

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties. This Settlement Agreement is entered into by and between Ramy Eden (“Eden”) and Moller Retail, Inc. (“Moller”) and Palisades Retail, Inc. (“Palisades” and together with Moller “Defendants”). Eden, Moller, and Palisades are collectively referred to as the “Parties,” and each individually as a “Party.” Eden alleges that Defendants are persons in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6, et seq. (“Proposition 65”).

1.2 General Allegations. Eden alleges: Defendants exposed individuals to the chemical unleaded gasoline at the service station located at 910 E Betteravia Rd. in Santa Maria, California without first providing individuals the health hazard exposure warning required by Proposition 65. Unleaded gasoline is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer. Defendants deny these allegations.

1.3 Description of Subject Location. The location covered by this Settlement Agreement is the service station located at 910 E. Betteravia Rd. in Santa Maria, California (“Subject Location”).

1.4 Notice of Violation and Court Action. On June 27, 2023, Eden served Defendants and various public enforcement agencies with a notice of violation regarding the Subject Location which was assigned Attorney General Number 2023-01847 (“Notice”). The Notice alleged that Defendants were in violation of California Health & Safety Code § 25249.6, for failing to provide the requisite warnings to customers and other individuals who came onto the premises of the Subject Location. To date, no public enforcer has diligently prosecuted the allegations set forth in the Notice. On or around July 12, 2024, Plaintiff filed a court complaint in the Superior Court of the State of California, County of Ventura, against Defendants alleging that they failed to provide the requisite warnings to customers and other individuals who came onto the premises of the Subject Location (“Complaint”). This court action was assigned court case number 2024CUMC027802 (“Court Action”). Defendants deny the allegations contained in the Notice and the Complaint.


1.5 No Admission. As stated above, Defendants deny the material, factual, and legal allegations contained in the Notice and Complaint and maintains that, to the best of its knowledge, the Subject Location has been, and is, in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Defendants of any fact, finding, conclusion, issue of law, or violation of law; nor shall compliance

with this Settlement Agreement constitute or be construed as an admission by Defendants of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Defendants. However, this section shall not diminish or otherwise affect the obligations, responsibilities and duties under this Settlement Agreement. Notwithstanding the allegations in the Notice, Defendants maintain that it has not violated Proposition 65.

1.6 Effective Date. The term “Effective Date” shall mean the later of the date on which the Court approves this Settlement Agreement.

2. INJUNCTIVE RELIEF: WARNINGS

2.1 Clear and Reasonable Warning. As of the Effective Date, and continuing thereafter so long as Defendants operate a service station at the Subject Location, Defendants shall cause a clear and reasonable exposure warning as set forth in this section 2.1 to be displayed. The warning shall consist of the following text:

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

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

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

2.2 Compliance with Warning Regulations. The Parties agree that Defendants shall be deemed to be in compliance with this Settlement Agreement by either adhering to § 2.1 of this Settlement Agreement, providing warnings that comply with Health and Safety Code § 25249.6, or complying with any applicable requirements, rules, or regulations, including those adopted by the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”) after the Effective Date.

3. **PENALTIES PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)**

Pursuant to California Health and Safety Code § 25249.7(b)(2), and in settlement of all the claims alleged in the Notice or referred to in this Settlement Agreement, Defendants shall collectively pay a total of \$3,000.00 (three thousand dollars) as a Civil Penalty in accordance with this Section. The Civil Penalty payment shall be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Penalty remitted to OEHHA and the remaining 25% of the Penalty remitted to Eden. The Civil Penalty payments shall be delivered to the addresses identified in § 3.2, below.

3.1 Date for Payment of Civil Penalty. Within three (3) days of the later of the Effective Date or receipt of IRS W-9 forms for Eden and OEHHA, Defendants shall collectively issue two separate payments for the Civil Penalty payment: one payment made by check payable to “OEHHA” in the amount of \$2,250.00 (two thousand two hundred fifty dollars); and one check made payable to (b) “Ramy Eden” in the amount of \$750.00 (seven hundred fifty dollars). Each of the Civil Penalty payments shall be delivered to the addresses identified in § 3.2, below. Defendants shall be jointly and severally liable for making the Civil Penalty payments.

