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8 Attorneys for Plaintiff
9 RAMY KAUFLER EDEN

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

RAMY KAUFLER EDEN

Plaintiff,

v.

GAWFCO ENTERPRISES,
INCORPORATED; GAWFCO
ENTERPRISES, LLC; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24CV075569

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

[Proposed] Stipulated Consent Judgment

1 This Stipulated Consent Judgment (“Consent Judgment”) is entered into by and between
2 Plaintiff RAMY EDEN (“Plaintiff”) and defendants GAWFCO ENTERPRISES,
3 INCORPORATED, and GAWFCO ENTERPRISES, LLC (“Defendants”).

4 WHEREAS: On or about July 11, 2023, Plaintiff served a 60-Day Notice of Violation upon
5 the California Attorney General and the Alameda County District Attorney (collectively, “Public
6 Prosecutors”) and Defendants per Cal. Health & Safety Code section 25249.5, *et seq.* (“Proposition
7 65”) with regard to the service station located at 2492 Whipple Road, Hayward, CA 94544 (“Subject
8 Location”);

9 WHEREAS: The 60-Day Notice of Violation alleges that:

10 Defendants own and/or operate a service station at the Subject Location. Since at least
11 July 11, 2020, in violation of Cal. Health & Safety Code § 25249.6, Defendants exposed individuals
12 at the Subject Location to Unleaded Gasoline (“Listed Chemical”) which is known to the State of
13 California to cause cancer —without first providing the warnings for Service Stations set forth in
14 Title 27 of California Code of Regulations sections 25607.26(a) and 25607.27(a) or otherwise
15 complying with Proposition 65’s warning requirements. The 60-Day Notice of Violation further
16 alleges, that without such warnings, California citizens lack the information necessary to make
17 informed decisions as to whether and/or how to eliminate (or reduce) the risk of exposure to the
18 Listed Chemical at Subject Location.

19 Furthermore, the 60-Day Notice of Violation alleges that people who enter the Subject
20 Location are exposed to the Listed Chemical while at the Subject Location and that the primary route
21 of exposure to the Listed Chemical is through inhalation. The 60-Day Notice of Violation alleges
22 that no clear and reasonable warning is provided regarding the carcinogenic hazards of exposure to
23 the Listed Chemical at the Subject Location. Defendants deny these allegations.

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

26 WHEREAS: May 14, 2024, Plaintiff filed a civil complaint against Defendants in the above-
27 entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at the Subject
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1 Location -- *Eden vs. GAWFCO Enterprises, Incorporated, et al.*, Case No. 24CV075569

2 (“Complaint”). The Complaint specifically alleges:

- 3 • Unleaded Gasoline ...is known to the State of California to cause cancer. (¶2 of Complaint);
- 4 • Defendants expose individuals who come onto the Subject Service Station’s premises to
- 5 Gasoline without first warning of such exposure. (¶4 of Complaint);
- 6 • By exposing individuals to Gasoline at the Subject Service Station without providing any
- 7 warnings whatsoever about the carcinogenic hazards associated with Gasoline exposure,
- 8 Defendants violate the warning provision of Proposition 65. *See* Health & Saf. Code §
- 9 25249.6. (¶5 of Complaint);
- 10 • The Complaint seeks to remedy Defendants’ failure to warn of this toxic exposure.
- 11 (Complaint ¶6);
- 12 • Defendants, through their ownership and operation of the Subject Service Station, have
- 13 exposed individuals who come onto the Subject Service Station’s premises to Gasoline, a
- 14 hazardous chemical known to the State of California to cause cancer. (¶ 29 of Complaint);
- 15 • The primary route of exposure of Gasoline at the Subject Service Station is through
- 16 inhalation. (Complaint ¶21);
- 17 • As a proximate result of acts by Defendants, individuals have been exposed to Gasoline on
- 18 the premises of the Subject Service Station. (Complaint ¶21); and
- 19 • In addition to civil penalties and attorneys’ fees and costs, the Complaint further requests the
- 20 Court grant “other and further relief as may be just and proper.” (¶5 of Prayer for Relief
- 21 section in Complaint).

22 WHEREAS: Defendants deny Plaintiff’s allegations in the 60-Day Notice 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, Defendants allege in the Answer to the Complaint that the Complaint and each
26 purported claim alleged therein fails to state a claim upon which relief can be granted against Gawfco
27 Enterprises, LLC because Gawfco Enterprises, LLC has no relationship to the Subject Location.

