

1 JARRETT CHARO APC
Jarrett Charo, Esq. (SBN 224001)
2 4079 Governor Dr., No. 1018
San Diego, California 92122
3 P: (619) 350-3334
jcharo@charolaw.com

4 Joseph R. Manning, Jr., Esq. (State Bar No. 223381)
5 MANNING LAW, APC
26100 Towne Centre Drive
6 Foothill Ranch, CA 92610
(949) 200-8755 Phone
7 (866) 843-8308 Fax
GasVaporProp65@manninglawoffice.com

8 Attorneys for Plaintiff
9 RAMY KAUFLE EDEN

10 Wendy Manley (State Bar No. 177743)
FENNEMORE WENDEL
11 1111 Broadway, 24th Floor
Oakland, California 94607
12 (510) 834-6600 Phone
(510) 834-1928 Fax
13 wmanley@fennemorelaw.com

14 Attorneys for Defendant
15 PACIFIC GLOBE, INC.

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF SAN BERNARDINO

19 RAMY KAUFLE EDEN

20 Plaintiff,

21 v.

22 PACIFIC GLOBE, INC.; and DOES 1
23 through 50, inclusive,

24 Defendants.
25
26

Case No.: CIVRS2400404

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

1 Plaintiff RAMY EDEN (“Plaintiff”) and defendant PACIFIC GLOBE, INC. (“Defendant”)
2 hereby enter into this Stipulated Consent Judgment (“Consent Judgment”) as follows:

3 WHEREAS: On or about June 15, 2023, pursuant to California Health & Safety Code section
4 25249.5, *et seq.* (“Proposition 65”), Plaintiff served the California Attorney General, the San
5 Bernardino County District Attorney (collectively, “Public Prosecutors”), and Defendant with a 60-
6 Day Notice of Violation regarding the service stations located at 12340 Highland Ave., Rancho
7 Cucamonga, California (“Subject Location”);

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

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

13 WHEREAS: On July 10, 2024, Plaintiff filed a civil complaint against Defendant in the above-
14 entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at the Subject
15 Location (“Complaint”);

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

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

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

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

24 1.1 For purposes of this Consent Judgment, Plaintiff and Defendant (collectively, the
25 “Parties”) agree that: This Court has jurisdiction over the allegations contained within the Complaint;
26 Venue of this matter is proper in the County of San Bernardino; and this Court has jurisdiction to enter
27 this Consent Judgment as a full and final resolution of all claims which were or could have been
28 raised in the Complaint and/or the 60-Day Notice of Violation and through the date of this Judgment

1 with respect to any violation of Proposition 65 arising out of an exposure to unleaded gasoline at the
2 Subject Location (“Proposition 65 Claims”).

3 1.2 The Parties enter into this Consent Judgment as a full and final settlement of the
4 Proposition 65 Claims for the purpose of avoiding prolonged and costly litigation and of resolving the
5 issues raised therein both as to past and future conduct. By execution of this Consent Judgment and
6 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of
7 law. Defendant’s compliance with the Consent Judgment shall not be construed as an admission by
8 Defendant of any fact, conclusion of law, or violation of law. Defendant denies the material, factual,
9 and legal allegations in the 60-Day Notice of Violation and the Complaint and expressly denies any
10 wrongdoing whatsoever.

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


12 2.1 The location covered by this Consent Judgment is the Subject Location. This Consent
13 Judgment may apply to and benefit the Parties and their respective officers, directors, shareholders,
14 employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers,
15 distributors, wholesalers, retailers, predecessors, successors, and assigns.

16 2.2 “Effective Date” shall mean, with respect to this Consent Judgment, the date on which
17 the Court approves and enters the Consent Judgment.

18 **3. INJUNCTIVE RELIEF**

19 3.1 Clear and Reasonable Warning. As of the Effective Date, Defendant shall cause to be
20 posted at the Subject Location a clear and reasonable exposure warning consistent with California
21 Health and Safety Code section 25249.6 as set forth in this section 3.1.

22 The warning shall consist of the following text:

23  **WARNING:** Breathing the air in this area or skin contact with petroleum products
24 can expose you to chemicals including benzene, motor vehicle exhaust and carbon
25 monoxide, which are known to the State of California to cause cancer and birth
26 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

27 The words “**WARNING:**” shall be in all capital letters and in bold font, followed by a
28 colon. The warning symbol to the left of the words “**WARNING:**” shall be a black exclamation

1 point in a yellow equilateral triangle with a black outline. The symbol must be in a size no smaller
2 than the height of the words “WARNING.”.

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

8 3.2 Changes to Proposition 65. If, after the Effective Date, changes are enacted to
9 Proposition 65 or its implementing regulations which require the use of additional or different
10 information or formatting on any warning applicable to the Subject Location (“New Warnings”), the
11 Parties agree that the New Warnings may be used in place of the warnings set forth in section 3.1.

12 4. MONETARY RELIEF

13 4.1 Civil Penalty. Defendant shall pay a total of four thousand dollars (\$4,000.00) as a Civil
14 Penalty in accordance with this Section. The Civil Penalty payment shall be allocated in accordance
15 with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Civil Penalty
16 remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Eden. The Civil Penalty
17 payments shall be delivered to the addresses identified in § 4.3, below.

18 4.2 Date for Payment of Civil Penalty. Within ten (10) days of the Effective Date, Defendant
19 shall issue two separate checks for the Civil Penalty payment: (a) one check made payable to
20 “OEHHA” in the amount of three thousand dollars (\$3,000.00); and (b) one check made payable to
21 “Ramy Eden” in the amount of one thousand dollars (\$1,000.00).

