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Attorneys for Plaintiff
RAMY KAUFLEDER EDEN

FILED
Superior Court of California
County of Alameda
03/27/2025
Clad Flake, Executive Officer / Clerk of the Court
By: A. Ampomah Deputy
A. Ampomah

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

RAMY KAUFLEDER EDEN

Plaintiff,

v.

BANSAL, INC., and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CV081660

~~PROPOSED~~ ORDER ENTERING
JUDGMENT

T&C

Date: ~~March 13~~, 2025

Time: 9:00 a.m.

Dept. 24 Rene C. Davidson Courthouse

Judge: Hon. Rebekah Evenson

Reservation ID: 172645760143

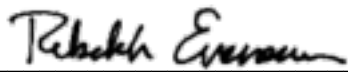
Complaint Filed: June 28, 2024

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: 03/27/2025



JUDGE OF THE SUPERIOR COURT
Rebekah Evenson / Judge

Exhibit A

JARRETT CHARO, APC
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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.

BANSAL, INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24CV081660

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

[Proposed] Stipulated Consent Judgment

1 Plaintiff RAMY EDEN (“Plaintiff”) and defendant BANSAL, INC. (“Defendant”) hereby
2 enter into this Stipulated Consent Judgment (“Consent Judgment”) as follows:

3 WHEREAS: On or about July 17, 2023, pursuant to California Health & Safety Code section
4 25249.5, *et seq.* (“Proposition 65”), Plaintiff served the California Attorney General, the Alameda
5 County District Attorney (collectively, “Public Prosecutors”), and Defendant with a 60-Day Notice of
6 Violation regarding the service station located at 809 E. Stanley Blvd. in Livermore, California
7 (“Subject Location”);

8 WHEREAS: The 60-Day Notice of Violation alleged that Defendant was required but failed
9 to provide warnings with respect to Unleaded Gasoline at the Subject Location which sufficiently
10 complied with the requirements of Proposition 65;

11 WHEREAS: No Public Prosecutor commenced an enforcement action concerning the
12 allegations in the 60-Day Notice of Violation;

13 WHEREAS: On June 28, 2024, Plaintiff filed a civil complaint against Defendant in the
14 above-entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at the
15 Subject Location (“Complaint”);

16 WHEREAS: Defendant denies Plaintiff’s allegations in the 60-Day Notice of Violation and in
17 the Complaint and denies that it has otherwise violated Proposition 65 or engaged in any wrongdoing
18 whatsoever;

19 WHEREAS: Plaintiff and Defendant wish to resolve their differences without the delay,
20 uncertainty, and expense of litigation;

21 NOW THEREFORE BE IT RESOLVED AND AGREED UPON AS BETWEEN PLAINTIFF
22 ACTING IN THE PUBLIC INTEREST AND DEFENDANT AS FOLLOWS:

23 **1. JURISDICTION, VENUE, AND DEFENDANT’S DENIAL OF LIABILITY**

24 1.1 For purposes of this Consent Judgment, Plaintiff and Defendant (collectively, the
25 “Parties”) agree that: This Court has jurisdiction over the allegations contained within the Complaint;
26 Venue of this matter is proper in the County of Alameda; and this Court has jurisdiction to enter this
27 Consent Judgement as a full and final resolution of all claims which were or could have been raised
28 in the Complaint and/or the 60-Day Notice of Violation and through the date of this Judgment with

respect to any alleged violation of Proposition 65 arising out of an exposure to unleaded gasoline at the Subject Location (“Proposition 65 Claims”).

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

2. APPLICATION OF THIS CONSENT JUDGMENT AND EFFECTIVE DATE


2.1 The location covered by this Consent Judgment is the Subject Location. This Consent Judgment may apply to and benefit the Parties and their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers, distributors, wholesalers, retailers, predecessors, successors, and assigns.

2.2 “Effective Date” shall mean, with respect to this Consent Judgment, the date on which the Court approves and enters the Consent Judgment and Defendant receives written notice from Plaintiff (including by email) that the Consent Judgment has been entered.

