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Attorneys for Plaintiff
RAMY KAUFLEDER EDEN

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

RAMY KAUFLEDER EDEN

Plaintiff,

v.

PETROMART RETAIL GROUP, INC.;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: ECU003445

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

[Proposed] Stipulated Consent Judgment

This Stipulated Consent Judgment (“Consent Judgment”) is entered into by and between Plaintiff RAMY EDEN (“Plaintiff”) and defendant PETROMART RETAIL GROUP, INC. (“Defendant”).

WHEREAS: On or about November 14, 2023, Plaintiff served a 60-Day Notice of Violation upon the California Attorney General and the Imperial County District Attorney (collectively, “Public Prosecutors”) and Defendant per Cal. Health & Safety Code section 25249.5, *et seq.* (“Proposition 65”) with regard to the service station located at 1691 E. Main Street, Brawley, CA 92227 (“Subject Location”);

WHEREAS: The 60-Day Notice of Violation alleges that:

Defendant owns and/or operates a service Station at the Subject Location. Since at least November 9, 2020, in violation of Cal. Health & Safety Code § 25249.6, Defendant exposed individuals at the Subject Location to Unleaded Gasoline (“Listed Chemical”) which is known to the State of California to cause cancer —without first providing the warnings for Service Stations set forth in Title 27 of California Code of Regulations sections 25607.26(a) and 25607.27(a) or otherwise complying with Proposition 65’s warning requirements. The 60-Day Notice of Violation further alleges, that without such warnings, California citizens lack the information necessary to make informed decisions as to whether and/or how to eliminate (or reduce) the risk of exposure to the Listed Chemical at Subject Location.

Furthermore, the 60-Day Notice of Violation alleges that people who enter the Subject Location are exposed to the Listed Chemical while at the Subject Location and that the primary route of exposure to the Listed Chemical is through inhalation. The 60-Day Notice of Violation alleges that no clear and reasonable warning is provided regarding the carcinogenic hazards of exposure to the Listed Chemical at the Subject Location. Defendant denies these allegations.

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

WHEREAS: March 26, 2024, Plaintiff filed a civil complaint against Defendant in the above-entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at the

Subject Location -- *Eden vs. Petromart Retail Group, Inc., et al.*, Case No. ECU003445

("Complaint"). The Complaint specifically alleges:

- Unleaded Gasoline ...is known to the State of California to cause cancer. (§2 of Complaint);
- Defendant exposes individuals who come onto the Subject Service Station's premises to Gasoline without first warning of such exposure. (§4 of Complaint);
- By exposing individuals to Gasoline at the Subject Service Station without providing any warnings whatsoever about the carcinogenic hazards associated with Gasoline exposure, Defendant violates the warning provision of Proposition 65. *See* Health & Saf. Code § 25249.6. (§5 of Complaint);
- The Complaint seeks to remedy Defendant's failure to warn of this toxic exposure. (Complaint §6);
- Defendant, through its ownership and operation of the Subject Service Station, has exposed individuals who come onto the Subject Service Station's premises to Gasoline, a hazardous chemical known to the State of California to cause cancer. (§28 of Complaint);
- The primary route of exposure of Gasoline at the Subject Service Station is through inhalation. (Complaint §20);
- As a proximate result of acts by Defendant, individuals have been exposed to Gasoline on the premises of the Subject Service Station. (Complaint §21); and
- In addition to civil penalties and attorneys' fees and costs, the Complaint further requests the Court grant "other and further relief as may be just and proper." (§5 of Prayer for Relief section in Complaint).

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

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

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

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

2 1.1 For purposes of this Consent Judgment, Plaintiff and Defendant (collectively,
3 the "Parties") agree that: This Court has jurisdiction over the allegations contained within the
4 Complaint; Venue of this matter is proper in the County of Imperial; and this Court has jurisdiction
5 to enter this Consent Judgment as a full and final resolution of all claims which were or could have
6 been raised in the Complaint and/or the 60-Day Notice of Violation and through the date of this
7 Judgment with respect to any violation of Proposition 65 arising out of an exposure to unleaded
8 gasoline at the Subject Location ("Proposition 65 Claims").

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

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

18 2.1 The location covered by this Consent Judgment is the Subject Location. This
19 Consent Judgment may apply to and benefit the Parties and their respective officers, directors,
20 shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees,
21 customers, distributors, wholesalers, retailers, predecessors, successors, and assigns.

22 2.2 "Effective Date" shall mean, with respect to this Consent Judgment, the date
23 on which the Court approves and enters the Consent Judgment and Defendant receives written notice
24 from Plaintiff (including by email) that the Consent Judgment has been entered.

25 **3. INJUNCTIVE RELIEF**

26 3.1 Clear and Reasonable Warning. Within sixty (60) days of the Effective Date,
27 Defendant shall cause to be posted at the Subject Location a clear and reasonable exposure warning
28 consistent with California Health and Safety Code section 25249.6 as set forth in this section 3.1.

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, followed by a colon.

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.

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 three-thousand dollars only (\$3,000.00) 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 thirty (30) 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 two-thousand two-hundred fifty dollars only (\$2,250.00); and one check made payable to “Ramy Eden” in the amount of seven-hundred fifty dollars only (\$750.00).

