 **10.1** The terms of this Consent Judgment shall be governed by the laws of the State of  
12 California.

13 **10.2** This Consent Judgment shall apply to and be binding upon CEH and Settling  
14 Defendants, and their respective divisions, subdivisions, and subsidiaries, and the successors or  
15 assigns of any of them.

16 **10.3** This Consent Judgment contains the sole and entire agreement and understanding of  
17 the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
18 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and  
19 therein. There are no warranties, representations, or other agreements between the Parties except as  
20 expressly set forth herein. No representations, oral or otherwise, express or implied, other than  
21 those specifically referred to in this Consent Judgment have been made by any Party hereto. No  
22 other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed  
23 to exist or to bind any of the Parties hereto. No supplementation, modification, waiver, or  
24 termination of this Consent Judgment shall be binding unless executed in writing by the Party to be  
25 bound thereby. No waiver of any of the provisions of this Consent Judgment shall be deemed or  
26 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such  
27 waiver constitute a continuing waiver.

1           **10.4** Nothing in this Consent Judgment shall release, or in any way affect any rights that  
2 any Settling Defendant might have against any other party, whether or not that party is a Settling  
3 Defendant.

4           **10.5** This Court shall retain jurisdiction of this matter to implement or modify the Consent  
5 Judgment.

6           **10.6** The stipulations to this Consent Judgment may be executed in counterparts and by  
7 means of facsimile or portable document format (pdf), which taken together shall be deemed to  
8 constitute one document.

9           **10.7** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
10 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute  
11 the Consent Judgment on behalf of the Party represented and legally to bind that Party.

12           **10.8** The Parties, including their counsel, have participated in the preparation of this  
13 Consent Judgment, and this Consent Judgment is the result of the joint efforts of the Parties. This  
14 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
15 and approved as to its final form by all Parties and their counsel: Accordingly, any uncertainty or  
16 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of  
17 the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
18 agrees that any statute or rule of construction providing that ambiguities are to be resolved against  
19 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in this  
20 regard, the Parties hereby waive California Civil Code Section 1654.

21  
22 **IT IS SO STIPULATED:**

23 Dated: \_\_\_\_\_, 2014

CENTER FOR ENVIRONMENTAL HEALTH

24  
25 By: \_\_\_\_\_  
26 Name: \_\_\_\_\_  
27 Title: \_\_\_\_\_  
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*OTHER SIGNATORIES SHOWN ON EXHIBIT A*

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**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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1 **EXHIBIT A**  
2 **Settling Defendants**

3 **I. FBO Settling Defendants**

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

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

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

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

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9 Name: \_\_\_\_\_

10 Title: \_\_\_\_\_

11 Address: \_\_\_\_\_

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13 E-mail: \_\_\_\_\_

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15 **IT IS SO STIPULATED.**

16 Signed: \_\_\_\_\_

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18 Title: \_\_\_\_\_

19 Date: \_\_\_\_\_

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

**Airport Locations Identified in Complaint:** 1

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

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

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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:**

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4. **Settling Defendant:** 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:**

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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:**

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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:**

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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:**

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

**Airport Locations Identified in Complaint:** 4

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

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

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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:**

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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:**

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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:**

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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:**

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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:**

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14. **Settling Defendant:** KaiserAir, Inc.

**Airport Locations Identified in Complaint:** 1

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

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

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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:**

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16. **Settling Defendant:** Landmark Aviation (including Landmark Aviation GSO-SAN, LLC and Piedmont Hawthorne Aviation, LLC), jointly and severally

**Airport Locations Identified in Complaint:** 1

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

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

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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:**

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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:**

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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:**

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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:**

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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:**

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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:**

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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:**

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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: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

**IT IS SO STIPULATED.**

Signed: \_\_\_\_\_

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Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Airport Locations Identified in Complaint:** 1

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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E-mail: \_\_\_\_\_

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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: \_\_\_\_\_

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Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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: \_\_\_\_\_

7 Title: \_\_\_\_\_

8 Address: \_\_\_\_\_

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10 E-mail: \_\_\_\_\_

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12 **IT IS SO STIPULATED.**

13 Signed: \_\_\_\_\_

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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: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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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: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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E-mail: \_\_\_\_\_

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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: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

**IT IS SO STIPULATED.**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

13 \_\_\_\_\_  
14 Company Name

15 \_\_\_\_\_  
16 Signature

17 \_\_\_\_\_  
18 Printed Name

19 \_\_\_\_\_  
20 Title

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

1  
2  
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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1. I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (the “Company”), and I am authorized to certify on behalf of the Company. The facts stated herein are, to the best of my knowledge and belief, true and accurate.

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

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**EXHIBIT C**

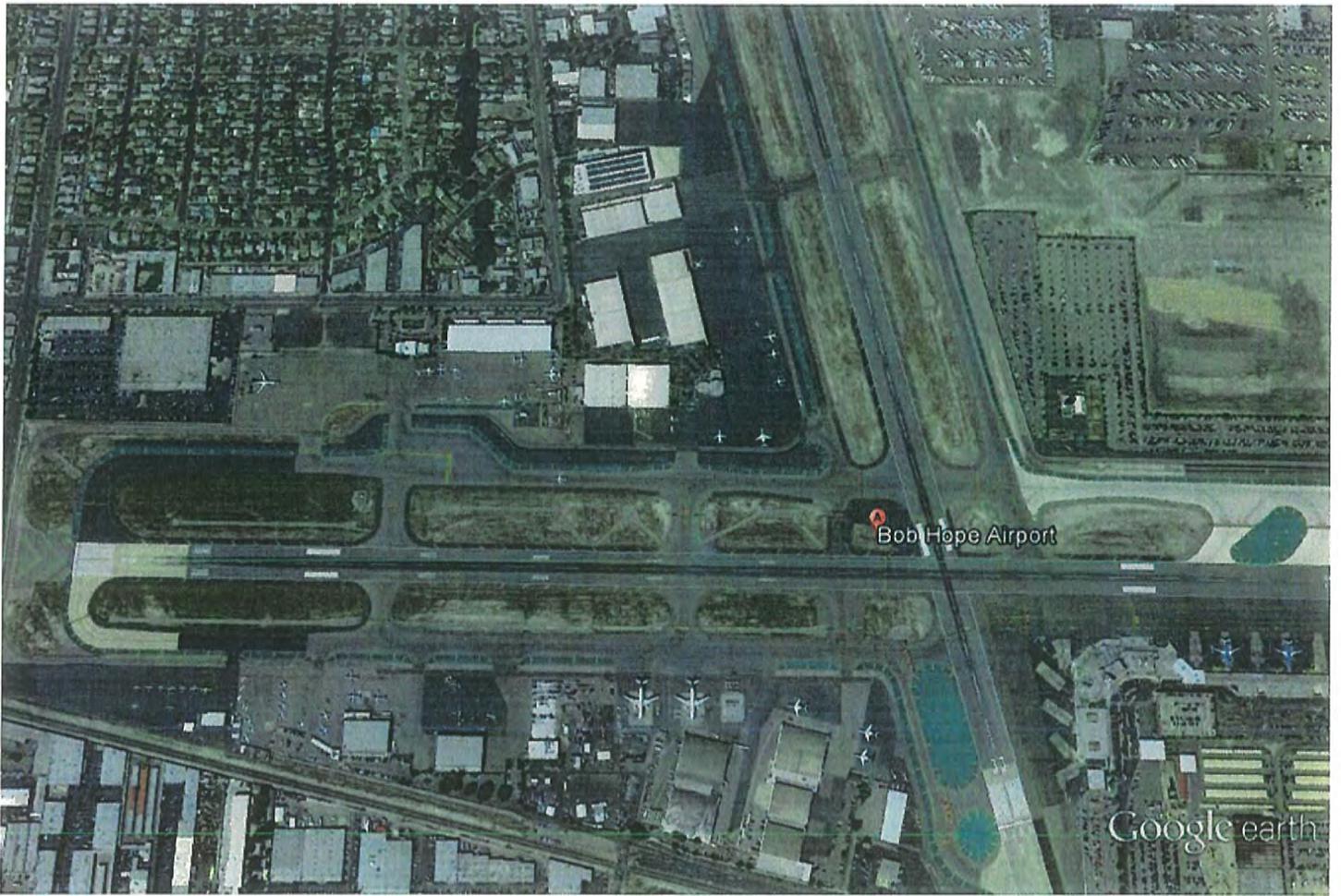
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Dated: _____, 2014	_____ Defendant Name _____ Signature _____ Printed Name
--------------------	--

# **Exhibit D**

# **BOB HOPE AIRPORT**

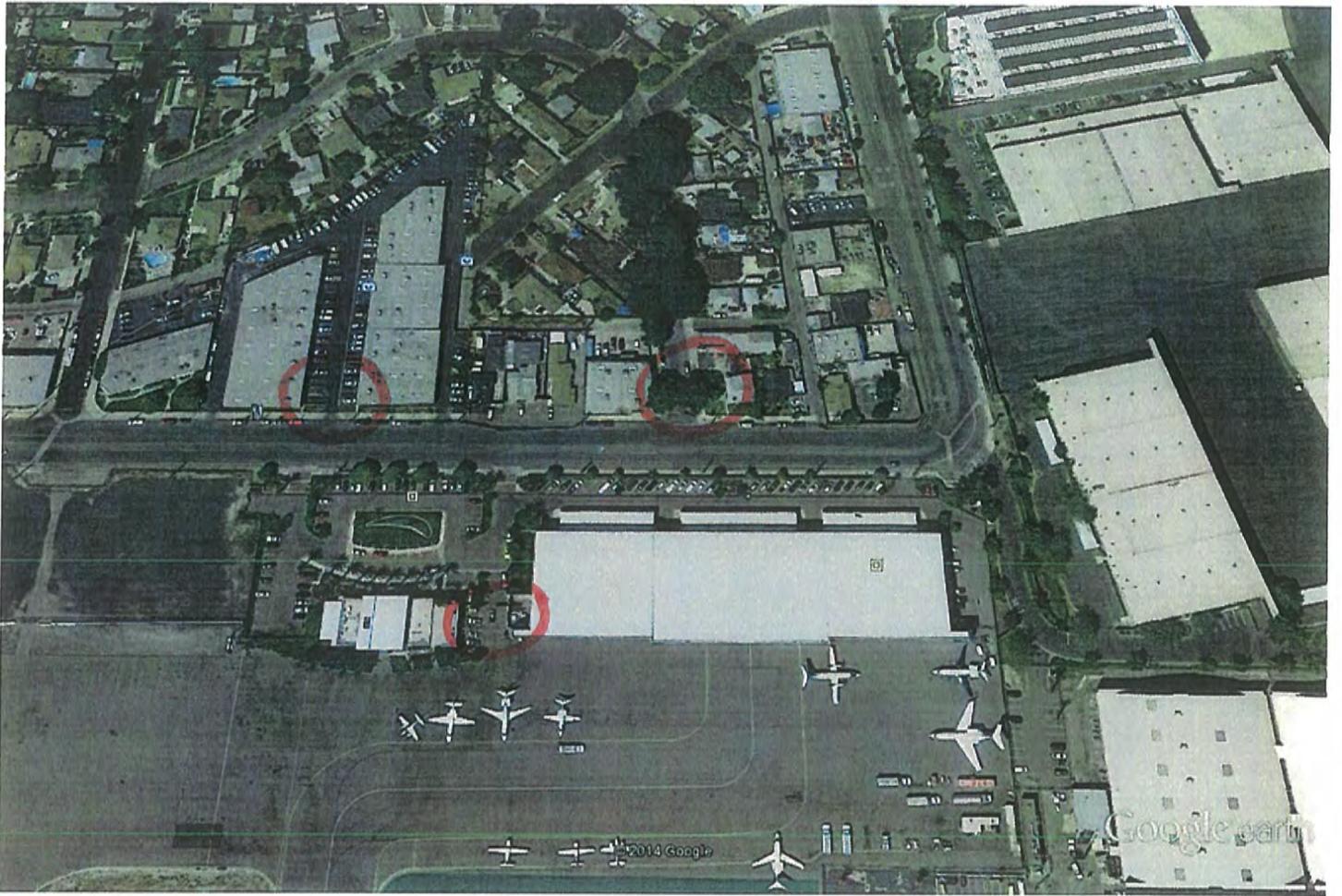
Atlantic Aviation Corporation  
Atlantic Aviation FBO, Inc.  
Van Nuys Skyways d/b/a Million Air Burbank



