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Attorneys for Plaintiff  
RAMY KAUFLEDER EDEN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA**

RAMY KAUFLEDER EDEN

Plaintiff,

v.

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

Defendants.

Case No.: 24CV075510

**[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 July 11, 2023, pursuant to California Health & Safety Code section  
5 25249.5, *et seq.* (“Proposition 65”), Plaintiff served the California Attorney General, the Alameda  
6 County District Attorney (collectively, “Public Prosecutors”), and Defendants with a 60-Day Notice  
7 of Violation regarding the service station located at 285 Hegenberger Road in Oakland, California  
8 (“Hegenberger Location”) and a 60-Day Notice of Violation regarding the service station located at  
9 4530 Las Positas Road in Livermore, California (“Las Positas Location”);

10 WHEREAS the Hegenberger Location and the Las Positas Location are collectively referred  
11 to herein as the “Subject Locations”;

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

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

17 WHEREAS: On or about May 14, 2024, Plaintiff filed a civil complaint against Defendants  
18 in the above-entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at  
19 the Subject Locations (“Complaint”);

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

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

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

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

28 1.1 For purposes of this Consent Judgment, Plaintiff and Defendants (collectively, the

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

7 1.2 The Parties enter into this Consent Judgment as a full and final settlement of the  
8 Proposition 65 Claims for the purpose of avoiding prolonged and costly litigation and of resolving the  
9 issues raised therein both as to past and future conduct. By execution of this Consent Judgment and  
10 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of  
11 law. Defendants’ compliance with the Consent Judgment shall not be construed as an admission by  
12 Defendants of any fact, conclusion of law, or violation of law. Defendants deny the material, factual,  
13 and legal allegations in the 60-Day Notices of Violation and the Complaint and expressly deny any  
14 wrongdoing whatsoever.

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


16 2.1 The locations covered by this Consent Judgment are the Subject Locations. This  
17 Consent Judgment may apply to and benefit the Parties, Anabi Oil Corporation and their respective  
18 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,  
19 franchisees, licensees, customers, distributors, wholesalers, retailers, any operators of the Subject  
20 Locations, tenants, landlords, predecessors, successors, and assigns, and/or any other person or party  
21 who may be subject to any Proposition 65 Claims related to the Subject Locations.

22 2.2 “Effective Date” shall mean, with respect to this Consent Judgment, the date on which  
23 the Court approves and enters the Consent Judgment.

24 **3. INJUNCTIVE RELIEF**

25 3.1 Clear and Reasonable Warning. As of the Effective Date, Defendants shall cause to be  
26 posted at each of the Subject Locations a clear and reasonable exposure warning consistent with  
27 California Health and Safety Code section 25249.6 as set forth in this section 3.1.

28 The warning shall consist of the following text:

1  **WARNING:** Breathing the air in this area or skin contact with petroleum products  
2 can expose you to chemicals including benzene, motor vehicle exhaust and carbon  
3 monoxide, which are known to the State of California to cause cancer and birth  
4 defects or other reproductive harm. Do not stay in this area longer than necessary.  
5 For more information go to [www.P65Warnings.ca.gov/service-station](http://www.P65Warnings.ca.gov/service-station)

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

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

14 3.2 Changes to Proposition 65. If, after the Effective Date, changes are enacted to  
15 Proposition 65 or its implementing regulations which require the use of additional or different  
16 information on any warning applicable to the Subject Locations (“New Warnings”), the Parties agree  
17 that the New Warnings may be used in place of the warnings set forth in section 3.1 and/or may take  
18 any other steps or measures to comply with any applicable regulations.

19 **4. MONETARY RELIEF**

20 4.1 Civil Penalty. Defendants shall collectively pay a total of five thousand dollars  
21 (\$5,000.00) as a Civil Penalty in accordance with this Section. The Civil Penalty payment shall be  
22 allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75%  
23 of the Civil Penalty remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Eden.  
24 The Civil Penalty payments shall be delivered to the addresses identified in § 4.3, below.

25 4.2 Date for Payment of Civil Penalty. Within seven (7) days of the Effective Date, Defendants  
26 shall collectively issue two separate checks for the Civil Penalty payment: (a) one check made payable  
27 to “OEHHA” in the amount of three thousand seven hundred fifty dollars (\$3,750.00); and (b) one  
28 check made payable to “Ramy Eden” in the amount of one thousand two hundred fifty dollars  
(\$1,250.00). Defendants shall be jointly and severally liable for these payments.

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4.3 Payment Procedures.

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

(i) The Civil Penalty payment owed to Eden shall be delivered to the 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 their 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. Defendants shall collectively pay a total of eight thousand

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

8 **5. CLAIMS COVERED AND RELEASED**

9 5.1 This Consent Judgment is a full, final and binding resolution between Plaintiff on  
 10 behalf of himself and in the public interest, and Defendants and their respective officers, directors,  
 11 members, shareholders, employees, attorneys, agents, parent companies, subsidiaries, divisions,  
 12 affiliates, suppliers, franchisees, licensees, and retailers, their parent and all subsidiaries and affiliates  
 13 thereof, their employees, agents and assigns (collectively, the “Released Parties”).

