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2 Nooshin Didarmorshedi (SBN 337256)
3 *Alvandi Law Group, P.C.*
4 Alvandi Plaza
5 20301 SW Acacia Street, Ste 250
6 Newport Beach, CA 92660
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9 ATTORNEYS FOR PLAINTIFF

FILED
Clerk of the Superior Court

MAY 23 2025

By: A. Carini

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN DIEGO**

12 SANDRA ASSAREH

13 Plaintiff,

14 vs.

15 CARLSBAD GAS & PROPANE, INC; and
16 DOES 1-100, inclusive

17 Defendants

CASE NO.: 37-2024-00009022-CU-NP-NC

Honorable Michael D. Washington, Dept N-31

[PROPOSED] CONSENT JUDGMENT

Cal. Health & Safety Code §§ 25249.5, *et seq.* and
Code of Civil Procedure 664.6

18 **1. INTRODUCTION**

19 1.1 **The Parties.** This [Proposed] Consent Judgment ("Consent Judgment") is
20 entered into by and between SANDRA ASSAREH ("Assareh"), acting on behalf of the public
21 interest, and Carlsbad Gas & Propane, Inc. ("CARLSBAD" or "Defendant"), with Assareh and
22 Defendant each individually referred to as a "Party" and, collectively, the "Parties." Assareh is an
23 individual who resides in the State of California and seeks to promote awareness of exposures
24 to toxic chemicals and to improve human health by reducing or eliminating hazardous substances
25 present at commercial establishments as well as those contained in consumer products. For
26 purposes of this Consent Judgment only, Defendant stipulates that it is a business entity qualified
27 as a "person in the course of doing business" for purposes of California Health & Safety Code §
28 25249.11(b) ("Proposition 65").

1.2 **General Allegations.** Unleaded gasoline is listed pursuant to Proposition 65 as a
chemical known to the State of California to cause cancer. Assareh alleges Defendant and DOES 1-

1 100 potentially exposed individuals to the chemical unleaded gasoline at the Subject Location
2 without first providing individuals with the health hazard exposure warning required by
3 Proposition 65. Defendant denies the allegations and contends that there is no exposure and no
4 violation under Proposition 65 for an alleged failure to warn, as set forth in the complaint.

5 **1.3 Covered Product Description.** The product that is covered by this Consent
6 Judgment is unleaded gasoline – wholly vaporized and shall be referred to herein as the “Covered
7 Product”.

8 **1.4 Notice of Violation.** On or about September 18, 2023, Assareh served Defendant,
9 the California Attorney General, and the requisite public enforcement agencies with a 60-Day Notice
10 of Violation (“Notice”), alleging Defendant was in violation of California Health & Safety Code §
11 25249.6, for failing to provide the requisite warnings to customers and other individuals who came
12 onto the premises of the Defendant’s gas station. No public enforcer has commenced and is
13 diligently prosecuting an action to enforce the allegations in the Notice.

14 **1.5 The Complaint.** On or about February 27, 2024, Assareh, acting in the interest of
15 the general public in the State of California, filed a complaint in the San Diego County Superior
16 Court alleging violations of health & Safety Code §25249.5 et seq. (the “Complaint”) based on the
17 alleged failure to warn of exposures to unleaded gasoline that Defendant distributed and/or sold to
18 consumers.

19 **1.6** The Parties have entered into this Consent Judgment in order to settle,
20 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in
21 this Consent Judgment nor compliance with this Consent Judgment shall constitute or be construed
22 as an admission by any of the Parties or by any of their respective officers, directors, shareholders,
23 employees, agents, parent companies, subsidiaries, divisions, franchises, licensees, customers,
24 suppliers, distributors, wholesalers, or retailers of any fact, issue of law, or violation of law.

25 **1.7** Except as expressly set forth herein, nothing in this Consent Judgment shall
26 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
27 current or future legal proceeding unrelated to these proceedings.