Google earth

feet  
meters





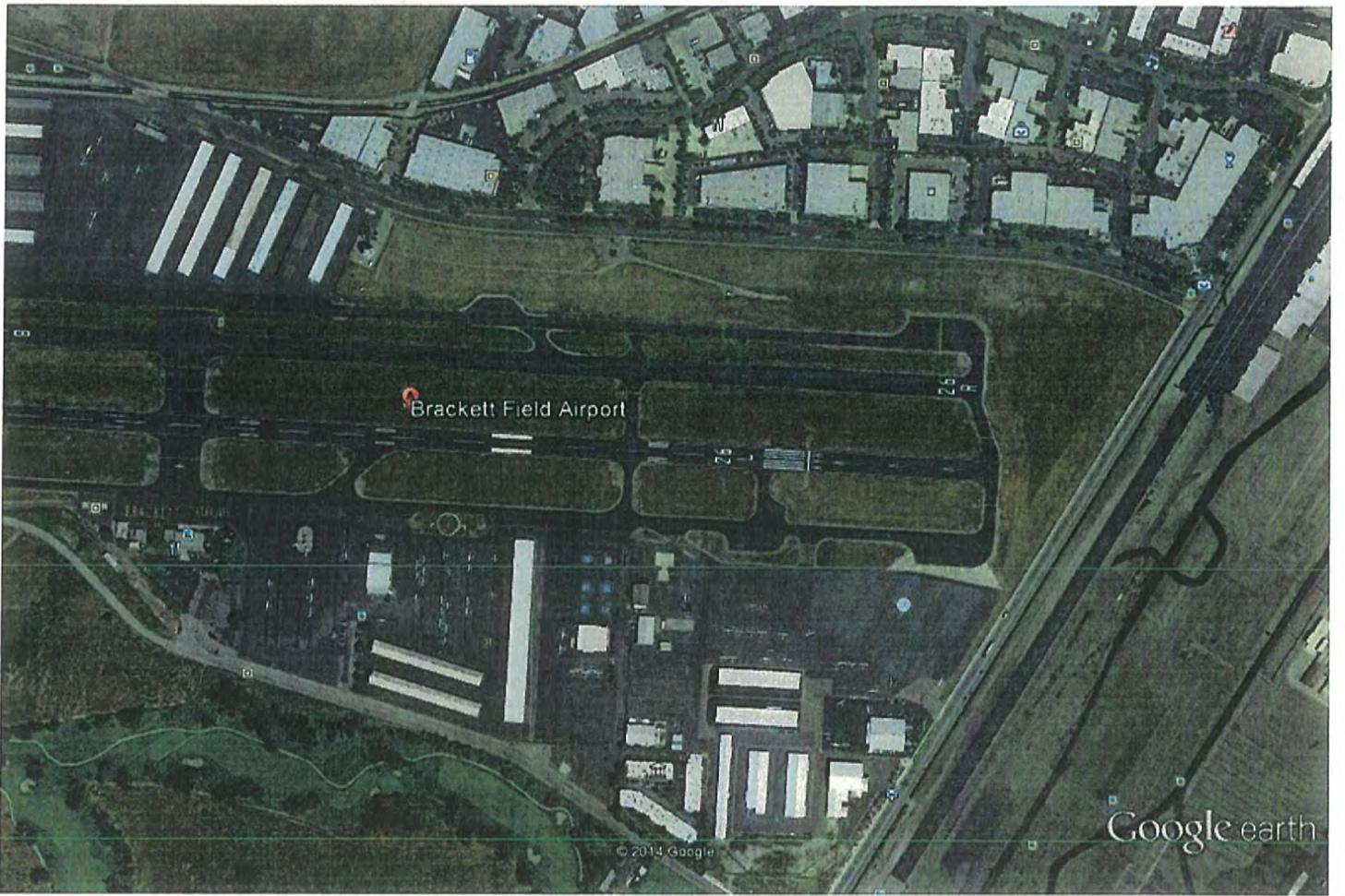
Google earth

feet  
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# **BRACKETT FIELD**

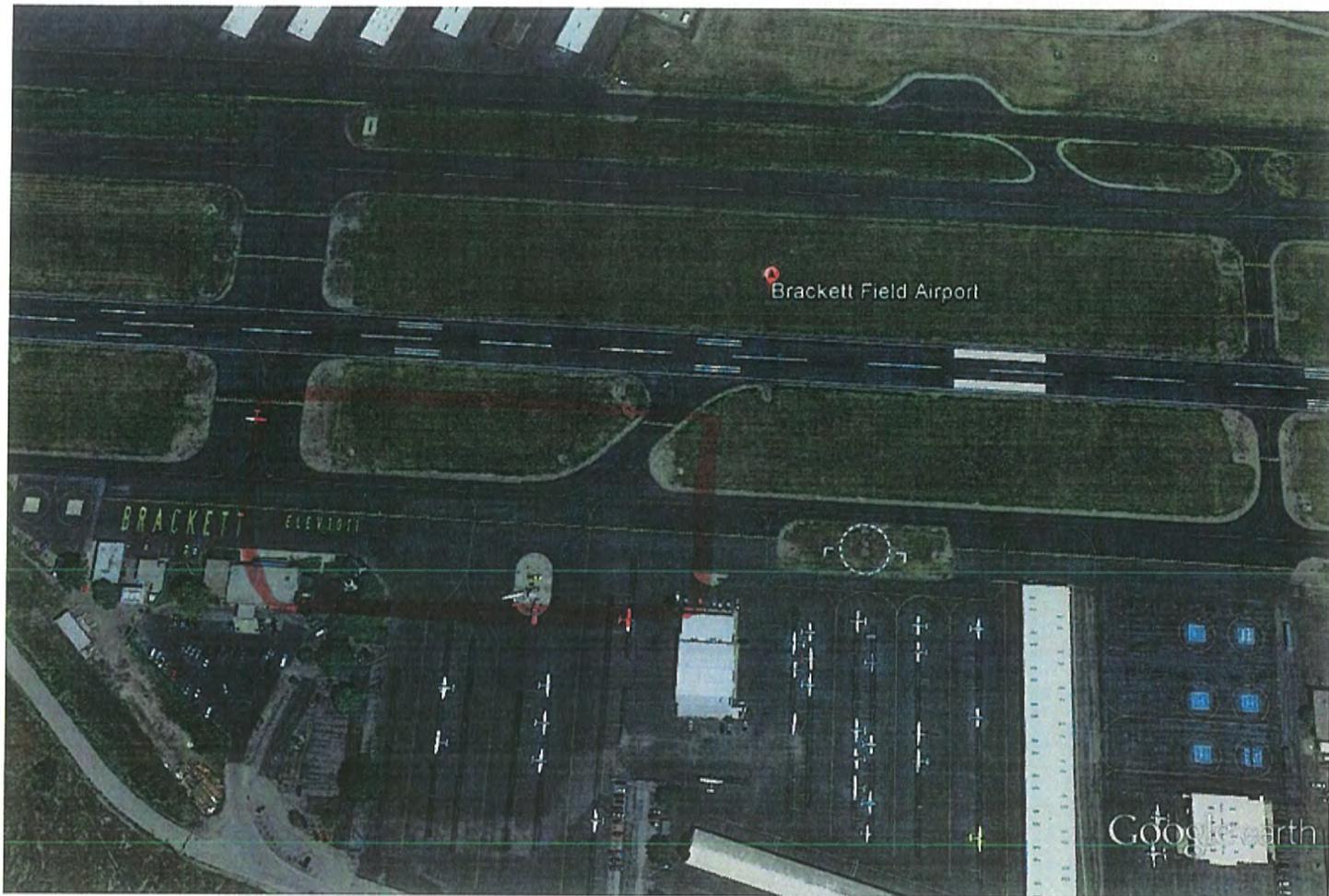
American Airports Corporation



Google earth

feet  
meters





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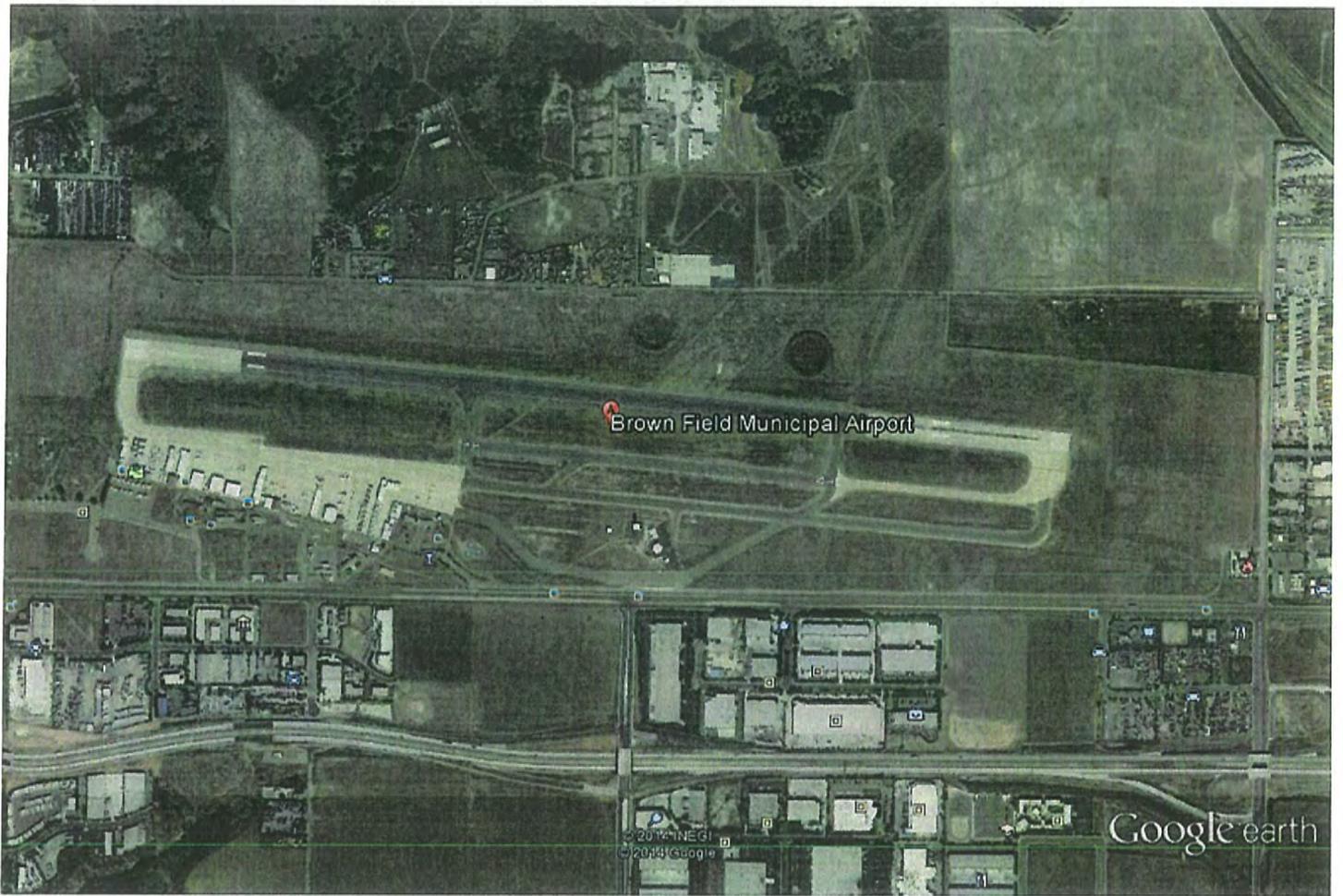


Google earth



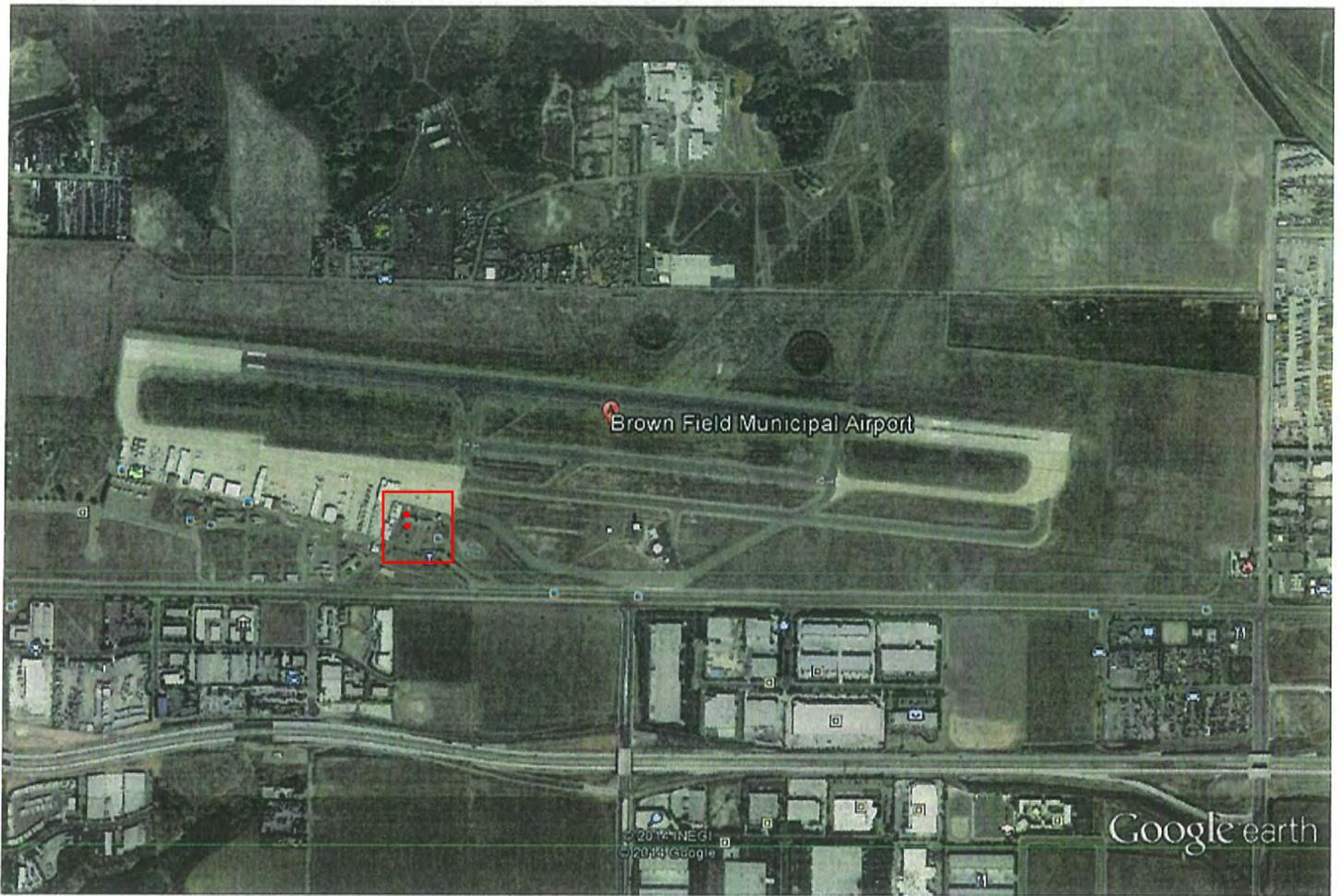
# **BROWN FIELD MUNICIPAL AIRPORT**

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



Google earth





Google earth



Google

MAN Gate / Print 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

# **BUCHANAN FIELD**

Pacific States Aviation Inc.



Google earth





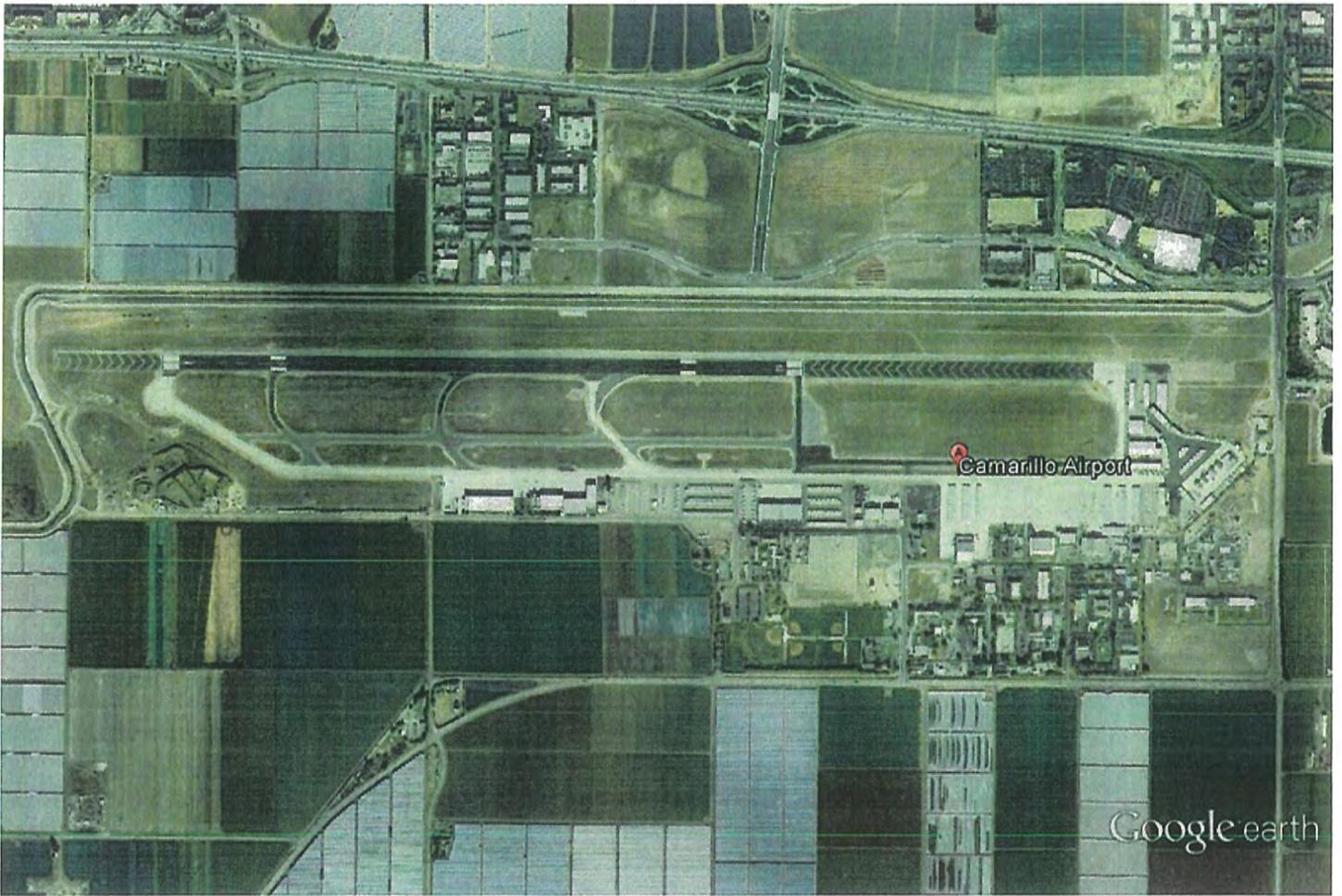
Google earth

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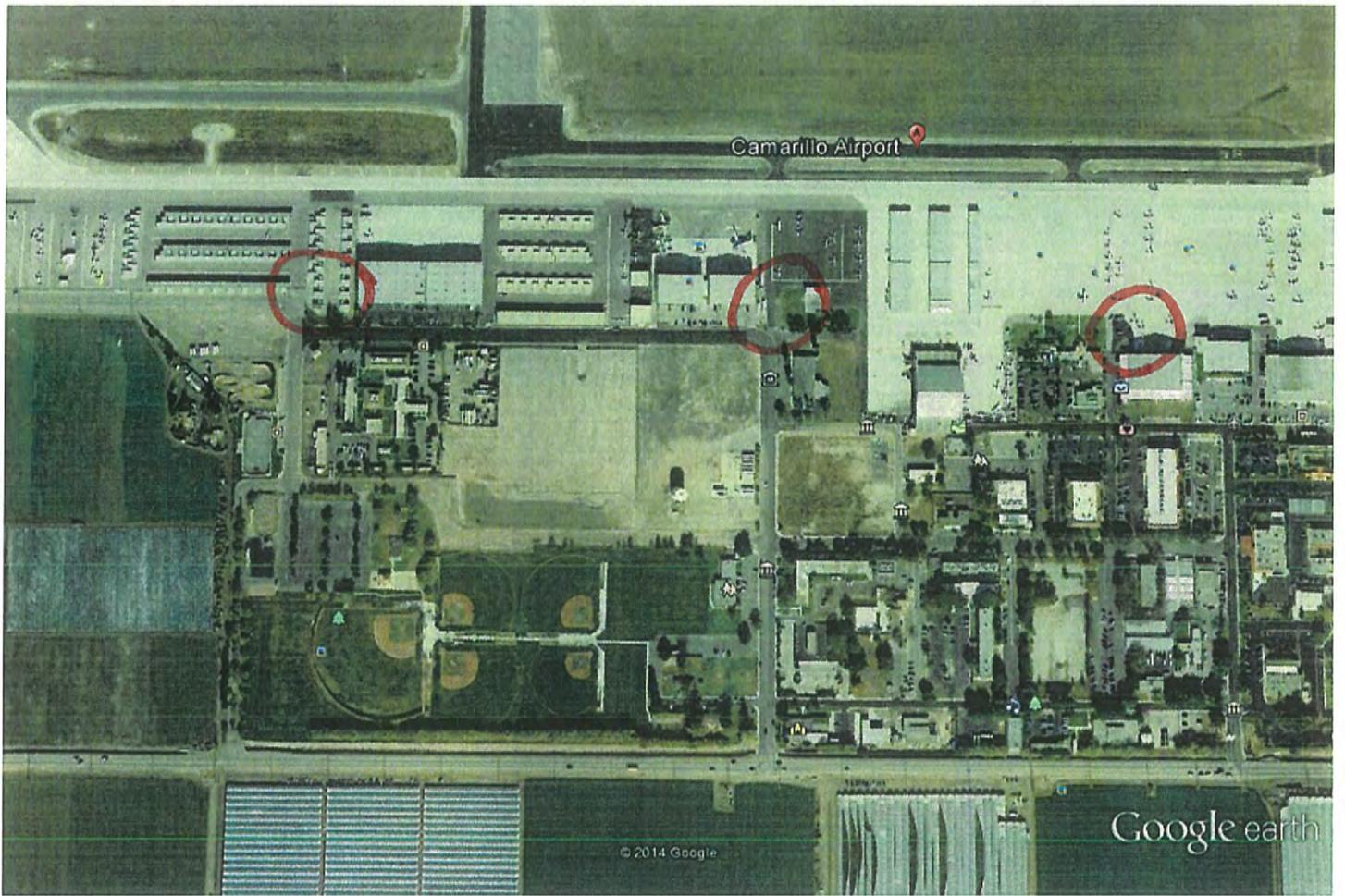
# **CAMARILLO AIRPORT**

