

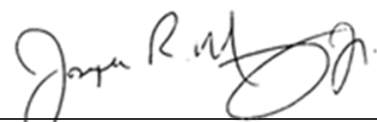
EFS-020

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 223381 NAME: Joseph R. Manning, Jr. FIRM NAME: MANNING LAW, APC STREET ADDRESS: 26100 Towne Centre Drive CITY: Foothill Ranch STATE: CA ZIP CODE: 92610 TELEPHONE NO.: (949) 200-8755 FAX NO.: (866) 843-8308 E-MAIL ADDRESS: P65@manninglawoffice.com ATTORNEY FOR (name): Plaintiff RAMY KAUFLE EDEN	FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA</b> STREET ADDRESS: 161 N. First Street MAILING ADDRESS: Same CITY AND ZIP CODE: San Jose 95113 BRANCH NAME: Old Courthouse	
PLAINTIFF/PETITIONER: RAMY KAUFLE EDEN DEFENDANT/RESPONDENT: BONFARE MARKETS, INC. OTHER:	CASE NUMBER: 24CV433951
	JUDICIAL OFFICER: Hon. William Monahan
<b>PROPOSED ORDER (COVER SHEET)</b>	DEPT: 20

**NOTE:** This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:  
Plaintiff RAMY KAUFLE EDEN
2. Title of the proposed order:  
[PROPOSED] ORDER ENTERING JUDGMENT
3. The proceeding to which the proposed order relates is:
  - a. Description of proceeding: MOTION FOR ENTRY OF STIPULATED CONSENT JUDGMENT
  - b. Date and time: May 2, 2025
  - c. Place: Department 20
4. The proposed order was served on the other parties in the case.

Joseph R. Manning, Jr.  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:  
RAMY KAUFLE EDEN v BONFARE MARKETS, INC.

CASE NUMBER:  
24CV433951

**PROOF OF ELECTRONIC SERVICE  
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):  
26100 Towne Centre Drive, Foothill Ranch, CA 92610

b. My electronic service address is (*specify*): LRuiz@manninglawoffice.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):  
Eric M. Khodadian, Esq.  
CUMMINS & WHITE, LLP  
2424 S.E. Bristol Street, Suite 300, Newport Beach, CA 92660

b. To (*electronic service address of person served*): ekhodadian@cwlawyers.com

c. On (*date*): May 12, 2025

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 12, 2025

Leticia Ruiz

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

1 Jarrett S. Charo, Esq. (State Bar No. 224001)

2 **JARRETT CHARO, APC**

3 4079 Governor Dr., No. 1018

4 San Diego, California 92122

5 P: (619) 350-3334

6 jcharo@charolaw.com

7 Joseph R. Manning, Jr., Esq. (State Bar No. 223381)

8 **MANNING LAW, APC**

9 26100 Towne Centre Drive

10 Foothill Ranch, CA 92610

11 Office: (949) 200-8755

12 Fax: (866) 843-8308

13 P65@manninglawoffice.com

14 Attorneys for Plaintiff

15 **RAMY KAUFLEDER EDEN**

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **COUNTY OF SANTA CLARA**

18 **RAMY KAUFLEDER EDEN**

19 Plaintiff,

20 v.

21 **BONFARE MARKETS, INC., and DOES 1**  
22 **through 50, inclusive,**

23 Defendants.

Case No.: 24CV433951

**~~PROPOSED~~ ORDER ENTERING  
JUDGMENT**

Date: May 2, 2025

Time: 9:00 a.m.

Dept. 20

Complaint Filed: March 26, 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: May 16, 2025

\_\_\_\_\_  
12 Hon. Evette D. Pennypacker  
JUDGE OF THE SUPERIOR COURT

13 Signed Per CCP635

14 **(covering for Judge Mon**  
15  
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28

# Exhibit A

JARRETT CHARO APC  
Jarrett Charo, Esq. (SBN 224001)  
4079 Governor Dr., No. 1018  
San Diego, California 92122  
P: (619) 350-3334  
jcharo@charolaw.com

Joseph R. Manning, Jr., Esq. (State Bar No. 223381)  
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(949) 200-8755 Phone  
(866) 843-8308 Fax  
GasVaporProp65@manninglawoffice.com

Attorneys for Plaintiff  
RAMY KAUFLEDER EDEN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA**

RAMY KAUFLEDER EDEN

Plaintiff,

v.

BONFARE MARKETS, INC.; and DOES  
1 through 50, inclusive,

Defendants.

Case No.: 24CV433951

**[PROPOSED] STIPULATED CONSENT  
JUDGMENT**

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

3 WHEREAS: On or about July 18, 2023, pursuant to California Health & Safety Code section  
4 25249.5, *et seq.* (“Proposition 65”), Plaintiff served the California Attorney General, the Riverside  
5 County District Attorney (collectively, “Public Prosecutors”), and Defendant with a 60-Day Notice of  
6 Violation regarding each of the service stations located at the following addresses:

- 7 • 2800 Grant St., Concord, California 94520;
- 8 • 4102 Railroad Ave., Pittsburg, California 94565;
- 9 • 3598 Willow Pass Rd., Concord, California 94519;
- 10 • 1500 Petersen Rd., Suisun City, California 94585; and
- 11 • 2240 Sacramento St., Vallejo, California 94590;

