

State of California - Department of Justice - Attorney General's Office - Proposition 65 Enforcement Reporting

Attention: Prop 65 Coordinator, 1515 Clay Street, Suite 2000, Oakland, CA 94612

FORM JUS 1501
(03-01)

PRIVATE ENFORCEMENT FILING - Health and Safety Code section 25249.7(e) and (f)

REPORT OF SETTLEMENT

Please print or type required information

Original Filing Supplemental Filing Corrected Filing

PARTIES TO THE ACTION	PLAINTIFF(S) Sandra Assareh			
	DEFENDANT(S) INVOLVED IN SETTLEMENT Rusteen LLC			
CASE INFO	COURT DOCKET NUMBER 24STCV04885		COURT NAME Los Angeles Superior Court	
	SHORT CASE NAME Assareh v. Rusteen, LLC			
REPORT INFO	INJUNCTIVE RELIEF Warnings			
	PAYMENT: CIVIL PENALTY \$4,000	PAYMENT: ATTORNEYS FEES \$11,000	PAYMENT: OTHER N/A	For Internal Use Only
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL	DATE SETTLEMENT SIGNED 05 / 16 / 2024	
	COPY OF SETTLEMENT MUST BE ATTACHED			
FILER INFO	NAME OF CONTACT Gilbert Alvandi, Esq.			
	ORGANIZATION Alvandi Law Group		TELEPHONE NUMBER ((949)) 777-9897	
	ADDRESS 20301 SW Acacia Street, 2nd Floor		FAX NUMBER ((949)) 777-9448	
	CITY Newport Beach	STATE CA	ZIP 92660-1732	E-MAIL ADDRESS nooshin@alvandigroup.com

FILING INSTRUCTIONS: This form can be completed online and printed. If electronic filing is not available, mail the completed form with a copy of the settlement to the attention of the Prop 65 Coordinator at the address shown above. If you need additional space to complete this form please use an attachment.

1 Gilbert Alvandi (SBN 236752)
2 Nooshin Didarmorshedi (SBN 337256)
3 ***Alvandi Law Group, P.C.***
4 Alvandi Plaza
5 20301 SW Acacia Street, 2nd Floor
6 Newport Beach, CA 92660
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9 ATTORNEYS FOR PLAINTIFF

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

12 SANDRA ASSAREH

13 Plaintiff,

14 vs.

15 RUSTEEN, LLC; and DOES 1-100,
16 inclusive

17 Defendants

CASE NO.: 24STCV04885

Honorable Lia Martin, Dept. 3

[PROPOSED] CONSENT JUDGMENT

Cal. Health & Safety Cod §§ 25249.5, *et seq.* and
Code of Civil Procedure 664.6

18 **1. INTRODUCTION**

19 **1.1 The Parties.** This [Proposed] Consent Judgment (“Consent Judgment”) is
20 entered into by and between SANDRA ASSAREH (“Assareh”), acting on behalf of the public
21 interest, and RUSTEEN, LLC (“RUSTEEN” or “Defendant”), with Assareh and Defendant each
22 individually referred to as a “Party” and, collectively, the “Parties.” Assareh is an individual who
23 resides in the State of California and seeks to promote awareness of exposures to toxic
24 chemicals and to improve human health by reducing or eliminating hazardous substances present at
25 commercial establishments as well as those contained in consumer products. For purposes of this
26 Consent Judgment only, Defendant stipulates that it is a person in the course of doing business for
27 purposes of California Health & Safety Code § 25249.11(b) (“Proposition 65”).

28 **1.2 General Allegations.** Unleaded gasoline is listed pursuant to Proposition 65 as a
chemical known to the State of California to cause cancer. Assareh alleges Defendant potentially
exposed individuals to the chemical unleaded gasoline at the Subject Location without first

1 providing individuals with the health hazard exposure warning required by Proposition 65.
2 Defendant denies the allegations and contends that there is no exposure and no violation under
3 Proposition 65 for an alleged failure to warn, as set forth in the complaint.

4 **1.3 Covered Product Description.** The product that is covered by this Consent
5 Judgment is unleaded gasoline – wholly vaporized and shall be referred to herein as the “Covered
6 Product”.

