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8 Attorneys for Plaintiff  
9 RAMY KAUFLE EDEN

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO**

RAMY KAUFLE EDEN

Plaintiff,

v.

ANABI REAL ESTATE  
DEVELOPMENT, LLC; RADC  
ENTERPRISES, INC., and DOES 1  
through 50, inclusive,

Defendants.

Case No.: CIV SB 2407282

**[PROPOSED] STIPULATED CONSENT  
JUDGMENT**

1 Plaintiff RAMY EDEN (“Plaintiff”) and defendants ANABI REAL ESTATE  
2 DEVELOPMENT, LLC and RADC ENTERPRISES, INC. (“Defendants”) hereby enter into this  
3 Stipulated Consent Judgment (“Consent Judgment”) as follows:

4 WHEREAS: On or about June 15, 2023, pursuant to California Health & Safety Code section  
5 25249.5, *et seq.* (“Proposition 65”), Plaintiff served the California Attorney General, the San  
6 Bernardino County District Attorney and Defendants with a 60-Day Notice of Violation regarding the  
7 service station located at 202 S. Mountain Ave. in Upland, California (“Mountain Location”).

8 WHEREAS: On or about June 23, 2023, pursuant to Proposition 65, Plaintiff served the  
9 California Attorney General, the Los Angeles County District Attorney, the Los Angeles City  
10 Attorney, and Defendants with a 60-Day Notice of Violation regarding the service station located at  
11 5137 N. Figueroa St. in Los Angeles, California (“Figueroa Location”);

12 WHEREAS the Mountain Location and the Figueroa Location are collectively referred to  
13 herein as the “Subject Locations”;

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

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

19 WHEREAS: On or about April 5, 2024, Plaintiff filed a civil complaint against Defendants in  
20 the above-entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at the  
21 Subject Locations (“Complaint”);

22 WHEREAS: Defendants deny Plaintiff’s allegations in the 60-Day Notices of Violation and in  
23 the Complaint and deny that they have otherwise violated Proposition 65 or engaged in any  
24 wrongdoing whatsoever;

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

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

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

2           1.1 For purposes of this Consent Judgment, Plaintiff and Defendants (collectively, the  
3 “Parties”) agree that: This Court has jurisdiction over the allegations contained within the Complaint;  
4 Venue of this matter is proper in the County of San Bernardino; and this Court has jurisdiction to enter  
5 this Consent Judgment as a full and final resolution of all claims which were or could have been  
6 raised in the Complaint and/or the 60-Day Notices of Violation and through the date of this Judgment  
7 with respect to any purported violation of Proposition 65 arising out of an exposure to unleaded  
8 gasoline at the Subject Locations (“Proposition 65 Claims”).

9           1.2 The Parties enter into this Consent Judgment as a full and final settlement of the  
10 Proposition 65 Claims for the purpose of avoiding prolonged and costly litigation and of resolving the  
11 issues raised therein both as to past and future conduct. By execution of this Consent Judgment and  
12 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of  
13 law. Defendants’ compliance with the Consent Judgment shall not be construed as an admission by  
14 Defendants of any fact, conclusion of law, or violation of law. Defendants deny the material, factual,  
15 and legal allegations in the 60-Day Notices of Violation and the Complaint and expressly deny any  
16 wrongdoing whatsoever.

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

18           2.1 The locations covered by this Consent Judgment are the Subject Locations. This  
19 Consent Judgment may apply to and benefit the Parties, Anabi Oil Corporation and their respective  
20 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,  
21 franchisees, licensees, customers, distributors, wholesalers, retailers, any operators of the Subject  
22 Locations, tenants, landlords, predecessors, successors, and assigns, and/or any other person or party  
23 who may be subject to any Proposition 65 Claims related to the Subject Locations.


24           2.2 “Effective Date” shall mean, with respect to this Consent Judgment, the date on which  
25 the Court approves and enters the Consent Judgment.

26   **3. INJUNCTIVE RELIEF**

27           3.1 Clear and Reasonable Warning. As of the Effective Date, Defendants shall cause to be  
28 posted at each of the Subject Locations a clear and reasonable exposure warning consistent with

1 California Health and Safety Code section 25249.6 as set forth in this section 3.1.

2 The warning shall consist of the following text:

3  **WARNING:** Breathing the air in this area or skin contact with petroleum products  
4 can expose you to chemicals including benzene, motor vehicle exhaust and carbon  
5 monoxide, which are known to the State of California to cause cancer and birth  
6 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)

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

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

15 3.2 Changes to Proposition 65. If, after the Effective Date, changes are enacted to  
16 Proposition 65 or its implementing regulations which require the use of additional or different  
17 information on any warning applicable to the Subject Locations (“New Warnings”), the Parties agree  
18 that the New Warnings may be used in place of the warnings set forth in section 3.1 and/or may take  
19 any other steps or measures to comply with any applicable regulations.

20 **4. MONETARY RELIEF**

21 4.1 Civil Penalty. Defendants shall collectively pay a total of five thousand dollars  
22 (\$5,000.00) as a Civil Penalty in accordance with this Section. The Civil Penalty payment shall be  
23 allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75%  
24 of the Civil Penalty remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Eden.  
25 The Civil Penalty payments shall be delivered to the addresses identified in § 4.3, below.

26 4.2 Date for Payment of Civil Penalty. Within seven (7) days of the Effective Date, Defendants  
27 shall collectively issue two separate checks for the Civil Penalty payment: (a) one check made payable  
28 to “OEHHA” in the amount of three thousand seven hundred fifty dollars (\$3,750.00); and (b) one

1 check made payable to “Ramy Eden” in the amount of one thousand two hundred fifty dollars  
2 (\$1,250.00). Defendants shall be jointly and severally liable for these payments.

