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4 Attorneys for Plaintiff
5 RAMY KAUFLER EDEN

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF INYO

RAMY KAUFLER EDEN
Plaintiff,
v.
TIGER TOTE, INC., and DOES 1 through
50, inclusive,
Defendants.

Case No.: 24 UC 71682

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

1 Plaintiff RAMY EDEN (“Plaintiff”) and defendant TIGER TOTE, INC. (“Defendant”) hereby
2 enter into this Stipulated Consent Judgment (“Consent Judgment”) as follows:

3 WHEREAS: On or about July 8, 2024, pursuant to California Health & Safety Code section
4 25249.5, *et seq.* (“Proposition 65”), Plaintiff served the California Attorney General, the Inyo County
5 District Attorney (collectively, “Public Prosecutors”), and Defendant with a 60-Day Notice of
6 Violation regarding each of the service stations located at the following addresses:

- 7 • 610 N. Main Street in Bishop, California; and
- 8 • 710 W. Line Street in Bishop, California;

9 WHEREAS the service stations located at 610 N. Main Street in Bishop, California and 710
10 W. Line Street in Bishop, California are collectively referred to herein as the “Subject Locations”;

11 WHEREAS: The 60-Day Notices of Violation alleged that Defendant was required but failed
12 to provide warnings with respect to Unleaded Gasoline at the Subject Locations which sufficiently
13 complied with the requirements of Proposition 65;

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

16 WHEREAS: On December 27, 2024, Plaintiff filed a civil complaint against Defendant in the
17 above-entitled Court alleging violation of Proposition 65 with regard to Unleaded Gasoline at the
18 Subject Locations (“Complaint”);

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

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

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

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

27 1.1 For purposes of this Consent Judgment, Plaintiff and Defendant (collectively, the
28 “Parties”) agree that: This Court has jurisdiction over the allegations contained within the Complaint;

1 Venue of this matter is proper in the County of Inyo; and this Court has jurisdiction to enter this
2 Consent Judgement as a full and final resolution of all claims which were or could have been raised
3 in the Complaint and/or the 60-Day Notices of Violation and through the date of this Judgment with
4 respect to any violation of Proposition 65 arising out of an exposure to unleaded gasoline at the Subject
5 Locations (“Proposition 65 Claims”).

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

14 1.3 Within seven (7) court days of the Parties fully executing this Consent Judgment,
15 Defendant shall appear in the above-entitled action through counsel and pay, to the Court, its first
16 appearance fee.

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

18 2.1 The locations covered by this Consent Judgment are the Subject Locations. 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, any operators of the Subject Locations, tenants, landlords,
22 predecessors, successors, and assigns, and/or any other person or party who may be subject to any
23 Proposition 65 Claims related to the Subject Locations.


24 2.2 “Effective Date” shall mean, with respect to this Consent Judgment, the date on which
25 the Court approves and enters the Consent Judgment.

26 **3. INJUNCTIVE RELIEF**

27 3.1 Clear and Reasonable Warning. As of the Effective Date, Defendant shall cause to be
28 posted at each of the Subject Locations a clear and reasonable exposure warning consistent with

1 California Health and Safety Code section 25249.6 as set forth in this section 3.1.

2 The warning shall consist of the following text:

3  **WARNING:** Breathing the air in this area or skin contact with petroleum products
4 can expose you to chemicals including benzene, motor vehicle exhaust and carbon
5 monoxide, which are known to the State of California to cause cancer and birth
6 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

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

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

15 3.2 Changes to Proposition 65. If, after the Effective Date, changes are enacted to
16 Proposition 65 or its implementing regulations which require the use of additional or different
17 information on any warning applicable to the Subject Locations (“New Warnings”), the Parties agree
18 that the New Warnings may be used in place of the warnings set forth in section 3.1 and/or may take
19 any other steps or measures to comply with any applicable regulations.

20 **4. MONETARY RELIEF**

21 4.1 Civil Penalty. Defendant shall pay a total of six thousand dollars (\$6,000.00) as a Civil
22 Penalty in accordance with this Section. The Civil Penalty payment shall be allocated in accordance
23 with California Health & Safety Code §§ 25249.12(c)(1) and (d), with 75% of the Civil Penalty
24 remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Eden. The Civil Penalty
25 payments shall be delivered to the addresses identified in § 4.3, below.

26 4.2 Date for Payment of Civil Penalty. Within seven (7) days of the Effective Date, Defendant
27 shall issue two separate checks for the Civil Penalty payment: (a) one check made payable to
28 “OEHHA” in the amount of four thousand five hundred dollars (\$4,500.00); and (b) one check made

1 payable to "Ramy Eden" in the amount of one thousand five hundred dollars (\$1,500.00).

2 4.3 Payment Procedures.

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

4 (i) The Civil Penalty payment owed to Eden shall be delivered to the
5 address set forth in Eden's IRS Form W-9;

6 (ii) The Civil Penalty payment owed to OEHHA shall be delivered
7 directly to OEHHA (Memo Line "Prop 65 Penalties") at one of the
8 following addresses (depending on whether delivery is made via
9 United States Postal Service or a different courier):

10 For United States Postal Service Delivery:

11 Mike Gyurics
12 Fiscal Operations Branch Chief
13 Office of Environmental Health Hazard Assessment
14 P.O. Box 4010
15 Sacramento, CA 95812-4010

16 For Non-United States Postal Service Delivery:

17 Mike Gyurics
18 Fiscal Operations Branch Chief
19 Office of Environmental Health Hazard Assessment
20 1001 I Street
21 Sacramento, CA 95814

22 (b) Copy of Payment to OEHHA. Defendant agrees to provide Eden's counsel
23 with a copy of the check payable to OEHHA, simultaneous with its penalty payment to
24 Eden, which copy shall be delivered to the address provided in § 7.1(a), as proof of payment
25 to OEHHA.