12 WHEREAS the service stations located at 2800 Grant St., Concord, California 94520; 4102  
13 Railroad Ave., Pittsburg, California 94565; 3598 Willow Pass Rd., Concord, California 94519; 1500  
14 Petersen Rd., Suisun City, California 94585; and 2240 Sacramento St., Vallejo, California 94590 are  
15 collectively referred to herein as the “Subject Locations”;

16 WHEREAS: The 60-Day Notices of Violation alleged that Defendant was required but failed  
17 to provide warnings with respect to Unleaded Gasoline at the Subject Locations which sufficiently  
18 complied with the requirements of Proposition 65;

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

21 WHEREAS: March 26, 2024, Plaintiff filed a civil complaint against Defendant in the above-  
22 entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at the Subject  
23 Locations (“Complaint”);

24 WHEREAS: Defendant denies Plaintiff’s allegations in the 60-Day Notices of Violation and  
25 in the Complaint and denies that it has otherwise violated Proposition 65 or engaged in any  
26 wrongdoing whatsoever;

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

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

3 **1. JURISDICTION, VENUE, AND DEFENDANT'S DENIAL OF LIABILITY**

4 1.1 For purposes of this Consent Judgment, Plaintiff and Defendant (collectively, the  
5 "Parties") agree that: This Court has jurisdiction over the allegations contained within the Complaint;  
6 Venue of this matter is proper in the County of Santa Clara; and this Court has jurisdiction to enter  
7 this Consent Judgment as a full and final resolution of all claims which were or could have been  
8 raised in the Complaint and/or the 60-Day Notices of Violation and through the date of this Judgment  
9 with respect to any violation of Proposition 65 arising out of an exposure to unleaded gasoline at the  
10 Subject Locations ("Proposition 65 Claims").

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

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

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


26 2.2 "Effective Date" shall mean, with respect to this Consent Judgment, the date on which  
27 the Court approves and enters the Consent Judgment.

28 **3. INJUNCTIVE RELIEF**



3.1 Clear and Reasonable Warning. As of the Effective Date, Defendant shall cause to be posted at each of the Subject Locations 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](http://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, or on, each gas pump at the Subject Locations and the warning must be printed in no smaller than 22-point type and be enclosed in a box. If other signage at a 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 Locations (“New Warnings”), the Parties agree that the New Warnings may be used in place of the warnings set forth in section 3.1 and/or may take any other steps or measures to comply with any applicable regulations.

#### 4. MONETARY RELIEF

4.1 Civil Penalty. Defendant shall pay a total of fifteen thousand dollars (\$15,000.00) 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 three (3) 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 eleven thousand two hundred fifty dollars (\$11,250.00); and (b) one check made payable to “Ramy Eden” in the amount of three thousand seven hundred fifty dollars (\$3,750.00).

#### 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 thirty thousand dollars (\$30,000.00) 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. Defendant shall satisfy this payment obligation by making three installment payments as follows:

(a) Within thirty (30) days of the Effective Date, Defendant shall issue one check payable to “Jarrett Charo APC” in the amount of fifteen thousand dollars (\$15,000.00) and deliver it to the address identified in § 7.1(a), below; and

(c) Within sixty (60) days of the Effective Date, Defendant shall issue one check payable to “Jarrett Charo APC” in the amount of fifteen thousand dollars (\$15,000.00) 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 (collectively, the “Released Parties”).

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 Locations up through the Effective Date. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposure to unleaded gasoline at the Subject Locations.

5.3 Defendant’s Release of Eden. Defendant, on behalf of itself, its past and current agents,

1 representatives, attorneys, successors and/or assignees, hereby waives any and all claims against Eden,  
2 his attorneys, and other representatives for any and all actions taken or statements made (or those that  
3 could have been taken or made) by Eden and/or his attorneys and other representatives, whether in the  
4 course of investigating claims, bringing the 60-Day Notices of Violation, prosecution of this action,  
5 or otherwise seeking to enforce Proposition 65 against Defendant in this matter, or with respect to the  
6 Subject Locations.

7 5.4 California Civil Code § 1542. It is possible that other claims not known to the Parties  
8 arising out of the facts alleged in this matter and relating to alleged violations of Proposition 65  
9 concerning the Subject Locations will develop or be discovered. Eden on behalf of himself only, on  
10 one hand, and Defendant, on the other hand, acknowledge that this Consent Judgment is expressly  
11 intended to cover and include all such claims up through the Effective Date, including all rights of  
12 action therefor. The Parties acknowledge that the claims released may include unknown claims, and  
13 nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil  
14 Code § 1542 reads as follows:

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

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

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

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:	(b). For Defendant:
Jarrett S. Charo	Eric M. Khodadian
Jarrett Charo APC	Cummins & White, LLP
4079 Governor Drive, No. 1018	2424 S.E. Bristol Street, Suite 300
San Diego, CA 92122	Newport Beach, CA 92660
jcharo@charolaw.com	ekhodadian@cwlawyers.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 shall be binding unless executed in writing by the Party to be bound thereby and approved and ordered by the Court; or upon the Court granting a motion brought by any of the Parties.

**12. RETENTION OF JURISDICTION**

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

**13. COUNTERPARTS: SIGNATURES**

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

**14. AUTHORIZATION**

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

**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:**

7/16/2024

Dated:

DocuSigned by:

By: Ramy Eden

14D08191F02B41A...

Dated:

DocuSigned by:

By: JAGJEET KAPOOR

DC9AC9B76E3344C

Jag Kapoor on behalf of Bonfare Markets, Inc.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court