28 **1.8 Effective Date/Execution Date.** For purposes of this Consent Judgment, the
term “Effective Date” shall mean the date this Consent Judgment is entered as a judgment of the
Court.

1 The term "Execution Date" shall mean the date this Consent Judgment is signed by all
2 parties in Clause 16 below.

3 **2. STIPULATION TO JURISDICTION/NO ADMISSION**

4 For purposes of this Consent Judgment and any further court action that may become necessary
5 to enforce this Consent Judgment, the Parties stipulate that this Court has jurisdiction over
6 Defendant as to the allegations contained in the complaint filed in this matter, that venue is proper in
7 San Diego County, and that this Court has jurisdiction to approve, enter, and oversee the
8 enforcement of this Consent Judgment as a full and final binding resolution of all claims which were
9 or could have been raised in the Complaint based on the facts alleged therein and/or in the Notice.

10 Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact,
11 finding, issue of law, or violation of law; nor shall compliance with this Consent Judgment
12 constitute or be construed as an admission by Defendant of any fact, finding, issue of law, or
13 violation of law, such being specifically denied by Defendant including, but not limited to, any
14 admission related to exposure or failure to warn. However, this section shall not diminish or
15 otherwise affect the obligations, responsibilities, and duties of Defendant under this Consent
16 Judgment.

17 **3. INJUNCTIVE RELIEF: WARNINGS**

18 **3.1 Clear and Reasonable Warning.** As of the Effective Date, and continuing
19 thereafter, a clear and reasonable exposure warning in English as set forth in this § 3.1 must be
20 provided at the Subject Location so long as Defendant is doing business there. The warning shall
21 consist of the following text:

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

27 The words "**WARNING:**" shall be in all capital letters and in bold font, followed by a colon.
28 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:**".

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

5 **4. PENALTIES PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)**

6 With regard to all claims that have been raised or which could be raised with respect to Defendant's
7 failure to warn pursuant to Proposition 65 with regard to the Covered Product, Defendant shall collectively pay
8 a total of Two thousand five hundred dollars (\$2,500.00) as a Civil Penalty in accordance with this
9 Section. The Civil Penalty payment shall be allocated in accordance with California Health &
10 Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Penalty remitted to OEHHA and the
11 remaining 25% of the Penalty remitted to Alvandi Law Group. The Civil Penalty payments shall be
12 delivered to the addresses identified in § 4(b), below.

13 Within 30 days of the Effective Date, Defenant shall collectively issue two separate checks for
14 the Civil Penalty payment: one check made payable to "OEHHA" in the amount of One thousand
15 eight hundred seventy-five dollars (\$1,875.00); and one check made payable to (b) "Sandra Assareh"
16 in the amount of six hundred twenty-five dollars (\$625.00). The Civil Penalty payments shall be
17 delivered to the addresses identified in § 4(b), below.

18 **(a) Payment Procedures.**

19 **(b) Issuance of Payments.** Payments shall be delivered as follows:

20 (i) The payment owed to Assareh, pursuant to § 4 shall be delivered to the
21 following payment address:

22 ***Alvandi Law Group, P.C.***
23 Alvandi Plaza
24 20301 SW Acacia Street, Ste 250
25 Newport Beach, CA 92660

26 (ii) The payment owed to OEHHA pursuant to § 4 shall be delivered directly
27 to OEHHA (Memo Line "Prop 65 Penalties") at the following addresses:

28 **For United States Postal Service Delivery:**
Office of Environmental Health Hazard Assessment
Accounting Section
P.O. Box 4010
Sacramento, CA 95812-4010

1
2 For Non-United States Postal Service Delivery:

3 Mike Gyurics
4 Fiscal Operations Branch Chief
5 Office of Environmental Health Hazard
6 Assessment 1001 I Street
7 Sacramento, CA 95814

8 (c) **Copy of Payments to OEHHA.** Defendant agrees to provide Assareh's
9 counsel with a copy of the check payable to OEHHA, simultaneous with its penalty
10 payment to Assareh, which copy shall be delivered to the address provided in § 4(b)(i), as
11 proof of payment to OEHHA.