7 **1.4 Notice of Violation.** On or about December 12, 2023, Assareh served Defendant,
8 the California Attorney General, and the requisite public enforcement agencies with a 60-Day Notice
9 of Violation (“Notice”), alleging Defendant was in violation of California Health & Safety Code §
10 25249.6, for failing to provide the requisite warnings to customers and other individuals who came
11 onto the premises of the Defendant’s gas station. No public enforcer has commenced and is
12 diligently prosecuting an action to enforce the allegations in the Notice.

13 **1.5 The Complaint.** On or about February 27, 2024, Assareh, acting in the interest of
14 the general public in the State of California, filed a complaint in the Los Angeles County Superior
15 Court alleging violations of health & Safety Code §25249.6 (the “Complaint”) based on the alleged
16 failure to warn of exposures to unleaded gasoline that Defendant distributed and/or sold to
17 consumers.

18 **1.6 Effective Date/Execution Date.** For purposes of this Consent Judgment, the
19 term “Effective Date” shall mean the date this Consent Judgment is entered as a judgment of the
20 Court.

21 The term “Execution Date” shall mean the date this Consent Judgment is signed by all
22 parties in Clause 16 below.

23 **2. STIPULATION TO JURISDICTION/NO ADMISSION**

24 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction
25 over Defendant as to the allegations contained in the complaint filed in this matter, that venue is
26 proper in Los Angeles County, and that this Court has jurisdiction to approve, enter, and oversee the
27 enforcement of this Consent Judgment as a full and final binding resolution of all claims which were
28 or could have been raised in the Complaint based on the facts alleged therein and/or in the Notice.

Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact,
finding, issue of law, or violation of law; nor shall compliance with this Consent Judgment

1 constitute or be construed as an admission by Defendant of any fact, finding, issue of law, or
2 violation of law, such being specifically denied by Defendant including, but not limited to, any
3 admission related to exposure or failure to warn. However, this section shall not diminish or
4 otherwise affect the obligations, responsibilities, and duties of Defendant under this Consent
5 Judgment.

6 **3. INJUNCTIVE RELIEF: WARNINGS**

7 **3.1 Clear and Reasonable Warning.** As of the Effective Date, and continuing
8 thereafter, a clear and reasonable exposure warning in English as set forth in this § 3.1 must be
9 provided at the Subject Location so long as Defendant is doing business there. The warning shall
10 consist of the following text:

11 **⚠ WARNING:** Breathing the air in this area or skin contact with petroleum products
12 can expose you to chemicals including benzene, motor vehicle exhaust and carbon
13 monoxide, which are known to the State of California to cause cancer and birth
14 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

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

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

23 **4. PENALTIES PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)**

24 With regard to all claims that have been raised or which could be raised with respect to Defendant’s
25 failure to warn pursuant to Proposition 65 with regard to the Covered Product, Defendant shall collectively pay
26 a total of Fourthousand dollars (\$4,000.00) as a Civil Penalty in accordance with this Section. The
27 Civil Penalty payment shall be allocated in accordance with California Health & Safety Code §§
28 25249.12(c)(1) and (d), with 75% of the Penalty remitted to OEHHA and the remaining 25% of the
Penalty remitted to Assareh. The Civil Penalty payments shall be delivered to the addresses
identified below.

1 Within 30 days of the Effective Date, Defenant shall collectively issue two separate checks for
2 the Civil Penalty payment: one check made payable to “OEHHA” in the amount of Three thousand
3 dollars (\$3,000.00); and one check made payable to (b) “Sandra Assareh” in the amount of One
4 thousand dollars (\$1,000.00). The Civil Penalty payments shall be delivered to the addresses
5 identified below.

6 **(a) Payment Procedures.**

7 **(b) Issuance of Payments.** Payments shall be delivered as follows:

8 (i) The payment owed to Assareh, pursuant to § 3 shall be delivered to the
9 following payment address:

10 *Alvandi Law Group, P.C.*
11 Alvandi Plaza
12 20301 SW Acacia Street,
13 Second Floor Newport Beach,
14 CA 92660

15 (ii) The payment owed to OEHHA pursuant to § 3 shall be delivered directly
16 to OEHHA (Memo Line “Prop 65 Penalties”) at the following addresses:

17 For United States Postal Service Delivery:

18 Mike Gyurics
19 Fiscal Operations Branch Chief
20 Office of Environmental Health Hazard Assessment
21 P.O. Box 4010
22 Sacramento, CA 95812-4010

23 For Non-United States Postal Service Delivery:

24 Mike Gyurics
25 Fiscal Operations Branch Chief
26 Office of Environmental Health Hazard
27 Assessment 1001 I Street
 Sacramento, CA 95814

(c) Copy of Payments to OEHHA. Defendant agrees to provide Assareh’s
counsel with a copy of the check payable to OEHHA, simultaneous with its penalty
payment to Assareh, which copy shall be delivered to the address provided above, as proof of
payment to OEHHA.

