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Attorneys for Plaintiff  
RAMY KAUFLEDER EDEN

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

RAMY KAUFLEDER EDEN

Plaintiff,

v.

NAPA VALLEY PETROLEUM, INC., and  
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CV001289

**[PROPOSED] STIPULATED CONSENT  
JUDGMENT**

1 Plaintiff Ramy Eden (“Plaintiff”) and defendant Napa Valley Petroleum, Inc. (“Defendant”)  
2 hereby enter into this Stipulated Consent Judgment (“Consent Judgment”) as follows:

3 WHEREAS: On or about October 30, 2023, Plaintiff served a 60-Day Notice of Violation upon  
4 the California Attorney General, the Napa County District Attorney and Defendant per Cal. Health &  
5 Safety Code section 25249.5, *et seq.* (“Proposition 65”) with regard to the service station located at  
6 1895 Salvador Avenue in Napa, California (“Subject Location”);

7 WHEREAS: The 60-Day Notice of Violation alleged that Defendant was required but failed  
8 to provide warnings with respect to Unleaded Gasoline at the Subject Location which sufficiently  
9 complied with the requirements of Proposition 65;

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

12 WHEREAS: On or around July 26, 2024, Plaintiff filed a civil complaint against Defendant  
13 in the above-entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at  
14 the Subject Location (“Complaint”);

15 WHEREAS: Defendant denies Plaintiff’s allegations in the 60-Day Notice of Violation and  
16 the Complaint and denies that it has otherwise violated Proposition 65 or engaged in any wrongdoing  
17 whatsoever;

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

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

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

23 1.1 For purposes of this Consent Judgment, Plaintiff and Defendant (collectively, the  
24 “Parties”) agree that: This Court has jurisdiction over the allegations contained within the Complaint;  
25 Venue of this matter is proper in the County of Napa; and this Court has jurisdiction to enter this  
26 Consent Judgement as a full and final resolution of all claims which were or could have been raised  
27 in the 60-Day Notice of Violation and/or the Complaint through the date of this Judgment with respect  
28 to any violation of Proposition 65 arising out of an exposure to unleaded gasoline at the Subject

1 Location (“Proposition 65 Claims”).

2 1.2 The Parties enter into this Consent Judgment as a full and final settlement of the  
3 Proposition 65 Claims for the purpose of avoiding prolonged and costly litigation and of resolving the  
4 issues raised therein both as to past and future conduct. By execution of this Consent Judgment and  
5 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of  
6 law. Defendant’s compliance with the Consent Judgment shall not be construed as an admission by  
7 Defendant of any fact, conclusion of law, or violation of law. Defendant denies the material, factual,  
8 and legal allegations in the 60-Day Notice of Violation and the Complaint and expressly denies any  
9 wrongdoing whatsoever.

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


11 2.1 The location covered by this Consent Judgment is the Subject Location. This Consent  
12 Judgment may apply to and benefit the Parties and their respective officers, directors, shareholders,  
13 employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers,  
14 distributors, wholesalers, retailers, predecessors, successors, and assigns.

15 2.2 “Effective Date” shall mean, with respect to this Consent Judgment, the date on which  
16 the Court approves and enters the Consent Judgment.

17 **3. INJUNCTIVE RELIEF**

18 3.1 Clear and Reasonable Warning. As of the Effective Date, Defendant shall cause to be  
19 posted at the Subject Location a clear and reasonable exposure warning consistent with California  
20 Health and Safety Code section 25249.6 as set forth in this section 3.1.

21 The warning shall consist of the following text:

22  **WARNING:** Breathing the air in this area or skin contact with petroleum products  
23 can expose you to chemicals including benzene, motor vehicle exhaust and carbon  
24 monoxide, which are known to the State of California to cause cancer and birth  
25 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)

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

than the height of the words “**WARNING:**”.

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

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

#### 4. **MONETARY RELIEF**

4.1 Civil Penalty. Defendant shall pay a total of four thousand dollars (\$4,000.00) as a Civil Penalty in accordance with this Section. The Civil Penalty payment shall be allocated in accordance with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Civil Penalty remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Eden. The Civil Penalty payments shall be delivered to the addresses identified in § 4.3, below.

