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8 Attorneys for Plaintiff  
9 RAMY KAUFLE EDEN

10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF SAN BERNARDINO**  
13

14 RAMY KAUFLE EDEN

15 Plaintiff,

16 v.

17 21<sup>ST</sup> CENTURY GROUP, INC., and DOES  
18 1 through 50, inclusive,

19 Defendants.  
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Case No.: CIVSB2407101

**[PROPOSED] STIPULATED CONSENT  
JUDGMENT**

1 Plaintiff Ramy Eden (“Plaintiff”) and defendants 21<sup>st</sup> Century Group, Inc. (“21<sup>st</sup> Century”) and  
2 Superior Energy Corporation (“Superior” and, together with 21<sup>st</sup> Century, “Defendants”) hereby enter  
3 into this Stipulated Consent Judgment (“Consent Judgment”) as follows:

4 WHEREAS: On or about June 15, 2023, Plaintiff served a 60-Day Notice of Violation upon  
5 the California Attorney General, the San Bernardino County District Attorney (collectively, “Public  
6 Prosecutors”), and 21<sup>st</sup> Century per Cal. Health & Safety Code section 25249.5, *et seq.* (“Proposition  
7 65”) with regard to the service station located at 2430 S. Euclid Ave., Ontario, California (“Subject  
8 Location”);

9 WHEREAS: The 60-Day Notice of Violation alleged that 21<sup>st</sup> Century was 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 around April 4, 2024, Plaintiff filed a civil complaint against 21<sup>st</sup> Century  
15 in the above-entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at  
16 the Subject Location (“Initial Complaint”);

17 WHEREAS: On or about May 31, 2024, Plaintiff served an Amended 60-Day Notice of  
18 Violation upon the Public Prosecutors and Defendants with regard to the Subject Location;

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

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

24 WHEREAS: On or around August 15, 2024, Plaintiff filed a first amended civil complaint  
25 against Defendants in the above-entitled Court alleging violation of Proposition 65 with regard to  
26 Unleaded Gasoline at the Subject Location (“First Amended Complaint”);

27 WHEREAS: Defendants deny Plaintiff’s allegations in the 60-Day Notice of Violation, the  
28 Amended 60-Day Notice of Violation, the Initial Complaint, and the First Amended Complaint

1 generally and specifically that 21<sup>st</sup> Century owns or operates the service station at the location and  
2 deny that they have otherwise violated Proposition 65 or engaged in any wrongdoing whatsoever;

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

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

7 **1. JURISDICTION, VENUE, AND DEFENDANTS’ DENIAL OF LIABILITY**

8 1.1 For purposes of this Consent Judgment, Plaintiff and Defendants (collectively, the  
9 “Parties”) agree that: This Court has jurisdiction over the allegations contained within the First  
10 Amended Complaint; Venue of this matter is proper in the County of San Bernardino; and this Court  
11 has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were  
12 or could have been raised in the 60-Day Notice of Violation, the Initial Complaint, the Amended 60-  
13 Day Notice of Violation, and/or the First Amended Complaint through the date of this Judgment with  
14 respect to any violation of Proposition 65 arising out of an exposure to unleaded gasoline at the Subject  
15 Location (“Proposition 65 Claims”).

16 1.2 The Parties enter into this Consent Judgment as a full and final settlement of the  
17 Proposition 65 Claims for the purpose of avoiding prolonged and costly litigation and of resolving the  
18 issues raised therein both as to past and future conduct. By execution of this Consent Judgment and  
19 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of  
20 law. Defendants’ compliance with the Consent Judgment shall not be construed as an admission by  
21 Defendants of any fact, conclusion of law, or violation of law or that 21<sup>st</sup> Century has any ownership  
22 interest in the subject service station. Defendants deny the material, factual, and legal allegations in  
23 the 60-Day Notice of Violation, the Initial Complaint, the Amended 60-Day Notice of Violation, and  
24 the First Amended Complaint and expressly denies any wrongdoing whatsoever.

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

26 2.1 The location covered by this Consent Judgment is the Subject Location. This Consent  
27 Judgment may apply to and benefit the Parties and their respective officers, directors, shareholders,  
28 employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers,


1 distributors, wholesalers, retailers, predecessors, successors, and assigns.