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

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

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

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

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

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

22 2.1 The location covered by this Consent Judgment is the Subject Location. This
23 Consent Judgment may apply to and benefit the Parties and their respective officers, directors,
24 shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees,
25 customers, distributors, wholesalers, retailers, predecessors, successors, and assigns.

26 2.2 “Effective Date” shall mean, with respect to this Consent Judgment, the date
27 on which the Court approves and enters the Consent Judgment and Defendants receive written notice
28 from Plaintiff (including by email) that the Consent Judgment has been entered.

1 **3. INJUNCTIVE RELIEF**

2 3.1 Clear and Reasonable Warning. Within sixty (60) days of the Effective Date,
3 Defendants shall cause to be posted at the Subject Location a clear and reasonable exposure warning
4 consistent with California Health and Safety Code section 25249.6 as set forth in this section 3.1.

5 The warning shall consist of the following text:

6 **⚠ WARNING:** Breathing the air in this area or skin contact with petroleum products
7 can expose you to chemicals including benzene, motor vehicle exhaust and carbon
8 monoxide, which are known to the State of California to cause cancer and birth
9 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

10 The words “**WARNING:**” shall be in all capital letters and in bold font, followed by a colon.

11 The warning symbol to the left of the words “**WARNING:**” shall be a black exclamation
12 point in a yellow equilateral triangle with a black outline. The symbol must be in a size no smaller
13 than the height of the words “**WARNING:**”.

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

18 3.2 Changes to Proposition 65. If, after the Effective Date, changes are enacted to
19 Proposition 65 or its implementing regulations which require the use of additional or different
20 information on any warning applicable to the Subject Location (“New Warnings”), the Parties agree
21 that the New Warnings may be used in place of the warnings set forth in section 3.1.

22 **4. MONETARY RELIEF**

23 4.1 Civil Penalty. Defendants shall collectively pay a total of three thousand
24 dollars only (\$3,000.00) as a Civil Penalty in accordance with this Section. The Civil Penalty
25 payment shall be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1)
26 and (d), with 75% of the Civil Penalty remitted to OEHHA and the remaining 25% of the Civil
27 Penalty remitted to Eden. The Civil Penalty payments shall be delivered to the addresses identified
28 in § 4.3, below.

1 4.2 Date for Payment of Civil Penalty. Within thirty (30) days of the Effective
2 Date, Defendants shall collectively issue two separate checks for the Civil Penalty payment: one
3 check made payable to “OEHHA” in the amount of two thousand two-hundred fifty dollars only
4 (\$2,250.00); and one check made payable to “Ramy Eden” in the amount of seven hundred fifty
5 dollars only (\$750.00). Defendants shall be jointly and severally liable for making these payments.

6 4.3 Payment Procedures.

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

- 8 (i) The Civil Penalty payment owed to Eden shall be delivered to
9 the address set forth in Eden’s IRS Form W-9;
- 10 (ii) The Civil Penalty payment owed to OEHHA shall be delivered
11 directly to OEHHA (Memo Line “Prop 65 Penalties”) at the
12 following addresses:

13 For United States Postal Service Delivery:
14 Mike Gyurics
15 Fiscal Operations Branch Chief
16 Office of Environmental Health Hazard Assessment
17 P.O. Box 4010
18 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

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

25 (c) Tax Documentation. Within five (5) business days of the Parties fully
26 executing this Consent Judgment, Eden shall provide IRS W-9 forms for each of the
27 following payees:

- 28 (i) “Ramy Eden”;

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

4 4.4 Attorney's Fees and Costs. Defendants shall collectively pay a total of six
5 thousand dollars only (\$6,000.00) to Plaintiff's counsel, Jarrett Charo APC, which is entitled to
6 attorney's fees and costs incurred by it in this action for, including, without limitation, investigating
7 potential violations, bringing this matter to Defendants' attention, prosecuting this action in court,
8 and negotiating a settlement in the public interest. Within thirty (30) days of the Effective Date,
9 Defendant shall collectively issue one check payable to "Jarrett Charo APC" in the amount of six
10 thousand dollars only (\$6,000.00) and deliver it to the address identified in § 7.1(a), below.
11 Defendants shall be jointly and severally liable for making this payment.

12 **5. CLAIMS COVERED AND RELEASED**

13 5.1 This Consent Judgment is a full, final and binding resolution between Plaintiff
14 on behalf of himself and in the public interest, and Defendants and their respective officers,
15 directors, managers, members, partners, shareholders, employees, attorneys, agents, parent
16 companies, sister companies, subsidiaries, divisions, predecessors, successors, affiliates, suppliers,
17 franchisees, licensees, and retailers, their parent and all subsidiaries and affiliates thereof, their
18 employees, representatives, agents and assigns, and all the entities from whom they obtain and to
19 whom they directly or indirectly distribute or sell petroleum products (collectively, the "Released
20 Parties"), of the Proposition 65 Claims.

