

1 JARRETT CHARO, APC
Jarrett Charo, Esq. (SBN 224001)
2 4079 Governor Dr., No. 1018
San Diego, California 92122
3 P: (619) 350-3334
jcharo@charolaw.com

4 Joseph R. Manning, Jr., Esq. (State Bar No. 223381)
5 MANNING LAW, APC
26100 Towne Centre Drive
6 Foothill Ranch, CA 92610
(949) 200-8755 Phone
7 (866) 843-8308 Fax
GasVaporProp65@manninglawoffice.com

8 Attorneys for Plaintiff
9 RAMY KAUFLEDER EDEN

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF MONTEREY**

14 RAMY KAUFLEDER EDEN
15 Plaintiff,

16 v.

17 TORO PETROLEUM COMPANY, LLC;
18 TORO PETROLEUM, CORP.; and DOES
19 1 through 50, inclusive,
20 Defendants.

Case No.: 24CV003124

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

1 Plaintiff RAMY EDEN (“Plaintiff”) and defendant TORO PETROLEUM COMPANY, LLC
2 and TORO PETROLEUM, CORP. (“Defendants”) hereby enter into this Stipulated Consent Judgment
3 (“Consent Judgment”) as follows:

4 WHEREAS: On or about October 26, 2023, pursuant to California Health & Safety Code
5 section 25249.5, *et seq.* (“Proposition 65”), Plaintiff served the California Attorney General, the
6 Monterey County District Attorney (collectively, “Public Prosecutors”), and Defendants with a 60-
7 Day Notice of Violation regarding the service station located at 601 Canal Street, King City, California
8 and a 60-Day Notice of Violation regarding the service station located at 899 El Camino Real in
9 Greenfield, California (together, the “Subject Locations”);

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

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

15 WHEREAS: On July 26, 2024, Plaintiff filed a civil complaint against Defendants in the
16 above-entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at the
17 Subject Locations (“Complaint”);

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

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

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

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

26 1.1 For purposes of this Consent Judgment, Plaintiff and Defendants (collectively, the
27 “Parties”) agree that: This Court has jurisdiction over the allegations contained within the Complaint;
28 Venue of this matter is proper in the County of Monterey; and this Court has jurisdiction to enter this

1 Consent Judgement as a full and final resolution of all claims which were or could have been raised
2 in the Complaint and/or the 60-Day Notices of Violation and through the date of this Judgment with
3 respect to any alleged violation of Proposition 65 arising out of an exposure to unleaded gasoline at
4 the Subject Locations (“Proposition 65 Claims”).

5 1.2 The Parties enter into this Consent Judgment as a full and final settlement of the
6 Proposition 65 Claims for the purpose of avoiding prolonged and costly litigation and of resolving the
7 issues raised therein both as to past and future conduct. By execution of this Consent Judgment and
8 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of
9 law. Defendants’ compliance with the Consent Judgment shall not be construed as an admission by
10 Defendants of any fact, conclusion of law, or violation of law. Defendants deny the material, factual,
11 and legal allegations in the 60-Day Notices of Violation and the Complaint and expressly deny any
12 wrongdoing whatsoever.

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


14 2.1 The locations covered by this Consent Judgment are the Subject Locations. This
15 Consent Judgment may apply to and benefit the Parties and their respective officers, directors,
16 shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees,
17 customers, distributors, wholesalers, retailers, predecessors, successors, and assigns.

18 2.2 “Effective Date” shall mean, with respect to this Consent Judgment, the date on which
19 the Court approves and enters the Consent Judgment and Defendants receive written notice from
20 Plaintiff (including by email) that the Consent Judgment has been entered.

21 **3. INJUNCTIVE RELIEF**

22 3.1 Clear and Reasonable Warning. As of the Effective Date, Defendants shall cause to be
23 posted at each of the Subject Locations a clear and reasonable exposure warning consistent with
24 California Health and Safety Code section 25249.6 as set forth in this section 3.1.

