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9 RAMY KAUFLEDER EDEN

10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF SANTA CLARA**

14 RAMY KAUFLEDER EDEN  
15 Plaintiff,

16 v.

17 BONFARE MARKETS, INC.; and DOES  
18 1 through 50, inclusive,  
19 Defendants.

Case No.: 24CV433951

**[PROPOSED] STIPULATED CONSENT  
JUDGMENT**

1 Plaintiff RAMY EDEN (“Plaintiff”) and defendant BONFARE MARKETS, INC.  
2 (“Defendant”) hereby enter into this Stipulated Consent Judgment (“Consent Judgment”) as follows:

3 WHEREAS: On or about July 18, 2023, pursuant to California Health & Safety Code section  
4 25249.5, *et seq.* (“Proposition 65”), Plaintiff served the California Attorney General, the Riverside  
5 County District Attorney (collectively, “Public Prosecutors”), and Defendant with a 60-Day Notice of  
6 Violation regarding each of the service stations located at the following addresses:

- 7 • 2800 Grant St., Concord, California 94520;
- 8 • 4102 Railroad Ave., Pittsburg, California 94565;
- 9 • 3598 Willow Pass Rd., Concord, California 94519;
- 10 • 1500 Petersen Rd., Suisun City, California 94585; and
- 11 • 2240 Sacramento St., Vallejo, California 94590;

12 WHEREAS the service stations located at 2800 Grant St., Concord, California 94520; 4102  
13 Railroad Ave., Pittsburg, California 94565; 3598 Willow Pass Rd., Concord, California 94519; 1500  
14 Petersen Rd., Suisun City, California 94585; and 2240 Sacramento St., Vallejo, California 94590 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 the 60-Day Notices of Violation;

21 WHEREAS: March 26, 2024, Plaintiff filed a civil complaint against Defendant in the above-  
22 entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at the Subject  
23 Locations (“Complaint”);

24 WHEREAS: Defendant denies Plaintiff’s allegations in the 60-Day Notices of Violation and  
25 in the Complaint and denies that it has otherwise violated Proposition 65 or engaged in any  
26 wrongdoing whatsoever;

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

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

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

4 1.1 For purposes of this Consent Judgment, Plaintiff and Defendant (collectively, the  
5 “Parties”) agree that: This Court has jurisdiction over the allegations contained within the Complaint;  
6 Venue of this matter is proper in the County of Santa Clara; and this Court has jurisdiction to enter  
7 this Consent Judgement as a full and final resolution of all claims which were or could have been  
8 raised in the Complaint and/or the 60-Day Notices of Violation and through the date of this Judgment  
9 with respect to any violation of Proposition 65 arising out of an exposure to unleaded gasoline at the  
10 Subject Locations (“Proposition 65 Claims”).

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

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


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

26 2.2 “Effective Date” shall mean, with respect to this Consent Judgment, the date on which  
27 the Court approves and enters the Consent Judgment.

28 **3. INJUNCTIVE RELIEF**

1 3.1 Clear and Reasonable Warning. As of the Effective Date, Defendant shall cause to be  
2 posted at each of the Subject Locations a clear and reasonable exposure warning consistent with  
3 California Health and Safety Code section 25249.6 as set forth in this section 3.1.

4 The warning shall consist of the following text:

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

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

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

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

22 **4. MONETARY RELIEF**

23 4.1 Civil Penalty. Defendant shall pay a total of fifteen thousand dollars (\$15,000.00) as a  
24 Civil Penalty in accordance with this Section. The Civil Penalty payment shall be allocated in  
25 accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Civil  
26 Penalty remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Eden. The Civil  
27 Penalty payments shall be delivered to the addresses identified in § 4.3, below.

28 4.2 Date for Payment of Civil Penalty. Within three (3) days of the Effective Date, Defendant

1 shall issue two separate checks for the Civil Penalty payment: (a) one check made payable to  
2 “OEHHA” in the amount of eleven thousand two hundred fifty dollars (\$11,250.00); and (b) one check  
3 made payable to “Ramy Eden” in the amount of three thousand seven hundred fifty dollars (\$3,750.00).

4 4.3 Payment Procedures.