3. INJUNCTIVE RELIEF

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

The warning shall consist of the following text:

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

The words “**WARNING:**” shall be in all capital letters and in bold font, followed by a

colon. The warning symbol to the left of the words “**WARNING:**” shall be a black exclamation point in a yellow equilateral triangle with a black outline. The symbol must be in a size no smaller than the height of the words “**WARNING:**”.

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

3.2 Changes to Proposition 65. If, after the Effective Date, changes are enacted to Proposition 65 or its implementing regulations which require the use of additional or different information on any warning applicable to the Subject Location (“New Warnings”), the Parties agree that the New Warnings may be used in place of the warnings set forth in section 3.1.

4. **MONETARY RELIEF**

4.1 Civil Penalty. Defendant shall pay a total of four thousand dollars (\$4,000.00) as a Civil Penalty in accordance with this Section. The Civil Penalty payment shall be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Civil Penalty remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Eden. The Civil Penalty payments shall be delivered to the addresses identified in § 4.3, below.

4.2 Date for Payment of Civil Penalty. Within (30) days of the Effective Date, Defendant shall issue two separate checks for the Civil Penalty payment: (a) one check made payable to “OEHHA” in the amount of three thousand dollars (\$3,000.00); and (b) one check made payable to “Ramy Eden” in the amount of one thousand dollars (\$1,000.00).

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. Defendant agrees to provide Eden's counsel with a copy of the check payable to OEHHA, simultaneous with its 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, 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. Defendant shall pay a total of sixteen thousand dollars (\$16,000.00) to Plaintiff's counsel, Jarrett Charo APC, which is entitled to attorney's fees and costs incurred by it in this action for, including, without limitation, investigating potential violations, bringing this matter to Defendant's attention, prosecuting this action in court, and negotiating a settlement in the public interest. Within thirty (30) days of the Effective Date, Defendant shall issue one check payable to "Jarrett Charo APC" in the amount of sixteen thousand dollars (\$16,000.00) and deliver it to the address identified in § 7.1(a), below.

5. CLAIMS COVERED AND RELEASED

5.1 This Consent Judgment is a full, final and binding resolution between Plaintiff on behalf of himself and in the public interest, and Defendant and its respective officers, directors, members, shareholders, employees, attorneys, agents, parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, and retailers, its parent and all subsidiaries and affiliates thereof, its employees, agents and assigns, and all entities from whom they obtain and to whom they directly or indirectly distribute or sell petroleum products (collectively, the “Released Parties”) of the Proposition 65 Claims. It is the Parties’ intention that this Consent Judgment shall have preclusive effect such that no other actions by private enforcers, whether purporting to act in his, her, or its interests or the public interest shall be permitted to pursue and take any action with respect to any of the Proposition 65 Claims. Accordingly, Plaintiff, acting on his own behalf and in the public interest, hereby releases and discharges Defendant and the Released Parties from any and all Proposition 65 Claims.

5.2 Plaintiff's Release of Released Parties. Plaintiff acting on his own behalf and in the public interest releases the Released Parties from all claims, actions, causes of actions, suits, demands, liability, damages, penalties, fees, costs, and expenses asserted or which could have been asserted based on the alleged failure to warn about exposures to unleaded gasoline under Proposition 65 at the Subject Location up through the Effective Date including, without limitation, the Proposition 65 Claims. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposure to unleaded gasoline at the Subject Location.

5.3 Defendant's Release of Eden. Defendant, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against Eden, his attorneys, and other representatives for any and all actions taken or statements made (or those that could have been taken or made) by Eden and/or his attorneys and other representatives, whether in the course of investigating claims, bringing the 60-Day Notice of Violation, prosecution of this action, or otherwise seeking to enforce Proposition 65 against Defendant in this matter, or with respect to the Subject Location.

