

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Parties

This Settlement Agreement (the “Agreement”) is entered into by and between Ramy Eden (“Eden”), on the one hand, and 7-Eleven, Inc. (“7-Eleven”), on the other hand, with Eden and 7-Eleven each individually referred to as a “Party” and collectively as the “Parties.” Eden is an individual who resides in the State of California and seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances used in consumer products. Eden alleges that 7-Eleven is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code § 25249.6 *et seq.* (“Proposition 65”).

1.2 General Allegations

Unleaded gasoline (wholly vaporized) (the “Listed Chemical”) is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer. Eden alleges that 7-Eleven has exposed individuals to the Listed Chemical without first providing the warning required by Proposition 65 at the service stations located at the Subject Locations (as described below). 7-Eleven denies these allegations.

1.3 Description of Subject Locations

The locations covered by this Agreement are the service stations located at the following addresses: 1201 Baker Street, Costa Mesa, CA 92626 (“Baker Location”); 18590 Skipper Lane, Morgan Hill, CA 95037 (“Skipper Location”); 510 Santa Fe Drive, Encinitas, CA 92024 (“Santa Fe Location”); 1988 Village Park Way, Encinitas, CA 92024 (“Village Park Location”); 14225 Poway Road, Poway, CA 92064 (“Poway Location”). These five (5) locations are collectively referred to herein as the “Subject Locations.”

1.4 Notices of Violation

On or around June 20, 2023, Eden served 7-Eleven, the California Attorney General, and certain other public enforcement agencies with a 60-Day Notice of Violation of Proposition 65 concerning the Baker Location. On or around July 12, 2023, Eden served the aforementioned

parties with another notice of violation concerning the Skipper Location. On or around April 18, 2023, Eden served the aforementioned parties with another notice of violation concerning the Santa Fe Location, Village Park Location, and Poway Location. These three (3) notices are collectively referred to herein as the “Notices.” Each of the Notices alleges that 7-Eleven failed to provide individuals exposed to the Listed Chemical at the Subject Locations a clear and reasonable warning as required by Proposition 65. To the best of the Parties’ knowledge, no public enforcer has commenced or is otherwise prosecuting the allegations set forth in any of the Notices.

1.5 No Admission

7-Eleven denies the material, factual, and legal allegations in the Notices and maintains that the Subject Locations have been and are in compliance with all laws, including the warning requirements under Proposition 65. Nothing in this Agreement shall be construed as an admission by 7-Eleven of any fact, finding, conclusion, issue of law or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by 7-Eleven of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by 7-Eleven. This Section shall not, however, diminish or otherwise affect the obligations, responsibilities, and duties under this Agreement.

1.6 Effective Date

For purposes of this Agreement, the term “Effective Date” shall mean the date this Settlement Agreement is executed by both Parties.

1.7 Compliance Date

For purposes of this Agreement, the term “Compliance Date” shall mean sixty (60) days following the execution of the Agreement by the Parties.

2. INJUNCTIVE RELIEF

2.1 Clear and Reasonable Warnings

Commencing on the Compliance Date, 7-Eleven shall provide a “clear and reasonable warning” at each of the Subject Locations so long as 7-Eleven is “doing business” (as that term is defined in Cal. Health & Safety Code § 25249.11) at that Subject Location. For purposes of this Agreement, a “clear and reasonable” warning is one that substantially consists of the warning for

service stations described in Title 27 of California Code of Regulations sections 25607.26 and 25607.27, or otherwise complies with California Health & Safety Code § 25249.6.

(i) Changes in Warning Regulations or Statutes

In the event that the Office of Environmental Health Hazard Assessment (“OEHHA”), or a different lead agency designated in the future by the Governor to oversee or implement Proposition 65, promulgates one or more regulations requiring or permitting Proposition 65 warning text and/or methods of transmission applicable to the Subject Locations and the chemical at issue, which are different from those set forth above, 7-Eleven shall be entitled to use, at its discretion, such other warning text and/or method of transmission without being deemed in breach of this Agreement. If regulations or legislation are enacted providing that Proposition 65 warnings as to the Listed Chemical are no longer required, or if a court of competent jurisdiction finds that Proposition 65 warnings for exposures to the Listed Chemical are no longer required or that a different standard than the one required by this Agreement applies, a lack of warning or a different warning by 7-Eleven that is consistent with such revised regulations, legislation, or standard will not thereafter be a breach of this Agreement.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty Payment