12 (d) **Tax Documentation.** Defendant agrees to provide a completed IRS 1099 for
13 their payments to, and Assareh agrees to provide IRS W-9 forms for, each of the following
14 payees under this Settlement Agreement:

- 15 i. "Sandra Assareh" whose address and tax identification number shall be provided within
16 five (5) days after this Settlement Agreement is executed by Parties;
17 ii. "Alvandi Law Group, P.C." (EIN:27-1441376) at the address provided in Section 4(b)(i);
18 and
19 iii. "Office of Environmental Health Hazard Assessment" (EIN: 68-0284486) 1001 I Street,
20 Sacramento, CA 95814.

21 **5. REIMBURSEMENT OF FEES AND COSTS**

22 The Parties thereafter reached an accord on the compensation due to Assareh and her
23 counsel under general contract principles and the private attorney general doctrine and principles
24 codified at California Code of Civil Procedure § 1021.5, for all work performed through the
25 settlement of this matter. Under these legal principles, Defendant shall reimburse Assareh's
26 counsel for fees and costs incurred as a result of investigating and bringing this matter to
27 Defendant's attention and negotiating a settlement in the public interest. Within thirty (30) days of
28 the Effective Date, Defendant shall collectively issue one check payable to "Alvandi Law Group
P.C." in the amount of Sixteen thousand three hundred fifty dollars (\$16,350.00) and deliver it to
the address identified in § 4(b)(i), above.

1 **6. RELEASE OF ALL CLAIMS**

2 **6.1 Release of Defendant and all affiliated entities.** This Consent Judgment is a full,
3 final and binding resolution between Assareh, on behalf of herself and in the public interest, and
4 Defendant of any violation of Proposition 65 that was or could have been asserted by Assareh or on
5 behalf of her past and current agents, representatives, attorneys, successors, and/or assigns
6 ("Releasors") against Defendant and its respective parents, subsidiaries, shareholders, assigns,
7 predecessors, successors, affiliated entities, directors, officers, members, marketplaces, employees,
8 agents, and attorneys (collectively "Releasees"), based on the alleged failure to warn about
9 exposures to the listed chemical under Proposition 65 at the Subject Location up through the
10 Effective Date, as alleged in the notice of violation.

11 Plaintiff shall file a dismissal with prejudice of this entire action within five (5) business days
12 following the satisfaction of the payment terms provided for in sections 4 and 5, *infra*, of this
13 Consent Agreement.

14 **6.2 Defendant's Release of Assareh.** Defendant, on behalf of itself, its past and
15 current agents, representatives, attorneys, successors and/or assignees, hereby waive any and all
16 claims against Assareh, her attorneys and other representatives, for any and all actions taken or
17 statements made (or those that could have been taken or made) by Assareh and/or her attorneys
18 and other representatives, whether in the course of investigating claims, otherwise seeking to
19 enforce Proposition 65 against them in this matter, or with respect to the Covered Product.

20 **6.3 California Civil Code § 1542.** It is possible that other claims not known to the
21 Parties arising out of the facts alleged in the notice of violation and relating to alleged violations of
22 Proposition 65 at the Subject Location will develop or be discovered. Assareh on behalf of herself
23 only, on one hand, and Defendant, on the other hand, acknowledge that this Settlement Agreement
24 is expressly intended to cover and include all such claims up through the Effective Date, including
25 all rights of action therefor. The Parties acknowledge that the claims released in §§ 6.1 and 6.2,
26 above, may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any
27 such unknown claims. California Civil Code § 1542 reads as follows:

28 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

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.

3 Assareh and CARLSBAD each acknowledge and understand the significance and consequences of
4 this specific waiver of California Civil Code § 1542.