3 4.3 Payment Procedures.

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

5 (i) The Civil Penalty payment owed to Eden shall be delivered to the  
6 address set forth in Eden’s IRS Form W-9;

7 (ii) The Civil Penalty payment owed to OEHHA shall be delivered  
8 directly to OEHHA (Memo Line “Prop 65 Penalties”) at one of the  
9 following addresses (depending on whether delivery is made via  
10 United States Postal Service or a different courier):

11 For United States Postal Service Delivery:

12 Mike Gyurics  
13 Fiscal Operations Branch Chief  
14 Office of Environmental Health Hazard Assessment  
15 P.O. Box 4010  
16 Sacramento, CA 95812-4010

17 For Non-United States Postal Service Delivery:

18 Mike Gyurics  
19 Fiscal Operations Branch Chief  
20 Office of Environmental Health Hazard Assessment  
21 1001 I Street  
22 Sacramento, CA 95814

23 (b) Copy of Payment to OEHHA. Defendants agree to provide Eden’s counsel  
24 with a copy of the check payable to OEHHA, simultaneous with their penalty payments to  
25 Eden, which copy shall be delivered to the address provided in § 7.1(a), as proof of payment  
26 to OEHHA.

27 (c) Tax Documentation. Within five (5) business days of the Parties fully  
28 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-

1 0284486).

2 4.4 Attorney’s Fees and Costs. Defendants shall collectively pay a total of eight thousand  
3 five hundred dollars (\$8,500.00) to Plaintiff’s counsel, Jarrett Charo APC, which is entitled to  
4 attorney’s fees and costs incurred by it in this action for, including, without limitation, investigating  
5 potential violations, bringing this matter to Defendants’ attention, prosecuting this action in court, and  
6 negotiating a settlement in the public interest. Within seven (7) days of the Effective Date, Defendants  
7 shall collectively issue one check payable to “Jarrett Charo APC” in the amount of eight thousand five  
8 hundred dollars (\$8,500.00) and deliver it to the address identified in § 7.1(a), below. Defendants shall  
9 be jointly and severally liable for this payment.

10 **5. CLAIMS COVERED AND RELEASED**

11 5.1 This Consent Judgment is a full, final and binding resolution between Plaintiff on  
12 behalf of himself and in the public interest, and Defendants and their respective officers, directors,  
13 members, shareholders, employees, attorneys, agents, parent companies, subsidiaries, divisions,  
14 affiliates, suppliers, franchisees, licensees, and retailers, their parent and all subsidiaries and affiliates  
15 thereof, their employees, agents and assigns (collectively, the “Released Parties”).

16 5.2 Plaintiff’s Release of Released Parties. Plaintiff acting on his own behalf and in the  
17 public interest releases the Released Parties from all claims, actions, causes of actions, suits, demands,  
18 liability, damages, penalties, fees, costs, and expenses asserted or which could have been asserted  
19 based on the alleged failure to warn about exposures to unleaded gasoline under Proposition 65 at the  
20 Subject Locations up through the Effective Date. Compliance with the terms of this Consent Judgment  
21 constitutes compliance with Proposition 65 with respect to exposure to unleaded gasoline at the  
22 Subject Locations.

23 5.3 Defendants’ Release of Eden. Defendants, on behalf of themselves, their past and  
24 current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all  
25 claims against Eden, his attorneys, and other representatives for any and all actions taken or statements  
26 made (or those that could have been taken or made) by Eden and/or his attorneys and other  
27 representatives, whether in the course of investigating claims, bringing the 60-Day Notices of  
28 Violation, prosecution of this action, or otherwise seeking to enforce Proposition 65 against

1 Defendants in this matter, or with respect to the Subject Locations.

2 5.4 California Civil Code § 1542. It is possible that other claims not known to the Parties  
3 arising out of the facts alleged in this matter and relating to alleged violations of Proposition 65  
4 concerning the Subject Locations will develop or be discovered. Eden on behalf of himself only, on  
5 one hand, and Defendants, on the other hand, acknowledge that this Consent Judgment is expressly  
6 intended to cover and include all such claims up through the Effective Date, including all rights of  
7 action therefor. The Parties acknowledge that the claims released may include unknown claims, and  
8 nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil  
9 Code § 1542 reads as follows:

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

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

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

19 6.1 Eden agrees to comply with the reporting requirements referenced in California Health  
20 & Safety Code § 25249.7(f) and to promptly bring a motion for approval of this Consent Judgment so  
21 long as sufficient time is provided for the dates and deadlines contemplated in this Consent Judgment.  
22 Defendants agree not to oppose such motion.

23 **7. NOTICES**

24 7.1 Unless specified herein, all correspondence and notices required to be provided  
25 pursuant to this Consent Judgment to any Party shall be in writing and personally delivered or sent to  
26 that Party—via: (i) email; (ii) first-class registered or certified mail with return receipt requested; or  
27 (iii) overnight or two-day courier—at the following addresses:  
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(a). For Plaintiff:  
Jarrett S. Charo  
Jarrett Charo APC  
4079 Governor Drive, No. 1018  
San Diego, CA 92122  
jcharo@charolaw.com

(b). For Defendants:  
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**

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.



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**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:**

8/12/2024

Dated:

Signed by:

By:

Ramy Eden  
Ramy Eden

Dated: 8/9/2024

By:

Rawa Anabi  
Rawa Anabi on behalf of Anabi Real Estate Development, LLC and  
RADC Enterprises, Inc.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court