25 The warning shall consist of the following text:

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

1 defects or other reproductive harm. Do not stay in this area longer than necessary.
2 For more information go to www.P65Warnings.ca.gov/service-station

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

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

11 3.2 Changes to Proposition 65. If, after the Effective Date, changes are enacted to
12 Proposition 65 or its implementing regulations which require the use of additional or different
13 information on any warning applicable to the Subject Locations (“New Warnings”), the Parties agree
14 that the New Warnings may be used in place of the warnings set forth in section 3.1.

15 **4. MONETARY RELIEF**

16 4.1 Civil Penalty. Defendants shall collectively pay a total of six thousand dollars
17 (\$6,000.00) as a Civil Penalty in accordance with this Section. The Civil Penalty payment shall be
18 allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75%
19 of the Civil Penalty remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Eden.
20 The Civil Penalty payments shall be delivered to the addresses identified in § 4.3, below.

21 4.2 Date for Payment of Civil Penalty. Within (30) days of the Effective Date, Defendants shall
22 collectively issue two separate checks for the Civil Penalty payment: (a) one check made payable to
23 “OEHHA” in the amount of four thousand five hundred dollars (\$4,500.00); and (b) one check made
24 payable to “Ramy Eden” in the amount of one thousand five hundred dollars (\$1,500.00). Defendants
25 shall be jointly and severally liable for making these payments.

26 4.3 Payment Procedures.

27 (a) Issuance of Payments. Payments shall be delivered as follows:
28

1 (i) The Civil Penalty payment owed to Eden shall be delivered to the
2 address set forth in Eden’s IRS Form W-9;

3 (ii) The Civil Penalty payment owed to OEHHA shall be delivered
4 directly to OEHHA (Memo Line “Prop 65 Penalties”) at one of the
5 following addresses (depending on whether delivery is made via
6 United States Postal Service or a different courier):

7 For United States Postal Service Delivery:
8 Mike Gyurics
9 Fiscal Operations Branch Chief
10 Office of Environmental Health Hazard Assessment
11 P.O. Box 4010
12 Sacramento, CA 95812-4010

13 For Non-United States Postal Service Delivery:
14 Mike Gyurics
15 Fiscal Operations Branch Chief
16 Office of Environmental Health Hazard Assessment
17 1001 I Street
18 Sacramento, CA 95814

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

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

- 26 (i) “Ramy Eden”;
- 27 (ii) “Jarrett Charo APC” (EIN: 84-2408511); and
- 28 (iii) “Office of Environmental Health Hazard Assessment” (EIN: 68-0284486).

4.4 Attorney’s Fees and Costs. Defendants shall pay a total of twelve thousand five
hundred dollars (\$12,500.00) to Plaintiff’s counsel, Jarrett Charo APC, which is entitled to attorney’s
fees and costs incurred by it in this action for, including, without limitation, investigating potential

1 violations, bringing this matter to Defendants' attention, prosecuting this action in court, and
2 negotiating a settlement in the public interest. Within thirty (30) days of the Effective Date, Defendants
3 shall collectively issue one check payable to "Jarrett Charo APC" in the amount of twelve thousand
4 five hundred dollars (\$12,500.00) and deliver it to the address identified in § 7.1(a), below. Defendants
5 shall be jointly and severally liable for making this payment.

6 **5. CLAIMS COVERED AND RELEASED**

7 5.1 This Consent Judgment is a full, final and binding resolution between Plaintiff on
8 behalf of himself and in the public interest, and Defendants and their respective officers, directors,
9 members, shareholders, employees, attorneys, agents, parent companies, subsidiaries, divisions,
10 affiliates, suppliers, franchisees, licensees, and retailers, their parent and all subsidiaries and
11 affiliates thereof, their employees, agents and assigns, and all entities from whom they obtain and to
12 whom they directly or indirectly distribute or sell petroleum products (collectively, the "Released
13 Parties") of the Proposition 65 Claims. It is the Parties' intention that this Consent Judgment shall
14 have preclusive effect such that no other actions by private enforcers, whether purporting to act in
15 his, her, or its interests or the public interest shall be permitted to pursue and take any action with
16 respect to any of the Proposition 65 Claims. Accordingly, Plaintiff, acting on his own behalf and in
17 the public interest, hereby releases and discharges Defendants and the Released Parties from any and
18 all Proposition 65 Claims.

