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Attorneys for Plaintiff
RAMY KAUFLEDER EDEN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

RAMY KAUFLEDER EDEN

Plaintiff,

v.

ANABI REAL ESTATE
DEVELOPMENT, LLC; RADC
ENTERPRISES, INC., and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24CV075510

~~PROPOSED~~ ORDER ENTERING
JUDGMENT

Date: January 21, 2025
Time: 2:30 p.m.
Dept. 517 Hayward Hall of Justice
Judge: Hon. Keith Fong
Res. ID: 890477475855

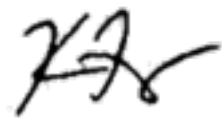
Complaint Filed: May 14, 2024

FILED
Superior Court of California
County of Alameda
01/21/2025
Clad Flake, Executive Officer / Clerk of the Court
By: Melisa Callender Deputy
M. Callender

1 After consideration of the papers submitted and arguments presented, this Court finds that the
2 terms of the Proposed Stipulated Consent Judgment attached as Exhibit A hereto meet the criteria
3 established by California Health & Safety Code section 25249.7.

4 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the terms of the Proposed
5 Stipulated Consent Judgment attached as Exhibit A hereto are approved and, pursuant to California
6 Code of Civil Procedure section 664.6, judgment is hereby entered in accordance with such terms. By
7 written request of the parties, the Court will retain jurisdiction pursuant to California Code of Civil
8 Procedure section 664.6 to enforce the settlement.

9 **IT IS SO ORDERED.**



10
11 Dated: 01/21/2025

12 Keith Fong / Judge
13 JUDGE OF THE SUPERIOR COURT

Exhibit A

1 JARRETT CHARO APC
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8 Attorneys for Plaintiff
9 RAMY KAUFLE EDEN

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ALAMEDA
13

14 RAMY KAUFLE EDEN

15 Plaintiff,

16 v.

17 ANABI REAL ESTATE
18 DEVELOPMENT, LLC; RADC
19 ENTERPRISES, INC., and DOES 1
through 50, inclusive,

20 Defendants.
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Case No.: 24CV075510

~~PROPOSED~~ STIPULATED CONSENT
JUDGMENT

1 Plaintiff RAMY EDEN (“Plaintiff”) and defendants ANABI REAL ESTATE
2 DEVELOPMENT, LLC and RADC ENTERPRISES, INC. (“Defendants”) hereby enter into this
3 Stipulated Consent Judgment (“Consent Judgment”) as follows:

4 WHEREAS: On or about July 11, 2023, pursuant to California Health & Safety Code section
5 25249.5, *et seq.* (“Proposition 65”), Plaintiff served the California Attorney General, the Alameda
6 County District Attorney (collectively, “Public Prosecutors”), and Defendants with a 60-Day Notice
7 of Violation regarding the service station located at 285 Hegenberger Road in Oakland, California
8 (“Hegenberger Location”) and a 60-Day Notice of Violation regarding the service station located at
9 4530 Las Positas Road in Livermore, California (“Las Positas Location”);

10 WHEREAS the Hegenberger Location and the Las Positas Location are collectively referred
11 to herein as the “Subject Locations”;

12 WHEREAS: The 60-Day Notices of Violation alleged that Defendants were required but failed
13 to provide warnings with respect to Unleaded Gasoline at the Subject Locations which sufficiently
14 complied with the requirements of Proposition 65;

15 WHEREAS: No Public Prosecutor commenced an enforcement action concerning the
16 allegations in the 60-Day Notices of Violation;

17 WHEREAS: On or about May 14, 2024, Plaintiff filed a civil complaint against Defendants
18 in the above-entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at
19 the Subject Locations (“Complaint”);

20 WHEREAS: Defendants deny Plaintiff’s allegations in the 60-Day Notices of Violation and in
21 the Complaint and deny that they have otherwise violated Proposition 65 or engaged in any
22 wrongdoing whatsoever;

23 WHEREAS: Plaintiff and Defendants wish to resolve their differences without the delay,
24 uncertainty, and expense of litigation;

25 NOW THEREFORE BE IT RESOLVED AND AGREED UPON AS BETWEEN PLAINTIFF
26 ACTING IN THE PUBLIC INTEREST AND DEFENDANTS AS FOLLOWS:

27 **1. JURISDICTION, VENUE, AND DEFENDANTS’ DENIAL OF LIABILITY**

28 1.1 For purposes of this Consent Judgment, Plaintiff and Defendants (collectively, the

1 “Parties”) agree that: This Court has jurisdiction over the allegations contained within the Complaint;
2 Venue of this matter is proper in the County of Alameda; and this Court has jurisdiction to enter this
3 Consent Judgement as a full and final resolution of all claims which were or could have been raised
4 in the Complaint and/or the 60-Day Notices of Violation and through the date of this Judgment with
5 respect to any purported violation of Proposition 65 arising out of an exposure to unleaded gasoline at
6 the Subject Locations (“Proposition 65 Claims”).