1 **(d) Tax Documentation.** Defendant agrees to provide a completed IRS 1099 for
2 their payments to, and Assareh agrees to provide IRS W-9 forms for, each of the following
3 payees under this Settlement Agreement:

- 4 i. “Sandra Assareh” whose address and tax identification number shall be provided within
5 five (5) days after this Settlement Agreement is executed by Parties;
6 ii. “Alvandi Law Group, P.C.” (EIN:27-1441376) at the address provided in Section 3.2(a)(i);
7 and
8 iii. “Office of Environmental Health Hazard Assessment” (EIN: 68-0284486) 1001 I Street,
9 Sacramento, CA 95814.

10 **5. REIMBURSEMENT OF FEES AND COSTS**

11 The Parties thereafter reached an accord on the compensation due to Assareh and her
12 counsel under general contract principles and the private attorney general doctrine and principles
13 codified at California Code of Civil Procedure § 1021.5, for all work performed through the
14 settlement of this matter. Under these legal principles, Defendant shall reimburse Assareh’s
15 counsel for fees and costs incurred as a result of investigating and bringing this matter to
16 Defendant’s attention and negotiating a settlement in the public interest. Within thirty (30) days of
17 the Effective Date, Defendant shall collectively issue one check payable to “Alvandi Law Group
18 P.C.” in the amount of Eleven thousand dollars (\$11,000.00) and deliver it to the address identified
19 in § 3.2(a)(i), above. Except as so provided, both parties shall bear their own costs and attorney’s fees
20 and the reimbursement shall constitute a full satisfaction and settlement of any right to recover such
21 fees and costs in connection with the alleged violation described herein.

22 **6. RELEASE OF ALL CLAIMS**

23 **6.1 Release of Defendant and all affiliated entities.** This Consent Judgment is a full,
24 final and binding resolution between Assareh, on behalf of herself and in the public interest, and
25 Defendant of any violation of Proposition 65 that was or could have been asserted by Assareh or on
26 behalf of her past and current agents, representatives, attorneys, successors, and/or assigns
27 (“Releasers”) against Defendant and its respective parents, franchisors, suppliers, distributors,
28 partners, subsidiaries, assigns, predecessors, successors, affiliated entities, including but not
29 limited to Raastar LLC, directors, officers, members, marketplaces, employees, agents, and
30 attorneys (“Releasees”), based on the alleged failure to warn about exposures to the listed chemical
31 under Proposition 65 at the Subject Location up through the Effective Date, as alleged in the notice
32 of violation.

1 Plaintiff shall file a dismissal with prejudice of this entire action within five (5) business days following
2 the satisfaction of the payment terms provided for in sections 4 and 5, *infra*, of this
3 Consent Agreement.

4 **6.2 Defendant's Release of Assareh.** Defendant, on behalf of itself, its past
5 and current agents, representatives, attorneys, successors and/or assignees, hereby waive any and
6 all claims against Assareh, her attorneys and other representatives, for any and all actions taken or
7 statements made (or those that could have been taken or made) by Assareh and/or her attorneys
8 and other representatives, whether in the course of investigating claims, otherwise seeking to
9 enforce Proposition 65 against them in this matter, or with respect to the Covered Product.

10 **6.3 California Civil Code § 1542.** It is possible that other claims not known to the
11 Parties arising out of the facts alleged in the notice of violation and relating to alleged violations of
12 Proposition 65 at the Subject Location will develop or be discovered. Assareh on behalf of herself,
13 past and current agents, representatives, attorneys, successors and/or assignees,
14 on one hand, and Defendant, on the other hand, acknowledge that this Settlement Agreement
15 is expressly intended to cover and include all such claims up through the Effective Date, including
16 all rights of action therefor. The Parties acknowledge that the claims released in §§ 6.1 and 6.2,
17 above, may include unknown claims, and nevertheless waive California Civil Code § 1542 as to any
18 such unknown claims. California Civil Code § 1542 reads as follows:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
20 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
21 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
22 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
23 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
24 DEBTOR OR RELEASED PARTY.

