

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties. This Settlement Agreement is entered into by and between Ramy Eden (“Eden”), River City Petroleum, Inc., a California corporation (“River City”), Placerville Valero, a general partnership, Sukhvir Singh, and Surinder Kaur. Placerville Valero, a general partnership, Sukhvir Singh, and Surinder Kaur are collectively referred to herein as the “Placerville Partners”. Eden, River City, and the Placerville Partners are collectively referred to as the “Parties,” and each individually as a “Party.” Eden alleges that River City and Placerville Partners are persons in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6, et seq. (“Proposition 65”), and River City denies that it is a person in the course of doing business for purposes of Proposition 65.

1.2 General Allegations. Eden alleges: River City and Placerville Partners exposed individuals to the chemical unleaded gasoline at the service station located at 1296 Broadway in Placerville, California without first providing individuals the health hazard exposure warning required by Proposition 65. Unleaded gasoline is listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer. River City and Placerville Partners deny these allegations.

1.3 Description of Subject Location. The location covered by this Settlement Agreement is the service station located at 1296 Broadway in Placerville, California (“Subject Location”).

1.4 Notice of Violation and Court Complaints. On November 3, 2023, Eden served River City and various public enforcement agencies with a notice of violation regarding the Subject Location which was assigned Attorney General Number 2023-03460 (“Notice”). The Notice alleged that River City was in violation of California Health & Safety Code § 25249.6, for failing to provide the requisite warnings to customers and other individuals who came onto the premises of the Subject Location. To date, no public enforcer has diligently prosecuted the allegations set forth in the Notice. On or around July 26, 2024, Plaintiff filed a court complaint in the Superior Court of the State of California, County of El Dorado, against River City alleging that it failed to provide the requisite warnings to customers and other individuals who came onto the premises of the Subject Location (“Complaint”). This court action was assigned court case number 23CV1624 (“Court Action”). On or around November 6, 2024, River City filed a cross complaint in the Court Action against the Placerville Partners alleging, *inter alia*, that Placerville Partners was at all relevant times the exclusive operator of the service station


at the Subject Location and that River City has not operated or conducted any business upon or at the Subject Location at any time pertinent to the Complaint (“Cross Complaint”). River City denies the allegations contained in the Notice and the Complaint.

1.5 No Admission. River City and Placerville Partners deny the material, factual, and legal allegations contained in the Notice and Complaint, and maintain that to the best of their respective knowledge, the Subject Location has been, and is in, compliance with all laws. Nothing in this Settlement Agreement shall be construed as an admission by either River City or Placerville Partners of any fact, finding, conclusion, issue of law, or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by either River City or Placerville Partners of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by River City and Placerville Partners. However, this section shall not diminish or otherwise affect the obligations, responsibilities and duties under this Settlement Agreement. Notwithstanding the allegations in the Notice and the Complaint, River City maintains that it has not violated Proposition 65.

1.6 Effective Date. The term “Effective Date” shall mean the date on which the Court approves this Settlement Agreement.

2. INJUNCTIVE RELIEF: WARNINGS

2.1 Clear and Reasonable Warning. As of the Effective Date, and continuing thereafter (for so long as it operates a service station as the Subject Location), Placerville Partners shall cause to be displayed a clear and reasonable exposure warning as set forth in this § 2.1, or as otherwise permitted under § 2.2 below. Moreover, to the extent that River City operates a service station at the Subject Location as of the Effective Date or at any point thereafter, it too shall cause to be displayed a clear and reasonable exposure warning as set forth in this § 2.1., or as otherwise permitted under § 2.2 below. The warning shall consist of the following text:

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

The words “**WARNING:**” shall be in all capital letters and in bold font. The warning symbol to the left of the words “**WARNING:**” shall be a black exclamation 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. Placerville Partners' and River City's obligations under this Section 2.1 shall be subject and subordinate to the current existing law and language of Proposition 65 and all other applicable law and regulations, and Placerville Partners and River City shall have the right to conform any warnings or labels consistent with such authority without violating this Settlement Agreement. For clarity, River City shall not have any obligations under this Section 2.1 unless it operates a service station at the Subject Location, and then, for only so long as River City operates a service station at the Subject Location.

