

FILED
Superior Court of California
County of Alameda

04/30/2025

Clad Fluke, Executive Officer / Clerk of the Court

By: S. Clark Deputy
S. Clark

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Attorneys for Plaintiff
RAMY KAUFLE EDEN

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

RAMY KAUFLE EDEN

Plaintiff,

v.

NEW ERA ENERGY, LLC, ENGINEER'S
ASSOCIATES, INC., and DOES 1 through
50, inclusive,

Defendants.

Case No.: 24CV081671

~~[PROPOSED]~~ STIPULATED CONSENT
JUDGMENT

1 Plaintiff RAMY EDEN ("Plaintiff") and defendants NEW ERA ENERGY, LLC and
2 ENGINEER'S ASSOCIATES, INC. ("Defendants") hereby enter into this Stipulated Consent
3 Judgment ("Consent Judgment") as follows:

4 WHEREAS: On or about July 20, 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 849 University Ave., Berkeley, California
8 ("Subject Location");

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

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

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

17 WHEREAS: Defendants deny Plaintiff's allegations in the 60-Day Notice of Violation and in
18 the Complaint and deny that they have otherwise violated Proposition 65 or engaged in any
19 wrongdoing whatsoever;

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

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

24 **1. JURISDICTION, VENUE, AND DEFENDANTS' DENIAL OF LIABILITY**

25 1.1 For purposes of this Consent Judgment, Plaintiff and Defendants (collectively, the
26 "Parties") agree that: This Court has jurisdiction over the allegations contained within the Complaint;
27 Venue of this matter is proper in the County of Alameda; and this Court has jurisdiction to enter this
28 Consent Judgement as a full and final resolution of all claims which were or could have been raised

1 in the Complaint and/or the 60-Day Notice of Violation and through the date of this Judgment with
2 respect to any purported violation of Proposition 65 arising out of an exposure to unleaded gasoline at
3 the Subject Location ("Proposition 65 Claims").

4 1.2 The Parties enter into this Consent Judgment as a full and final settlement of the
5 Proposition 65 Claims for the purpose of avoiding prolonged and costly litigation and of resolving the
6 issues raised therein both as to past and future conduct. By execution of this Consent Judgment and
7 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of
8 law. Defendants' compliance with the Consent Judgment shall not be construed as an admission by
9 Defendants of any fact, conclusion of law, or violation of law. Defendants deny the material, factual,
10 and legal allegations in the 60-Day Notice of Violation and the Complaint and expressly deny any
11 wrongdoing whatsoever.

12 1.3 Within seven (7) court days of the Parties fully executing this Consent Judgment,
13 Defendants shall appear in the above-entitled action through counsel and pay, to the Court, their first
14 appearance fee.

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


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

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 the Subject Location a clear and reasonable exposure warning consistent with California
27 Health and Safety Code section 25249.6 as set forth in this section 3.1.

28 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, or on, 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 the 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 and/or may take any other steps or measures to comply with any applicable regulations.

4. MONETARY RELIEF

4.1 Civil Penalty. Defendants shall collectively 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 seven (7) days of the Effective Date, Defendants shall collectively 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). Defendants shall be jointly and severally liable for these payments.

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 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 Defendants' attention, prosecuting this action in court, and negotiating a settlement in the public interest. Within seven (7) days of the Effective Date, Defendants shall collectively 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. Defendants shall be jointly and severally liable for this payment.

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 Defendants and their respective officers, directors, members, shareholders, employees, attorneys, agents, parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, and retailers, their parent and all subsidiaries and affiliates thereof, their 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 Location 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 Location.

5.3 Defendants' Release of Eden. Defendants, on behalf of themselves, their 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 Notices of Violation, prosecution of this action, or otherwise seeking to enforce Proposition 65 against Defendants 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

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

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

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

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

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

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
Jarrett Charo APC

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

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

Newport Beach, CA 92660
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

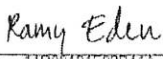
15.1 If, subsequent to Court approval of this Consent Judgment, any part or provision is declared by a Court to be invalid, void, or unenforceable, the remaining portions or provisions shall continue in full force and effect.

STIPULATED AND AGREED TO:

2/13/2025

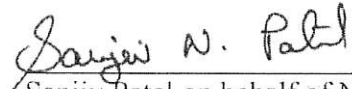
Dated:

By:

Signed by:

Ramy Eden

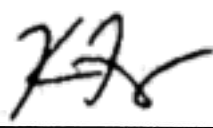
Dated:

By:

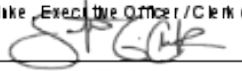

Sanjiv Patel on behalf of New Era Energy, LLC and Engineer's Associates, Inc.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 04/30/2025


Judge of the Superior Court

Keith Fong / 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: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544</p>	<p align="center">FILED Superior Court of California County of Alameda 04/30/2025</p>
<p>PLAINTIFF/PETITIONER: RAMY KAUFLEDER EDEN</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By:  Deputy</p>
<p>DEFENDANT/RESPONDENT: NEW ERA ENERGY, LLC, et al</p>	<p align="center">S. Clark</p>
<p align="center">CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</p>	<p>CASE NUMBER: 24CV081671</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 Consent 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.

Eric M. Khodadian
CUMMINS & WHITE, LLP
ekhodadian@cwlawyers.com

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

Dated: 04/30/2025

Chad Finke, Executive Officer / Clerk of the Court

By:



S. Clark, Deputy Clerk