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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 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  
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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 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](http://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](http://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](http://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](mailto: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, 10<sup>th</sup> Floor  
23                     San Francisco, CA 94111  
24                     [trent.norris@aporter.com](mailto: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.

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**IT IS SO STIPULATED:**

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

CENTER FOR ENVIRONMENTAL HEALTH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*OTHER SIGNATORIES SHOWN ON EXHIBIT A*

**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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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:**

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

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

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

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

**IT IS SO STIPULATED.**

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

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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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:**

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

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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

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

\_\_\_\_\_

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

**IT IS SO STIPULATED.**

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: \_\_\_\_\_

9 \_\_\_\_\_  
10 E-mail: \_\_\_\_\_  
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12 **IT IS SO STIPULATED.**

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

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

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

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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: \_\_\_\_\_

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

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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 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

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
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**EXHIBIT D**  
**Signage Locations for FBO Settling Defendants**