25 Assareh and RUSTEEN each acknowledge and understand the significance and consequences of
26 this specific waiver of California Civil Code § 1542.

27 **6.4. Public Benefit.** It is Defendant's and Assareh's understanding that the
28 commitments agreed to
herein, and actions to be taken 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 Defendant and Assareh that to the
extent any
other private party initiates an action alleging a violation of Proposition 65 with respect to

1 Defendant's alleged failure to provide Proposition 65 service station warnings at the Subject
2 Location, such private party action would not confer a significant benefit on the general public as to
3 the Subject Location, provided that Defendant is in material compliance with this Consent
4 Judgment.

5 **7. SEVERABILITY AND MERGER**

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

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

17 **8. GOVERNING LAW**

18 The terms of this Settlement Agreement shall be governed by the law of the State of
19 California and apply within the State of California. In the event that Proposition 65 is repealed,
20 preempted, or is otherwise rendered inapplicable or limited by reason of law generally, or as to the
21 listed chemical referenced in the notice of violation, then Defendant may provide written notice to
22 Assareh of any asserted change in the law, and shall have no further obligations pursuant to this
23 Settlement Agreement with respect to, and to the extent that, the Subject Location is so affected.

24 **9. NOTICES**

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

For Assareh:
Civil@alvandigroup.com
Alvandi Law Group, P.C.
Alvandi Plaza
20301 SW Acacia Street,
Second Floor

1 Newport Beach,
2 CA 92660 Phone:
3 (949) 777-9897
4 Fax: (949) 777-9448

5 For RUSTEEN:
6 Morgan Lopez, Esq
7 Glynn, Finley, Mortl,
8 Hanlon & Friedenberg, LLP
9 M Lopez@glynnfinley.com
10 100 Pringle Ave., Ste 500
11 Walnut Creek, CA 94596
12 Phone: (925)210-2808

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

15 **10. DRAFTING**

16 The terms of this Consent Judgment have been reviewed by the respective counsel for each Party
17 prior to its signing, and each Party has had an opportunity to fully discuss the terms and conditions with
18 legal counsel. The Parties agree that, in any subsequent interpretation and construction of this Consent
19 Judgment, no inference, assumption, or presumption shall be drawn, and no provision of this Consent
20 Judgment shall be construed against any Party, based on the fact that one of the Parties and/or one of the
21 Parties' legal counsel prepared and/or drafted all or any portion of the Consent Judgment. It is
22 conclusively presumed that all of the Parties participated equally in the preparation and drafting of this
23 Consent Judgment.

24 **11. COUNTERPARTS: SIGNATURES**

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

28 **12. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

Assareh 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
embodying the terms of this Agreement and Defendants shall support approval of such Motion.

This Consent Judgment shall not be effective until it is approved and entered by the Court
and shall be null and void if, for any reason, it is not approved and entered by the Court within

twelve months after it has been fully executed by the Parties.

13. MODIFICATION

This Consent Judgment may be modified only by a written agreement of the Parties and the approval of this Court or upon the granting of a motion brought to the Court by either Party.

14. ATTORNEYS' FEES

A party who unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required to pay the prevailing party's reasonable attorneys' fees and costs unless the unsuccessful party has acted with substantial justification. For purposes of this Consent Judgment, the term substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure Section 2016, et seq.

15. RETENTION OF JURISDICTION

This Court shall retain jurisdiction of this matter to implement and enforce the terms of this Consent Judgment under Code of Civil Procedure § 664.6. This Court shall retain such jurisdiction even when a dismissal with prejudice is filed by the Plaintiff.

16. AUTHORIZATION

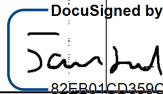
Each signatory to this Consent certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment.

AGREED TO AND ACCEPTED:

Date: 05/16/2024

By: SANDRA ASSAREH

Signature

DocuSigned by:

82EB01CD359C49A

AGREED TO AND ACCEPTED:

Date: 5/16/2024

By: RUSTEEN, LLC

Name and Title: JAVAD HAGHI OFFICER

Signature



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APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: May 16, 2024

Date: May 17, 2024

By: Attorney for Plaintiff

By: Attorney for Defendant

Name and Title: Gilbert Alvandi

Name and Title: Morgan K. Lopez

Signature *Gilbert Alvandi, Esq.*

Signature *Morgan K Lopez*

Name and Title: _____

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: _____

Judge of the Superior Court