2 2.2 “Effective Date” shall mean, with respect to this Consent Judgment, the date on which  
3 the Court approves and enters the Consent Judgment.

4 **3. INJUNCTIVE RELIEF**

5 3.1 Clear and Reasonable Warning. As of the Effective Date, Defendants shall cause to be  
6 posted at the Subject Location a clear and reasonable exposure warning consistent with California  
7 Health and Safety Code section 25249.6 as set forth in this section 3.1.

8 The warning shall consist of the following text:

9  **WARNING:** Breathing the air in this area or skin contact with petroleum products  
10 can expose you to chemicals including benzene, motor vehicle exhaust and carbon  
11 monoxide, which are known to the State of California to cause cancer and birth  
12 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)

13 The words “**WARNING:**” shall be in all capital letters and in bold font, followed by a  
14 colon. The warning symbol to the left of the words “**WARNING:**” shall be a black exclamation  
15 point in a yellow equilateral triangle with a black outline. The symbol must be in a size no smaller  
16 than the height of the words “**WARNING:**”.

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

21 3.2 Changes to Proposition 65. If, after the Effective Date, changes are enacted to  
22 Proposition 65 or its implementing regulations which require the use of additional or different  
23 information on any warning applicable to the Subject Location (“New Warnings”), the Parties agree  
24 that the New Warnings may be used in place of the warnings set forth in section 3.1.

25 **4. MONETARY RELIEF**

26 4.1 Civil Penalty. Defendants shall collectively pay a total of four thousand dollars  
27 (\$4,000.00) as a Civil Penalty in accordance with this Section. The Civil Penalty payment shall be  
28 allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75%

1 of the Civil Penalty remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Eden.  
2 The Civil Penalty payments shall be delivered to Jarrett Charo APC which will forward the payments to  
3 OEHHA and Eden.

4 4.2 Date for Payment of Civil Penalty. Within ten (10) business days of the Effective Date,  
5 Defendants shall collectively issue two separate checks for the Civil Penalty payment: one check made  
6 payable to "OEHHA" in the amount of three thousand dollars (\$3,000.00) (with the memo line to read  
7 "Prop. 65 Penalty"); and one check made payable to "Ramy Eden" in the amount of one thousand  
8 dollars (\$1,000.00). Defendant Superior shall be solely liable for these payments and shall deliver all such checks  
9 to Plaintiff's counsel, Jarrett Charo APC, at the address set forth in Section 7.1(a) below. Upon receipt, Jarrett Charo  
10 APC will then forward such checks to OEHHA and Eden as set forth below. Eden's and his counsel's sole  
11 responsibility regarding the checks due to OEHHA and Eden is to forward them to OEHHA and Eden as set forth  
12 below. Neither Eden nor his counsel shall have any liability should such checks be dishonored, otherwise invalid, or  
13 undeliverable.

14 4.3 Payment Procedures.

15 (a) Issuance of Payments. All Payments shall be delivered to "Jarrett Charo  
16 APC." Upon receipt, Jarrett Charo APC shall deliver the checks to the recipient as follows:

- 17 (i) The Civil Penalty payment owed to Eden shall be delivered by  
18 Plaintiff's counsel, Jarrett Charo APC, to the address set forth in  
19 Eden's IRS Form W-9;  
20  
21 (ii) The Civil Penalty payment owed to OEHHA shall be delivered by  
22 Plaintiff's counsel, Jarrett Charo APC, directly to OEHHA at the  
23 following addresses:

24 For United States Postal Service Delivery:

25 Mike Gyurics  
26 Fiscal Operations Branch Chief  
27 Office of Environmental Health Hazard Assessment  
28 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 and Eden. Plaintiff’s counsel, Jarrett Charo APC, agrees to provide Defendant’s counsel with a copy of the transmittals forwarding the checks payable to OEHHA and Eden, simultaneous with Jarrett Charo APC’s forwarding of the checks to OEHHA and Eden. Jarrett Charo APC shall deliver such copy to the address provided in § 7.1(b), as proof of transmittal of the checks to OEHHA and Eden.