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

21 5.3 Defendants’ Release of Eden. Defendants, on behalf of themselves, their past and  
 22 current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all  
 23 claims against Eden, his attorneys, and other representatives for any and all actions taken or statements  
 24 made (or those that could have been taken or made) by Eden and/or his attorneys and other  
 25 representatives, whether in the course of investigating claims, bringing the 60-Day Notices of  
 26 Violation, prosecution of this action, or otherwise seeking to enforce Proposition 65 against  
 27 Defendants in this matter, or with respect to the Subject Locations.

28 5.4 California Civil Code § 1542. It is possible that other claims not known to the Parties

1 arising out of the facts alleged in this matter and relating to alleged violations of Proposition 65  
2 concerning the Subject Locations will develop or be discovered. Eden on behalf of himself only, on  
3 one hand, and Defendants, on the other hand, acknowledge that this Consent Judgment is expressly  
4 intended to cover and include all such claims up through the Effective Date, including all rights of  
5 action therefor. The Parties acknowledge that the claims released may include unknown claims, and  
6 nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil  
7 Code § 1542 reads as follows:

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

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

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

17  
18 6.1 Eden agrees to comply with the reporting requirements referenced in California Health  
19 & Safety Code § 25249.7(f) and to promptly bring a motion for approval of this Consent Judgment so  
20 long as sufficient time is provided for the dates and deadlines contemplated in this Consent Judgment.  
21 Defendants agree not to oppose such motion.

22 **7. NOTICES**

23 7.1 Unless specified herein, all correspondence and notices required to be provided  
24 pursuant to this Consent Judgment to any Party shall be in writing and personally delivered or sent to  
25 that Party—via: (i) email; (ii) first-class registered or certified mail with return receipt requested; or  
26 (iii) overnight or two-day courier—at the following addresses:

27 (a). For Plaintiff:  
28 Jarrett S. Charo  
Jarrett Charo APC

(b). For Defendants:  
Eric M. Khodadian  
Cummins & White, LLP  
2424 S.E. Bristol Street, Suite 300

1 4079 Governor Drive, No. 1018  
2 San Diego, CA 92122  
3 jcharo@charolaw.com

Newport Beach, CA 92660  
ekhodadian@cwlawyers.com

4 7.2 Any Party, from time to time, may specify in writing to any other Party a change of  
5 address to which all notices and other communications from that other Party shall be sent.

6 **8. COURT APPROVAL**

7 8.1 This Consent Judgment shall not become effective until approved and entered by the  
8 Court. If this Consent Judgment is not entered by the Court, it shall be of no force or effect, and shall  
9 not be introduced into evidence or otherwise used in any proceeding for any purpose.

10 **9. GOVERNING LAW**

11 9.1 The terms of this Consent Judgment shall be governed by the law of the State of  
12 California.

13 **10. ENTIRE AGREEMENT**

14 10.1 This Consent Judgment contains the sole and entire agreement of the Parties with  
15 respect to the entire subject matter herein, and any and all prior negotiations and understandings  
16 related hereto shall be deemed to have been merged within it. No representations or terms of  
17 agreement other than those contained herein exist or have been made by any Party with respect to the  
18 other Party or the subject matter hereof.

19 **11. MODIFICATION**

20 11.1 No supplementation, modification, waiver, or termination of this Consent Judgment  
21 shall be binding unless executed in writing by the Party to be bound thereby and approved and ordered  
22 by the Court; or upon the Court granting a motion brought by any of the Parties.

23 **12. RETENTION OF JURISDICTION**

24 12.1 This Court shall retain jurisdiction of this matter to implement, enforce, or modify the  
25 Consent Judgment. Any alleged breach of the terms of this Consent Judgment shall be brought in this  
26 Court.

27 **13. COUNTERPARTS: SIGNATURES**

28 13.1 This Consent Judgment may be executed in counterparts and by facsimile, .pdf signature,



1 or DocuSign signature, each of which shall be deemed an original, and all of which, when taken  
2 together, shall constitute one and the same document. Any photocopy of the executed Consent  
3 Judgment shall have the same force and effect as the original.

4 **14. AUTHORIZATION**

5 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by  
6 the Party he or she represents to stipulate to this Consent Judgment and has read, understood, and  
7 agrees to each of the terms and conditions contained herein.

8 **15. SEVERABILITY**

9 15.1 If, subsequent to Court approval of this Consent Judgment, any part or provision is  
10 declared by a Court to be invalid, void, or unenforceable, the remaining portions or provisions shall  
11 continue in full force and effect.

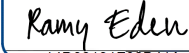
12 **STIPULATED AND AGREED TO:**

13 8/12/2024

14 Dated:


Signed by:

15 By:

  
14D08191F02B41A...  
Ramy Eden

16 Dated: 8/19/2024

17 By:

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

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

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

22 \_\_\_\_\_  
23 Judge of the Superior Court