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9 Attorneys for Plaintiff  
RAMY KAUFLE EDEN

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA**

RAMY KAUFLE EDEN

Plaintiff,

v.

PETROMART RETAIL GROUP, INC.;  
PETROMART RETAIL GROUP, LLC;  
and DOES 1 through 50, inclusive,

Defendants.

Case No.: C24-01292

**[PROPOSED] STIPULATED CONSENT  
JUDGMENT**

1 This Stipulated Consent Judgment (“Consent Judgment”) is entered into by and between  
2 Plaintiff RAMY EDEN (“Plaintiff”) and defendants PETROMART RETAIL GROUP, INC. and  
3 PETROMART RETAIL GROUP, LLC (“Defendants”).

4 WHEREAS: On or about July 12, 2023, Plaintiff served a 60-Day Notice of Violation upon  
5 the California Attorney General and the Contra Costa 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 1175 Muir Road, Martinez, CA 94553 and with  
8 regard to the service station located at 4355 Pacheco Blvd., Martinez, CA 94553 (together the  
9 “Subject Locations”);

10 WHEREAS: The 60-Day Notices of Violation alleges that:

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

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

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

27 WHEREAS: May 14, 2024, Plaintiff filed a civil complaint against Defendants in the above-  
28 entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at the Subject

1 Locations -- *Eden vs. Petromart Retail Group, Inc., et al.*, Case No. C24-01292 (“Complaint”). The  
2 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 Stations’ premises to  
5 Gasoline without first warning of such exposure. (¶4 of Complaint);
- 6 • By exposing individuals to Gasoline at the Subject Service Stations 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 Stations, 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, 38 of  
15 Complaint);
- 16 • The primary route of exposure of Gasoline at the Subject Service Stations is through  
17 inhalation. (Complaint ¶21);
- 18 • As a proximate result of acts by Defendants, individuals have been exposed to Gasoline on  
19 the premises of the Subject Service Stations. (Complaint ¶21); and
- 20 • In addition to civil penalties and attorneys’ fees and costs, the Complaint further requests the  
21 Court grant “other and further relief as may be just and proper.” (¶5 of Prayer for Relief  
22 section in Complaint).

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

26 WHEREAS, Defendants allege in the Answer to the Complaint that the Complaint and each  
27 purported claim alleged therein fails to state a claim upon which relief can be granted against Petromart  
28 Retail Group, LLC because Petromart Retail Group, LLC has no relationship to the Subject Locations.

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 Contra Costa; and this Court has  
9 jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or  
10 could have been raised in the Complaint and/or the 60-Day Notices of Violation and through the date  
11 of this Judgment with respect to any violation of Proposition 65 arising out of an exposure to  
12 unleaded gasoline at the Subject Locations (“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 Notices 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 locations covered by this Consent Judgment are the Subject Locations.  
23 This 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 Locations a clear and reasonable exposure  
4 warning consistent with California Health and Safety Code section 25249.6 as set forth in this  
5 section 3.1.

6 The warning shall consist of the following text:

7           ⚠ **WARNING:** Breathing the air in this area or skin contact with petroleum products  
8 can expose you to chemicals including benzene, motor vehicle exhaust and carbon  
9 monoxide, which are known to the State of California to cause cancer and birth  
10 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](http://www.P65Warnings.ca.gov/service-station)

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

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

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

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

23           **4.     MONETARY RELIEF**

24                   4.1     Civil Penalty. Defendants shall collectively pay a total of six thousand dollars  
25 only (\$6,000.00) as a Civil Penalty in accordance with this Section. The Civil Penalty payment shall  
26 be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with  
27 75% of the Civil Penalty remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to  
28 Eden. The Civil Penalty payments shall be delivered to the addresses identified 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 four thousand five-hundred dollars only  
4 (\$4,500.00); and one check made payable to “Ramy Eden” in the amount of one thousand five-  
5 hundred dollars only (\$1,500.00). Defendants shall be jointly and severally liable for making these  
6 payments.

7                   4.3    Payment Procedures.

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

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

14                   For United States Postal Service Delivery:  
 15                   Mike Gyurics  
 16                   Fiscal Operations Branch Chief  
 17                   Office of Environmental Health Hazard Assessment  
 18                   P.O. Box 4010  
 19                   Sacramento, CA 95812-4010

20                   For Non-United States Postal Service Delivery:  
 21                   Mike Gyurics  
 22                   Fiscal Operations Branch Chief  
 23                   Office of Environmental Health Hazard Assessment  
 24                   1001 I Street  
 25                   Sacramento, CA 95814

26                   (b)    Copy of Payment to OEHHA. Defendants agree to provide Eden’s  
27 counsel with a copy of the check payable to OEHHA, simultaneous with the penalty  
28 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  
following payees:

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

5 4.4 Attorney's Fees and Costs. Defendants shall collectively pay a total of twelve  
6 thousand dollars only (\$12,000.00) to Plaintiff's counsel, Jarrett Charo APC, which is entitled to  
7 attorney's fees and costs incurred by it in this action for, including, without limitation, investigating  
8 potential violations, bringing this matter to Defendants' attention, prosecuting this action in court,  
9 and negotiating a settlement in the public interest. Within thirty (30) days of the Effective Date,  
10 Defendant shall collectively issue one check payable to "Jarrett Charo APC" in the amount of twelve  
11 thousand dollars only (\$12,000.00) and deliver it to the address identified in § 7.1(a), below.  
12 Defendants shall be jointly and severally liable for making this payment.

13 **5. CLAIMS COVERED AND RELEASED**

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

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

27 5.2 Plaintiff's Release of Released Parties. Plaintiff acting on his own behalf and  
28 on behalf of the public interest releases the Released Parties from all claims, actions, causes of

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

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

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

22 California Civil Code § 1542 reads as follows:

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

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

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

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

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

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

16           **7.     NOTICES**

17           7.1     Unless specified herein, all correspondence and notices required to be  
18 provided pursuant to this Consent Judgment to any Party shall be in writing and personally delivered  
19 or sent to that Party—via: (i) email; (ii) first-class registered or certified mail with return receipt  
20 requested; or (iii) overnight or two-day courier—at the following addresses:

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(a). For Plaintiff:  
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(b). For Defendant:  
Gabriel Kralik  
General Counsel  
Petromart Retail Group, Inc. and  
Petro Mart Retail, Group, LLC  
3669 Mt. Diablo Blvd.  
Lafayette, CA 94549  
[gabriel@gawfco.com](mailto:gabriel@gawfco.com)

-and-

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Sherry E. Jackman, Esq.  
Greenberg Glusker  
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[SBanks@ggfirm.com](mailto:SBanks@ggfirm.com)  
[SJackman@ggfirm.com](mailto: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 Locations, then Defendant shall have no further obligation pursuant to this Consent Judgment with respect to, and to the extent that, the Subject Locations are 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.

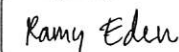
**STIPULATED AND AGREED TO:**

7/30/2024

Dated:

Signed by:

By:

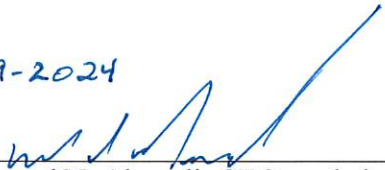
  
Ramy Eden

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Dated: 8-19-2024

By:

  
\_\_\_\_\_  
Mohammad N. Ahmadi, CEO, on behalf of Petromart Retail Group, Inc. and  
Petromart Retail Group, LLC

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

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

\_\_\_\_\_  
Judge of the Superior Court