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4 Attorneys for Plaintiff
5 RAMY KAUFLE EDEN

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

RAMY KAUFLE EDEN

Plaintiff,

v.

FIVE STAR ROSEVILLE INC., a
California corporation; COLUSA GRAY,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: S-CV-0052653

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

1 Plaintiff Ramy Eden (“Plaintiff”) and defendants Five Star Roseville Inc. (“Five Star”) and
2 Colusa Gray, Inc. (“Colusa” and, together with Five Star, “Defendants”) hereby enter into this
3 Stipulated Consent Judgment (“Consent Judgment”) as follows:

4 WHEREAS: Five Star is a California corporation in good standing doing business in the State
5 of California.

6 WHEREAS: Colusa is a California corporation in good standing doing business in the State of
7 California.

8 WHEREAS: On or about October 31, 2023, Plaintiff served a 60-Day Notice of Violation
9 (“Sunrise Notice of Violation”) upon the California Attorney General, the Placer County District
10 Attorney, and Five Star per California Health & Safety Code section 25249.5, *et seq.* (“Proposition
11 65”) with regard to Five Star’s service station located at 808 Sunrise Ave., Roseville, California
12 (“Sunrise Location”);

13 WHEREAS: The Sunrise Notice of Violation alleged that Five Star was required to but failed
14 to provide Unleaded Gasoline warnings at the Sunrise Location which sufficiently complied with the
15 requirements of Proposition 65;

16 WHEREAS: On or about October 31, 2023, Plaintiff served a 60-Day Notice of Violation
17 (“Colusa Notice of Violation”) upon the California Attorney General, the Sutter County District
18 Attorney, and Defendant Colusa per Proposition 65 with regard to Colusa’s service station located at
19 886 Colusa Ave., Yuba City, California (“Colusa Location”);

20 WHEREAS: The Colusa Notice of Violation alleged that Colusa was required to but failed to
21 provide Unleaded Gasoline warnings at the Colusa Location which sufficiently complied with the
22 requirements of Proposition 65;

23 WHEREAS the Sunrise Notice of Violation and the Colusa Notice of Violation are collectively
24 referred to herein as the “Notices of Violation”;

25 WHEREAS the Sunrise Location and the Colusa Location are collectively referred to herein
26 as the “Subject Locations”;

27 WHEREAS: No Public Prosecutor has commenced an enforcement action concerning the
28 allegations in either of the Notices of Violation;

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

4 WHEREAS: Defendants deny Plaintiff’s allegations in the Notices of Violation and in the
5 Complaint and denies that they have otherwise violated Proposition 65 or engaged in any wrongdoing
6 whatsoever;

7 WHEREAS: Plaintiff and Defendants, and each of them, wish to resolve their differences
8 without the delay, uncertainty, and expense of further litigation;

9 NOW THEREFORE BE IT RESOLVED AND AGREED UPON AS BETWEEN PLAINTIFF
10 ACTING IN THE PUBLIC INTEREST AND DEFENDANTS, AND EACH OF THEM, AS
11 FOLLOWS:

12 **1. JURISDICTION, VENUE, AND DEFENDANTS’ DENIAL OF LIABILITY**

13 1.1 For purposes of this Consent Judgment, Plaintiff and Defendants (collectively, the
14 “Parties”) agree that: This Court has jurisdiction over the allegations contained within the Complaint;
15 Venue of this matter is proper in the County of Placer; and this Court has jurisdiction to enter this
16 Consent Judgement as a full and final resolution of all claims which were or could have been raised
17 in the Complaint and/or the Notices of Violation and through the date of this Judgment with respect
18 to any violation of Proposition 65 arising out of an exposure to unleaded gasoline at the Subject
19 Locations (collectively, “Proposition 65 Claims”).

20 1.2 The Parties enter into this Consent Judgment as a full and final settlement of the
21 Proposition 65 Claims for the purpose of avoiding prolonged and costly litigation and of resolving the
22 issues raised therein both as to past and future conduct. By execution of this Consent Judgment and
23 agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of
24 law. Defendants’ compliance with the Consent Judgment shall not be construed as an admission by
25 either Defendant of any fact (whether or not such fact is alleged in Plaintiff’s complaint or the Notices
26 of Violation), contention, conclusion of law, or violation of law. Defendants deny the material, factual,
27 and legal allegations in the Notices of Violation and the Complaint and expressly deny any
28 wrongdoing whatsoever.