3.2 Payment Procedures.

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

(i) The payment owed to Eden, pursuant to § 3, shall be delivered to address set forth in Eden’s IRS Form W-9.

(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. Defendants agree 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 § 8(a), as proof of payment to OEHHA.

(c) Tax Documentation. Eden agrees to provide IRS W-9 forms for, each of the following payees under this Settlement Agreement:

- (i) “Ramy Eden” whose address and tax identification number shall be provided within three (3) business days after this Settlement Agreement is fully executed by the Parties;
- (ii) “Jarrett Charo APC” (EIN: 84-2408511) at the address provided in Section 8(a); and
- (iii) “Office of Environmental Health Hazard Assessment” (EIN: 68-0284486) 1001 I Street, Sacramento, CA 95814.

4. REIMBURSEMENT OF FEES AND COSTS

The Parties acknowledge that Eden and his counsel offered to reach preliminary agreement on the material terms of this dispute before reaching terms on the amount of fees and costs to be reimbursed to them. The Parties thereafter reached an accord on the compensation due to Eden and his counsel under general contract principles and the private attorney general doctrine and principles codified at California Code of Civil Procedure § 1021.5, for all work performed through the settlement of this matter. Under these legal principles, Defendants shall collectively reimburse Eden’s counsel for fees and costs incurred as a result of investigating and bringing this matter to their attention and negotiating a settlement in the public interest in the total amount of \$9,500.00 (nine thousand five hundred dollars). Within three (3) days of the later of the Effective Date or receipt of the IRS W-9 form for Jarrett Charo APC, Defendants shall collectively issue one check payable to “Jarrett Charo APC” in the amount of \$9,500.00 (nine thousand five hundred dollars) and deliver it to the address identified in § 8(a), below. Defendants shall be jointly and severally liable for this payment.

5. RELEASE OF ALL CLAIMS

5.1 Release of Defendants and affiliated entities. This Settlement Agreement is a full, final and binding resolution between Eden, acting solely on his own behalf, and Defendants of any violation of Proposition 65 that was or could have been asserted by Eden or on behalf of his past and current agents, representatives, attorneys, successors, and/or assigns (“Releasers”) against Defendants and their respective parents, subsidiaries, assigns, predecessors, successors, affiliated entities, directors, officers, members, marketplaces, employees,

customers, distributors, franchisees, licensees, retailers, shareholders, managers, representatives, agents, and attorneys (“Releasees”), based on the alleged failure to warn about exposures to unleaded gasoline under Proposition 65 at the Subject Location up through the Effective Date, as alleged in the Notice and/or Complaint. Compliance with the terms of this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposures to unleaded gasoline at the Subject Location, as set forth in the Notice and/or Complaint. Releasors hereby waive any and all claims against Releasees, for any and all actions taken or statements made (or those that could have been taken or made) by Releasees, relating to enforcement of Proposition 65 concerning exposure to Unleaded Gasoline (Wholly Vaporized) at the Subject Location.

5.2 Release of Eden. Defendants on their own behalf and on behalf of its past and current agents, representatives, attorneys, successors and/or assignees, hereby waive 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, otherwise seeking to enforce Proposition 65 against them in this matter, or with respect to the Subject Location.

5.3 California Civil Code § 1542. It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to alleged violations of Proposition 65 at the Subject Location will develop or be discovered. Eden on behalf of himself only, on one hand, and Defendants, on the other hand, acknowledge that this Settlement Agreement 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 in §§ 5.1 and 5.2, above, 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.

Each Party acknowledges and understands the significance and consequences of this specific waiver of California Civil Code § 1542.