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 Location will develop or be discovered. Eden on behalf of himself only, on
3 one hand, and Defendant, 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 5.5 It is the Parties' intention that the Judgment entered pursuant to this Consent
16 Judgment shall act as a full and final bar to any and all of the Proposition 65 Claims against
17 Defendant and the Released Parties under the doctrines of *res judicata* and collateral estoppel and
18 any other applicable doctrine, statute, or law.

19 5.6 In the event that Defendant and the Released Parties, after the Effective Date, are not
20 in compliance with the warning provisions pursuant to this Consent Judgment, Defendant and the
21 Released Parties, upon receiving a written notice of non-compliance, may bring the Subject Location
22 into compliance within 30 days.

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

25 6.1 Eden agrees to comply with the reporting requirements referenced in California Health
26 & Safety Code § 25249.7(f) and to promptly bring a motion for approval of this Consent Judgment.
27 Defendant agrees not to oppose such motion.
28

7. NOTICES

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

(a). For Plaintiff:
Jarrett S. Charo, Esq.
Jarrett Charo APC
4079 Governor Drive, No. 1018
San Diego, CA 92122
jcharo@charolaw.com

(b). For Defendant:
Sedina L. Banks, Esq.
Sherry E. Jackman, Esq.
Greenberg Glusker LLP
2049 Century Park East, Suite 2600
Los Angeles, CA 90067
sbanks@greenbergglusker.com
sjackman@greenbergglusker.com

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

8. COURT APPROVAL

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

9. GOVERNING LAW

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

10. ENTIRE AGREEMENT

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

11. MODIFICATION

11.1 No supplementation, modification, waiver, or termination of this Consent Judgment

1 shall be binding unless executed in writing by the Party to be bound thereby and approved and ordered
2 by the Court; or upon the Court granting a motion brought by any of the Parties. In the event
3 Proposition 65 is repealed or preempted as to the Subject Location, then Defendant shall have no
4 further obligation pursuant to this Consent Judgment with respect to, and to the extent that, the Subject
5 Location is so affected.

6 **12. RETENTION OF JURISDICTION**

7 12.1 This Court shall retain jurisdiction of this matter to implement, enforce, or modify the
8 Consent Judgment. Any alleged breach of the terms of this Consent Judgment shall be brought in this
9 Court.

10 **13. COUNTERPARTS: SIGNATURES**

11 13.1 This Consent Judgment may be executed in counterparts and by facsimile, .pdf signature,
12 or Docusign signature, each of which shall be deemed an original, and all of which, when taken
13 together, shall constitute one and the same document. Any photocopy of the executed Consent
14 Judgment shall have the same force and effect as the original.

15 **14. AUTHORIZATION**

16 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by
17 the Party he or she represents to stipulate to this Consent Judgment and has read, understood, and
18 agrees to each of the terms and conditions contained herein.

19 //

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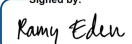
28 //

15. SEVERABILITY

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

STIPULATED AND AGREED TO:

Dated: 11/13/2024

By: 
Ramy Eden

Dated: 
By: 
Bhushan Bansal, CEO on behalf of Bansal, Inc.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 03/27/2025


Judge of the Superior Court

Rebekah Evenson / Judge

<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>	<p align="center">FILED Superior Court of California County of Alameda 04/16/2025</p>
<p>PLAINTIFF/PETITIONER: RAMY KAUFLEDER EDEN</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Ampomah</u> Deputy</p>
<p>DEFENDANT/RESPONDENT: BANSAL, INC.,</p>	<p>A. Ampomah</p>
<p align="center">CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</p>	<p>CASE NUMBER: 24CV081660</p>

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 Proposed 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 Manning Jr.
MANNING LAW, APC
disabilityrights@manninglawoffice.com

Sedina Banks
GREENBERG GLUSKER FIELDS CLAMAN &
MACHTINGER LLP
sbanks@ggfirm.com

Dated: 04/16/2025

Chad Finke, Executive Officer / Clerk of the Court

By:

A. Ampomah

A. Ampomah, Deputy Clerk