(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.** 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 ten (10) business days of the Effective Date, Defendants shall 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, its parent and all subsidiaries and affiliates

1 thereof, its employees, agents and assigns (collectively, the “Released Parties”).

2           5.2     Plaintiff’s Release of Released Parties. Plaintiff acting on his own behalf and in the  
3 public interest releases the Released Parties from all claims, actions, causes of actions, suits, demands,  
4 liability, damages, penalties, fees, costs, and expenses asserted or which could have been asserted  
5 based on the alleged failure to warn about exposures to unleaded gasoline under Proposition 65 at the  
6 Subject Location up through the Effective Date. Compliance with the terms of this Consent Judgment  
7 constitutes compliance with Proposition 65 with respect to exposure to unleaded gasoline at the  
8 Subject Location.

9           5.3     Defendants’ Release of Eden. Defendants, on behalf of themselves, their past and  
10 current agents, representatives, attorneys, successors and/or assignees, hereby waive any and all claims  
11 against Eden, his attorneys, and other representatives for any and all actions taken or statements made  
12 (or those that could have been taken or made) by Eden and/or his attorneys and other representatives,  
13 whether in the course of investigating claims, bringing the initial and amended 60-Day Notice of  
14 Violation, prosecution of this action, or otherwise seeking to enforce Proposition 65 against  
15 Defendants in this matter, or with respect to the Subject Location.

16           5.4     California Civil Code § 1542. It is possible that other claims not known to the Parties  
17 arising out of the facts alleged in this matter and relating to alleged violations of Proposition 65  
18 concerning the Subject Location will develop or be discovered. Eden on behalf of himself only, on  
19 one hand, and Defendants, on the other hand, acknowledge that this Consent Judgment is expressly  
20 intended to cover and include all such claims up through the Effective Date, including all rights of  
21 action therefor. The Parties acknowledge that the claims released may include unknown claims, and  
22 nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil  
23 Code § 1542 reads as follows:

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

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

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

6 6.1 Eden agrees to comply with the reporting requirements referenced in California Health  
7 & Safety Code § 25249.7(f) and to promptly bring a motion for approval of this Consent Judgment.  
8 Defendants agree not to oppose such motion.

9 **7. NOTICES**

10 7.1 Unless specified herein, all correspondence and notices required to be provided  
11 pursuant to this Consent Judgment to any Party shall be in writing and personally delivered or sent to  
12 that Party—via: (i) email; (ii) first-class registered or certified mail with return receipt requested; or  
13 (iii) overnight or two-day courier—at the following addresses:

- |                               |                                |
|-------------------------------|--------------------------------|
| 14 (a). For Plaintiff:        | (b). For Defendants:           |
| Jarrett S. Charo              | Patrick C. Carroll             |
| Jarrett Charo APC             | 6440 Oak Canyon Rd., Suite 250 |
| 4079 Governor Drive, No. 1018 | Irvine, CA 92618               |
| San Diego, CA 92122           | pcarroll.law@gmail.com         |
| jcharo@charolaw.com           |                                |

18 7.2 Any Party, from time to time, may specify in writing to any other Party a change of  
19 address to which all notices and other communications from that other Party shall be sent.

20  
21 **8. COURT APPROVAL**

22 8.1 This Consent Judgment shall not become effective until approved and entered by the  
23 Court. If this Consent Judgment is not entered by the Court, it shall be of no force or effect, and shall  
24 not be introduced into evidence or otherwise used in any proceeding for any purpose.

25 **9. GOVERNING LAW**

26 9.1 The terms of this Consent Judgment shall be governed by the law of the State of  
27 California.

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**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. In the event Proposition 65 is repealed or preempted as to the Subject Location, then Defendants shall have no further obligation pursuant to this Consent Judgment with respect to, and to the extent that, the Subject Location is so affected.

**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.

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**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:**

9/24/2024

Dated:

Signed by:  
By: Ramy Eden  
14D08191F02B41A...  
Ramy Eden

Dated:

By: [Signature]  
Yadolla Mahmoodzadeh as president of and on behalf of 21<sup>st</sup> Century Group, Inc.

By: [Signature]  
Yadolla Mahmoodzadeh as president of and on behalf Superior Energy Corporation

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

Dated: \_\_\_\_\_  
Judge of the Superior Court