1 information on any warning applicable to any possible exposure to unleaded gasoline at the Subject
2 Locations (“New Warnings”), the Parties agree that the New Warnings may be used in place of the
3 warnings set forth in section 3.1.

4 **4. MONETARY RELIEF**

5 4.1 Civil Penalty. Defendants shall collectively pay a total of five thousand dollars
6 (\$5,000.00) (the “Civil Penalty”) as a Civil Penalty in accordance with this Section. The Civil Penalty
7 payment shall be allocated in accordance with California Health & Safety Code sections
8 25249.12(c)(1) and 25249.12(d), with 75% of the Civil Penalty remitted to the California Office of
9 Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the Civil Penalty
10 remitted to Eden. The Civil Penalty payments shall be delivered to the addresses identified in § 4.3,
11 below. Defendants shall be jointly and severally liable for payment of the Civil Penalty.

12 4.2 Date for Payment of the Civil Penalty. Within five (5) business days of the Effective Date,
13 and provided that Defendants have received the information set forth in Section 4.3(c), below,
14 Defendants shall collectively issue two separate checks for payment of the Civil Penalty: one check
15 made payable to “OEHHA” in the amount of three thousand seven hundred fifty dollars (\$3,750.00);
16 and one check made payable to “Ramy Eden” in the amount of one thousand two hundred fifty dollars
17 (\$1,250.00).

18 4.3 Payment Procedures.

19 (a) Issuance of Payments. Payments comprising portions of the Civil Penalty shall
20 be delivered as follows:

- 21 (i) The portion of the Civil Penalty owed to Eden shall be delivered to
22 the address set forth in Eden’s IRS Form W-9;
23
24 (ii) The portion of the Civil Penalty owed to OEHHA shall be delivered
25 directly to OEHHA (Memo Line “Prop 65 Penalties”) at the
26 following addresses:

27 For United States Postal Service Delivery:
28 Mike Gyurics
Fiscal Operations Branch Chief

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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. Defendants shall provide Eden’s counsel with a copy of the check payable to OEHHA, simultaneous with their penalty 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:

- (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. Defendants shall pay a total of sixteen thousand dollars (\$16,000.00) to Plaintiff’s counsel, Jarrett Charo APC, as attorney’s fees and costs incurred by it in this action for, including, without limitation, investigating potential violations, bringing this matter to Defendants’ attention, prosecuting this action in court, and negotiating a settlement in the public interest. Within five (5) business days of the Effective Date, Defendants shall collectively issue one check payable to “Jarrett Charo APC” in the total 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 Defendants, and each of them, and their respective

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

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

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

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

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
28 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER

1 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
2 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
3 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

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

8
9 6.1 Eden agrees to comply with the reporting requirements referenced in California Health
10 & Safety Code section 25249.7(f) and to promptly bring a motion for approval of this Consent
11 Judgment. Defendants agree not to oppose such motion.

12 **7. NOTICES**

13 7.1 Unless specified herein, all correspondence and notices required to be provided
14 pursuant to this Consent Judgment to any Party shall be in writing and personally delivered or sent to
15 that Party—via: (i) email; (ii) first-class registered or certified mail with return receipt requested; or
16 (iii) overnight or two-day courier—at the following addresses:

17 (a). For Plaintiff:
18 Jarrett S. Charo
19 Jarrett Charo APC
20 4079 Governor Drive, No. 1018
21 San Diego, CA 92122
22 jcharo@charolaw.com

(b). For Defendant Five Star Roseville Inc.:
Balraj Takhar
6818 Five Star Boulevard
Rocklin, CA 95677
bparco@gmail.com

(c). For Defendant Colusa Gray, Inc.:
Balraj Takhar
6818 Five Star Boulevard
Rocklin, CA 95677
bparco@gmail.com

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25 7.2 Any Party, from time to time, may specify in writing to any other Party a change of
26 address to which all notices and other communications from that other Party shall be sent.

27 **8. COURT APPROVAL**

28 8.1 This Consent Judgment shall not become effective until approved and entered by the

1 Court. If this Consent Judgment is not entered by the Court, it shall be of no force or effect, and shall
2 not be introduced into evidence or otherwise used in any proceeding for any purpose.

3 **9. GOVERNING LAW**

4 9.1 The terms of this Consent Judgment shall be governed by the law of the State of
5 California.