19 5.2 Plaintiff's Release of Released Parties. Plaintiff acting on his own behalf and in the
20 public interest releases the Released Parties from all claims, actions, causes of actions, suits, demands,
21 liability, damages, penalties, fees, costs, and expenses asserted or which could have been asserted
22 based on the alleged failure to warn about exposures to unleaded gasoline under Proposition 65 at the
23 Subject Locations up through the Effective Date including, without limitation, the Proposition 65
24 Claims. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition
25 65 with respect to exposure to unleaded gasoline at the Subject Locations.

26 5.3 Defendants' Release of Eden. Defendants, on behalf of themselves, their past and
27 current agents, representatives, attorneys, successors and/or assignees, hereby waive any and all claims
28 against Eden, his attorneys, and other representatives for any and all actions taken or statements made

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

5 5.4 California Civil Code § 1542. It is possible that other claims not known to the Parties
6 arising out of the facts alleged in this matter and relating to alleged violations of Proposition 65
7 concerning the Subject Locations will develop or be discovered. Eden on behalf of himself only, on
8 one hand, and Defendants, on the other hand, acknowledge that this Consent Judgment is expressly
9 intended to cover and include all such claims up through the Effective Date, including all rights of
10 action therefor. The Parties acknowledge that the claims released may include unknown claims, and
11 nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil
12 Code § 1542 reads as follows:

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

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

20 5.5 It is the Parties' intention that the Judgment entered pursuant to this Consent
21 Judgment shall act as a full and final bar to any and all of the Proposition 65 Claims against
22 Defendants and the Released Parties under the doctrines of *res judicata* and collateral estoppel and
23 any other applicable doctrine, statute, or law.

24 5.6 In the event that Defendants and the Released Parties, after the Effective Date, are not
25 in compliance with the warning provisions pursuant to this Consent Judgment, Defendants and the
26 Released Parties, upon receiving a written notice of non-compliance, may bring the Subject
27 Locations into compliance within 30 days.

1 respect to the entire subject matter herein, and any and all prior negotiations and understandings
2 related hereto shall be deemed to have been merged within it. No representations or terms of
3 agreement other than those contained herein exist or have been made by any Party with respect to the
4 other Party or the subject matter hereof.

5 **11. MODIFICATION**

6 11.1 No supplementation, modification, waiver, or termination of this Consent Judgment
7 shall be binding unless executed in writing by the Party to be bound thereby and approved and ordered
8 by the Court; or upon the Court granting a motion brought by any of the Parties. In the event
9 Proposition 65 is repealed or preempted as to a Subject Location, then Defendants shall have no further
10 obligation pursuant to this Consent Judgment with respect to, and to the extent that, the Subject
11 Location is so affected.

12 **12. RETENTION OF JURISDICTION**

13 12.1 This Court shall retain jurisdiction of this matter to implement, enforce, or modify the
14 Consent Judgment. Any alleged breach of the terms of this Consent Judgment shall be brought in this
15 Court.

16 **13. COUNTERPARTS: SIGNATURES**

17 13.1 This Consent Judgment may be executed in counterparts and by facsimile, pdf signature,
18 or Docusign signature, each of which shall be deemed an original, and all of which, when taken
19 together, shall constitute one and the same document. Any photocopy of the executed Consent
20 Judgment shall have the same force and effect as the original.

21 **14. AUTHORIZATION**

22 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by
23 the Party he or she represents to stipulate to this Consent Judgment and has read, understood, and
24 agrees to each of the terms and conditions contained herein.

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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:

11/21/2024

Dated:

By: ^{Signed by:}


Ramy Eden 14098191E02B41A...

Dated:

By: _____
Jon D. Bohlman on behalf of Toro Petroleum Company, LLC

Dated:

By: _____
Jon D. Bohlman on behalf of Toro Petroleum Corp.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

Judge of the Superior Court

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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:
By: _____
Ramy Eden

Dated: 11/22/24
By: _____
Jon D. Bohlman on behalf of Toro Petroleum Company, LLC

Dated: 11/22/24
By: _____
Jon D. Bohlman on behalf of Toro Petroleum Corp.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

Judge of the Superior Court