

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties. This Settlement Agreement is entered into by and between Ramy Eden (“Eden”) and Chase, Inc. (“Chase”). Eden and Chase are collectively referred to as the “Parties.” Eden is an individual who resides in the State of California and seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances present at commercial establishments as well as those contained in consumer products. Eden alleges that Chase is a person 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 that Chase has exposed individuals to the chemical unleaded gasoline, without first providing individuals the health hazard exposure warnings required by Proposition 65, at the service stations located at the following addresses: 25206 W Dorris Ave., Colinga, California (“Dorris Location”); 20033 Sommerville Dr., Colinga, California (“Sommerville Location”); 46310 W Panoche Rd., Firebaugh, California (“Panoche Location”); 20661 Tracy Ave., Buttonwillow, California (“Tracy Location”); and 1275 N Blackstone St., Tulare, California (“Blackstone Location”). These five (5) locations are collectively referred to herein as the “Subject Locations”. Unleaded gasoline is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer.

1.3 Description of Subject Locations. The locations covered by this Settlement Agreement are the Subject Locations described in Section 1.2, above.

1.4 Notices of Violation. Between July 3, 2023 and July 5, 2023, inclusive, Eden served Chase and various public enforcement agencies with a notice of violation concerning the Dorris Location, the Sommerville Location, the Panoche Location, the Tracy Location, and the Blackstone Location. These notices of violation were assigned the following attorney general numbers, respectively: 2023-01960; 2023-01959; 2023-01958; 2023-01930; and 2023-01929. These notices of violation are collectively referred to herein as the “Notices.” Each of the Notices alleged that Chase was 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 referenced in the Notice. No public enforcer has diligently prosecuted the allegations set forth in any of the Notices.

1.5 No Admission. Chase denies the material, factual, and legal allegations contained in the Notices and maintains that, to the best of its knowledge, the Subject Locations have been and are in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by Chase 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 Chase of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Chase. However, this section shall not diminish or otherwise affect the obligations, responsibilities and duties under this Settlement Agreement. Notwithstanding the allegations in the Notices, Chase maintains that it has not violated Proposition 65.

1.6 Effective Date. For purposes of this Settlement Agreement, the term “Effective Date” shall mean the date three (3) days following the date this Settlement Agreement is executed by Eden and returned to Chase.

2. INJUNCTIVE RELIEF: WARNINGS

2.1 Clear and Reasonable Warning. As of the Effective Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this § 2.1 must be provided at each of the Subject Locations so long as Chase is “doing business” (as that term is used in California Health and Safety Code section 25249.6) at that Subject Location. 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

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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 Locations and the warning must be printed in no smaller than 22-point type and be enclosed in a box. If other signage at a Subject Location is provided for the public in a language other than English, the warning at that Subject Location must be provided in English and that other language.

2.2 Compliance with Warning Regulations. The Parties agree that Chase shall be deemed to be in compliance with this Settlement Agreement by either adhering to § 2.1 of this Settlement Agreement or by providing warnings that comply with Health and Safety Code § 25249.6 or by complying with warning requirements 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 Notices or referred to in this Settlement Agreement, Chase shall pay \$ 15,000.00 (fifteen 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 (i.e. \$11,250.00) remitted to OEHHA and the remaining 25% of the Penalty (i.e. \$3,750.00) remitted to Eden. The Civil Penalty payments shall be delivered to the addresses identified in § 3.2, below.

3.1 Dates for Civil Penalty Payments. No later than December 4, 2023, Chase shall deliver two separate checks for the Civil Penalty payment: one check made payable to "OEHHA" in the amount of \$6,375.00 (six thousand three hundred seventy-five dollars); and one check made payable to (b) "Ramy Eden" in the amount of \$2,125.00 (two thousand one hundred twenty-five dollars). Chase shall then pay the remaining Civil Penalty amount due in consecutive monthly installments according to the following schedule: Each month—commencing January, 2024 and continuing through January, 2026—Chase shall, on or before the fourth (4th) day of the month: (a) deliver a check made payable to "OEHHA" in the amount of \$195.00 (one hundred ninety-five dollars); and (b) deliver a check made payable to "Ramy Eden" in the amount of \$65.00 (sixty-five dollars). For avoidance of doubt, this payment schedule is set forth below in table form:

Table of Payments Due to OEHHA and Ramy Eden

Payment Date Due	Payment Amount Due to OEHHA	Payment Amount Due to Ramy Eden
12/4/2023	\$6,375.00 (six thousand three hundred seventy-five dollars)	\$2,125.00 (two thousand one hundred twenty-five dollars)
1/4/2024	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
2/4/2024	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
3/4/2024	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
4/4/2024	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
5/4/2024	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
6/4/2024	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
7/4/2024	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
8/4/2024	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
9/4/2024	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
10/4/2024	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
11/4/2024	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
12/4/2024	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
1/4/2025	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
2/4/2025	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
3/4/2025	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
4/4/2025	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
5/4/2025	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
6/4/2025	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
7/4/2025	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
8/4/2025	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
9/4/2025	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
10/4/2025	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
11/4/2025	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
12/4/2025	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)
1/4/2026	\$195.00 (one hundred ninety-five dollars)	\$65.00 (sixty-five dollars)

3.2 Each of the Civil Penalty payments shall be delivered, on the schedule set forth above, to the addresses identified in § 3.3, below.

3.3 Payment Procedures.

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

- (i) All payments owed to Eden, pursuant to § 3 shall be delivered to the address listed in Eden's IRS Form W-9.
- (ii) All payments owed to OEHHA pursuant to § 3 shall be delivered directly to

OEHHA (Memo Line “Prop 65 Penalties”) at the following addresses:
 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 Payments to OEHHA.** Chase agrees to provide Eden’s counsel with a copy of checks payable to OEHHA, simultaneous with its penalty payments to Eden, which copies shall be delivered to the address provided in § 8(a), as proof of payment to OEHHA.