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

- 6 (i) The Civil Penalty payment owed to Eden shall be delivered to the  
7 address set forth in Eden’s IRS Form W-9;  
8  
9 (ii) The Civil Penalty payment owed to OEHHA shall be delivered  
10 directly to OEHHA (Memo Line “Prop 65 Penalties”) at one of the  
11 following addresses (depending on whether delivery is made via  
12 United States Postal Service or a different courier):

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

19 For Non-United States Postal Service Delivery:

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

25 (b) Copy of Payment to OEHHA. Defendant agrees to provide Eden’s counsel  
26 with a copy of the check payable to OEHHA, simultaneous with its penalty payments to  
27 Eden, which copy shall be delivered to the address provided in § 7.1(a), as proof of payment  
28 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:

- (i) “Ramy Eden”;  
(ii) “Jarrett Charo APC” (EIN: 84-2408511); and

1 (iii) "Office of Environmental Health Hazard Assessment" (EIN: 68-  
2 0284486).

3 4.4 Attorney's Fees and Costs. Defendant shall pay a total of thirty thousand dollars  
4 (\$30,000.00) to Plaintiff's counsel, Jarrett Charo APC, which is entitled to attorney's fees and costs  
5 incurred by it in this action for, including, without limitation, investigating potential violations,  
6 bringing this matter to Defendant's attention, prosecuting this action in court, and negotiating a  
7 settlement in the public interest. Defendant shall satisfy this payment obligation by making three  
8 installment payments as follows:

9 (a) Within thirty (30) days of the Effective Date, Defendant shall issue one check payable to  
10 "Jarrett Charo APC" in the amount of fifteen thousand dollars (\$15,000.00) and deliver it to the address  
11 identified in § 7.1(a), below; and

12 (c) Within sixty (60) days of the Effective Date, Defendant shall issue one check payable to  
13 "Jarrett Charo APC" in the amount of fifteen thousand dollars (\$15,000.00) and deliver it to the address  
14 identified in § 7.1(a), below.

15 **5. CLAIMS COVERED AND RELEASED**

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

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

28 5.3 Defendant's Release of Eden. Defendant, on behalf of itself, its past and current agents,

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

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

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

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

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

24 6.1 Eden agrees to comply with the reporting requirements referenced in California Health  
25 & Safety Code § 25249.7(f) and to promptly bring a motion for approval of this Consent Judgment.  
26 Defendant agrees not to oppose such motion.

27 **7. NOTICES**

1 7.1 Unless specified herein, all correspondence and notices required to be provided  
2 pursuant to this Consent Judgment to any Party shall be in writing and personally delivered or sent to  
3 that Party—via: (i) email; (ii) first-class registered or certified mail with return receipt requested; or  
4 (iii) overnight or two-day courier—at the following addresses:

5 (a). For Plaintiff:	(b). For Defendant:
6 Jarrett S. Charo	Eric M. Khodadian
7 Jarrett Charo APC	Cummins & White, LLP
8 4079 Governor Drive, No. 1018	2424 S.E. Bristol Street, Suite 300
San Diego, CA 92122	Newport Beach, CA 92660
jcharo@charolaw.com	ekhodadian@cwlawyers.com

9  
10 7.2 Any Party, from time to time, may specify in writing to any other Party a change of  
11 address to which all notices and other communications from that other Party shall be sent.

12 **8. COURT APPROVAL**

13 8.1 This Consent Judgment shall not become effective until approved and entered by the  
14 Court. If this Consent Judgment is not entered by the Court, it shall be of no force or effect, and shall  
15 not be introduced into evidence or otherwise used in any proceeding for any purpose.

16 **9. GOVERNING LAW**

17 9.1 The terms of this Consent Judgment shall be governed by the law of the State of  
18 California.

19 **10. ENTIRE AGREEMENT**

20 10.1 This Consent Judgment contains the sole and entire agreement of the Parties with  
21 respect to the entire subject matter herein, and any and all prior negotiations and understandings  
22 related hereto shall be deemed to have been merged within it. No representations or terms of  
23 agreement other than those contained herein exist or have been made by any Party with respect to the  
24 other Party or the subject matter hereof.

25 **11. MODIFICATION**

26 11.1 No supplementation, modification, waiver, or termination of this Consent Judgment  
27 shall be binding unless executed in writing by the Party to be bound thereby and approved and ordered  
28 by the Court; or upon the Court granting a motion brought by any of the Parties.



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**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.

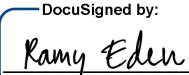
**15. SEVERABILITY**

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:**

7/16/2024

Dated:

By:   
Ramy Eden

Dated:

By:   
Jag Kapoor on behalf of Bonfare Markets, Inc.

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

Dated: \_\_\_\_\_  
Judge of the Superior Court