Channel Islands Aviation, Inc.  
Sun Air Jet, LLC



Google earth





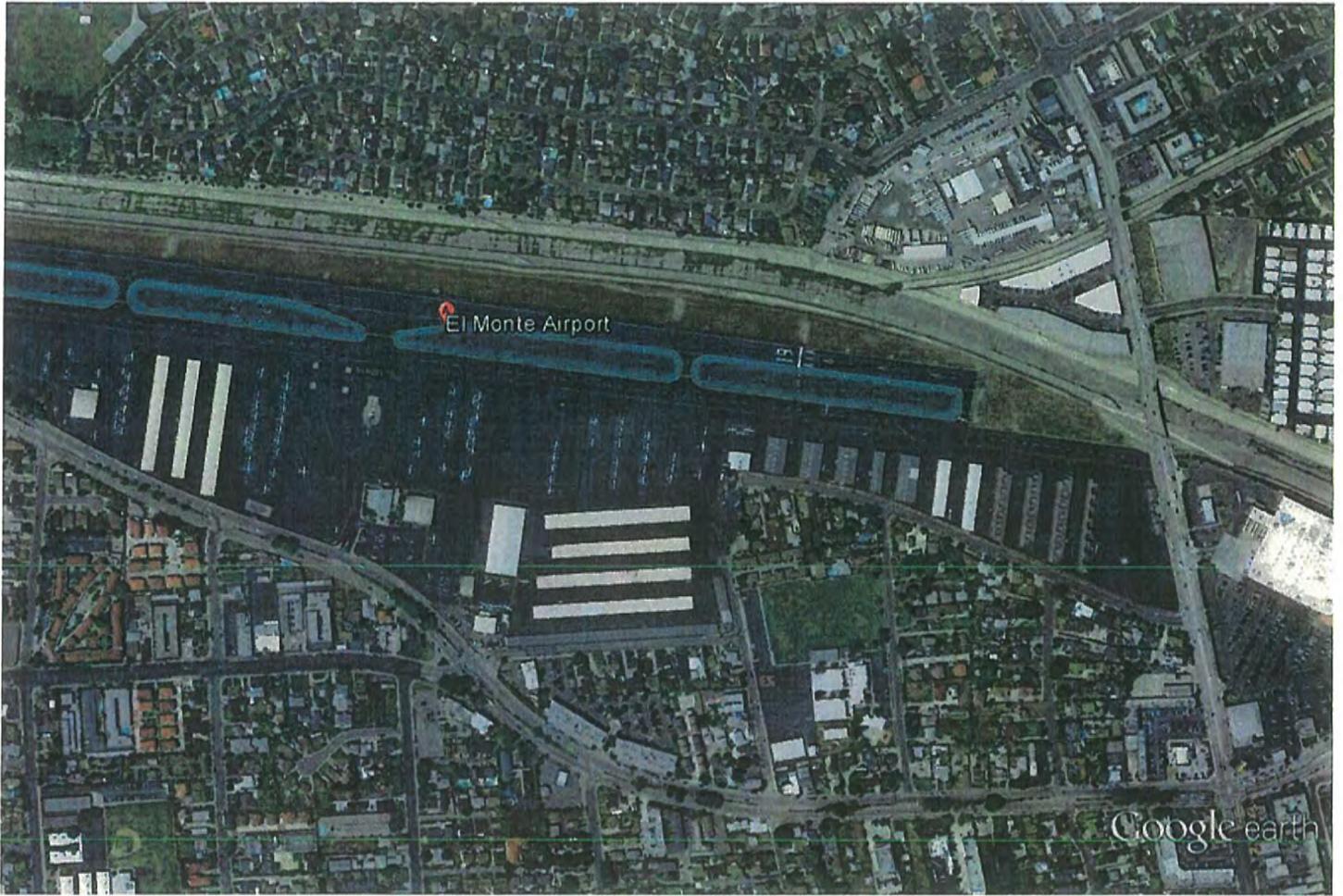
Google earth

feet  
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# **EL MONTE AIRPORT**

American Airports Corporation



Google earth

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meters

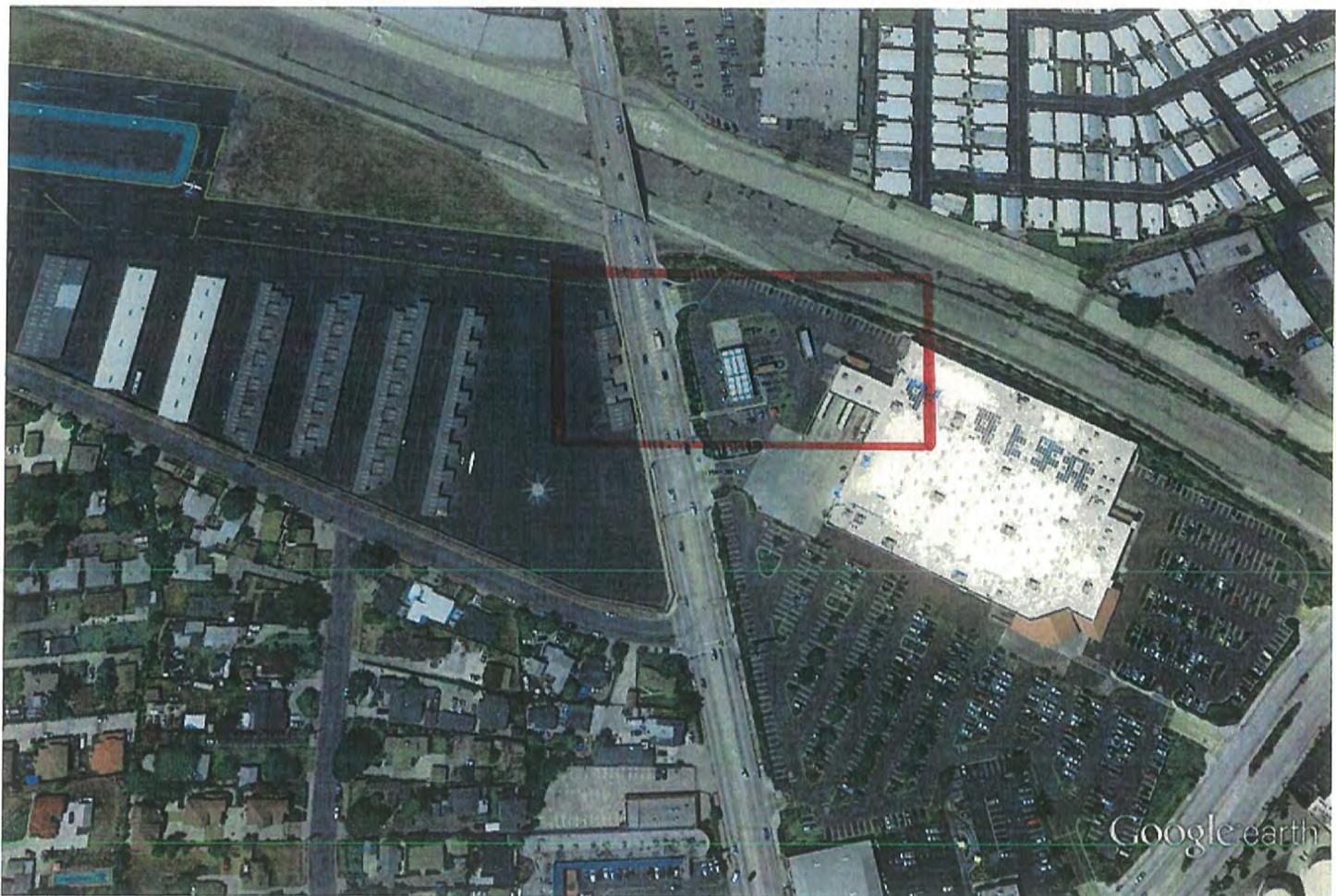




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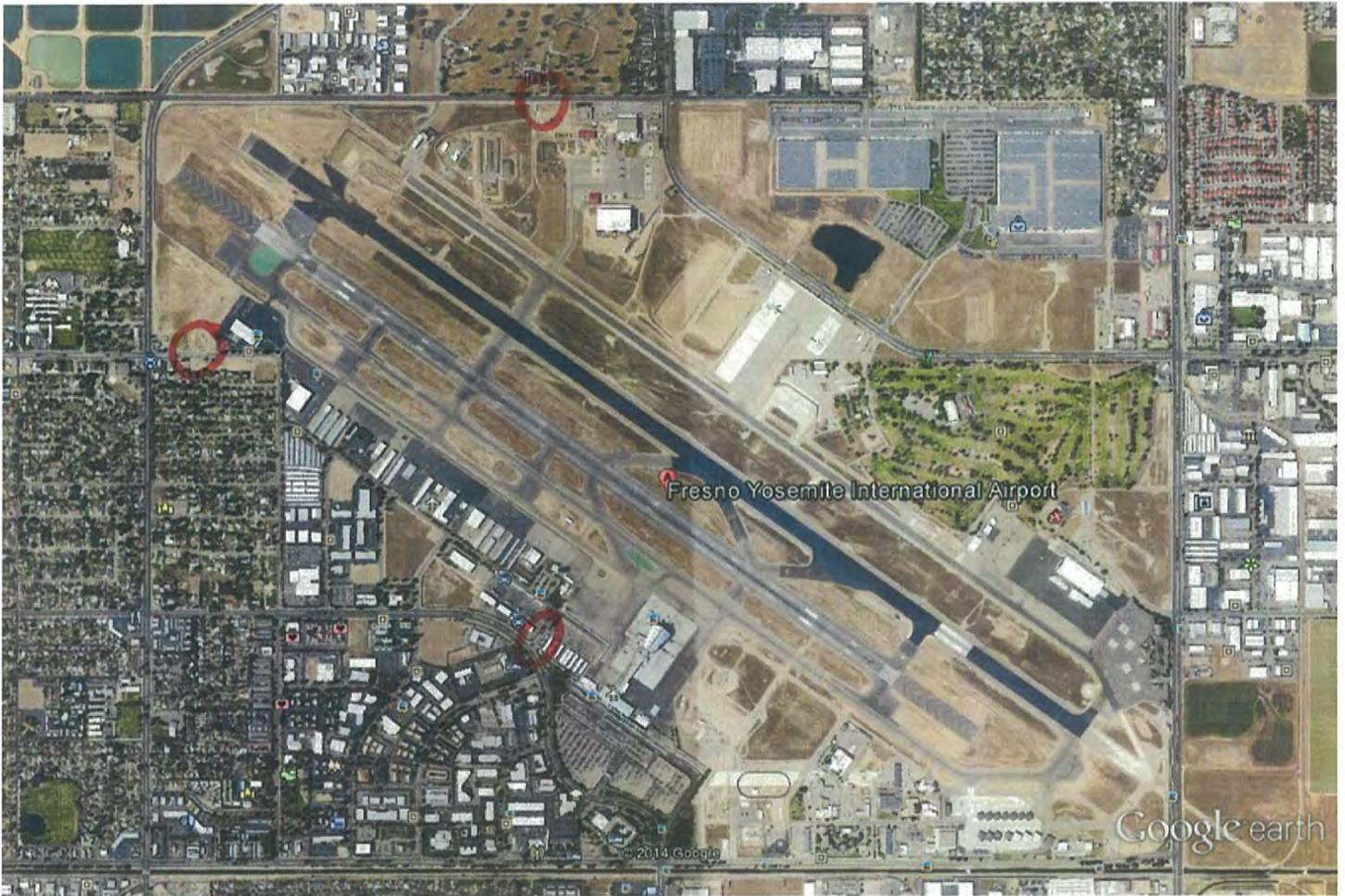




Google earth

feet  
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**FRESNO YOSEMITE  
INTERNATIONAL AIRPORT**

Signature Flight Support Corporation



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Google earth

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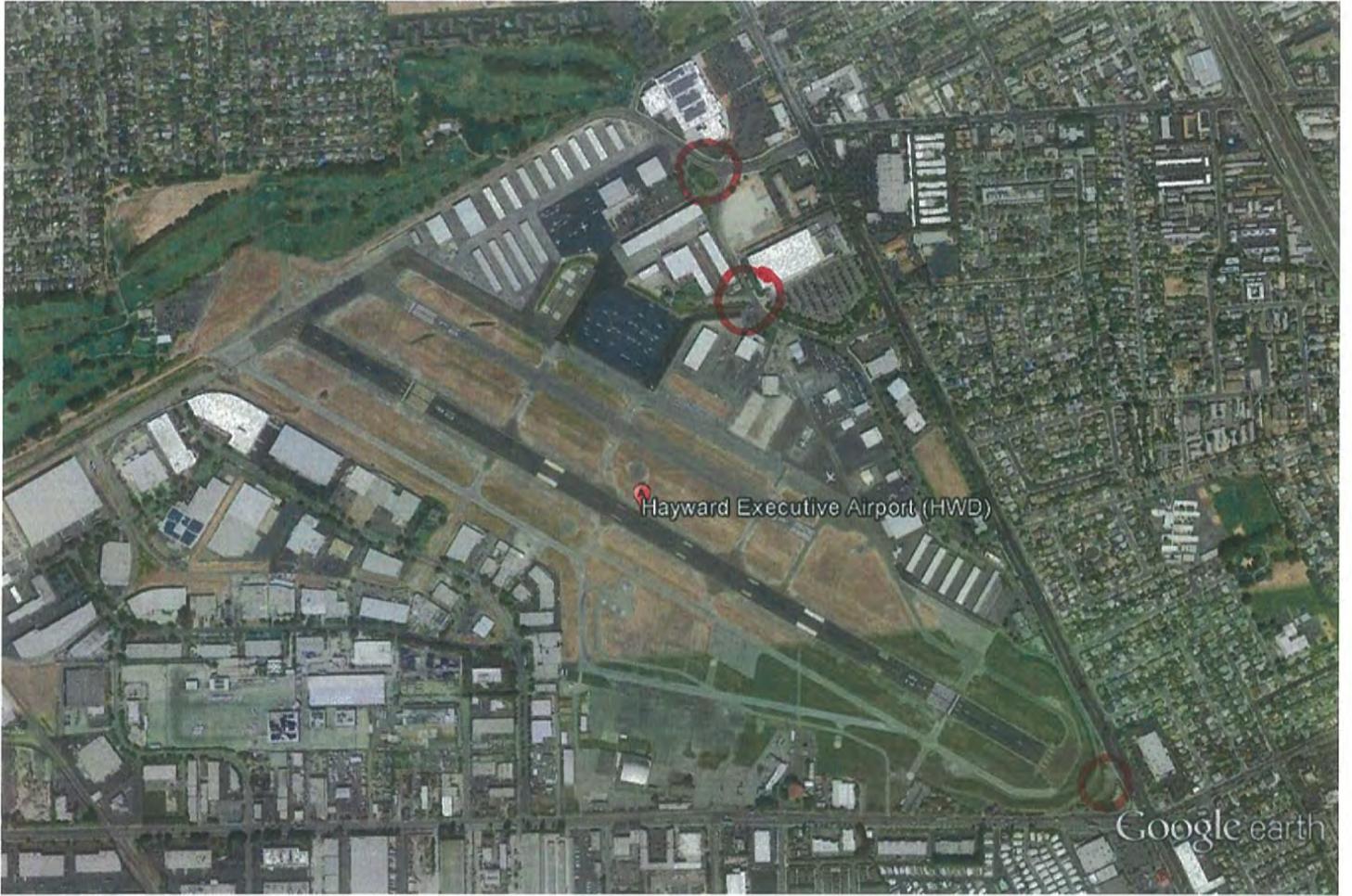
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# **HAYWARD EXECUTIVE AIRPORT**