2.2 Compliance with Warning Regulations. The Parties agree that Placerville Partners and River City shall be deemed to be in compliance with their respective obligations under this Settlement Agreement by either adhering to § 2.1 of this Settlement Agreement, providing warnings that comply with Health and Safety Code § 25249.6 (as amended from time to time), or complying with any applicable requirements, rules, or regulations, including those adopted by the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") after the Effective Date.

3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)

Pursuant to California Health and Safety Code § 25249.7(b)(2), and in settlement of all the claims alleged or which could have been alleged in the Notice or the Complaint or referred to in this Settlement Agreement, Placerville Partners shall pay \$4,000.00 (four thousand dollars) 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 Penalty remitted to OEHHA and the remaining 25% of the Penalty remitted to Eden. The Civil Penalty payments shall be made and delivered in accordance with § 3.1 and § 3.2, below.

3.1 Date for Payment of Civil Penalty. Within forty five (45) days of the later of the Effective Date or receipt of IRS W-9 forms for Eden and OEHHA, Placerville Partners shall collectively cause to be made two separate payments for the Civil Penalty payment: one payment made by wire transfer to "OEHHA" in the amount of \$3,000.00 (three thousand dollars); and one check made payable to (b) "Ramy Eden" in the amount of \$1,000.00 (one thousand dollars). Each of the Civil Penalty payments shall be delivered to the addresses identified in § 3.2, below.

3.2 Payment Procedures.

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

(i) The payment owed to Eden, pursuant to § 3, shall be delivered to address set forth in Eden's IRS Form W-9;

(ii) The payment owed to OEHHA pursuant to § 3 shall be sent via wire to:

Account Name: OEHHA

Bank Name: Bank of America

Bank Address: 2000 Clayton Road, Bldg. D, 5th Fl., Concord, CA 94520

Account No.: 01482-80005

ABA No.: 026009593

Memo: "OEHHA beneficiary for purpose of Prop. 65"

(b) Tax Documentation. Eden agrees to provide IRS W-9 forms for, each of the following payees under this Settlement Agreement:

(i) "Ramy Eden" whose address and tax identification number shall be provided within one (1) business day after this Settlement Agreement is fully executed by the Parties;

(ii) "Jarrett Charo APC" (EIN: 84-2408511) at the address provided in Section 8(a); and

(iii) "Office of Environmental Health Hazard Assessment" (EIN: 68-0284486) 1001 I Street, Sacramento, CA 95814.

4. REIMBURSEMENT OF FEES AND COSTS

The Parties acknowledge that Eden and his counsel offered to reach preliminary agreement on the material terms of this dispute before reaching terms on the amount of fees and costs to be reimbursed to them. The Parties thereafter reached an accord on the compensation due to Eden and his counsel under general contract principles and the private attorney general doctrine and principles codified at California Code of Civil Procedure § 1021.5, for all work performed through the settlement of this matter. Under these legal principles, Placerville Partners shall reimburse Eden's counsel for fees and costs incurred as a result of investigating and bringing this matter to their attention and negotiating a settlement in the public interest in the total aggregate amount of \$16,000.00 (sixteen thousand dollars). Within forty five (45) days of the later of the Effective Date or receipt of the IRS W-

9 form for Jarrett Charo APC, Placerville Partners shall collectively cause to be issued one check payable to “Jarrett Charo APC” in the amount of \$8,000.00 (eight thousand dollars) and deliver it to the address identified in § 8(a), below. Within ninety (90) days of the later of the Effective Date or receipt of the IRS W-9 form for Jarrett Charo APC, Placerville Partners shall collectively cause to be issued one check payable to “Jarrett Charo APC” in the amount of \$8,000.00 (eight thousand dollars) and deliver it to the address identified in § 8(a), below.

Other than those attorney’s fees and costs required to be paid under this Section 4 of the Settlement Agreement, Eden on the one hand, and River City and Placerville Partners on the other hand, each agree to bear their own attorney’s fees and costs in connection with the Action.