22 4.3 Payment Procedures.

23 (a) Issuance of Payments. Payments shall be delivered as follows:

- 24 (i) The Civil Penalty payment owed to Eden shall be delivered to the
25 address set forth in Eden’s IRS Form W-9;
- 26 (ii) The Civil Penalty payment owed to OEHHA shall be delivered
27 directly to OEHHA (Memo Line “Prop 65 Penalties”) at one of the
28 following addresses (depending on whether delivery is made via

1 United States Postal Service or a different courier):

2 For United States Postal Service Delivery:
3 Mike Gyurics
4 Fiscal Operations Branch Chief
5 Office of Environmental Health Hazard Assessment
6 P.O. Box 4010
7 Sacramento, CA 95812-4010

8 For Non-United States Postal Service Delivery:
9 Mike Gyurics
10 Fiscal Operations Branch Chief
11 Office of Environmental Health Hazard Assessment
12 1001 I Street
13 Sacramento, CA 95814

14 (b) Copy of Payment to OEHHA. Defendant agrees to provide Eden’s counsel
15 with a copy of the check payable to OEHHA, simultaneous with its penalty payments to
16 Eden, which copy shall be delivered to the address provided in § 7.1(a), as proof of payment
17 to OEHHA.

18 (c) Tax Documentation. Within five (5) business days of the Parties fully
19 executing this Consent Judgment, Eden shall provide IRS W-9 forms for each of the
20 following payees:

- 21 (i) “Ramy Eden”;
- 22 (ii) “Jarrett Charo APC” (EIN: 84-2408511); and
- 23 (iii) “Office of Environmental Health Hazard Assessment” (EIN: 68-
24 0284486).

25 4.4 Attorney’s Fees and Costs. Defendant shall pay a total of sixteen thousand dollars
26 (\$16,000.00) to Plaintiff’s counsel, Jarrett Charo APC, which is entitled to attorney’s fees and costs
27 incurred by it in this action for, including, without limitation, investigating potential violations,
28 bringing this matter to Defendant’s attention, prosecuting this action in court, and negotiating a
settlement in the public interest. Within ten (10) days of the Effective Date, Defendant 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 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 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 Notice of Violation, prosecution of this action, or otherwise seeking to enforce Proposition 65 against Defendant 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 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:

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

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

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

10
11 6.1 Eden agrees to comply with the reporting requirements referenced in California Health
12 & Safety Code § 25249.7(f) and to promptly bring a motion for approval of this Consent Judgment.
13 Defendant agrees not to oppose such motion.

14 **7. NOTICES**

15 7.1 Unless specified herein, all correspondence and notices required to be provided
16 pursuant to this Consent Judgment to any Party shall be in writing and personally delivered or sent to
17 that Party—via: (i) email; (ii) first-class registered or certified mail with return receipt requested; or
18 (iii) overnight or two-day courier—at the following addresses:

19 (a). For Plaintiff:
20 Jarrett S. Charo, Esq.
21 Jarrett Charo APC
22 4079 Governor Drive, No. 1018
23 San Diego, CA 92122
24 jcharo@charolaw.com

(b). For Defendant:
Wendy L. Manley, Esq.
Fennemore Wendel
1111 Broadway, 24th Floor
Oakland, CA 94607
wmanley@fennemorelaw.com

25 7.2 Any Party, from time to time, may specify in writing to any other Party a change of
26 address to which all notices and other communications from that other Party shall be sent.

27 **8. COURT APPROVAL**

28 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

1 not be introduced into evidence or otherwise used in any proceeding for any purpose.

2 **9. GOVERNING LAW**

3 9.1 The terms of this Consent Judgment shall be governed by the law of the State of
4 California.

5 **10. ENTIRE AGREEMENT**

6 10.1 This Consent Judgment contains the sole and entire agreement of the Parties with
7 respect to the entire subject matter herein, and any and all prior negotiations and understandings
8 related hereto shall be deemed to have been merged within it. No representations or terms of
9 agreement other than those contained herein exist or have been made by any Party with respect to the
10 other Party or the subject matter hereof.

11 **11. MODIFICATION**

12 11.1 No supplementation, modification, waiver, or termination of this Consent Judgment
13 shall be binding unless executed in writing by the Party to be bound thereby and approved and ordered
14 by the Court; or upon the Court granting a motion brought by any of the Parties.

15 **12. RETENTION OF JURISDICTION**

16 12.1 This Court shall retain jurisdiction of this matter to implement, enforce, or modify the
17 Consent Judgment. Any alleged breach of the terms of this Consent Judgment shall be brought in this
18 Court.

19 **13. COUNTERPARTS: SIGNATURES**

20 13.1 This Consent Judgment may be executed in counterparts and by facsimile, .pdf signature,
21 or Docusign signature, each of which shall be deemed an original, and all of which, when taken
22 together, shall constitute one and the same document. Any photocopy of the executed Consent
23 Judgment shall have the same force and effect as the original.

24 **14. AUTHORIZATION**

25 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by
26 the Party he or she represents to stipulate to this Consent Judgment and has read, understood, and
27 agrees to each of the terms and conditions contained herein.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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:

10/7/2024

Dated: _____

Signed by:
Ramy Eden
Ramy Eden

By: _____

Dated: *10/2/2024*

By: *[Signature]*
Behrooz Mirshafiee, President on behalf of Pacific Globe, Inc.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

Judge of the Superior Court