5 6.4 **Public Benefit.** It is Defendant's understanding that the commitments agreed to
6 herein, and actions to be taken under this Settlement Agreement, would confer a significant benefit
7 to the general public, as set forth in California Code of Civil Procedure § 1021.5 and California
8 Code of Regulations tit. 11, § 3201. As such, it is the intent of Defendant that to the extent any other
9 private party initiates an action alleging a violation of Proposition 65 with respect to Defendant's
10 alleged failure to provide Proposition 65 service station warnings at the Subject Location, such
11 private party action would not confer a significant benefit on the general public as to the Subject
12 Location, provided that Defendant is in material compliance with this Consent Judgment.

13 7. **SEVERABILITY AND MERGER**

14 If, subsequent to the execution of this Settlement Agreement, any of the provisions of this
15 Consent Judgment are deemed by a court to be unenforceable, the validity of the enforceable
16 provisions remaining shall not be adversely affected but only to the extent the deletion of the
17 provision deemed unenforceable does not materially affect, or otherwise result in the effect of the
18 Settlement Agreement being contrary to the intent of the Parties in entering into this Settlement
19 Agreement.

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

25 8. **GOVERNING LAW**

26 The terms of this Settlement Agreement shall be governed by the law of the State of
27 California and apply within the State of California. In the event that Proposition 65 is repealed,
28 preempted, or is otherwise rendered inapplicable or limited by reason of law generally, or as to the
listed chemical referenced in the notice of violation, then Defendant may provide written notice to
Assareh of any asserted change in the law, and shall have no further obligations pursuant to this
Settlement Agreement with respect to, and to the extent that, the Subject Location is so affected.

1 **9. NOTICES**

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

6 For Assareh:
7 Civil@alvandigroup.com
8 Alvandi Law Group, P.C.
9 Alvandi Plaza
10 20301 SW Acacia St, Ste 250
11 Newport Beach, CA 92660
12 Phone: (949) 777-9897
13 Fax: (949) 777-9448

14 For CARLSBAD:
15 Yass McNeil, Esq
16 Sotoodeh & Associates
17 ymcneil@sotoodeh.net
18 5 Hutton Centre Dr., Ste 860
19 Santa Ana, CA 92707
20 Phone: (714) 662-2664

21 Any party, from time to time, may specify in writing to the other parties a change of address to
22 which all notices and other communications shall be sent.

23 **10. DRAFTING**

24 The terms of this Consent Judgment have been reviewed by the respective counsel for each Party
25 prior to its signing, and each Party has had an opportunity to fully discuss the terms and conditions with
26 legal counsel. The Parties agree that, in any subsequent interpretation and construction of this Consent
27 Judgment, no inference, assumption, or presumption shall be drawn, and no provision of this Consent
28 Judgment shall be construed against any Party, based on the fact that one of the Parties and/or one of the
Parties' legal counsel prepared and/or drafted all or any portion of the Consent Judgment. It is
conclusively presumed that all of the Parties participated equally in the preparation and drafting of this
Consent Judgment.

11. **COUNTERPARTS: SIGNATURES**

 This Consent Judgment may be executed in counterparts, each of which shall be deemed an
original, and all of which, when taken together, shall constitute one and the same document.
Execution and delivery of this Consent Judgment by e-mail, facsimile, or other electronic means

1 shall constitute legal and binding execution and delivery. Any photocopy of the executed Consent
2 Judgment shall have the same force and effect as the original.

3 **12. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

4 Assareh agrees to comply with the reporting requirements referenced in California Health &
5 Safety Code § 25249.7(f) and upon execution of this Consent Judgment by all Parties, Plaintiff shall
6 file a noticed Motion for Approval and Entry of Consent Judgment in the above-entitled Court. This
7 Consent Judgment is not effective until it is approved and entered by the Court. It is the intention of
8 the Parties that the Court approve this Consent Judgment, and in furtherance of obtaining such
9 approval, the Parties and their respective counsel agree to mutually employ their best efforts to
10 support the entry of this agreement in a timely manner, including cooperating on drafting and filing
11 papers in support of the required motion for judicial approval.