5. RELEASE OF ALL CLAIMS

5.1 Release of River City, Placerville Partners and affiliated entities. This Settlement Agreement is a full, final and binding resolution between, on the one hand, Eden, acting solely on his own behalf, and on the other hand, River City, Placerville Partners and all other Releasees (as defined below) of any violation of Proposition 65 that was or could have been asserted by Eden or on behalf of his past and current agents, representatives, attorneys, successors, and/or assigns (“Releasors”) against River City, Placerville Partners, and each of their respective parents, subsidiaries, assigns, predecessors, successors, affiliated or related entities (including, without limitation LDR Partners), directors, officers, members, managers, partners, marketplaces, employees, agents, and attorneys (“Releasees”), based on the alleged failure to warn about exposures to unleaded gasoline under Proposition 65 at the Subject Location up through the Effective Date, as alleged in the Notice and/or Complaint. Compliance with the terms of this Settlement Agreement constitutes compliance with Proposition 65 with respect to exposures to unleaded gasoline at the Subject Location, as set forth in the Notice and/or Complaint. Releasors hereby forever waives, releases and discharges each of the Releasees from any and all claims, actions, causes of action, damages, liabilities, losses, fees (including attorneys’ fees), penalties and expenses, of any kind or nature, whether known or unknown, in any way relating to Proposition 65 (to the extent asserted or which could have been asserted in the Notice or Complaint) concerning the exposure to Unleaded Gasoline at the Subject Location (collectively “Claims” and each a “Claim”).

5.2 Release of Eden. River City and Placerville Partners, on their own behalf and on behalf of their past and current agents, representatives, attorneys, successors and/or assignees, hereby waive any and all claims against Eden, his attorneys and other representatives, for any and all actions taken or statements made (or those

that could have been taken or made) by Eden and/or his attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against them in this matter, or with respect to the Subject Location.

5.3 California Civil Code § 1542. It is possible that other claims not known to the Parties arising out of the facts alleged in the Notice and relating to alleged violations of Proposition 65 at the Subject Location or otherwise relating to the Claims released herein will develop or be discovered. Eden on behalf of himself only, on one hand, and River City and Placerville Partners, on the other hand, acknowledge that this Settlement Agreement is expressly intended to cover and include all such claims up through the Effective Date, including all rights of action therefor. The Parties acknowledge that the claims released in §§ 5.1 and 5.2, above, may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil Code § 1542 reads as follows:

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

Eden, River City, and Placerville Partners each acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5.5. Public Benefit. It is River City's and Placerville Partners' understanding that the commitments they have agreed to herein, and actions to be taken by them under this Settlement Agreement, would confer a significant benefit to the general public, as set forth in California Code of Civil Procedure § 1021.5 and California Code of Regulations tit. 11, § 3201. As such, it is the intent of River City and Placerville Partners that to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to River City's and/or Placerville Partners' alleged failure to provide Proposition 65 service station warnings at the Subject Location, such private party action would not confer a significant benefit on the general public as to the Subject Location addressed in this Settlement Agreement, provided that River City and Placerville Partners are in material compliance with this Settlement Agreement.

5.6 No Pending Claims Eden: (a) is not aware of any complaint, claim or action pending by him, or by any other person or entity, against any of the Releasees in any federal, state or local court or government agency or before any arbitrator or other tribunal (other than the Notice and the Complaint); (b) other than

material, factual, and legal allegations contained in the Notice and the Complaint, is not aware of any conduct by any of the Releasees which Eden believes violated or currently violates any law, rule, regulation, or public policy; and (c) has no present intention of participating in any claim against any of the Releasees for the material, factual, or legal allegations contained in the Notice or Complaint (apart from prosecuting the Court Action should this Settlement Agreement not be fully executed or not approved by the Court).

6. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are deemed by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected but only to the extent the deletion of the provision deemed unenforceable does not materially affect, or otherwise result in the effect of the Settlement Agreement being contrary to the intent of the Parties in entering into this Settlement Agreement.

7. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the law of the State of California and apply within the State of California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable or limited by reason of law generally, or as to unleaded gasoline, then River City and/or Placerville Partners may provide written notice to Eden of any asserted change in the law, and shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Subject Location is so affected.

8. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Settlement Agreement 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 Eden:

Jarrett S. Charo
Jarrett Charo APC
4079 Governor Drive, No. 1018
San Diego, CA 92122
jcharo@charolaw.com

(b). For River City

Jacob L. Ouzts
FENNEMORE WKBKY
10640 Mather Blvd, Suite 200
Mather, CA 95655
jouzts@fennemorelaw.com

(c). For Placerville Partners

James J. Falcone
100 Howe Avenue, Suite 135
South Sacramento, CA 95825
jfalcone@jfalconelaw.com

Either party, from time to time, may specify in writing to the other party a change of address to which all notices and other communications shall be sent.

9. COUNTERPARTS: SIGNATURES

This Settlement Agreement 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.

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f), COURT APPROVAL AND RETENTION OF JURISDICTION

Eden agrees to comply with the reporting requirements referenced in California Health & Safety Code § 25249.7(f). After execution of this Settlement Agreement, Eden shall file in the Court Action a motion for court approval of the Settlement Agreement in accordance with California Health & Safety Code § 25249.7(f). Pursuant to California Code of Civil Procedure section 664.6, the Parties hereby stipulate that the court, in the Court Action, shall retain jurisdiction over the Parties to enforce this Settlement Agreement. Should the Court not approve the Settlement Agreement, the Settlement Agreement shall be void.

11. SATISFACTION OF FULL PAYMENT OBLIGATION PRECONDITION TO RELEASORS' RELEASE OF RELEASEES AND DISMISSAL OF THE COURT ACTION

Releasors' release of Releasees set forth in Section 5.1 above shall not become effective unless and until the payment obligations set forth in Sections 3 and 4 above are fully satisfied. Additionally, the Court Action shall not be dismissed unless and until the payment obligations set forth in Sections 3 and 4 above are fully satisfied. Within ten (10) days of the full satisfaction of the payment obligations under Sections 3 and 4 above, Eden shall cause to be filed a dismissal of the Complaint, with prejudice. Nothing herein is intended to waive or release any of River City's claims under the Cross Complaint, it being the intent of River City and

Placerville Partners to concurrently herewith enter into a separate settlement agreement between them in relation thereto.

12. MODIFICATION

This Settlement Agreement may be modified only by a written agreement of the Parties.

13. ENTIRE AGREEMENT

This Settlement Agreement contains the sole and entire agreement of the Parties 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.

14. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement and have read, understood, and agree to each of the terms and conditions contained of this Settlement Agreement.

Agreed and accepted:

1/29/2025

Date:

By:  _____
Signed by:
14D08191F02B41A...
Ramy Eden

Agreed and accepted:

Date:

By: _____

Leonard D. Robinson as CEO on behalf of River City Petroleum, Inc.

Agreed and accepted:

Date:

By: _____

Sukhvir Sing, individually and on behalf of Placerville Valero

Agreed and accepted:

Placerville Partners to concurrently herewith enter into a separate settlement agreement between them in relation thereto.

12. **MODIFICATION**

This Settlement Agreement may be modified only by a written agreement of the Parties.

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14. **AUTHORIZATION**

The undersigned are authorized to execute this Settlement Agreement and have read, understood, and agree to each of the terms and conditions contained of this Settlement Agreement.

Agreed and accepted:

Date:

By: _____

Ramy Eden

Agreed and accepted:

Date: 1/17/25

By:  _____

Leonard D. Robinson as CEO on behalf of River City Petroleum, Inc.
Jeremy Batista Vice President

Agreed and accepted:

Date:

By: _____

Sukhvir Sing, individually and on behalf of Placerville Valero

Agreed and accepted:

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Date:

By: _____

Ramy Eden

Agreed and accepted:

Date:

By: _____

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Agreed and accepted:

Date:

By:  _____

Sukhvir Singh, individually and on behalf of Placerville Valero

Agreed and accepted:

Date:

By:



Surinder Kaur, individually and on behalf of Placerville Valero