21 It is the Parties' intention that this Consent Judgment shall have preclusive effect such that no
22 other actions by private enforcers, whether purporting to act in his, her, or its interests or the public
23 interest shall be permitted to pursue and take any action with respect to any of the Proposition 65
24 Claims. Accordingly, Plaintiff, acting on his own behalf and in the public interest, hereby releases
25 and discharges Defendants and the Released Parties from any and all Proposition 65 Claims.

26 5.2 Plaintiff's Release of Released Parties. Plaintiff acting on his own behalf and
27 on behalf of the public interest releases the Released Parties from all claims, actions, causes of
28 actions, suits, demands, liability, damages, penalties, fees, costs, expenses, and "any other and

1 further relief” asserted in, or could have been asserted in, the Complaint and/or the 60-Day Notice of
2 Violation including, without limitation, as identified herein, based on the alleged failure to warn
3 about exposures to unleaded gasoline—a hazardous chemical known to the State of California to
4 cause cancer—under Proposition 65 at the Subject Location up through the Effective Date.
5 Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65
6 with respect to exposure to unleaded gasoline at the Subject Location.

7 5.3 Defendants’ Release of Eden. Defendants, on behalf of themselves, their past
8 and current agents, representatives, attorneys, successors and/or assignees, hereby waive any and all
9 claims against Eden, his attorneys, and other representatives for any and all actions taken or
10 statements made (or those that could have been taken or made) by Eden and/or his attorneys and
11 other representatives, whether in the course of investigating claims, bringing the 60-Day Notice of
12 Violation, prosecution of this action, or otherwise seeking to enforce Proposition 65 against
13 Defendants in this matter, or with respect to the Subject Location.

14 5.4 California Civil Code § 1542. It is possible that other claims not known to the
15 Parties arising out of the facts alleged in this matter and relating to alleged violations of Proposition
16 65 concerning the Subject Location will develop or be discovered. Eden on behalf of himself only,
17 on one hand, and Defendants, on the other hand, acknowledge that this Consent Judgment is
18 expressly intended to cover and include all such claims up through the Effective Date, including all
19 rights of action therefor. The Parties acknowledge that the claims released may include unknown
20 claims, and nevertheless waive California Civil Code § 1542 as to any such unknown claims.

21 California Civil Code § 1542 reads as follows:

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

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

1 5.5 It is the Parties’ intention that the Judgment entered pursuant to this Consent
2 Judgment shall act as a full and final bar to any and all of the Proposition 65 Claims against
3 Defendants and the Released Parties under the doctrines of *res judicata* and collateral estoppel and
4 any other applicable doctrine, statute, or law.

5 5.6 In the event that Defendants and the Released Parties, after the Effective Date,
6 are not in compliance with the warning provisions pursuant to this Consent Judgment, Defendants
7 and the Released Parties, upon receiving a written notice of non-compliance, may bring the Subject
8 Location into compliance within 30 days.

9 **6. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F) AND**
10 **MOTION FOR COURT APPROVAL**

11 6.1 Eden agrees to comply with the reporting requirements referenced in
12 California Health & Safety Code § 25249.7(f) and to promptly bring a motion for approval of this
13 Consent Judgment. Defendants agree not to oppose such motion.

14 **7. NOTICES**

15 7.1 Unless specified herein, all correspondence and notices required to be
16 provided pursuant to this Consent Judgment to any Party shall be in writing and personally delivered
17 or sent to that Party—via: (i) email; (ii) first-class registered or certified mail with return receipt
18 requested; or (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 Defendant:
Gabriel Kralik
General Counsel
Gawfco Enterprises, Incorporated and
Gawfco Enterprises, LLC
3669 Mt. Diablo Blvd.
Lafayette, CA 94549
gabriel@gawfco.com

-and-

Sedina L. Banks, Esq.
Sherry E. Jackman, Esq.
Greenberg Glusker
2049 Century Park East, Suite 2600
Los Angeles, CA 90067
SBanks@ggfirm.com
SJackman@ggfirm.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.

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

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.

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:

Dated: 7/30/2024

By:  _____
Signed by:
Ramy Eden
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Dated: 8-19-2024

By:



Mohammad N. Ahmadi, CEO, on behalf of GAWFCO Enterprises, Incorporated, and LLC

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

Judge of the Superior Court