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8 Attorneys for Plaintiff
9 RAMY KAUFLE EDEN

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF RIVERSIDE**

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14
15 RAMY KAUFLE EDEN

16 Plaintiff,

17 v.

18 TOWER ENERGY GROUP and DOES 1
through 50, inclusive,

19 Defendants.

Case No.: CVPS2401807

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

1 Plaintiff Ramy Kaufler Eden (“Plaintiff”) and defendant Tower Energy Group (“Defendant”)
2 hereby enter into this Stipulated Consent Judgment (“Consent Judgment”) as follows:

3 WHEREAS: On or about June 28, 2023, Plaintiff served a 60-Day Notice of Violation upon
4 the California Attorney General and the Riverside County District Attorney (collectively, “Public
5 Prosecutors”) and Defendant per Cal. Health & Safety Code section 25249.5, *et seq.* (“Proposition
6 65”) with regard to the service station located at 84417 Indio Blvd, Indio, California (“Indio
7 Location”);

8 WHEREAS: On or about June 28, 2023, Plaintiff served a separate 60-Day Notice of Violation
9 upon the Public Prosecutors and Defendant per Proposition 65 with regard to the service station located
10 at 83498 Ave 50, Coachella (“Coachella Location”);

11 WHEREAS: On or about June 28, 2023, Plaintiff served a separate 60-Day Notice of Violation
12 upon the Public Prosecutors and Defendant per Proposition 65 with regard to the service station located
13 at 77985 Avenida Montezuma, La Quinta (“La Quinta Location”)

14 WHEREAS the Indio Location, the Coachella Location, and the La Quinta Location are
15 collectively referred to herein as the “Subject Locations”;

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

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

21 WHEREAS: On March 18, 2024, Plaintiff filed a civil complaint against Defendant in the
22 above-entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at the Indio
23 Location (“Initial Complaint”);

24 WHEREAS: On May 28, 2024, Plaintiff filed a first amended civil complaint against
25 Defendant in the above-entitled Court alleging violation of Proposition 65 with regard to Unleaded
26 Gasoline at the Indio Location, the Coachella Location, and the La Quinta Location (“First Amended
27 Complaint”);

28 WHEREAS: The Initial Complaint and the First Amended Complaint are collectively referred

1 to herein as the “Complaints”;

2 WHEREAS: Defendant denies Plaintiff’s allegations in the 60-Day Notices of Violation and
3 in the Complaints and denies that it has otherwise violated Proposition 65 or engaged in any
4 wrongdoing whatsoever;

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

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

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

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

17 1.2 The Parties enter into this Consent Judgment as a full and final settlement of the
18 Proposition 65 Claims for the purpose of avoiding prolonged and costly litigation and of resolving the
19 issues raised therein both as to past and future conduct. By execution of this Consent Judgment and
20 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of
21 law. Defendant’s compliance with the Consent Judgment shall not be construed as an admission by
22 Defendant of any fact, conclusion of law, or violation of law. Defendant denies the material, factual,
23 and legal allegations in the 60-Day Notices of Violation and the Complaints and expressly denies any
24 wrongdoing whatsoever.

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

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


1 customers, 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, Defendant shall cause to be
6 posted at each of the Subject Locations a clear and reasonable exposure warning consistent with
7 California 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

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 Locations 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 a Subject Location is provided for the public in a language other than English, the warning must
20 be provided at that Subject Location 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 Locations ("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. Defendant shall pay a total of nine thousand dollars (\$9,000.00) as a
27 Civil Penalty, to address the alleged violations as to all of the Subject Locations, in accordance with
28 this Section. The Civil Penalty payment shall be allocated in accordance with California Health &

1 Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Civil Penalty remitted to OEHHA and the
2 remaining 25% of the Civil Penalty remitted to Eden. The Civil Penalty payments shall be delivered to
3 the addresses identified in § 4.3, below.

4 4.2 Date for Payment of Civil Penalty. Within ten (10) business days of the Effective Date,
5 Defendant shall issue two separate checks for the Civil Penalty payment: one check made payable to
6 “OEHHA” in the amount of six thousand seven hundred fifty dollars (\$6,750.00); and one check made
7 payable to “Ramy Eden” in the amount of two thousand two hundred fifty dollars (\$2,250.00).

8 4.3 Payment Procedures.