12 **13. MODIFICATION**

13 This Consent Judgment may be modified only by a written agreement of the Parties and the
14 approval of this Court or upon the granting of a motion brought to the Court by either Party.

15 **14. ATTORNEYS' FEES**

16 A party who unsuccessfully brings or contests an action arising out of this Consent
17 Judgment shall be required to pay the prevailing party's reasonable attorneys' fees and costs unless
18 the unsuccessful party has acted with substantial justification. For purposes of this Consent
19 Judgment, the term substantial justification shall carry the same meaning as used in the Civil
20 Discovery Act of 1986, Code of Civil Procedure Section 2016, et seq.

21 **15. RETENTION OF JURISDICTION**

22 This Court shall retain jurisdiction of this matter to implement and enforce the terms of this
23 Consent Judgment under Code of Civil Procedure § 664.6. This Court shall retain such jurisdiction
24 even when a dismissal with prejudice is filed by the Plaintiff.

25 **16. AUTHORIZATION**

26 Each signatory to this Consent certifies that he or she is fully authorized by the Party he or she
27 represents to stipulate to this Consent Judgment.
28

1 AGREED TO AND ACCEPTED:

2 Date: 04/02/2025

3
4 By: SANDRA ASSAREH

5
6
7 Signature Sandra Assareh

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10 //

11 APPROVED AS TO FORM:

12 Date: 04/02/2025

13
14 By: Attorney for Plaintiff

15 Name and Title: Nooshin Didarmorshedi

16
17 Signature Nooshin Didarmorshedi

18
19 Name and Title: _____

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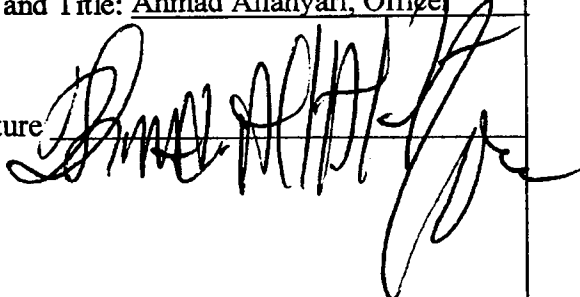
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AGREED TO AND ACCEPTED:

Date: April 1, 2025

By: CARLSBAD GAS & PROPANE, INC.

Name and Title: Ahmad Allahyari, Officer

Signature 

APPROVED AS TO FORM:

Date: April 1, 2025

By: Attorney for Defendant

Name and Title: Yass McNell, Partner

Signature 

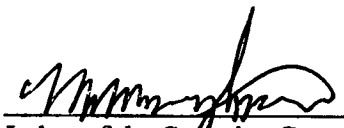
22 **IT IS HEREBY ORDERED** that, pursuant to California Health & Safety Code § 25249.7(f)(4) and
23 California Code of Civil Procedure § 664.6, this Consent Judgment is approved:

- 24 1. Defendant shall maintain clear and reasonable warnings pursuant to this Consent Judgment;
- 25 2. Within thirty (30) days, Defendant shall pay a civil penalty in the amount of \$2,500, which
- 26 shall be allocated in accordance with Health & Safety Code § 25249.7(b);
- 27 3. Within thirty (30) days, pursuant to California CCP § 1021.5, Defendant shall reimburse
- 28 Plaintiff's counsel for fees and costs in the amount of \$16,350; and

1 4. The court will retain jurisdiction to enforce settlement under CCP § 664.6.
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3 **IT IS SO ORDERED.**
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6 Dated: May 28, 2025


7 Judge of the Superior Court
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MICHAEL D. WASHINGTON