(c) **Tax Documentation.** Chase agrees to provide a completed IRS 1099 for its payments to, and 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 five (5) 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, Chase shall reimburse Eden’s counsel for fees and costs—in the total amount of \$44,000.00 (forty-four thousand dollars)—incurred as a result of investigating and bringing this matter to Chase’s attention and negotiating a settlement in the public interest.

4.1 Dates for Payment of Fees and Costs. No later than December 4, 2023, Chase shall deliver a check made payable to “Jarrett Charo APC” in the amount of sixteen thousand five hundred dollars (\$16,500.00). Chase shall then pay the remaining amount due to Jarrett Charo APC in consecutive monthly installments according to the following schedule: Each month—commencing January, 2024 and continuing through January, 2026—Chase shall, on or before the fourth (4th) day of the month, deliver a check made payable to “Jarrett Charo APC” in the amount of one thousand one hundred dollars (\$1,100.00). For avoidance of doubt this payment schedule is set forth below in table form:

Table of Payments Due to Jarrett Charo APC

Payment Date Due	Payment Amount Due to Jarrett Charo APC	Payment Date Due (continued)	Payment Amount Due to Jarrett Charo APC
12/4/2023	Sixteen thousand five hundred dollars (\$16,500.00)	1/4/2025	One thousand one hundred dollars (\$1,100.00)
1/4/2024	One thousand one hundred dollars (\$1,100.00)	2/4/2025	One thousand one hundred dollars (\$1,100.00)
2/4/2024	One thousand one hundred dollars (\$1,100.00)	3/4/2025	One thousand one hundred dollars (\$1,100.00)
3/4/2024	One thousand one hundred dollars (\$1,100.00)	4/4/2025	One thousand one hundred dollars (\$1,100.00)
4/4/2024	One thousand one hundred dollars (\$1,100.00)	5/4/2025	One thousand one hundred dollars (\$1,100.00)
5/4/2024	One thousand one hundred dollars (\$1,100.00)	6/4/2025	One thousand one hundred dollars (\$1,100.00)

6/4/2024	One thousand one hundred dollars (\$1,100.00)	7/4/2025	One thousand one hundred dollars (\$1,100.00)
7/4/2024	One thousand one hundred dollars (\$1,100.00)	8/4/2025	One thousand one hundred dollars (\$1,100.00)
8/4/2024	One thousand one hundred dollars (\$1,100.00)	9/4/2025	One thousand one hundred dollars (\$1,100.00)
9/4/2024	One thousand one hundred dollars (\$1,100.00)	10/4/2025	One thousand one hundred dollars (\$1,100.00)
10/4/2024	One thousand one hundred dollars (\$1,100.00)	11/4/2025	One thousand one hundred dollars (\$1,100.00)
11/4/2024	One thousand one hundred dollars (\$1,100.00)	12/4/2025	One thousand one hundred dollars (\$1,100.00)
12/4/2024	One thousand one hundred dollars (\$1,100.00)	1/4/2026	One thousand one hundred dollars (\$1,100.00)

Chase shall make each of the payments due to Jarrett Charo APC by a check payable to “Jarrett Charo APC” delivered, on the schedule set forth in this Section, to the address identified in § 8(a).

5. RELEASE OF ALL CLAIMS

5.1 Release of Chase and all affiliated entities. This Settlement Agreement is a full, final and binding resolution between Eden, acting on his own behalf, and Chase 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 (“Releasors”) against Chase and each of its respective parents, subsidiaries, assigns, predecessors, successors, affiliated entities, directors, officers, members, marketplaces, employees, agents, and attorneys (“Releasees”), based on the alleged failure to warn about exposures to unleaded gasoline under Proposition 65 at the Subject Locations up through the Effective Date, as alleged in the Notices. Compliance with the terms of this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposures to unleaded gasoline at the Subject Locations, as set forth in the Notices.

5.2 Chase’s Release of Eden. Chase, 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, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Subject Locations.

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 Notices 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 Chase, 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.

Eden and Chase each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5.4. Public Benefit. It is Chase’s understanding that the commitments it has agreed to herein, and actions to be taken by them 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 Chase that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to Chase’s alleged failure to provide Proposition 65 service station warnings at the Subject Locations, such private party action would not confer a significant benefit on the general public as to the Subject Locations addressed in this Settlement Agreement, provided that Chase is 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 Chase may provide written notice to Eden of any asserted change in the law, and shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Subject Locations are so affected.

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) first-class registered or certified mail with return receipt requested; (ii) overnight or two-day courier; or (iii) electronic mail—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 Chase:**

David L. Emerzian
McCormick Barstow LLP
7647 N. Fresno St.
Fresno, CA 93720
david.emerzian@mccormickbarstow.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)

Eden agrees to comply with the reporting requirements referenced in California Health & Safety Code § 25249.7(f).

11. MODIFICATION

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

12. ATTORNEYS' FEES AND COSTS

Should legal action by one of the Parties become necessary to enforce the terms of this Settlement Agreement against one of the other Parties, the prevailing Party in such an enforcement action shall be entitled to recover their reasonable attorneys' fees and costs incurred in the enforcement action.

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 all of the terms and conditions contained of this Settlement Agreement.

Agreed and accepted:

Date: 1/25/2024

DocuSigned by:

By:  Ramy Eden

Agreed and accepted:

Date: 1.10.24

By: Printed name and title:
of Chase, Inc.

On behalf

Chase Inc

Bahnam Shiraliev