7 1.2 The Parties enter into this Consent Judgment as a full and final settlement of the
8 Proposition 65 Claims for the purpose of avoiding prolonged and costly litigation and of resolving the
9 issues raised therein both as to past and future conduct. By execution of this Consent Judgment and
10 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of
11 law. Defendants’ compliance with the Consent Judgment shall not be construed as an admission by
12 Defendants of any fact, conclusion of law, or violation of law. Defendants deny the material, factual,
13 and legal allegations in the 60-Day Notices of Violation and the Complaint and expressly deny any
14 wrongdoing whatsoever.

15 **2. APPLICATION OF THIS CONSENT JUDGMENT AND EFFECTIVE DATE**


16 2.1 The locations covered by this Consent Judgment are the Subject Locations. This
17 Consent Judgment may apply to and benefit the Parties, Anabi Oil Corporation and their respective
18 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
19 franchisees, licensees, customers, distributors, wholesalers, retailers, any operators of the Subject
20 Locations, tenants, landlords, predecessors, successors, and assigns, and/or any other person or party
21 who may be subject to any Proposition 65 Claims related to the Subject Locations.

22 2.2 “Effective Date” shall mean, with respect to this Consent Judgment, the date on which
23 the Court approves and enters the Consent Judgment.

24 **3. INJUNCTIVE RELIEF**

25 3.1 Clear and Reasonable Warning. As of the Effective Date, Defendants shall cause to be
26 posted at each of the Subject Locations a clear and reasonable exposure warning consistent with
27 California Health and Safety Code section 25249.6 as set forth in this section 3.1.

28 The warning shall consist of the following text:

1  **WARNING:** Breathing the air in this area or skin contact with petroleum products
2 can expose you to chemicals including benzene, motor vehicle exhaust and carbon
3 monoxide, which are known to the State of California to cause cancer and birth
4 defects or other reproductive harm. Do not stay in this area longer than necessary.
5 For more information go to www.P65Warnings.ca.gov/service-station

6 The words “**WARNING:**” shall be in all capital letters and in bold font, followed by a
7 colon. The warning symbol to the left of the words “**WARNING:**” shall be a black exclamation
8 point in a yellow equilateral triangle with a black outline. The symbol must be in a size no smaller
9 than the height of the words “**WARNING:**”.

10 The warning shall be posted on a sign at, or on, each gas pump at the Subject Locations and
11 the warning must be printed in no smaller than 22-point type and be enclosed in a box. If other
12 signage at a Subject Location is provided for the public in a language other than English, the
13 warning must be provided at that Subject Location in English and that other language.

14 3.2 Changes to Proposition 65. If, after the Effective Date, changes are enacted to
15 Proposition 65 or its implementing regulations which require the use of additional or different
16 information on any warning applicable to the Subject Locations (“New Warnings”), the Parties agree
17 that the New Warnings may be used in place of the warnings set forth in section 3.1 and/or may take
18 any other steps or measures to comply with any applicable regulations.

19 **4. MONETARY RELIEF**

20 4.1 Civil Penalty. Defendants shall collectively pay a total of five thousand dollars
21 (\$5,000.00) as a Civil Penalty in accordance with this Section. The Civil Penalty payment shall be
22 allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75%
23 of the Civil Penalty remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Eden.
24 The Civil Penalty payments shall be delivered to the addresses identified in § 4.3, below.

25 4.2 Date for Payment of Civil Penalty. Within seven (7) days of the Effective Date, Defendants
26 shall collectively issue two separate checks for the Civil Penalty payment: (a) one check made payable
27 to “OEHHA” in the amount of three thousand seven hundred fifty dollars (\$3,750.00); and (b) one
28 check made payable to “Ramy Eden” in the amount of one thousand two hundred fifty dollars
(\$1,250.00). Defendants shall be jointly and severally liable for these payments.

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4.3 Payment Procedures.