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



Google earth

feet  
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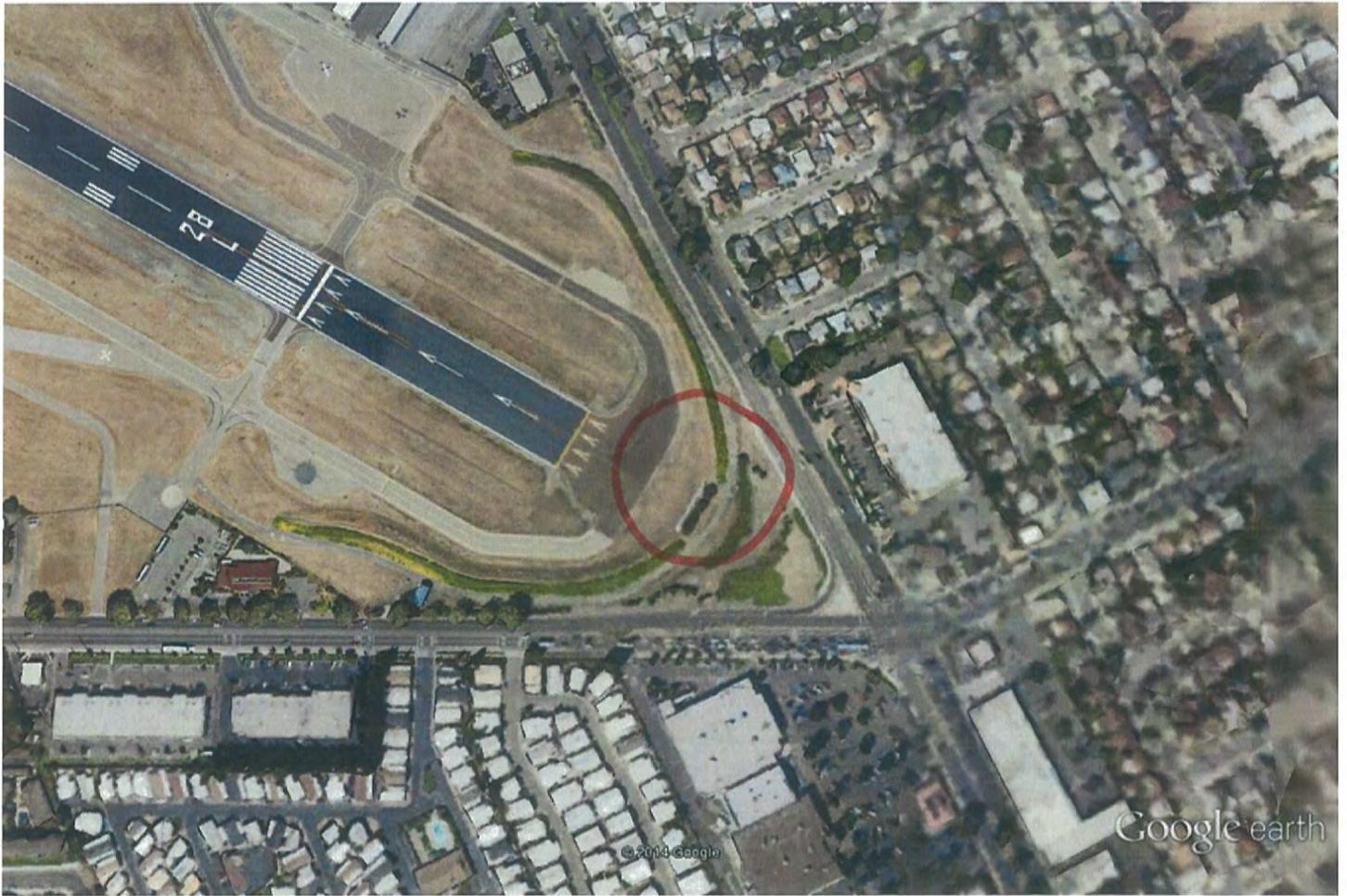




Google earth

feet  
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Google earth



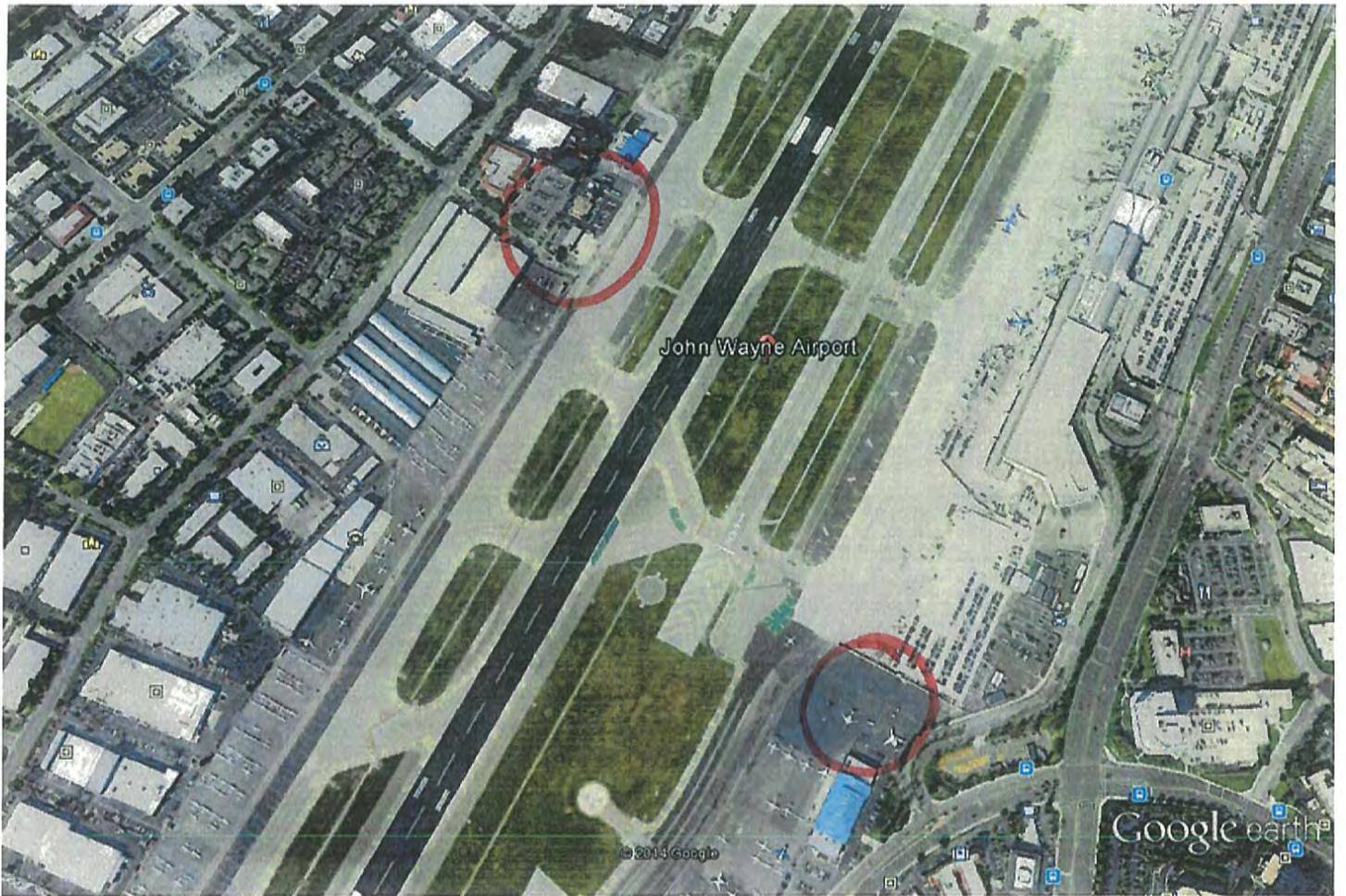
# **JOHN WAYNE AIRPORT**

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



Google earth





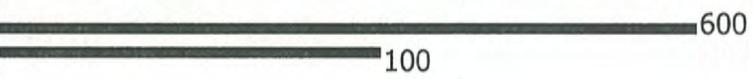
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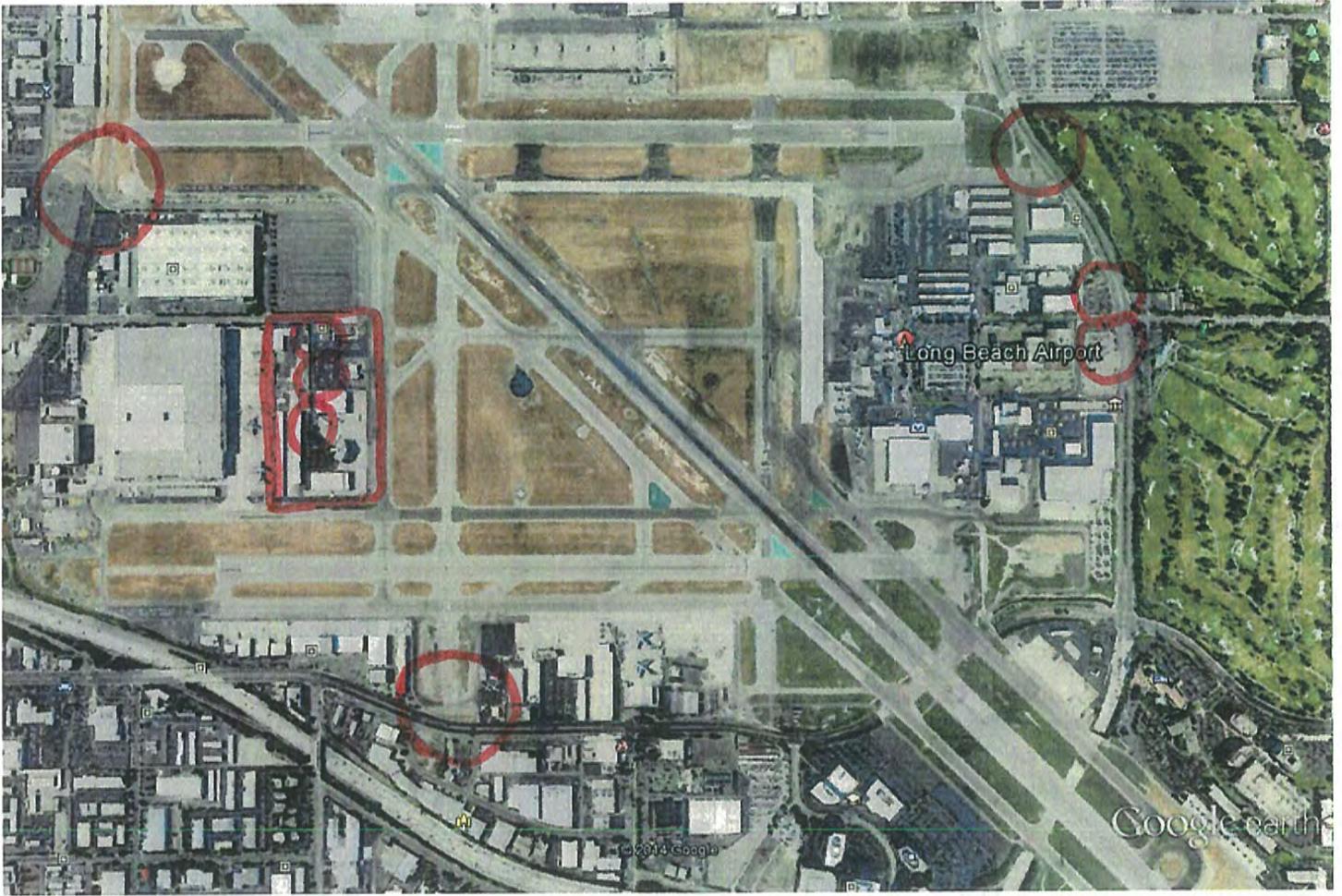
Google earth

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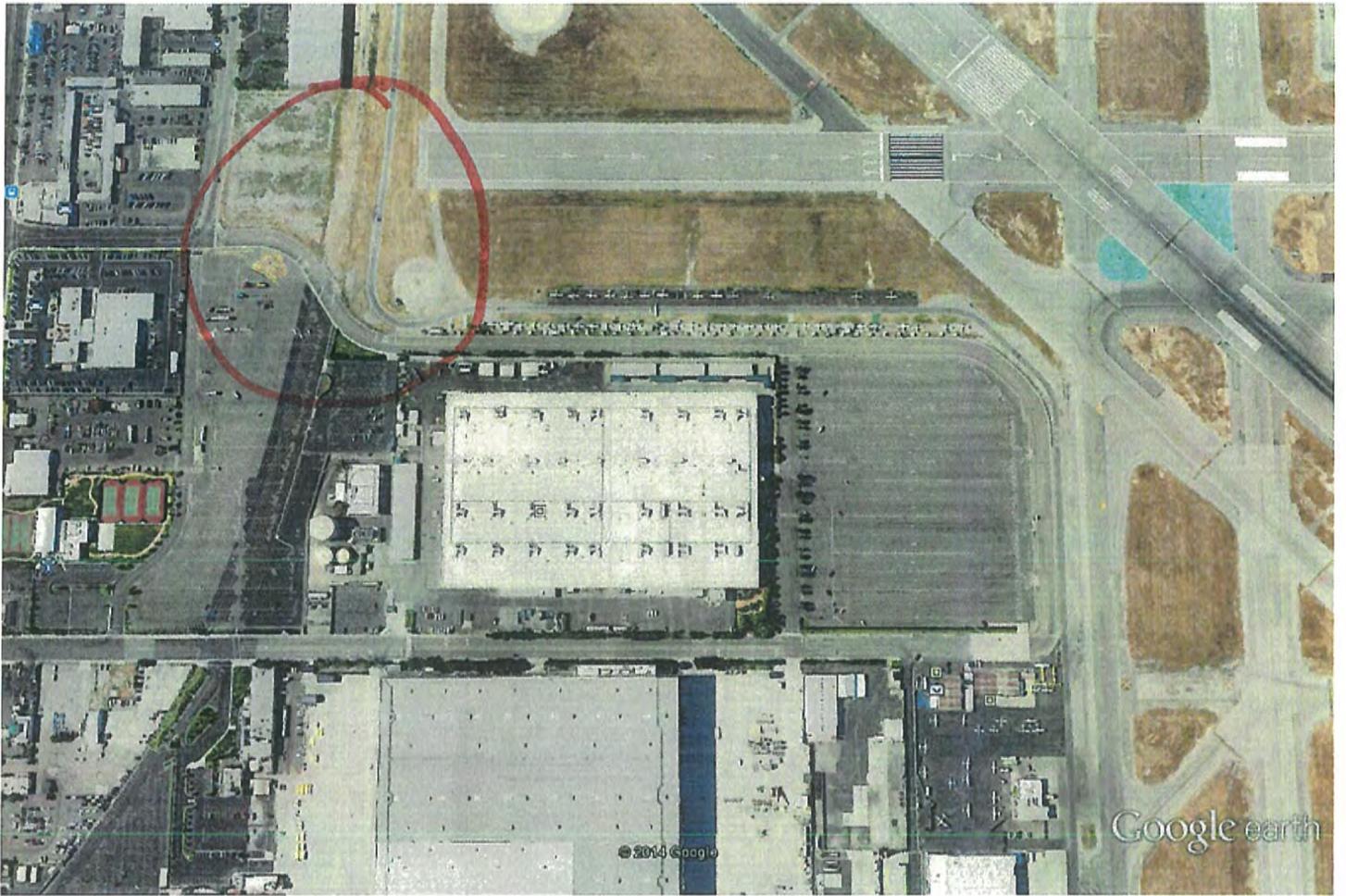
**LONG BEACH AIRPORT  
(DAUGHERTY FIELD)**

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



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Google earth

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## Long Beach Airport

Only one of the three locations on the next page is necessary.



Google earth

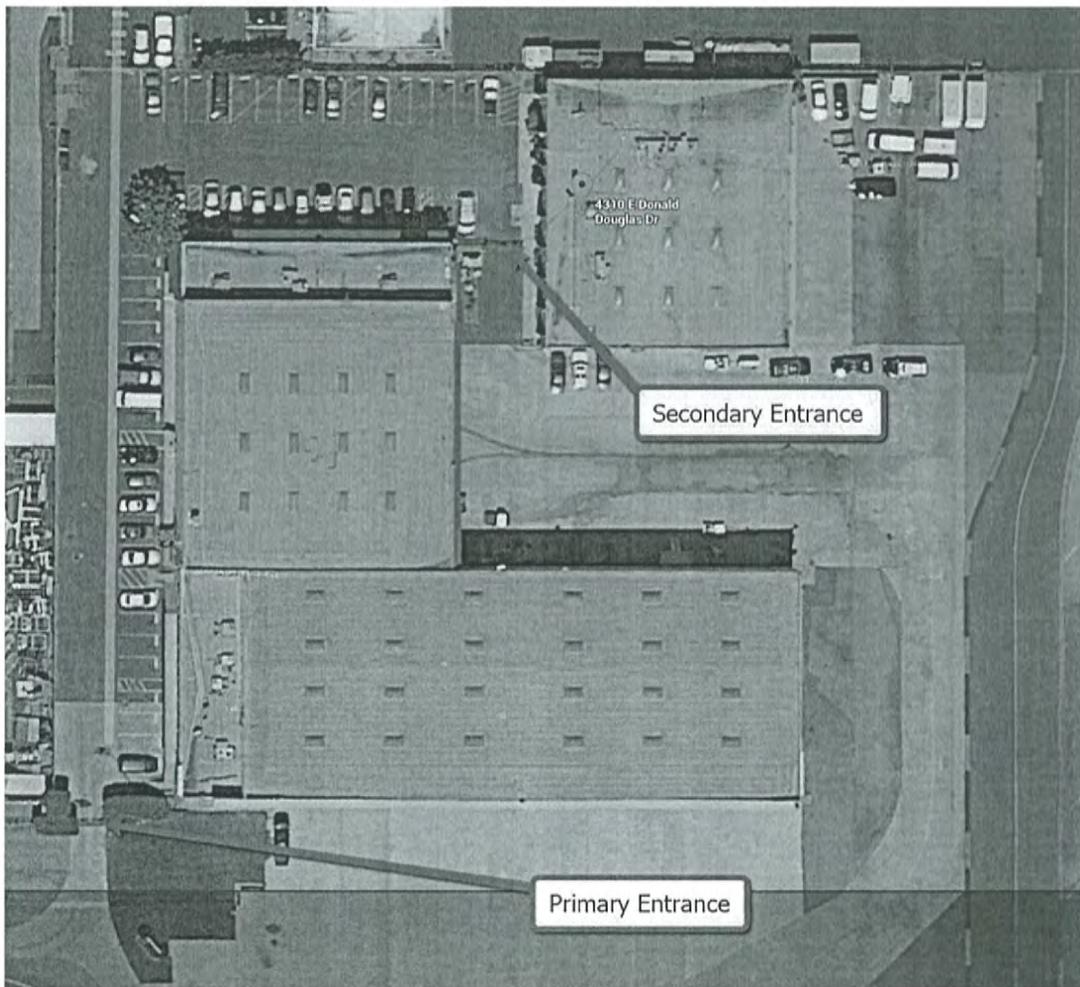
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# JFI Jets Ramp Access Gates