Pursuant to Health and Safety Code § 25249.7(b)(2), and in settlement of all claims alleged in the Notices or referred to in this Settlement Agreement, 7-Eleven agrees to pay eleven thousand dollars (\$11,000.00) in civil penalties. The penalty payment will be allocated in accordance with California Health and Safety Code §§ 25249.12(c)(1) & (d), with 75% of the penalty amount paid to OEHHA and the remaining 25% of the penalty amount retained by Eden.

No later than fourteen (14) days after the Effective Date, 7-Eleven shall issue two separate checks for the civil penalty payment: one check made payable to OEHHA in the amount of eight thousand two hundred fifty dollars (\$8,250.00); and one check made payable to Ramy Eden in the amount of two thousand seven hundred fifty dollars (\$2,750.00). All payments owed to OEHHA (EIN: 68-0284486), pursuant to this Section shall be delivered directly to OEHHA (Memo Line “Prop 65 Penalties”) at the following addresses:

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

All penalty payments owed to Eden shall be sent to:

Ramy Eden
1286 University Ave. #1052
San Diego, CA 92103

3.2 Attorney Fees and Costs

The Parties reached an accord on the compensation due to Eden and its counsel under the private attorney general doctrine and principles of contract law. Under these legal principles, 7-Eleven agrees to pay nineteen thousand dollars (\$19,000.00) to Eden's counsel for all fees and costs incurred in investigating, bringing this matter to the attention of 7-Eleven, and negotiating a settlement ("Attorney's Fees and Costs"). The Attorney's Fees and Costs shall be due fourteen (14) days after the Effective Date or fourteen (14) days after the receipt of Jarrett Charo APC's W-9 form, whichever date is later. The Attorney's Fees and Costs shall be payable to Jarrett Charo APC.

All payments required under this section 3.2 shall be delivered to:

Jarrett S. Charo
Jarrett Charo APC
4079 Governor Drive, No. 1018
San Diego, CA 92122
jcharo@charolaw.com

3.3 Tax Documentation

7-Eleven agrees to provide a completed IRS 1099 for its payments to, and Eden agrees to provide IRS W-9 forms for, each of the payees under this Agreement. The Parties acknowledge that 7-Eleven cannot issue any settlement payments pursuant to Section 3.1 and 3.2 above until a

reasonable period after 7-Eleven receives the requisite W-9 forms from Eden's counsel. The total amount paid by 7-Eleven pursuant to this Agreement, as detailed above, is thirty thousand dollars (\$30,000.00).

4. CLAIMS COVERED AND RELEASED

4.1 Eden's Release of 7-Eleven

This Settlement Agreement is a full, final, and binding resolution between Eden, acting on his own behalf, and 7-Eleven for all claims that can or could have been asserted by Eden for himself or on behalf of his past and current agents, representatives, attorneys, successors and assignees ("Releasers"), against 7-Eleven and its respective parents, subsidiaries, franchisees, licensees, shareholders, assigns, predecessors, successors, affiliated entities, joint ventures, directors, officers, members, marketplaces, employees, agents, and attorneys and all refiners, suppliers, and distributors of the unleaded gasoline to 7-Eleven at the Subject Locations and all their respective parents, subsidiaries, shareholders, assigns, predecessors, successors, affiliated entities, joint ventures, directors, officers, members, employees, agents, and attorneys (collectively, "Releasees"), based on the alleged failure to warn about exposures to the Listed Chemical under Proposition 65 at the Subject Locations up through the Compliance Date, as described in the Notices.

In further consideration of the promises and agreements herein contained, Eden acting on his own behalf, and on behalf of his past and current agents, representatives, attorneys, successors and assignees, hereby waives any and all rights he may have to institute or participate in, directly or indirectly, any form of legal action and releases all claims against 7-Eleven and Releasees including, without limitation, all actions and causes of action, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses including, but not exclusively, investigation fees, expert fees and attorney fees arising under Proposition 65 with respect to the alleged failure to warn about exposures to the Listed Chemical under Proposition 65 at the Subject Locations up through the Compliance Date.