(a) Issuance of Payments. Payments shall be delivered as follows:

- (i) The Civil Penalty payment owed to Eden shall be delivered to the address set forth in Eden’s IRS Form W-9;
- (ii) The Civil Penalty payment owed to OEHHA shall be delivered directly to OEHHA (Memo Line “Prop 65 Penalties”) at one of the following addresses (depending on whether delivery is made via United States Postal Service or a different courier):

For United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

For Non-United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95814

(b) Copy of Payment to OEHHA. Defendants agree to provide Eden’s counsel with a copy of the check payable to OEHHA, simultaneous with their penalty payments to Eden, which copy shall be delivered to the address provided in § 7.1(a), as proof of payment to OEHHA.

(c) Tax Documentation. Within five (5) business days of the Parties fully executing this Consent Judgment (but no less than seven (7) calendar days ahead of the Effective Date), Eden shall provide IRS W-9 forms for each of the following payees:

- (i) “Ramy Eden”;
- (ii) “Jarrett Charo APC” (EIN: 84-2408511); and
- (iii) “Office of Environmental Health Hazard Assessment” (EIN: 68-0284486).

4.4 Attorney’s Fees and Costs. Defendants shall collectively pay a total of eight thousand

1 five hundred dollars (\$8,500.00) to Plaintiff’s counsel, Jarrett Charo APC, which is entitled to
 2 attorney’s fees and costs incurred by it in this action for, including, without limitation, investigating
 3 potential violations, bringing this matter to Defendants’ attention, prosecuting this action in court, and
 4 negotiating a settlement in the public interest. Within seven (7) days of the Effective Date, Defendants
 5 shall collectively issue one check payable to “Jarrett Charo APC” in the amount of eight thousand five
 6 hundred dollars (\$8,500.00) and deliver it to the address identified in § 7.1(a), below. Defendants shall
 7 be jointly and severally liable for this payment.

8 **5. CLAIMS COVERED AND RELEASED**

9 5.1 This Consent Judgment is a full, final and binding resolution between Plaintiff on
 10 behalf of himself and in the public interest, and Defendants and their respective officers, directors,
 11 members, shareholders, employees, attorneys, agents, parent companies, subsidiaries, divisions,
 12 affiliates, suppliers, franchisees, licensees, and retailers, their parent and all subsidiaries and affiliates
 13 thereof, their employees, agents and assigns (collectively, the “Released Parties”).

14 5.2 Plaintiff’s Release of Released Parties. Plaintiff acting on his own behalf and in the
 15 public interest releases the Released Parties from all claims, actions, causes of actions, suits, demands,
 16 liability, damages, penalties, fees, costs, and expenses asserted or which could have been asserted
 17 based on the alleged failure to warn about exposures to unleaded gasoline under Proposition 65 at the
 18 Subject Locations up through the Effective Date. Compliance with the terms of this Consent Judgment
 19 constitutes compliance with Proposition 65 with respect to exposure to unleaded gasoline at the
 20 Subject Locations.

21 5.3 Defendants’ Release of Eden. Defendants, on behalf of themselves, their past and
 22 current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all
 23 claims against Eden, his attorneys, and other representatives for any and all actions taken or statements
 24 made (or those that could have been taken or made) by Eden and/or his attorneys and other
 25 representatives, whether in the course of investigating claims, bringing the 60-Day Notices of
 26 Violation, prosecution of this action, or otherwise seeking to enforce Proposition 65 against
 27 Defendants in this matter, or with respect to the Subject Locations.

28 5.4 California Civil Code § 1542. It is possible that other claims not known to the Parties

1 arising out of the facts alleged in this matter and relating to alleged violations of Proposition 65
2 concerning the Subject Locations will develop or be discovered. Eden on behalf of himself only, on
3 one hand, and Defendants, on the other hand, acknowledge that this Consent Judgment is expressly
4 intended to cover and include all such claims up through the Effective Date, including all rights of
5 action therefor. The Parties acknowledge that the claims released may include unknown claims, and
6 nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil
7 Code § 1542 reads as follows:

8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
9 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
10 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
11 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
12 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

13 The Parties each acknowledge and understand the significance and consequences of this
14 specific waiver of California Civil Code § 1542 which is a material inducement for this Agreement.