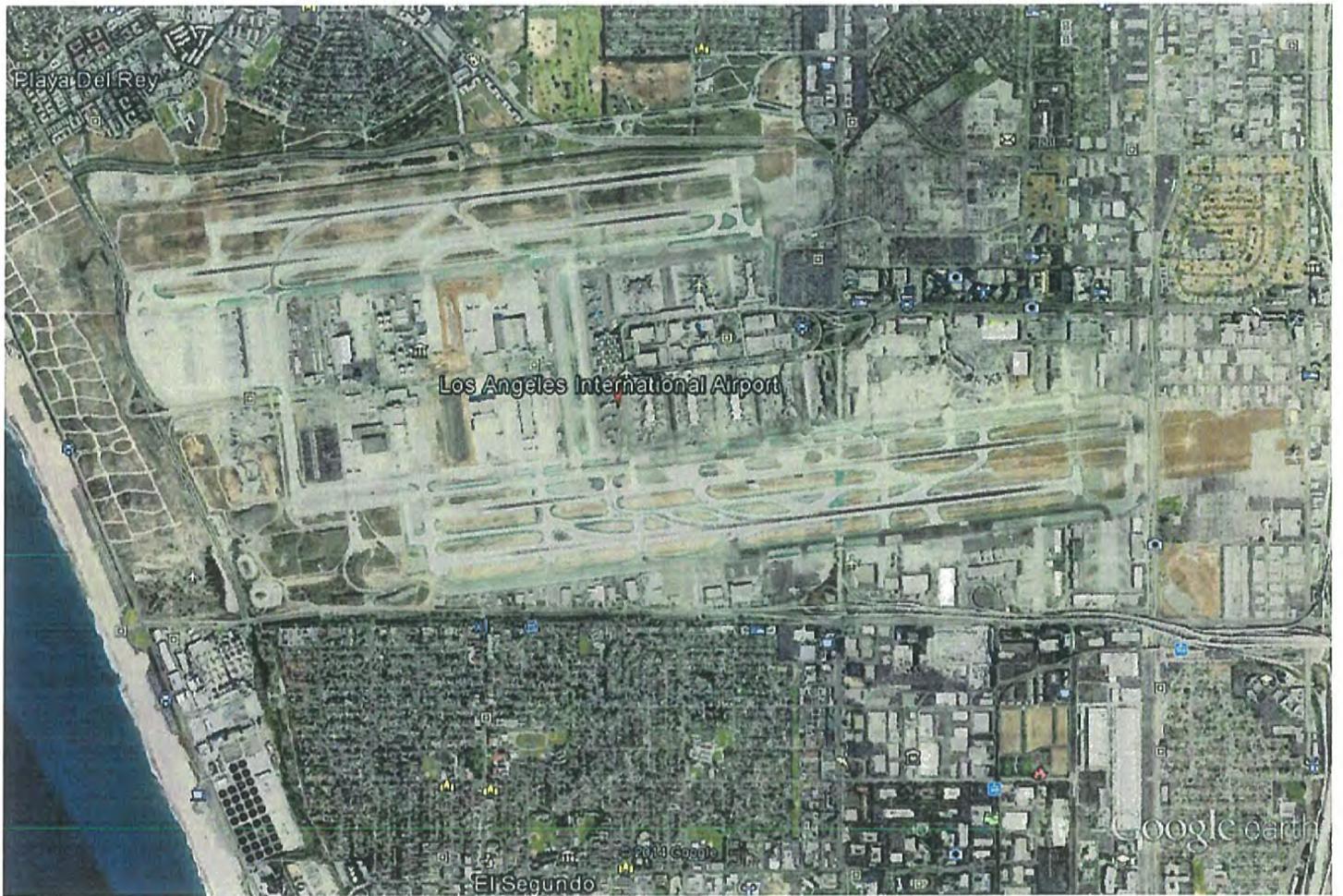
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JFI Jets property has two Ramp Access gates at the Long Beach Airport



**LOS ANGELES  
INTERNATIONAL AIRPORT**

Landmark Aviation  
Landmark Aviation GSO-SAN LLC  
Piedmont Hawthorne Aviation, LLC



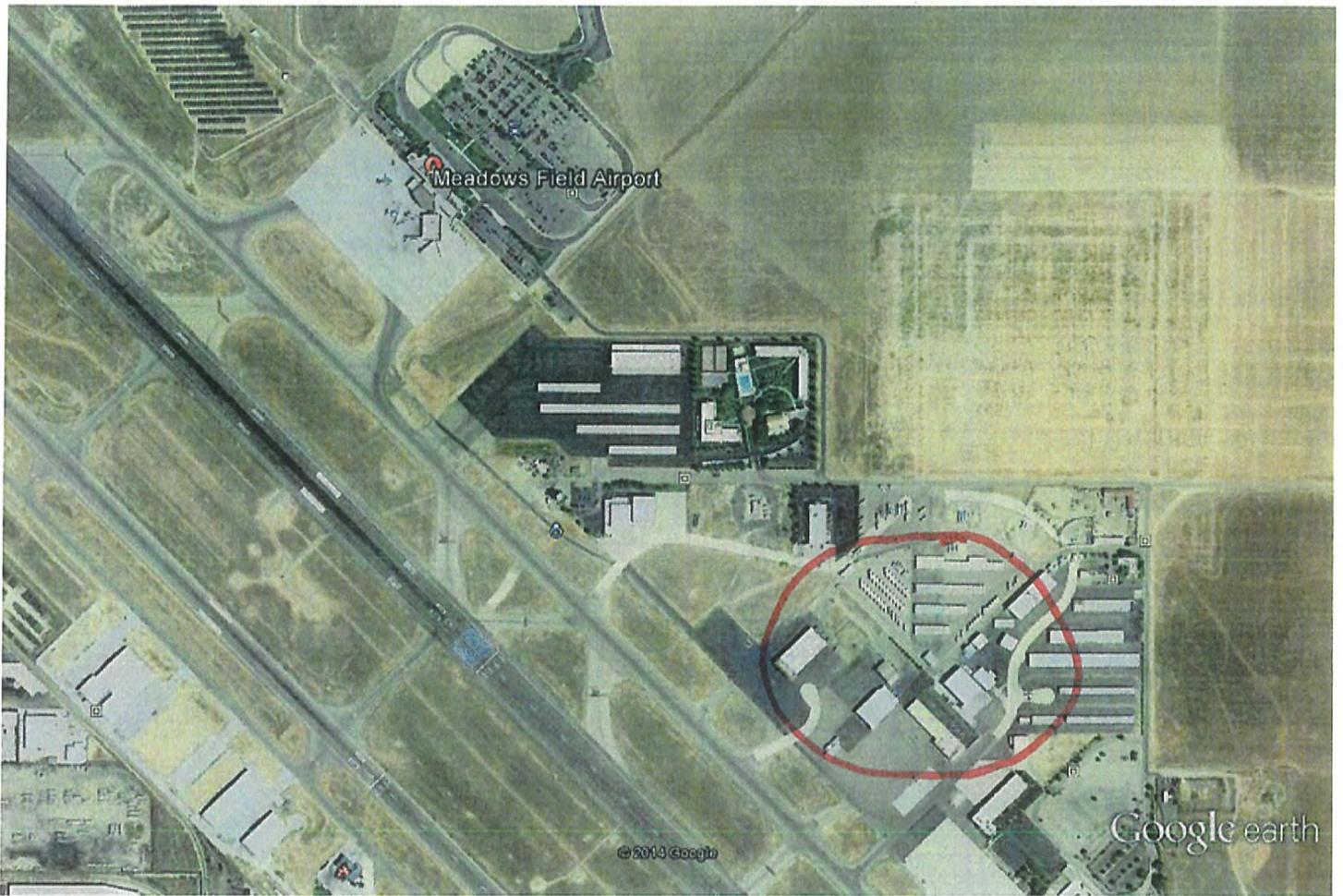
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# **MEADOWS FIELD AIRPORT**

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



Google earth





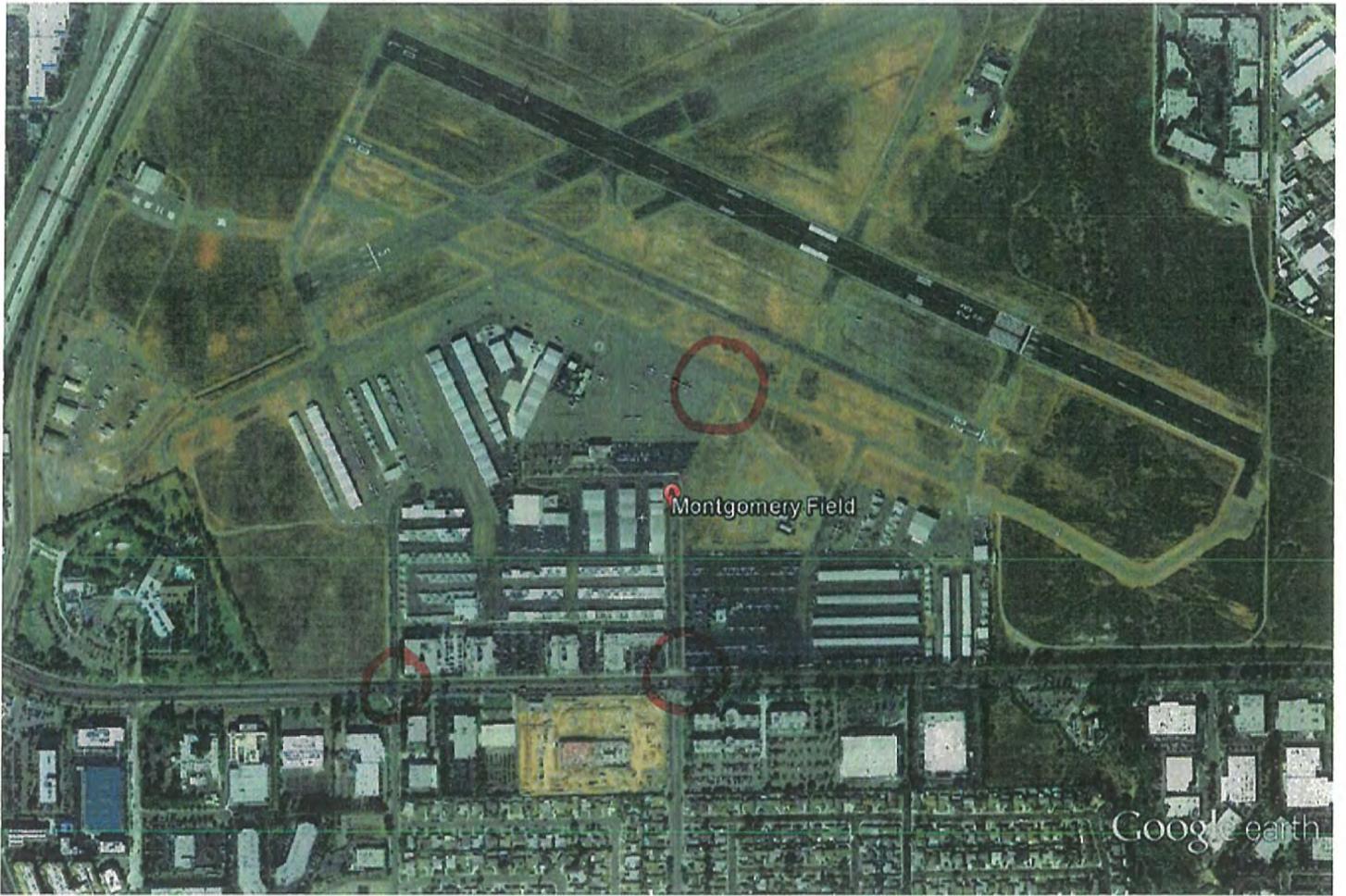
Google earth

feet  
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## **MONTGOMERY FIELD**

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



Google earth

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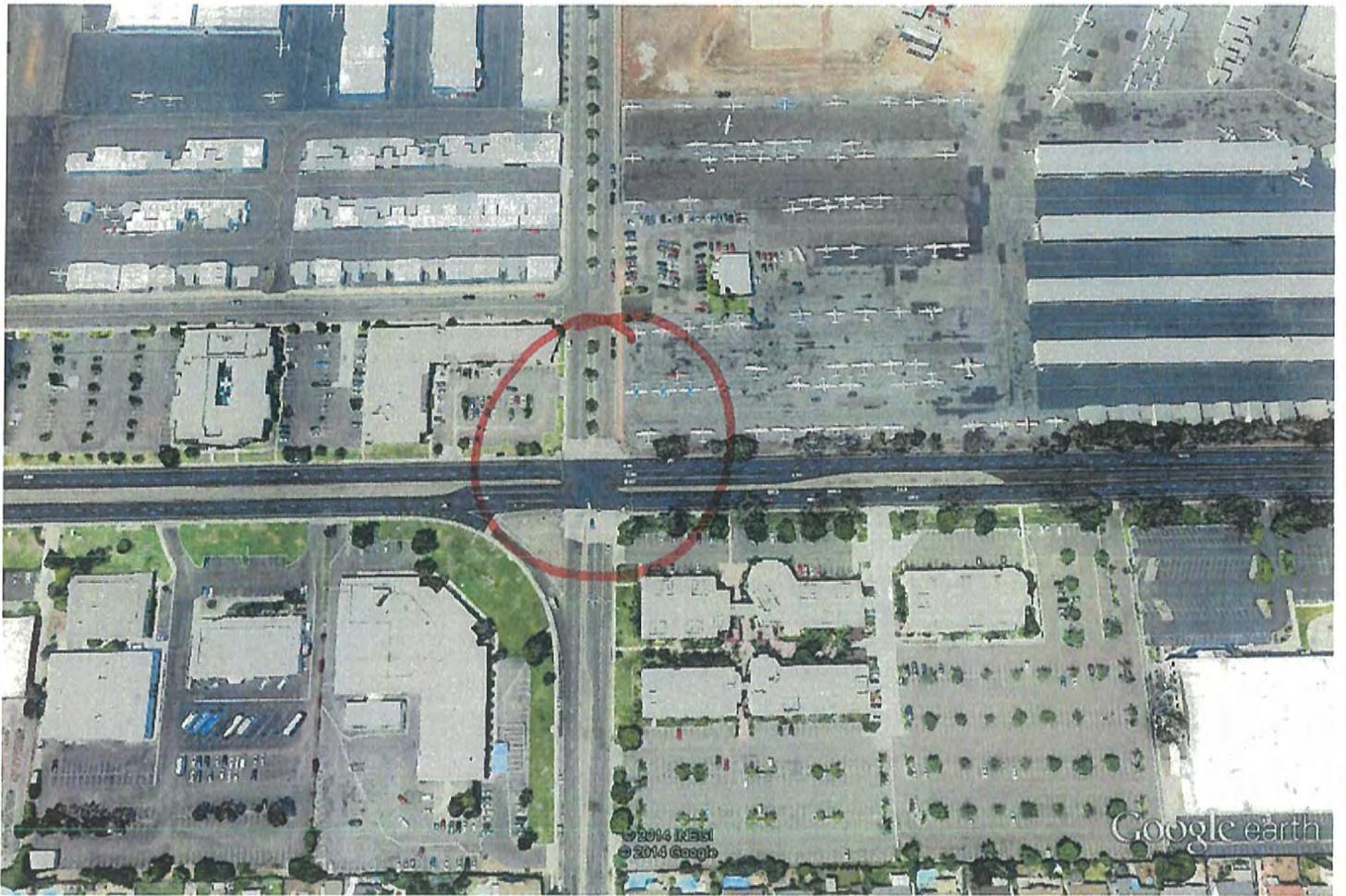




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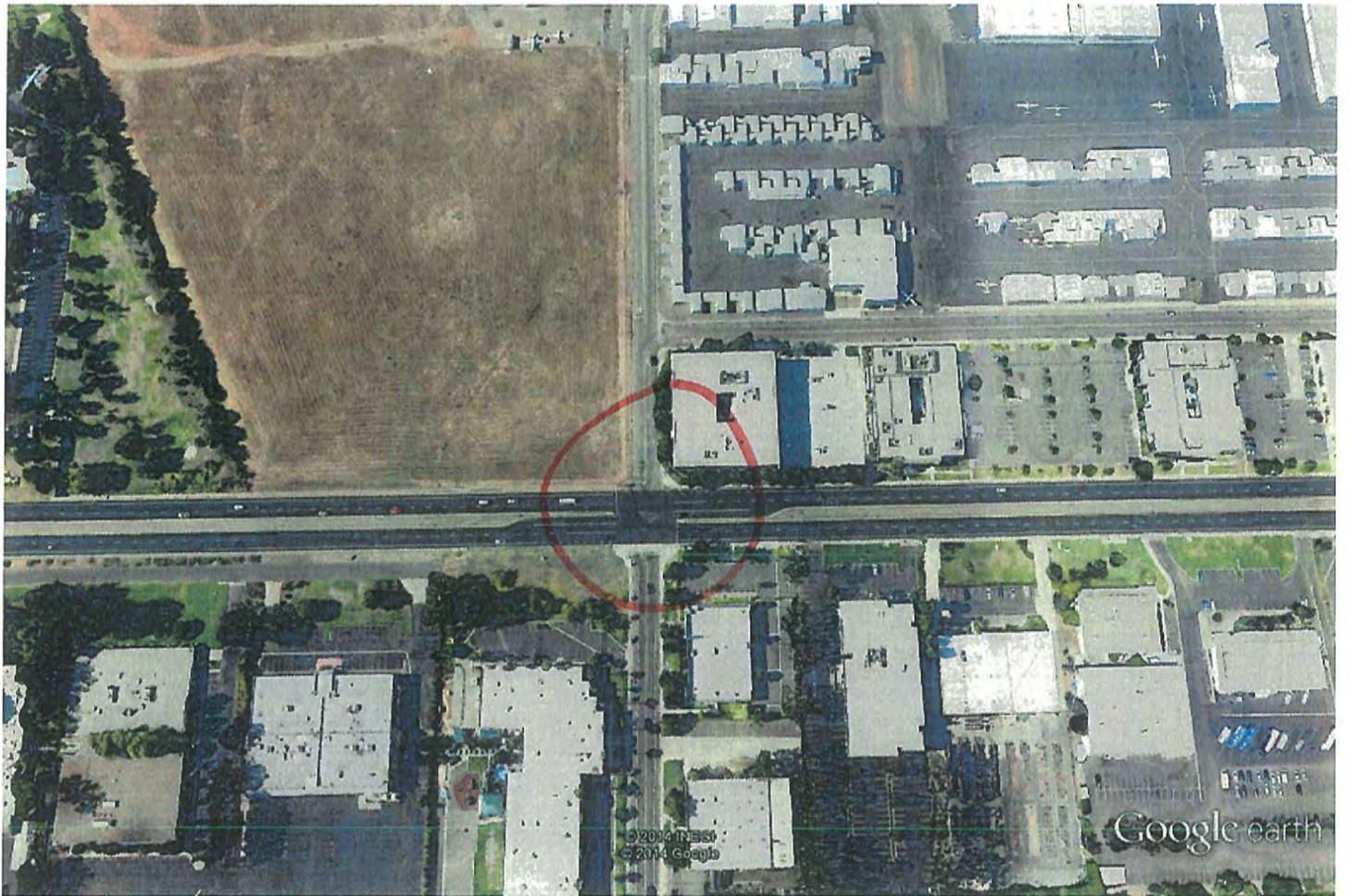




Google earth

feet  
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Google earth

feet  
meters



# **NAPA COUNTY AIRPORT**

Napa Jet Center, Inc.