4.2 7-Eleven's Release of Eden

7-Eleven, on behalf of itself, its past and current agents, representatives, attorneys, successors and assignees, hereby waives any and all claims against Eden, his attorneys and other

representative, 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 the claims alleged in the Notices, or with respect to the Subject Locations.

4.3 California Civil Code Section 1542

It is possible that other claims not known to the Parties arising out of the facts alleged in the Notices and relating to alleged violations of Proposition 65 at the Subject Locations will develop or be discovered. Eden on behalf of himself only, on one hand, and 7-Eleven on behalf of itself only, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through the Compliance Date. The Parties acknowledge that the claims released in Sections 4.1 and 4.2 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.

Eden and 7-Eleven each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5. REPRESENTATIONS

5.1 As of the Effective Date, and to the fullest extent permissible under applicable law and rules of ethics, Eden's counsel represents and warrants that he is not currently retained by any other individuals or entities and is unaware of any other individuals or entities who have or may have brought, or intend to bring, claims against 7-Eleven and the Releasees relating to the alleged failure to warn about exposures to the Listed Chemical or other listed chemicals under Proposition 65 at the Subject Locations or any other service stations owned, operated, licensed, or franchised by 7-Eleven in California. Eden's counsel, including any attorneys practicing under his name or the name of his firm, hereby represents and warrants that as of the Effective Date, he has not referred, and has no present intention to refer, the Notices or any claims related to the Notices to any other

attorneys or law firms, or encourage any such attorneys or law firms to pursue claims related to the Notices against 7-Eleven and the Releasees. Nothing in this paragraph shall be construed to restrict Eden's counsel's right to practice law in contravention of the laws of any U.S. state or any rules of ethics.

5.2 Eden and Eden's counsel represent they have not assigned, encumbered, or in any manner transferred all or any portion of any claim, right, demand, action, or cause of action covered by this Agreement, and that no other person, party, or entity has any right, interest, or title to any and all of the claims arising out of the facts alleged in the Notices.

5.3 The Parties mutually agree that they will not make any statements, written or verbal, that defame or disparage the other Party or their counsel, or cause or encourage others to make any such statements.

6. PUBLIC BENEFIT

It is 7-Eleven's understanding that the commitments it has agreed to herein, and actions to be taken by 7-Eleven under this Agreement would confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Code of Regulations, tit. 11, § 3201. As such, it is the intent of 7-Eleven that to the extent any other private party serves a notice and/or initiates an action alleging a violation of Proposition 65 with respect to 7-Eleven's alleged failure to provide a clear and reasonable warning for the Listed Chemical at the Subject Locations, such private party action would not confer a significant benefit on the general public as to the Subject Locations addressed in this Agreement, provided that 7-Eleven is in material compliance with this Agreement.

7. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any provision of this Agreement is held by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

8. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California.

9. NOTICE

Unless specified herein, all correspondence and notice required to be provided pursuant to this Agreement shall be in writing and sent by: (a) electronic mail; (b) first-class, registered or certified mail, return receipt requested; or (c) a recognized overnight courier on any Party by the other at the following addresses:

For 7-Eleven:

Trenton H. Norris (trent.norris@hoganlovells.com)
Hogan Lovells US LLP
4 Embarcadero Center, Suite 3500
San Francisco, CA 94111

For Eden:

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

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

10. COUNTERPARTS; FACSIMILE SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile, Docusign, or portable document format (PDF) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

11. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

Eden and his counsel agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

12. MODIFICATION

This Settlement Agreement may be modified only by written agreement of the Parties, which is signed by both Parties.

13. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this

Settlement Agreement.

AGREED TO:

Date: 11/18/2024

Signed by:
By: Ramy Eden
RAMY EDEN

AGREED TO:

Date: December 11, 2024 | 6:41 PM PST

DocuSigned by:
By: Ron Fulencheck
7-ELEVEN, INC.
Printed name and title:

AS TO SECTION 5.1 AND 5.2

Date: 11/18/2024

JARRETT CHARO APC

DocuSigned by:
Jarrett Charo
Jarrett S. Charo