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Attorneys for Plaintiff
RAMY KAUFLER EDEN

FILED / ENDORSED
OCT 21 2026
By L. Homsanith, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

RAMY KAUFLER EDEN

Plaintiff,

v.

D.B. & S. Enterprise, and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CV014993

~~[PROPOSED]~~ ORDER ENTERING JUDGMENT

Date: October 5, 2026
Time: 1:30 p.m.
Dept. 8D

Reservation No.: A14993-001

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

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

IT IS SO ORDERED.

Dated: 10/21/2024

SUPERIOR COURT OF CALIFORNIA COUNTY OF SACRAMENTO

Julie G. Yap

JUDGE OF THE SUPERIOR COURT
JULIE G. YAP

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

RAMY KAUFLER EDEN

Plaintiff,

v.

D.B. & S. ENTERPRISE, and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CV014993

~~[PROPOSED]~~ STIPULATED CONSENT JUDGMENT

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Plaintiff RAMY EDEN ("Plaintiff") and defendant D.B. & S. ENTERPRISE ("Defendant") hereby enter into this Stipulated Consent Judgment ("Consent Judgment") as follows:

WHEREAS: On or about October 25, 2023, pursuant to California Health & Safety Code section 25249.5, *et seq.* ("Proposition 65"), Plaintiff served the California Attorney General, the Sacramento County District Attorney (collectively, "Public Prosecutors"), and Defendant with a 60-Day Notice of Violation regarding each of the service stations located at the following addresses:

- 2400 Del Paso Blvd in Sacramento, California; and
- 1600 Arden Way in Sacramento, California;

WHEREAS the service stations located at 2400 Del Paso Blvd in Sacramento, California and 1600 Arden Way in Sacramento, California are collectively referred to herein as the "Subject Locations";

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

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

WHEREAS: On July 26, 2024, Plaintiff filed a civil complaint against Defendant in the above-entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at the Subject Locations ("Complaint");

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

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

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

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

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

2. APPLICATION OF THIS CONSENT JUDGMENT AND EFFECTIVE DATE

2.1 The locations covered by this Consent Judgment are the Subject Locations. 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, any operators of the Subject Locations, tenants, landlords, predecessors, successors, and assigns, and/or any other person or party who may be subject to any Proposition 65 Claims related to the Subject Locations.

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

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.

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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 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 six thousand dollars ($6,000.00) 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, Defendant shall issue two separate checks for the Civil Penalty payment: (a) one check made payable to "OEHHA" in the amount of four thousand five hundred dollars ($4,500.00); and (b) one check made payable to "Ramy Eden" in the amount of one thousand five hundred dollars ($1,500.00).

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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. Defendant agrees to provide Eden's counsel with a copy of the check payable to OEHHA, simultaneous with its penalty payment 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 eighteen thousand dollars

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($18,000.00) 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 seven (7) days of the Effective Date, Defendant shall issue one check payable to "Jarrett Charo APC" in the amount of eighteen thousand dollars ($18,000.00) 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, 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 Defendant in this matter, or with respect to the Subject Locations.

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 Locations will develop or be discovered. Eden on behalf of himself only, on one hand, and Defendant, 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. STIPULATION TO SET ASIDE DEFAULT, COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f), AND MOTION FOR COURT APPROVAL

6.1 In conjunction with the execution of this Settlement Agreement, the Parties shall execute a stipulation that stipulates and requests that the Court in the Court Action set aside the Default against Defendant and vacate Eden's Request for Entry of Default Judgment ("Stipulation"). Within five (5) court days of the Stipulation's full execution, Defendant shall file the Stipulation with the Court and, if it has not already done so, contemporaneously with the filing of the Stipulation Defendant shall enter an appearance in this matter through counsel and pay its first appearance fee to the Court.

6.2 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. Defendant agrees not to oppose such motion.

7. NOTICES

7.1 Unless specified herein, all correspondence and notices required to be provided

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

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

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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:

Dated: 1/14/2026

By: Signed by: Ramy Eden
Ramy Eden

Dated:

By: Signed by: Amarjit Dhillon
Amarjit Dhillon, CEO of D.B. & S. Enterprise

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 1/21/2026

Julie G. Yap
Judge of the Superior Court

JULIE G. YAP