Napa County Airport

© 2014 Google

Google earth

Google earth





Google earth

feet  
meters



# **OAKLAND INTERNATIONAL AIRPORT**

Business Jet Center Oakland, LP  
KaiserAir, Inc.



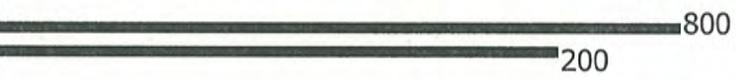
Google earth

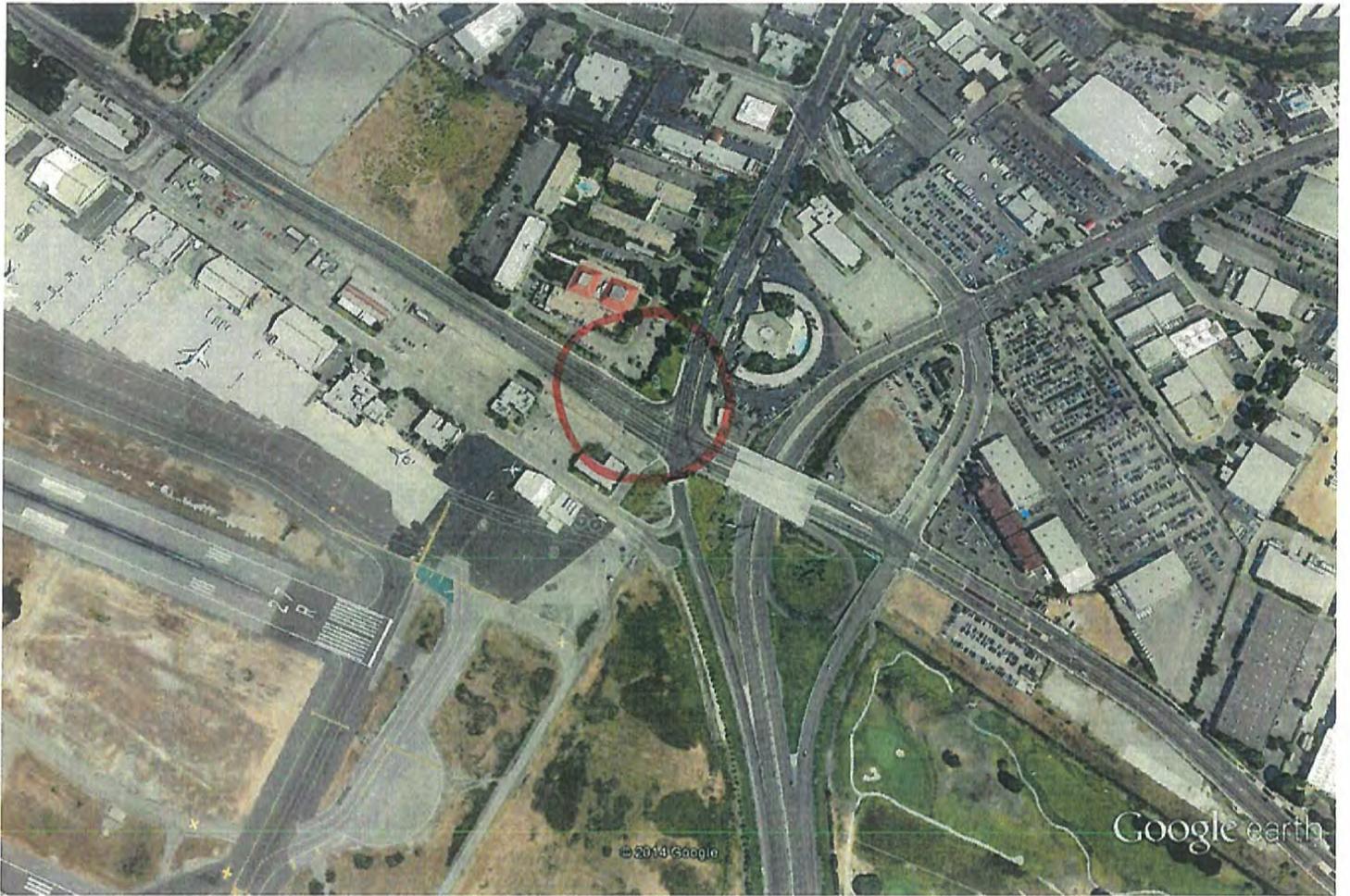




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Google earth

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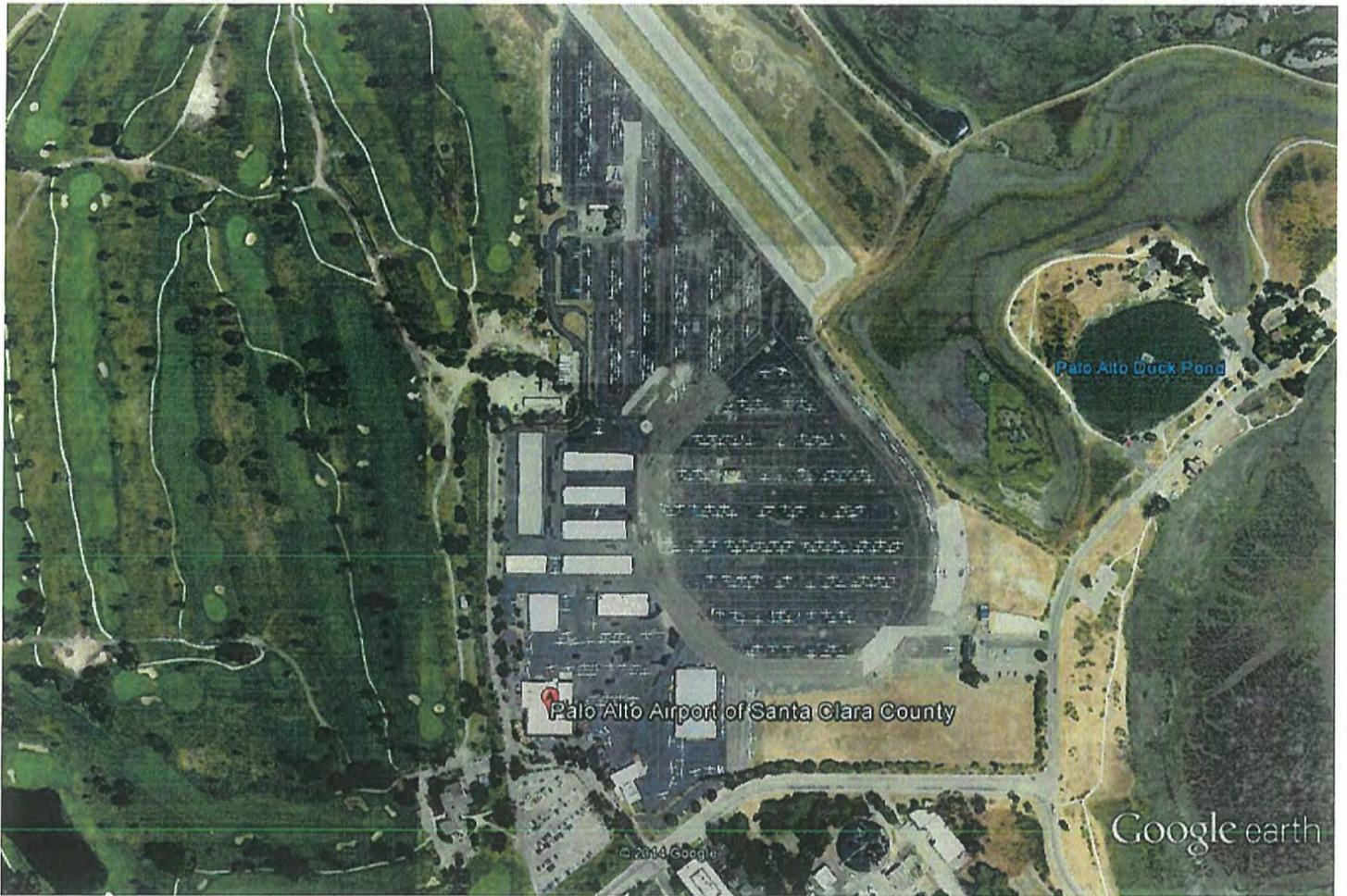


Google earth



# **PALO ALTO AIRPORT**

Rossi Aircraft, Inc.



Google earth

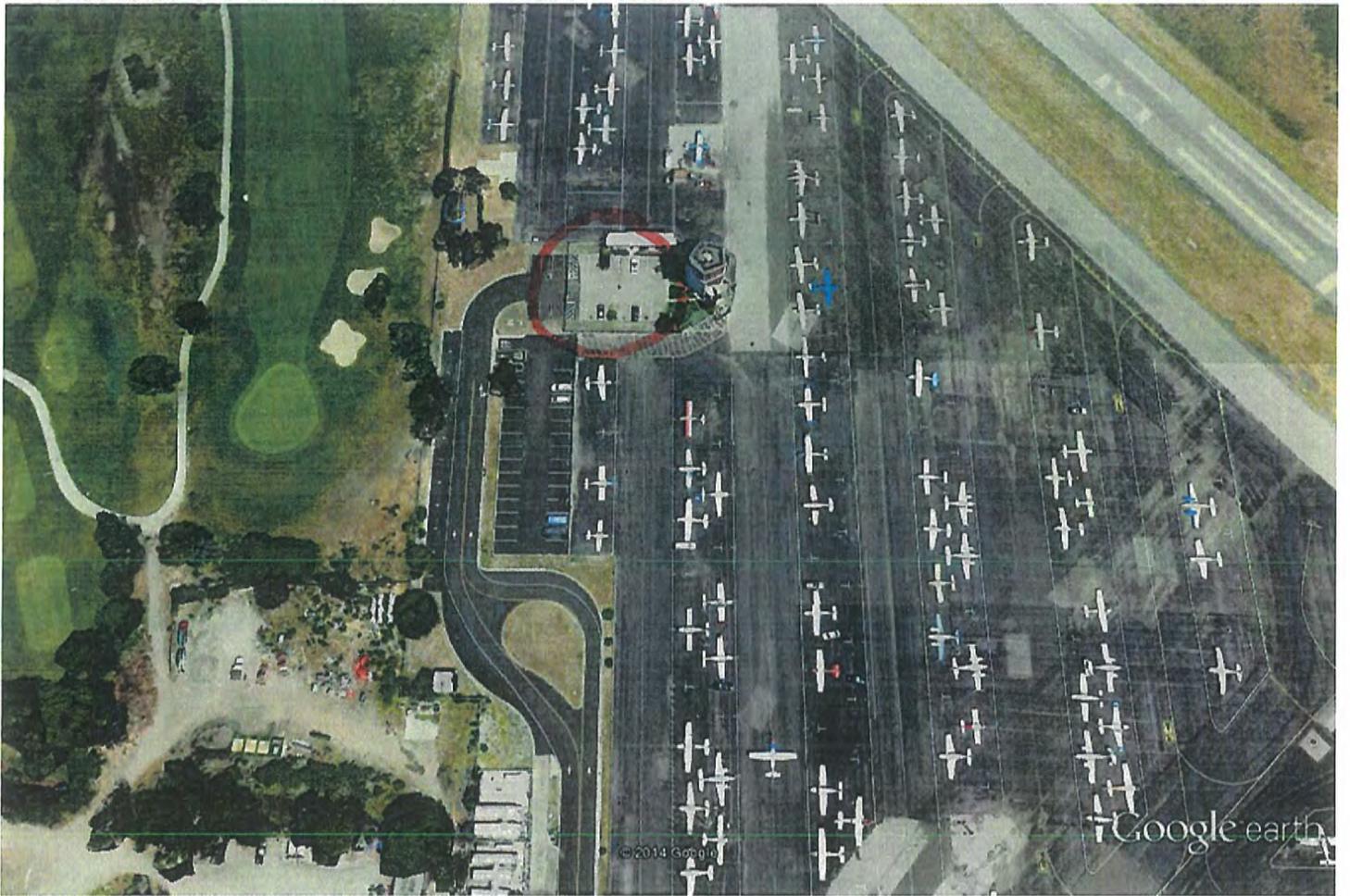
feet  
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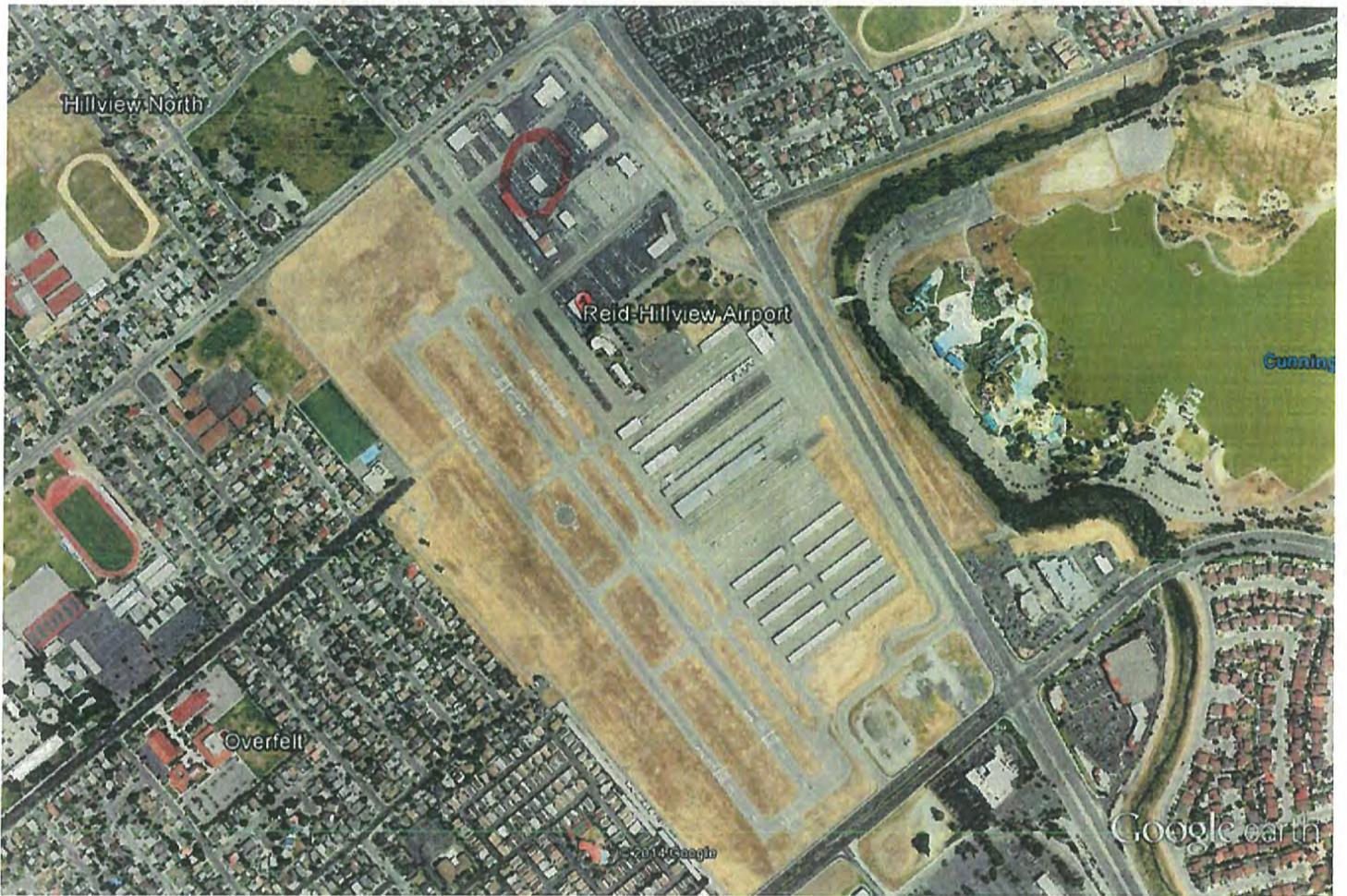
Google earth

feet  
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# **REID-HILLVIEW AIRPORT**