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

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

12 (ii) The Civil Penalty payment owed to OEHHA shall be delivered
13 directly to OEHHA (Memo Line “Prop 65 Penalties”) at the
14 following addresses:

15 For United States Postal Service Delivery:

16 Mike Gyurics
17 Fiscal Operations Branch Chief
18 Office of Environmental Health Hazard Assessment
19 P.O. Box 4010
20 Sacramento, CA 95812-4010

21 For Non-United States Postal Service Delivery:

22 Mike Gyurics
23 Fiscal Operations Branch Chief
24 Office of Environmental Health Hazard Assessment
25 1001 I Street
26 Sacramento, CA 95814

27 (b) Copy of Payment to OEHHA. Defendant agrees to provide Eden’s counsel
28 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, Eden shall provide IRS W-9 forms for each of the

1 following payees:

- 2 (i) "Ramy Eden";
- 3 (ii) "Jarrett Charo APC" (EIN: 84-2408511); and
- 4 (iii) "Office of Environmental Health Hazard Assessment" (EIN: 68-
5 0284486).

6 4.4 Attorney's Fees and Costs. Defendant shall pay a total of twenty-seven thousand dollars
7 (\$27,000.00) to Plaintiff's counsel, Jarrett Charo APC, which is entitled to attorney's fees and costs
8 incurred by it in this action to address the violations at all of the Subject Locations for, including,
9 without limitation, investigating potential violations as to the Subject Locations, bringing this matter
10 to Defendant's attention, prosecuting this action in court, and negotiating a settlement as to all of the
11 Subject Locations in the public interest. Within ten (10) business days of the Effective Date, Defendant
12 shall issue one check payable to "Jarrett Charo APC" in the amount of twenty-seven thousand dollars
13 (\$27,000.00) and deliver it to the address identified in § 7.1(a), below.

14 **5. CLAIMS COVERED AND RELEASED**

15 5.1 This Consent Judgment is a full, final and binding resolution between Plaintiff on
16 behalf of himself and in the public interest, and Defendant and its respective officers, directors,
17 members, shareholders, employees, attorneys, agents, parent companies, subsidiaries, divisions,
18 affiliates, suppliers, franchisees, licensees, and retailers, its parent and all subsidiaries and affiliates
19 thereof, its employees, agents and assigns (collectively, the "Released Parties").

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

27 5.3 Defendant's Release of Eden. Defendant, on behalf of itself, its past and current agents,
28 representatives, attorneys, successors and/or assignees, hereby waives any and all claims against Eden,

1 his attorneys, and other representatives for any and all actions taken or statements made (or those that
2 could have been taken or made) by Eden and/or his attorneys and other representatives, in the course
3 of investigating claims, bringing the 60-Day Notices of Violation, prosecution of this action, or
4 otherwise seeking to enforce Proposition 65 against Defendant in this matter, or with respect to
5 Proposition 65 in connection with the Subject Locations.

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

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

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

21 RE (Initials) Eden

22 [Signature] (Initials) Tower

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

25 6.1 Eden agrees to comply with the reporting requirements referenced in California Health
26 & Safety Code § 25249.7(f) and to promptly bring a motion for approval of this Consent Judgment.
27 Defendant agrees not to oppose such motion.
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7. NOTICES

7.1 Unless specified herein, all correspondence and notices required to be provided pursuant to this Consent Judgment 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 Plaintiff:
Jarrett S. Charo
Jarrett Charo APC
4079 Governor Drive, No. 1018
San Diego, CA 92122
jcharo@charolaw.com

(b). For Defendant:
Kenneth A. Ehrlich
Elkins Kalt Weintraub Reuben Gartside LLP
10345 W. Olympic Boulevard
Los Angeles, CA 90064
KEhrlich@elkinskalt.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. In the event

1 Proposition 65 is repealed or preempted as to one or more of the Subject Locations, then Defendant
2 shall have no further obligation pursuant to this Consent Judgment with respect to, and to the extent
3 that, the Subject Location is so affected.

4 **12. RETENTION OF JURISDICTION**

5 12.1 This Court shall retain jurisdiction of this matter to implement, enforce, or modify the
6 Consent Judgment. Any alleged breach of the terms of this Consent Judgment shall be brought in this
7 Court.

8 **13. COUNTERPARTS: SIGNATURES**

9 13.1 This Consent Judgment may be executed in counterparts and by facsimile, .pdf signature,
10 or Docusign signature, each of which shall be deemed an original, and all of which, when taken
11 together, shall constitute one and the same document. Any photocopy of the executed Consent
12 Judgment shall have the same force and effect as the original.

13 **14. AUTHORIZATION**

14 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by
15 the Party he or she represents to stipulate to this Consent Judgment and has read, understood, and
16 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:

Dated: 7/16/2024

By: DocuSigned by:
Ramy Eden
Ramy Eden

Dated: 7/16/24
By: John Rogers
John Rogers, CEO of Tower Energy Group on behalf of Tower Energy Group

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

Judge of the Superior Court