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Attorneys for Plaintiff  
RAMY KAUFLE EDEN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

RAMY KAUFLE EDEN

Plaintiff,

v.

RADC ENTERPRISES, INC., and DOES 1  
through 50, inclusive,

Defendants.

Case No.: 24STCV06752

**[PROPOSED] STIPULATED CONSENT  
JUDGMENT**

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

3 WHEREAS: On or about June 19, 2023, pursuant to California Health & Safety Code section  
4 25249.5, *et seq.* (“Proposition 65”), Plaintiff served the California Attorney General, the Los Angeles  
5 County District Attorney, the Los Angeles City Attorney (collectively, “Public Prosecutors”), and  
6 Defendant with a 60-Day Notice of Violation regarding the service station located at 18501  
7 Devonshire Street in Los Angeles, 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 March 18, 2024, Plaintiff filed a civil complaint against Defendant in the  
14 above-entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at the  
15 Subject 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 Los Angeles; 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 purported violation of Proposition 65 arising out of an exposure to unleaded  
2 gasoline at the 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 Anabi Oil Corporation and their respective officers,  
14 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees,  
15 licensees, customers, distributors, wholesalers, retailers, any operators of the Subject Location, tenants,  
16 landlords, predecessors, successors, and assigns, and/or any other person or party who may be subject  
17 to any Proposition 65 Claims related to the Subject Location.

18 2.2 “Effective Date” shall mean, with respect to this Consent Judgment, the date on which  
19 the Court approves and enters the Consent Judgment.

20 **3. INJUNCTIVE RELIEF**

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

24 The warning shall consist of the following text:

25  **WARNING:** Breathing the air in this area or skin contact with petroleum products  
26 can expose you to chemicals including benzene, motor vehicle exhaust and carbon  
27 monoxide, which are known to the State of California to cause cancer and birth  
28 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)



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(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 payments 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 (but no less than seven (7) calendar days ahead of the Effective Date, 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 eight thousand dollars (\$8,000.00) 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) calendar days of the Effective Date, Defendant shall

1 issue one check payable to “Jarrett Charo APC” in the amount of eight thousand dollars (\$8,000.00)  
2 and deliver it to the address identified in § 7.1(a), below.

3 **5. CLAIMS COVERED AND RELEASED**

4 5.1 This Consent Judgment is a full, final and binding resolution between Plaintiff on  
5 behalf of himself and in the public interest, and Defendant and its respective officers, directors,  
6 members, shareholders, employees, attorneys, agents, parent companies, subsidiaries, divisions,  
7 affiliates, suppliers, franchisees, licensees, and retailers, its parent and all subsidiaries and affiliates  
8 thereof, its employees, agents and assigns (collectively, the “Released Parties”).

9 5.2 Plaintiff’s Release of Released Parties. Plaintiff acting on his own behalf and in the  
10 public interest releases the Released Parties from all claims, actions, causes of actions, suits, demands,  
11 liability, damages, penalties, fees, costs, and expenses asserted or which could have been asserted  
12 based on the alleged failure to warn about exposures to unleaded gasoline under Proposition 65 at the  
13 Subject Location up through the Effective Date. Compliance with the terms of this Consent Judgment  
14 constitutes compliance with Proposition 65 with respect to exposure to unleaded gasoline at the  
15 Subject Location.

16 5.3 Defendant’s Release of Eden. Defendant, on behalf of itself, its past and current agents,  
17 representatives, attorneys, successors and/or assignees, hereby waives any and all claims against Eden,  
18 his attorneys, and other representatives for any and all actions taken or statements made (or those that  
19 could have been taken or made) by Eden and/or his attorneys and other representatives, whether in the  
20 course of investigating claims, bringing the 60-Day Notice of Violation, prosecution of this action, or  
21 otherwise seeking to enforce Proposition 65 against Defendant in this matter, or with respect to the  
22 Subject Location.

23 5.4 California Civil Code § 1542. It is possible that other claims not known to the Parties  
24 arising out of the facts alleged in this matter and relating to alleged violations of Proposition 65  
25 concerning the Subject Location will develop or be discovered. Eden on behalf of himself only, on  
26 one hand, and Defendant, on the other hand, acknowledge that this Consent Judgment is expressly  
27 intended to cover and include all such claims up through the Effective Date, including all rights of  
28 action therefor. The Parties acknowledge that the claims released may include unknown claims, and

1 nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil  
2 Code § 1542 reads as follows:

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

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

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

12  
13 6.1 Eden agrees to comply with the reporting requirements referenced in California Health  
14 & Safety Code § 25249.7(f) and to promptly bring a motion for approval of this Consent Judgment so  
15 long as sufficient time is provided for the dates and deadlines contemplated in this Consent Judgment.  
16 Defendant agrees not to oppose such motion.

17 **7. NOTICES**

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

22 (a). For Plaintiff:  
23 Jarrett S. Charo  
24 Jarrett Charo APC  
25 4079 Governor Drive, No. 1018  
26 San Diego, CA 92122  
27 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

28 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.

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**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**

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



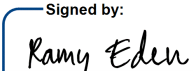
1 the Party he or she represents to stipulate to this Consent Judgment and has read, understood, and  
2 agrees to each of the terms and conditions contained herein.

3 **15. SEVERABILITY**

4 15.1 If, subsequent to Court approval of this Consent Judgment, any part or provision is  
5 declared by a Court to be invalid, void, or unenforceable, the remaining portions or provisions shall  
6 continue in full force and effect.

7 **STIPULATED AND AGREED TO:**

8 Dated: 8/12/2024

9 By:   
10 Signed by:  
Ramy Eden

11 Dated: 8/9/2024

12 By:   
13 Rawa Anabi on behalf of RADC Enterprises, Inc.

14  
15 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

16 Dated: \_\_\_\_\_  
17 \_\_\_\_\_  
18 Judge of the Superior Court