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



Google earth

feet  
km





Google earth

feet  
meters



# **SACRAMENTO EXECUTIVE AIRPORT**

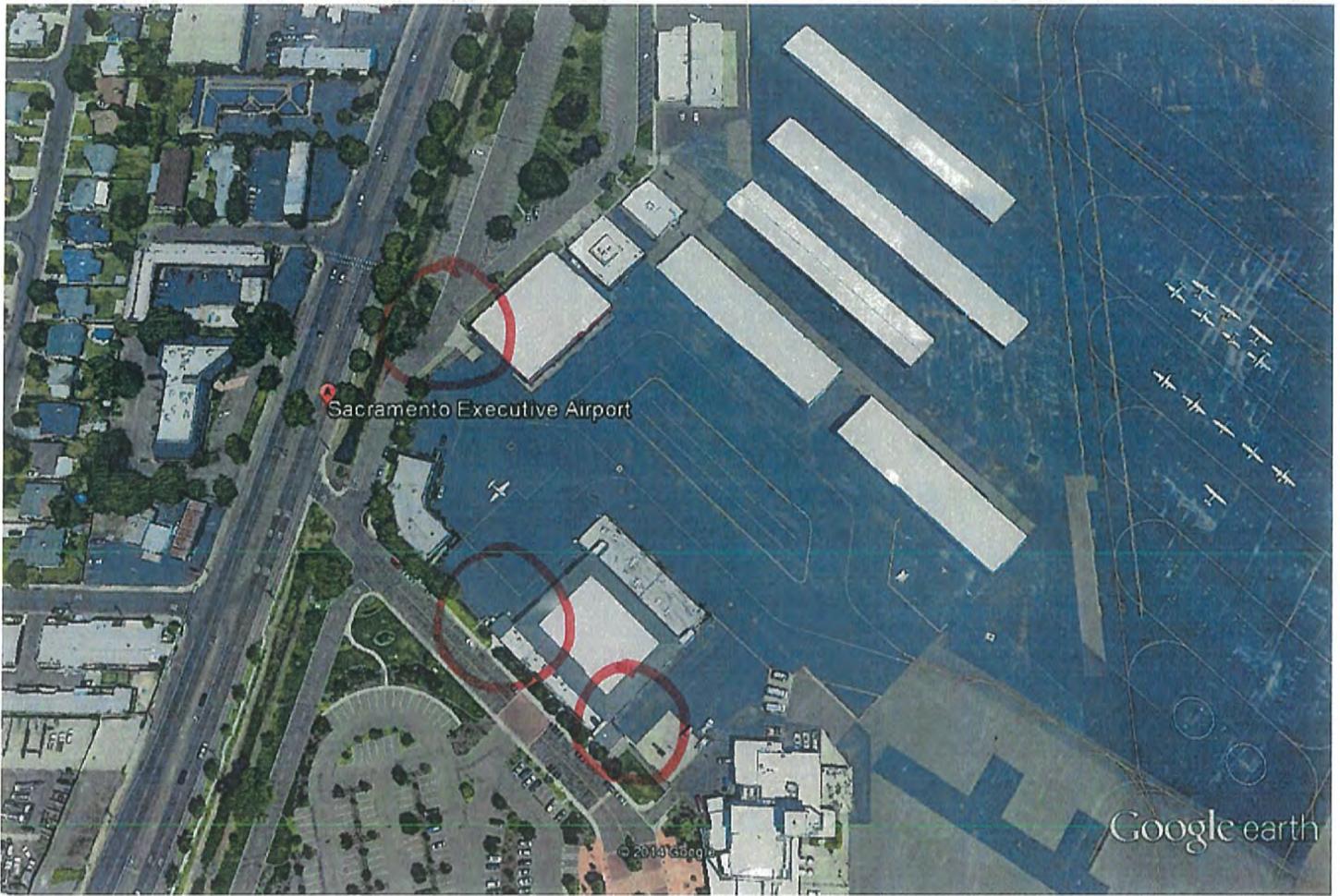
Sacramento International Jet Center, Inc.



Google earth

feet  
meters





Google earth

feet  
meters



**SAN LUIS OBISPO COUNTY  
REGIONAL AIRPORT**

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



Google earth

feet  
km

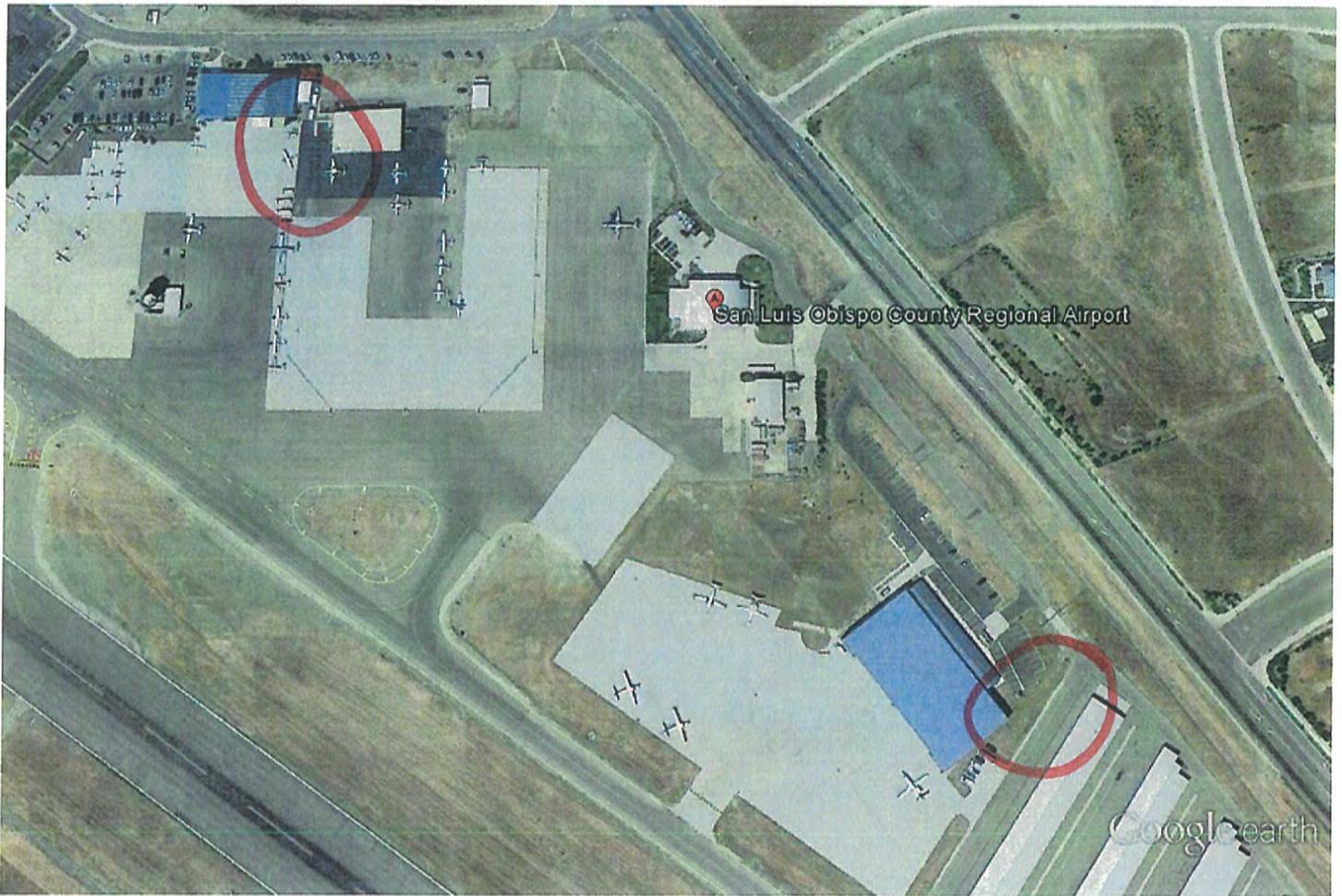




Google earth

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Google earth

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**SANTA BARBARA  
MUNICIPAL AIRPORT**

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



Google earth

feet  
km

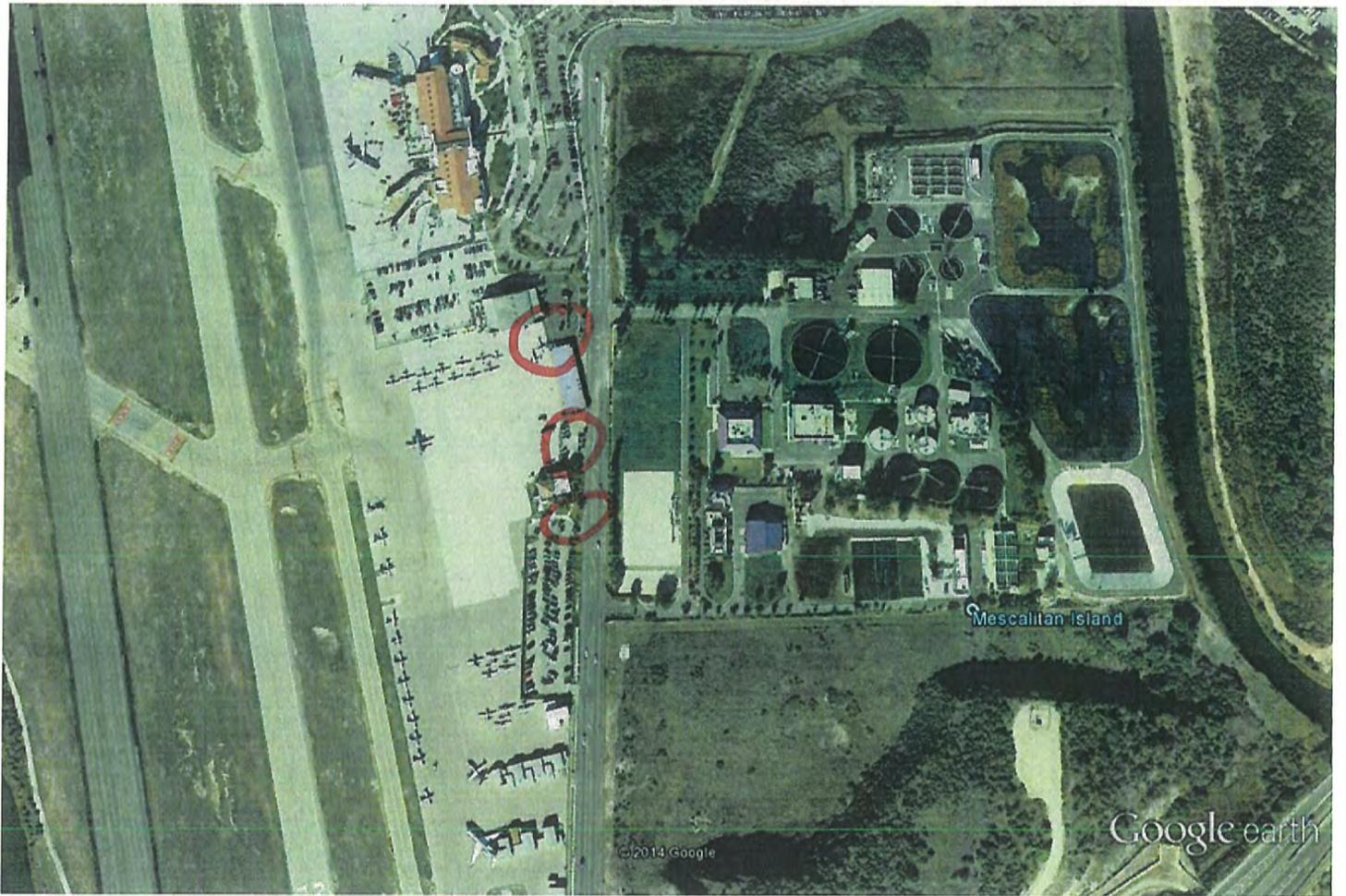




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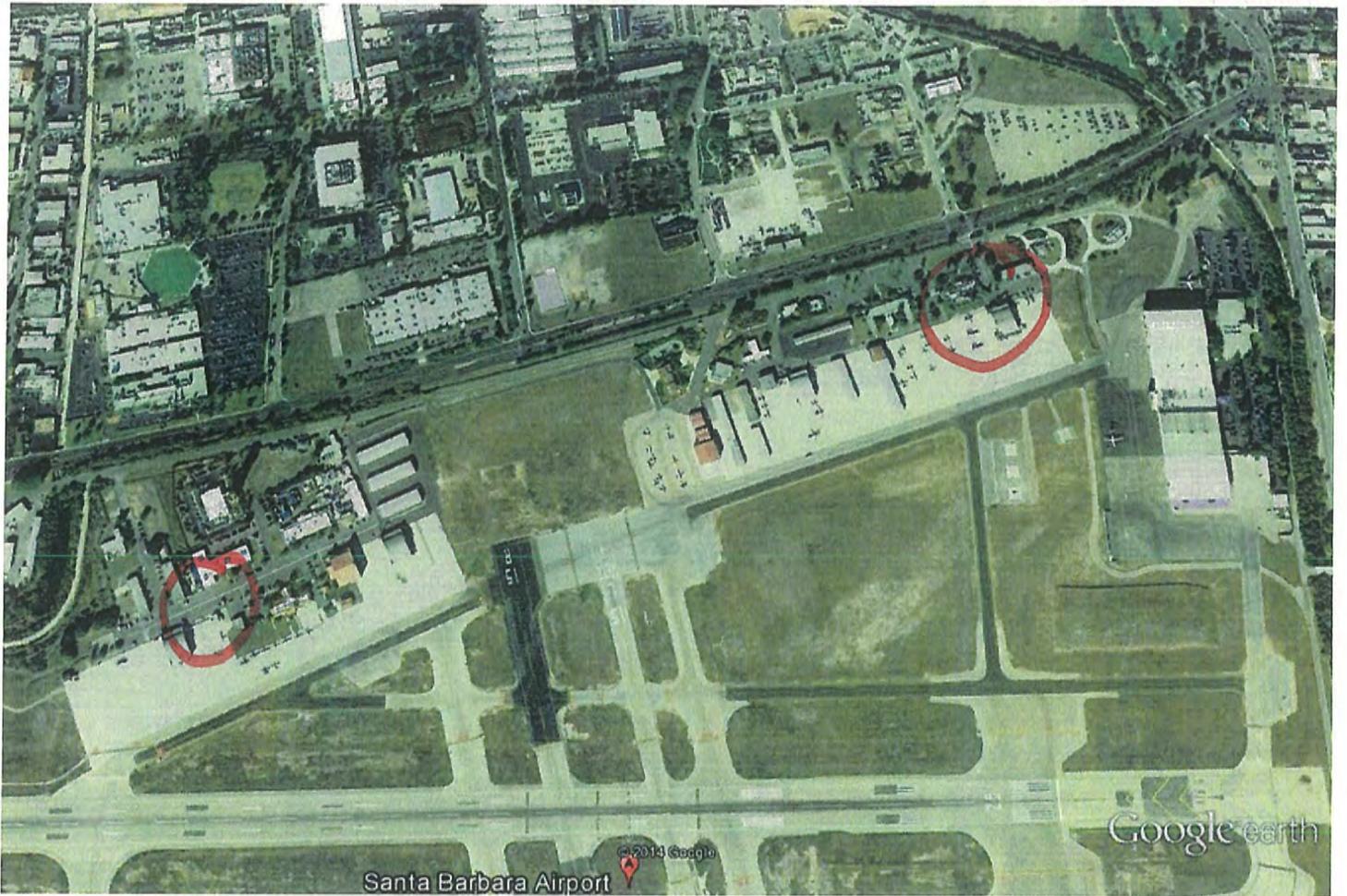