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 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. Defendant shall pay a total of six-thousand dollars only (\$6,000.00) 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 thirty (30) days of the Effective Date, Defendant shall issue one check payable to "Jarrett Charo APC" in the amount of six-thousand dollars only (\$6,000.00) 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, managers, members, partners, shareholders, employees, attorneys, agents, parent companies, sister companies, subsidiaries, divisions, predecessors, successors, affiliates, suppliers, franchisees, licensees, and retailers, its parent and all subsidiaries and affiliates thereof, its employees, representatives, agents and assigns, and all the entities from whom they obtain and to whom they directly or indirectly distribute or sell petroleum products (collectively, the "Released Parties"), of the Proposition 65 Claims.

It is the Parties' intention that this Consent Judgment shall have preclusive effect such that no other actions by private enforcers, whether purporting to act in his, her, or its interests or the public interest shall be permitted to pursue and take any action with respect to any of the Proposition 65 Claims. Accordingly, Plaintiff, acting on his own behalf and in the public interest, hereby releases and discharges Defendant and the Released Parties from any and all Proposition 65 Claims.

5.2 **Plaintiff's Release of Released Parties.** Plaintiff acting on his own behalf and on behalf of the public interest releases the Released Parties from all claims, actions, causes of actions, suits, demands, liability, damages, penalties, fees, costs, expenses, and "any other and further relief" asserted in, or could have been asserted in, the Complaint and/or the 60-Day Notice of Violation including, without limitation, as identified herein, based on the alleged failure to warn about exposures to unleaded gasoline—a hazardous chemical known to the State of California to cause cancer—under Proposition 65 at the Subject Location up through the Effective Date. Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposure to unleaded gasoline at the Subject Location.

5.3 Defendant's Release of Eden. Defendant, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives 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, bringing the 60-Day Notice of Violation, prosecution of this action, or otherwise seeking to enforce Proposition 65 against Defendant in this matter, or with respect to the Subject Location.

5.4 California Civil Code § 1542. It is possible that other claims not known to the Parties arising out of the facts alleged in this matter and relating to alleged violations of Proposition 65 concerning the Subject Location will develop or be discovered. Eden on behalf of himself only, on one hand, and Defendant, on the other hand, acknowledge that this Consent Judgment 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 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.

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.

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

5.6 In the event that Defendant and the Released Parties, after the Effective Date, are not in compliance with the warning provisions pursuant to this Consent Judgment, Defendant

1 and the Released Parties, upon receiving a written notice of non-compliance, may bring the Subject
2 Location into compliance within 30 days.

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

5 6.1 Eden agrees to comply with the reporting requirements referenced in
6 California Health & Safety Code § 25249.7(f) and to promptly bring a motion for approval of this
7 Consent Judgment. Defendant agrees not to oppose such motion.

8 **7. NOTICES**

9 7.1 Unless specified herein, all correspondence and notices required to be
10 provided pursuant to this Consent Judgment to any Party shall be in writing and personally delivered
11 or sent to that Party—via: (i) email; (ii) first-class registered or certified mail with return receipt
12 requested; or (iii) overnight or two-day courier—at the following addresses:

13 (a). For Plaintiff:
14 Jarrett S. Charo
Jarrett Charo APC
15 4079 Governor Drive, No. 1018
San Diego, CA 92122
16 icharo@charolaw.com

(b). For Defendant:
Gabriel Kralik
General Counsel
Petromart Retail Group, Inc.
3669 Mt. Diablo Blvd.
Lafayette, CA 94549
gabriel@gawfco.com

-and-

Sedina L. Banks, Esq.
Sherry E. Jackman, Esq.
Greenberg Glusker
2049 Century Park East, Suite 2600
Los Angeles, CA 90067
SBanks@ggfirm.com
SJackman@ggfirm.com

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21 7.2 Any Party, from time to time, may specify in writing to any other Party a
22 change of address to which all notices and other communications from that other Party shall be sent.
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1 **8. COURT APPROVAL**

2 8.1 This Consent Judgment shall not become effective until approved and entered
3 by the Court. If this Consent Judgment is not entered by the Court, it shall be of no force or effect,
4 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

5 **9. GOVERNING LAW**

6 9.1 The terms of this Consent Judgment shall be governed by the law of the State
7 of California.

8 **10. ENTIRE AGREEMENT**

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

14 **11. MODIFICATION**

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

21 **12. RETENTION OF JURISDICTION**

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

25 **13. COUNTERPARTS: SIGNATURES**

26 13.1 This Consent Judgment may be executed in counterparts and by facsimile,
27 .pdf signature, or Docusign signature, each of which shall be deemed an original, and all of which,
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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

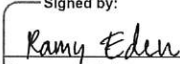
14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and has read, understood, and agrees to each of the terms and conditions contained herein.

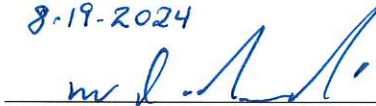
15. SEVERABILITY

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:

Dated: 7/30/2024

By:  _____
Ramy Eden

Dated: 8-19-2024
By:  _____
Mohammad N. Ahmadi, CEO, on behalf of Petromart Retail Group, Inc.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____
Judge of the Superior Court