26 (c) Tax Documentation. Within five (5) business days of the Parties fully
27 executing this Consent Judgment, Eden shall provide IRS W-9 forms for each of the
28 following payees:

- 29 (i) "Ramy Eden";
- 30 (ii) "Jarrett Charo APC" (EIN: 84-2408511); and
- 31 (iii) "Office of Environmental Health Hazard Assessment" (EIN: 68-
32 0284486).

1 4.4 Attorney’s Fees and Costs. Defendant shall pay a total of eighteen thousand dollars
2 (\$18,000.00) to Plaintiff’s counsel, Jarrett Charo APC, which is entitled to attorney’s fees and costs
3 incurred by it in this action for, including, without limitation, investigating potential violations,
4 bringing this matter to Defendant’s attention, prosecuting this action in court, and negotiating a
5 settlement in the public interest. Within seven (7) days of the Effective Date, Defendant shall issue
6 one check payable to “Jarrett Charo APC” in the amount of eighteen thousand dollars (\$18,000.00)
7 and deliver it to the address identified in § 7.1(a), below.

8 **5. CLAIMS COVERED AND RELEASED**

9 5.1 This Consent Judgment is a full, final and binding resolution between Plaintiff on
10 behalf of himself and in the public interest, and Defendant and its respective officers, directors,
11 members, shareholders, employees, attorneys, agents, parent companies, subsidiaries, divisions,
12 affiliates, suppliers, franchisees, licensees, and retailers, its parent and all subsidiaries and affiliates
13 thereof, its employees, agents and assigns (collectively, the “Released Parties”).

14 5.2 Plaintiff’s Release of Released Parties. Plaintiff acting on his own behalf and in the
15 public interest releases the Released Parties from all claims, actions, causes of actions, suits, demands,
16 liability, damages, penalties, fees, costs, and expenses asserted or which could have been asserted
17 based on the alleged failure to warn about exposures to unleaded gasoline under Proposition 65 at the
18 Subject Locations up through the Effective Date. Compliance with the terms of this Consent Judgment
19 constitutes compliance with Proposition 65 with respect to exposure to unleaded gasoline at the
20 Subject Locations.

21 5.3 Defendant’s Release of Eden. Defendant, on behalf of itself, its past and current agents,
22 representatives, attorneys, successors and/or assignees, hereby waives any and all claims against Eden,
23 his attorneys, and other representatives for any and all actions taken or statements made (or those that
24 could have been taken or made) by Eden and/or his attorneys and other representatives, whether in the
25 course of investigating claims, bringing the 60-Day Notices of Violation, prosecution of this action,
26 or otherwise seeking to enforce Proposition 65 against Defendant in this matter, or with respect to the
27 Subject Locations.

28 5.4 California Civil Code § 1542. It is possible that other claims not known to the Parties

1 arising out of the facts alleged in this matter and relating to alleged violations of Proposition 65
2 concerning the Subject Locations will develop or be discovered. Eden on behalf of himself only, on
3 one hand, and Defendant, on the other hand, acknowledge that this Consent Judgment is expressly
4 intended to cover and include all such claims up through the Effective Date, including all rights of
5 action therefor. The Parties acknowledge that the claims released may include unknown claims, and
6 nevertheless waive California Civil Code § 1542 as to any such unknown claims. California Civil
7 Code § 1542 reads as follows:

8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
9 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
10 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
11 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
12 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

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

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18 6.1 Eden agrees to comply with the reporting requirements referenced in California Health
19 & Safety Code § 25249.7(f) and to promptly bring a motion for approval of this Consent Judgment.
20 Defendant agrees not to oppose such motion.

21 **7. NOTICES**

22 7.1 Unless specified herein, all correspondence and notices required to be provided
23 pursuant to this Consent Judgment to any Party shall be in writing and personally delivered or sent to
24 that Party—via: (i) email; (ii) first-class registered or certified mail with return receipt requested; or
25 (iii) overnight or two-day courier—at the following addresses:

26 (a). For Plaintiff:
27 Jarrett S. Charo
28 Jarrett Charo APC
4079 Governor Drive, No. 1018
San Diego, CA 92122

(b). For Defendant:
Eric M. Khodadian
Cummins & White, LLP
2424 S.E. Bristol Street, Suite 300
Newport Beach, CA 92660
ekhodadian@cwlawyers.com

1 jcharo@charolaw.com

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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.

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8. COURT APPROVAL

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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.

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9. GOVERNING LAW

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

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10. ENTIRE AGREEMENT

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10.1 This Consent Judgment contains the sole and entire agreement of the Parties with respect to the entire subject matter herein, 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.

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11. MODIFICATION

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11.1 No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby and approved and ordered by the Court; or upon the Court granting a motion brought by any of the Parties.

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12. RETENTION OF JURISDICTION

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

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13. COUNTERPARTS: SIGNATURES

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13.1 This Consent Judgment 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

1 together, shall constitute one and the same document. Any photocopy of the executed Consent
2 Judgment shall have the same force and effect as the original.

3 **14. AUTHORIZATION**

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

7 **15. SEVERABILITY**

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

11 **STIPULATED AND AGREED TO:**

12 2/14/2025

12 Dated:

Signed by:

13 By:

Ramy Eden

14 Ramy Eden

15 Dated:

16 By:

Derek Stephan, CEO on behalf of Tiger Tote, Inc.

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

20 Dated: _____

Judge of the Superior Court