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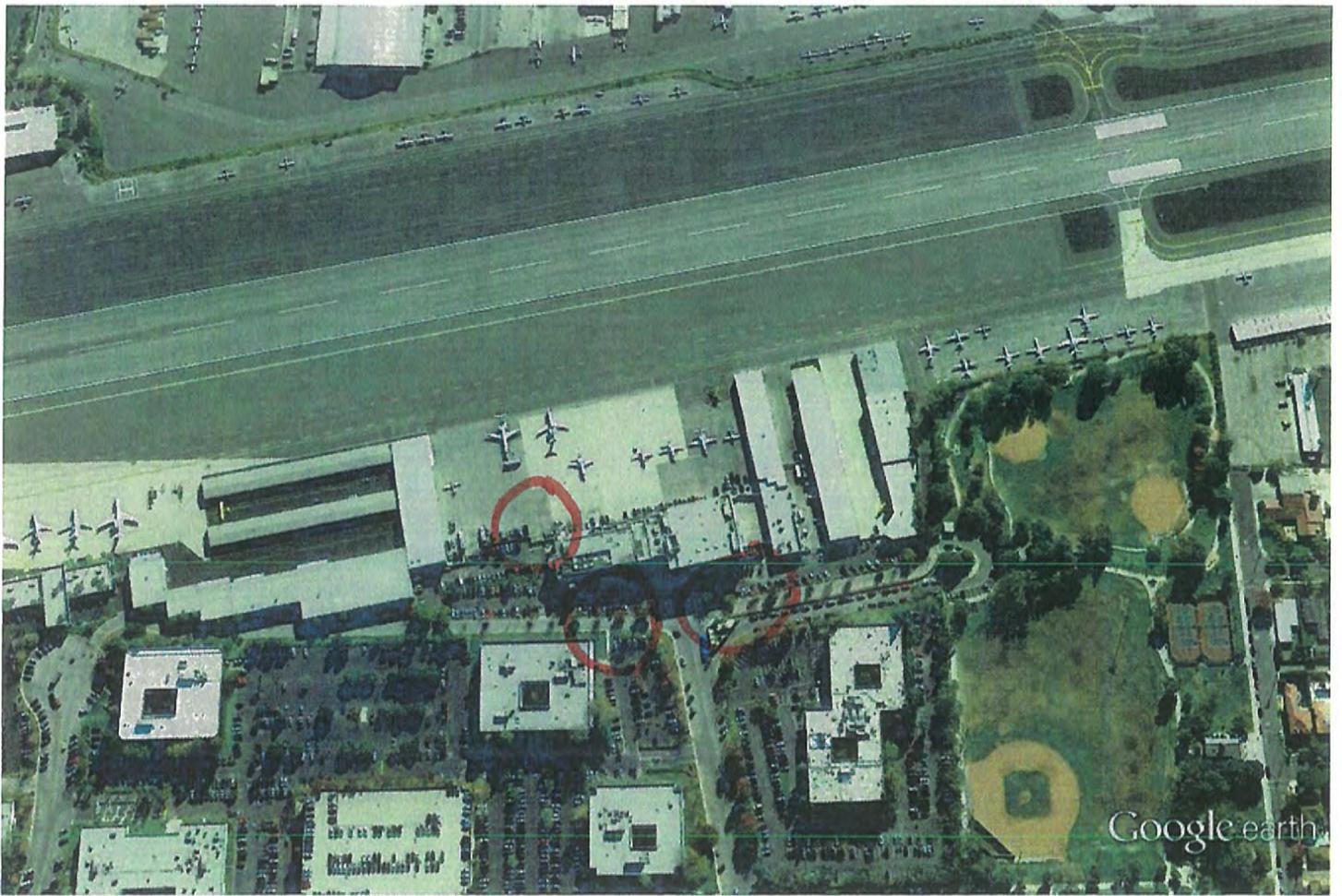
**SANTA MONICA  
MUNICIPAL AIRPORT**

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



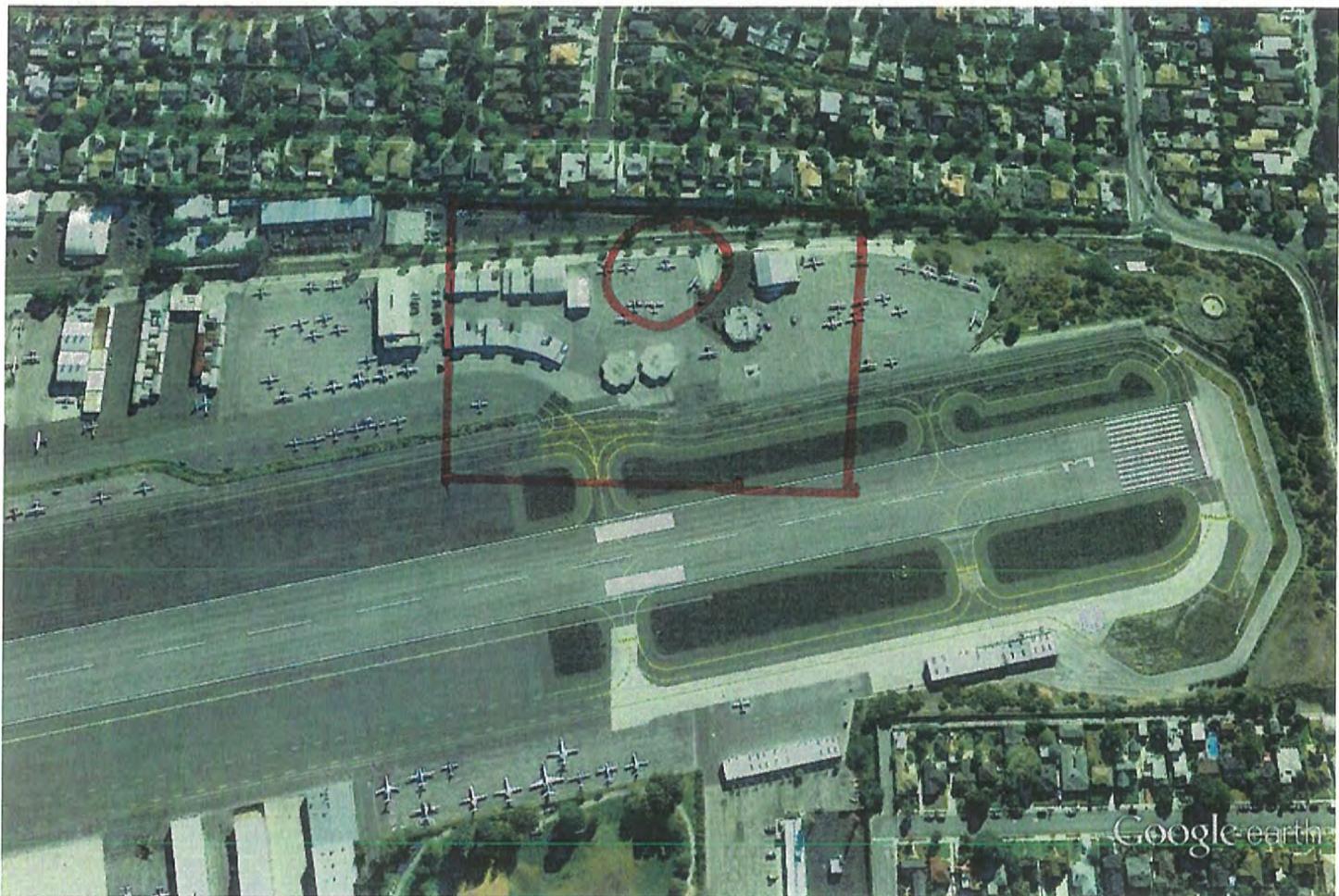
Google earth





Google earth





Google earth

feet  
meters



# **VAN NUYS AIRPORT**

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



Google earth

miles  
km

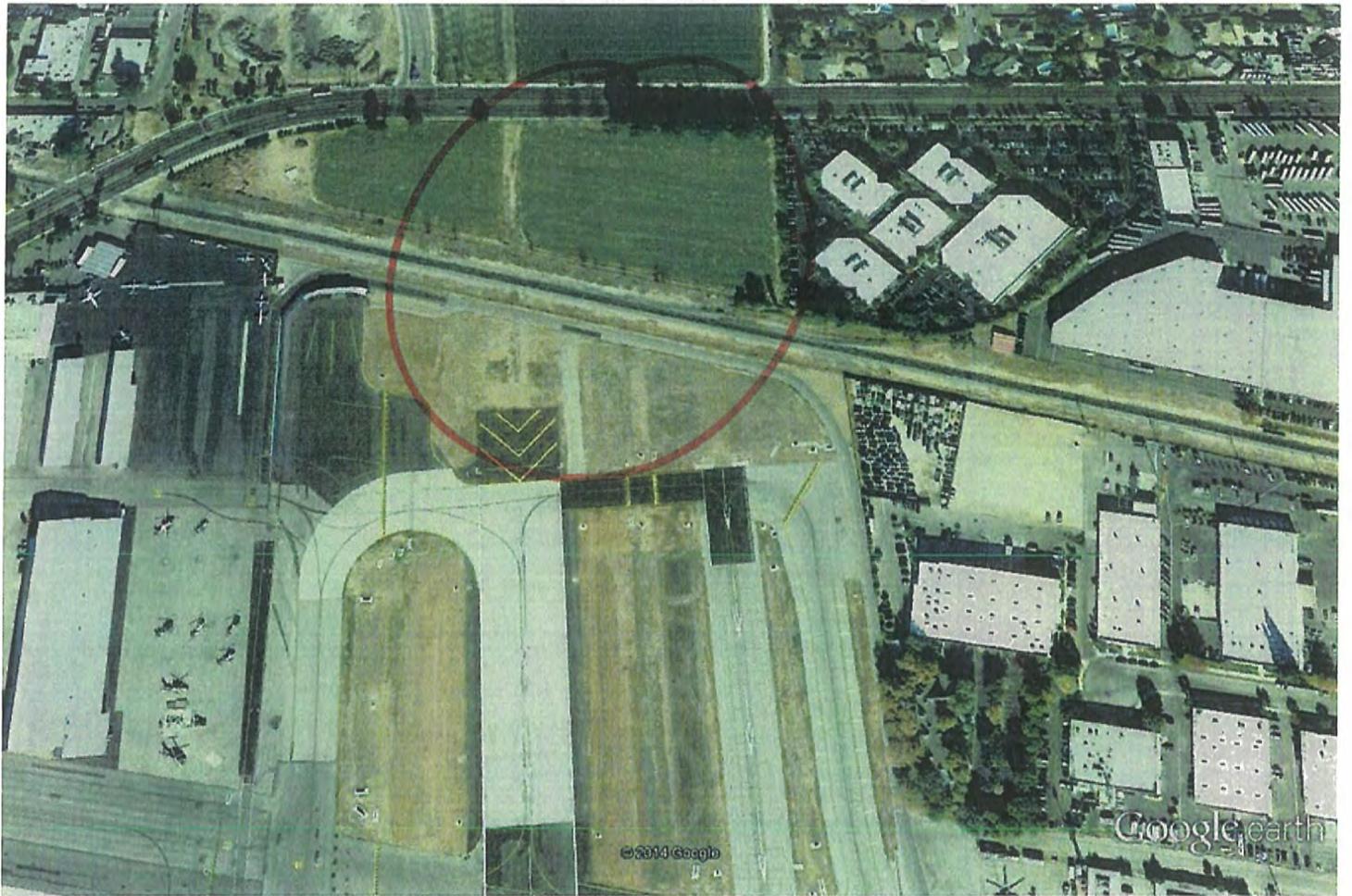




Google earth

miles  
km

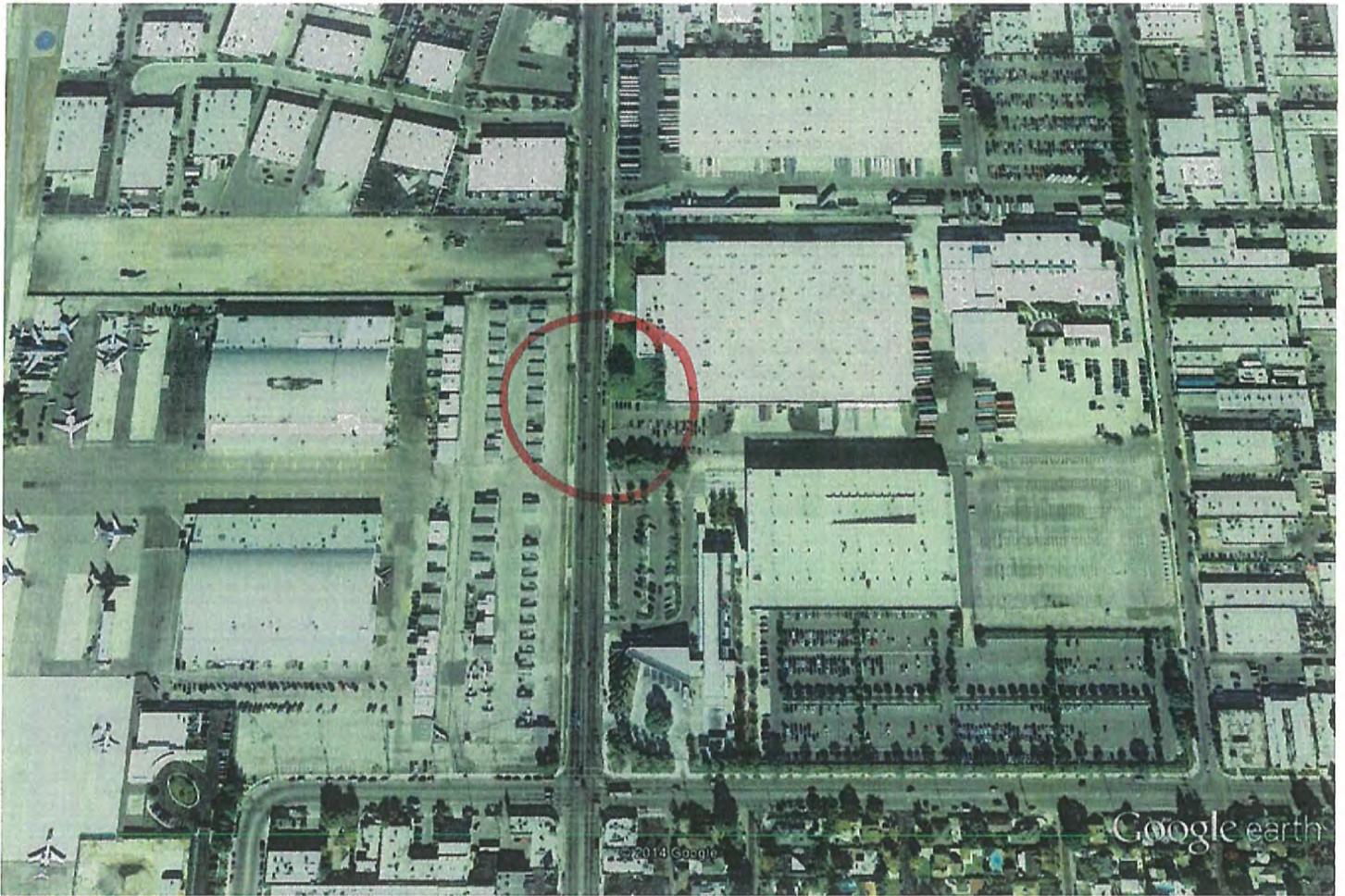




Google earth

feet  
meters





Google earth

feet  
meters

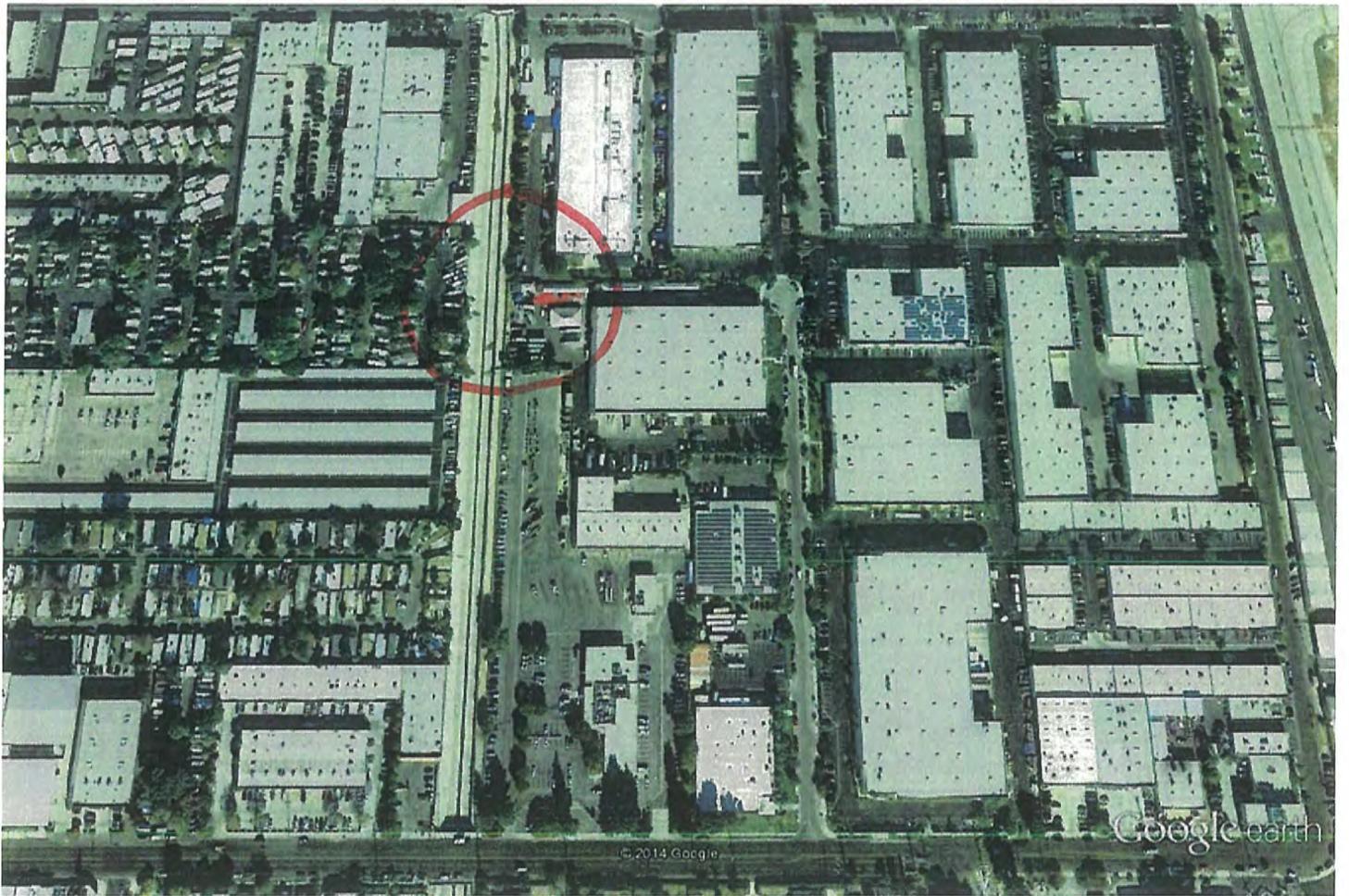




Google earth

feet  
meters





Google earth

feet  
meters





Google earth

feet  
meters



# **ZAMPERINI FIELD**

South Bay Aviation, Inc.



Google earth

feet  
km