5.5. Plaintiff understands and acknowledges that the significant and consequence of this waiver of California Civil Code Section 1542 is that even if Plaintiff suffers future damages arising out of or resulting from, or related directly or indirectly to, in whole or in part, any claims arising from any violation of Proposition 65 or any other statutory or common law regarding the failure to warn about exposure to the Unleaded Gasoline and/or affiliated chemicals, including but not limited to any exposure to the Unleaded Gasoline and/or any affiliated chemicals, or failure to warn with respect to the exposure to the Unleaded Gasoline and/or any affiliated chemicals. Plaintiff will not be able to make any claim for those damages against Releasees. Furthermore, Plaintiff acknowledges that he intends these consequences for any such claims arising from any violation of Proposition 65 or any other statutory or common law regarding the failure to warn about exposure of the Unleaded Gasoline and/or any affiliated chemicals, as may exist as of the date of this release but which Plaintiff does not know exists, and which, if known, would materially affect his decision to enter into this Settlement Agreement, regardless of whether his lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

5.6. Public Benefit. It is Defendants' understanding that the commitments it has agreed to herein, and actions to be taken by it under this Settlement Agreement, would confer a significant benefit to the general public, as set forth in California Code of Civil Procedure § 1021.5 and California Code of Regulations tit. 11, § 3201. As such, it is the intent of Defendants that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Defendants' alleged failure to provide Proposition 65 service station warnings at the Subject Location, such private party action would not confer a significant benefit on the general public as to the Subject Location addressed in this Settlement Agreement, provided that Defendants are in material compliance with this Settlement Agreement.

6. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are deemed by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected but only to the extent the deletion of the provision deemed unenforceable does not materially affect, or otherwise result in the effect of the Settlement Agreement being contrary to the intent of the Parties in entering into this Settlement Agreement.

7. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the law of the State of California and

apply within the State of California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable or limited by reason of law generally, or as to unleaded gasoline, then Defendants may seek modification of their warning obligations set forth in Section 2 of this Settlement Agreement by following the modification procedures set forth in Section 12 of this Settlement Agreement.

8. NOTICES

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

(a). For Eden:

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

(b). For Defendants:

Azim Khanmohamed
Collins & Khan LLP
3435 Wilshire Blvd., Ste. 2600
Los Angeles, CA 90010
akhan@collinskhan.com

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

9. COUNTERPARTS: SIGNATURES

This Settlement Agreement 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.

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f), COURT APPROVAL, AND RETENTION OF JURISDICTION

Eden agrees to comply with the reporting requirements referenced in California Health & Safety Code § 25249.7(f). Eden shall file in the Court Action a motion for court approval of the Settlement Agreement. Pursuant to California Code of Civil Procedure section 664.6, the Parties hereby stipulate that the court, in the Court Action, shall retain jurisdiction over the Parties to enforce this Settlement Agreement. Should the Court

not approve the Settlement Agreement and/or set aside the Default then the Settlement Agreement shall be void.

11. SATISFACTION OF FULL PAYMENT OBLIGATION PRECONDITION TO RELEASORS' RELEASE OF RELEASEES AND DISMISSAL OF THE COURT ACTION

Releasors' release of Releasees set forth in Section 5.1 above shall not become effective unless and until the payment obligations set forth in Sections 3 and 4 above are fully satisfied. Additionally, the Court Action shall not be dismissed unless and until the payment obligations set forth in Sections 3 and 4 above are fully satisfied. Within three (3) days of the full satisfaction of the payment obligations under Sections 3 and 4 above, Eden shall cause to be filed a request for dismissal of the Complaint, with prejudice.

12. MODIFICATION

This Settlement Agreement may be modified only by a written agreement of the Parties and approval by the Court.

13. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement of the Parties 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.

14. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement and have read, understood, and agree to each of the terms and conditions contained of this Settlement Agreement.

Agreed and accepted:

5/19/2025

Date:

By:  _____
Signed by:
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Ramy Eden

Agreed and accepted:

Date:

By: _____

Christina Moller as CEO on behalf of Defendants

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14. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement and have read, understood, and agree to each of the terms and conditions contained of this Settlement Agreement.

Agreed and accepted:


Date:

By: _____

Ramy Eden

Agreed and accepted:

Date: 5/16/2025

By:  _____

Christina Moller as CEO on behalf of Defendants