6 **10. ENTIRE AGREEMENT**

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

12 **11. MODIFICATION**

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

19 **12. RETENTION OF JURISDICTION**

20 12.1 This Court shall retain jurisdiction of this matter to implement, enforce, or modify the
21 Consent Judgment. Any alleged breach of the terms of this Consent Judgment shall be brought in this
22 Court.

23 **13. COUNTERPARTS: SIGNATURES**

24 13.1 This Consent Judgment may be executed in counterparts and by facsimile, pdf signature,
25 or DocuSign signature, each of which shall be deemed an original, and all of which, when taken
26 together, shall constitute one and the same document. Any photocopy of the executed Consent
27 Judgment shall have the same force and effect as the original.

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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:

PLAINTIFF

Dated: 5/28/2024

By: 
Ramy Eden

DEFENDANTS

Five Star Roseville Inc.

Dated:

By: _____
Name: Balraj Takhar
Its: Chief Executive Officer

Colusa Gray, Inc.

Dated:

By: _____
Name: Balraj Takhar
Its: Chief Executive Officer

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1 **APPROVED AS TO FORM:**

5/28/2024

2 Dated:

3 By:

DocuSigned by:

Jarrett Charo

4 Jarrett Charo, Esq., attorney for Plaintiff Ramy Eden

5 Dated:

6 By:

7 Michael O'Neil, Esq.
8 Peter Austin, Esq.
9 Murphy Austin Adams Schoenfeld LLP
10 Attorneys for Defendants Five Star Roseville Inc.
and Colusa Gray, Inc.

11 **IT IS SO ORDERED, ADJUDGED, AND DECREED THAT:**

- 12 1. The warning required by the settlement set forth above complies with Chapter 6.6 of
- 13 Division 20 of the Health and Safety Code.
- 14 2. The award of attorney's fees set forth above is reasonable under California law.
- 15 3. The Civil Penalty set forth above is reasonable based on the criteria set forth in Section
- 16 25249.7(b)(2) of the Health and Safety Code.
- 17 4. The settlement set forth above is in the public interest.
- 18 5. The settlement set forth above in the form of a proposed stipulated consent judgment
- 19 is hereby made the judgment of the Court and its provisions are incorporated herein.

20 **IT IS SO ORDERED.**

21 Dated: _____

22 _____
23 Judge of the Superior Court

1 **14. AUTHORIZATION**

2 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by
3 the Party he or she represents to stipulate to this Consent Judgment and has read, understood, and
4 agrees to each of the terms and conditions contained herein.

5 **15. SEVERABILITY**

6 15.1 If, subsequent to Court approval of this Consent Judgment, any part or provision is
7 declared by a Court to be invalid, void, or unenforceable, the remaining portions or provisions shall
8 continue in full force and effect.

9 **STIPULATED AND AGREED TO:**

10 **PLAINTIFF**

11 Dated:

12 By: _____
13 Ramy Eden
14

15 **DEFENDANTS**

16 Five Star Roseville Inc.

17 Dated:

18 By: Balraj Takhar
19 Balraj Takhar (May 6, 2024 20:28 PDT)
20 Name: Balraj Takhar
21 Its: Chief Executive Officer

22 Colusa Gray, Inc.

23 Dated:

24 By: Balraj Takhar
25 Balraj Takhar (May 6, 2024 20:28 PDT)
26 Name: Balraj Takhar
27 Its: Chief Executive Officer

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1 **APPROVED AS TO FORM:**

2 Dated:

3 By:

4 _____
Jarrett Charo, Esq., attorney for Plaintiff Ramy Eden

5 Dated: May 7, 2024



6 By:

7 _____
8 Michael O'Neil, Esq.
9 Peter Austin, Esq.
10 Murphy Austin Adams Schoenfeld LLP
11 Attorneys for Defendants Five Star Roseville Inc.
12 and Colusa Gray, Inc.

13 **IT IS SO ORDERED, ADJUDGED, AND DECREED THAT:**

14 1. The warning required by the settlement set forth above complies with Chapter 6.6 of
15 Division 20 of the Health and Safety Code.

16 2. The award of attorney's fees set forth above is reasonable under California law.

17 3. The Civil Penalty set forth above is reasonable based on the criteria set forth in Section
18 25249.7(b)(2) of the Health and Safety Code.

19 4. The settlement set forth above is in the public interest.

20 5. The settlement set forth above in the form of a proposed stipulated consent judgment
21 is hereby made the judgment of the Court and its provisions are incorporated herein.

22 **IT IS SO ORDERED.**

23 Dated: _____

24 _____
25 Judge of the Superior Court