4.2 Date for Payment of Civil Penalty. Within seven (7) days of the Effective Date, Defendant shall issue two separate checks for the Civil Penalty payment: one check made payable to “OEHHA” in the amount of three thousand dollars (\$3,000.00); and one check made payable to “Ramy Eden” in the amount of one thousand dollars (\$1,000.00).

#### 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 the following addresses:

**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. Defendant agrees to provide Eden's counsel with a copy of the check payable to OEHHA, simultaneous with its penalty payment 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:

- (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. Defendant shall pay a total of sixteen thousand dollars (\$16,000.00) 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 violations, bringing this matter to Defendant's attention, prosecuting this action in court, and negotiating a settlement in the public interest. Within seven (7) days of the Effective Date, Defendant shall issue one check payable to "Jarrett Charo APC" in the amount of sixteen thousand dollars (\$16,000.00) and deliver it to the address identified in § 7.1(a), below.

**5. CLAIMS COVERED AND RELEASED**

5.1 This Consent Judgment is a full, final and binding resolution between Plaintiff on behalf of himself and in the public interest, and Defendant and its respective officers, directors,

1 members, shareholders, employees, attorneys, agents, parent companies, subsidiaries, divisions,  
2 affiliates, suppliers, franchisees, licensees, and retailers, its parent and all subsidiaries and affiliates  
3 thereof, its employees, agents and assigns (collectively, the “Released Parties”).

4       5.2     Plaintiff’s Release of Released Parties. Plaintiff acting on his own behalf and in the  
5 public interest releases the Released Parties from all claims, actions, causes of actions, suits, demands,  
6 liability, damages, penalties, fees, costs, and expenses asserted or which could have been asserted  
7 based on the alleged failure to warn about exposures to unleaded gasoline under Proposition 65 at the  
8 Subject Location up through the Effective Date. Compliance with the terms of this Consent Judgment  
9 constitutes compliance with Proposition 65 with respect to exposure to unleaded gasoline at the  
10 Subject Location.

11       5.3     Defendant’s Release of Eden. Defendant, on behalf of itself, its past and current agents,  
12 representatives, attorneys, successors and/or assignees, hereby waives any and all claims against Eden,  
13 his attorneys, and other representatives for any and all actions taken or statements made (or those that  
14 could have been taken or made) by Eden and/or his attorneys and other representatives, whether in the  
15 course of investigating claims, bringing the 60-Day Notice of Violation, prosecution of this action, or  
16 otherwise seeking to enforce Proposition 65 against Defendant in this matter, or with respect to the  
17 Subject Location.

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

26           A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR  
27           RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
28           FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY

HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER  
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

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

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

**7. NOTICES**

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

(a). For Plaintiff:  
Jarrett S. Charo  
Jarrett Charo APC  
4079 Governor Drive, No. 1018  
San Diego, CA 92122  
jcharo@charolaw.com

(b). For Defendant:  
John Heffner, Esq.  
Holman Teague Roche Anglin LLP  
1455 First Street, Suite 217  
Napa, CA 94559  
heffner@htralaw.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

1 California.

2 **10. ENTIRE AGREEMENT**

3 10.1 This Consent Judgment contains the sole and entire agreement of the Parties with  
4 respect to the entire subject matter herein, and any and all prior negotiations and understandings  
5 related hereto shall be deemed to have been merged within it. No representations or terms of  
6 agreement other than those contained herein exist or have been made by any Party with respect to the  
7 other Party or the subject matter hereof.

8 **11. MODIFICATION**

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

15 **12. RETENTION OF JURISDICTION**

16 12.1 This Court shall retain jurisdiction of this matter to implement, enforce, or modify the  
17 Consent Judgment. Any alleged breach of the terms of this Consent Judgment shall be brought in this  
18 Court.

19 **13. COUNTERPARTS: SIGNATURES**

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

24 **14. AUTHORIZATION**

25 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by  
26 the Party he or she represents to stipulate to this Consent Judgment and has read, understood, and  
27 agrees to each of the terms and conditions contained herein.  
28

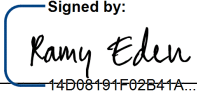


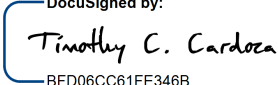
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**15.    SEVERABILITY**

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: 11/19/2024  
By:  \_\_\_\_\_  
Ramy Eden

Dated: 11/18/2024  
By:  \_\_\_\_\_  
Timothy C. Cardoza on behalf of Napa Valley Petroleum, Inc.

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

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