15 **6. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f) AND MOTION**
16 **FOR COURT APPROVAL**

17
18 6.1 Eden agrees to comply with the reporting requirements referenced in California Health
19 & Safety Code § 25249.7(f) and to promptly bring a motion for approval of this Consent Judgment so
20 long as sufficient time is provided for the dates and deadlines contemplated in this Consent Judgment.
21 Defendants agree not to oppose such motion.

22 **7. NOTICES**

23 7.1 Unless specified herein, all correspondence and notices required to be provided
24 pursuant to this Consent Judgment to any Party shall be in writing and personally delivered or sent to
25 that Party—via: (i) email; (ii) first-class registered or certified mail with return receipt requested; or
26 (iii) overnight or two-day courier—at the following addresses:

27 (a). For Plaintiff:
28 Jarrett S. Charo
Jarrett Charo APC

(b). For Defendants:
Eric M. Khodadian
Cummins & White, LLP
2424 S.E. Bristol Street, Suite 300

1 4079 Governor Drive, No. 1018
2 San Diego, CA 92122
3 jcharo@charolaw.com

Newport Beach, CA 92660
ekhodadian@cwlawyers.com

4 7.2 Any Party, from time to time, may specify in writing to any other Party a change of
5 address to which all notices and other communications from that other Party shall be sent.

6 **8. COURT APPROVAL**

7 8.1 This Consent Judgment shall not become effective until approved and entered by the
8 Court. If this Consent Judgment is not entered by the Court, it shall be of no force or effect, and shall
9 not be introduced into evidence or otherwise used in any proceeding for any purpose.

10 **9. GOVERNING LAW**

11 9.1 The terms of this Consent Judgment shall be governed by the law of the State of
12 California.

13 **10. ENTIRE AGREEMENT**

14 10.1 This Consent Judgment contains the sole and entire agreement of the Parties with
15 respect to the entire subject matter herein, and any and all prior negotiations and understandings
16 related hereto shall be deemed to have been merged within it. No representations or terms of
17 agreement other than those contained herein exist or have been made by any Party with respect to the
18 other Party or the subject matter hereof.

19 **11. MODIFICATION**

20 11.1 No supplementation, modification, waiver, or termination of this Consent Judgment
21 shall be binding unless executed in writing by the Party to be bound thereby and approved and ordered
22 by the Court; or upon the Court granting a motion brought by any of the Parties.

23 **12. RETENTION OF JURISDICTION**

24 12.1 This Court shall retain jurisdiction of this matter to implement, enforce, or modify the
25 Consent Judgment. Any alleged breach of the terms of this Consent Judgment shall be brought in this
26 Court.

27 **13. COUNTERPARTS: SIGNATURES**

28 13.1 This Consent Judgment may be executed in counterparts and by facsimile, .pdf signature,

1 or DocuSign signature, each of which shall be deemed an original, and all of which, when taken
2 together, shall constitute one and the same document. Any photocopy of the executed Consent
3 Judgment shall have the same force and effect as the original.

4 **14. AUTHORIZATION**

5 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by
6 the Party he or she represents to stipulate to this Consent Judgment and has read, understood, and
7 agrees to each of the terms and conditions contained herein.

8 **15. SEVERABILITY**

9 15.1 If, subsequent to Court approval of this Consent Judgment, any part or provision is
10 declared by a Court to be invalid, void, or unenforceable, the remaining portions or provisions shall
11 continue in full force and effect.

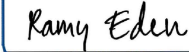
12 **STIPULATED AND AGREED TO:**

13 8/12/2024

14 Dated:


Signed by:

15 By:


14D08191F02B41A...
Ramy Eden

16 Dated: 8/19/2024

17 By:


Rawa Anabi on behalf of Anabi Real Estate Development, LLC and
18 RADC Enterprises, Inc.

19 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

20 Dated: 01/21/2025



21 Judge of the Superior Court

22 **Keith Fong / Judge**

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	FILED Superior Court of California County of Alameda 01/21/2025 Chad Finke, Executive Officer / Clerk of the Court
PLAINTIFF/PETITIONER: RAMY KAUFLEDER EDEN	By: <u>Melisa Callender</u> Deputy M. Callender
DEFENDANT/RESPONDENT: ANABI REAL ESTATE DEVELOPMENT, LLC et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV075510

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Entering Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Joseph R. Manning, Jr.
MANNING LAW, APC
onelegal@manninglawoffice.com

Chad Finke, Executive Officer / Clerk of the Court

Dated: 01/21/2025

By:

Melisa Callender

M. Callender, Deputy Clerk