

**F I L E D**

Clerk of the Superior Court

OCT. 25 2013

By: LEE RYAN, Deputy

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO

CITY OF SAN DIEGO, a municipal corporation,

Plaintiff,

v.

MARI-MEDIC FARMACY, a California corporation; SANDA VUE, an individual; and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2013-00072509-CU-MC-CTL

STIPULATION FOR ENTRY OF FINAL JUDGMENT IN ITS ENTIRETY AND PERMANENT INJUNCTION; JUDGMENT THEREON [CCP § 664.6]

IMAGED FILE

Plaintiff City of San Diego, a municipal corporation, appearing by and through its attorney, Jan I. Goldsmith, City Attorney, by Gabriela Brannan, Deputy City Attorney, and Defendants MARI-MEDIC FARMACY, a California corporation; and SANDA VUE, an individual, appearing by and through their attorney Jessica McElfresh, enter into the following Stipulation for Entry of Final Judgment in full and final settlement of the above-captioned case without trial or adjudication of any issue of fact or law, and agree that a final judgment may be so entered:

1. This Stipulation for Entry of Final Judgment (Stipulation) is executed between and among Plaintiff City of San Diego, a municipal corporation, and Defendants MARI-MEDIC FARMACY and SANDA VUE (VUE), who are named parties in the above-entitled action. This Final Judgment is executed and entered as to only these parties.

2. The parties to this Stipulation are parties to a civil suit pending in the Superior Court of the State of California for the County of San Diego, entitled *CITY OF SAN DIEGO, a*



1 526, and under the Court's inherent equity powers from engaging in or performing, directly or  
2 indirectly, any of the following acts:

3 a. Keeping, maintaining, operating, or allowing the operation of any unpermitted use  
4 at the PROPERTY or anywhere within the City of San Diego, including but not limited to, a  
5 marijuana dispensary, collective, or cooperative, in violation of the SDMC; and

6 b. The Parties acknowledge that if in the future, local zoning ordinances are enacted  
7 or amended to allow the operation of a marijuana dispensary, collective, or cooperative as a  
8 permitted use in the City of San Diego, then Defendants MARI-MEDIC FARMACY and VUE  
9 will be allowed to operate a marijuana dispensary, collective, or cooperative in the City of San  
10 Diego as authorized under the new or amended law after Defendants MARI-MEDIC FARMACY  
11 and VUE provide the following to Plaintiff in writing:

- 12 i. Proof that the business location is in compliance with the ordinance; and  
13 ii. Proof that any required permits or licenses to operate a marijuana dispensary,  
14 collective, or cooperative have been obtained from the City of San Diego as required by the  
15 SDMC.

#### 16 COMPLIANCE MEASURES

17 **Defendants agree to do the following:**

18 9. **Immediately and no later than 48 hours from the entry of this Stipulation**, cease  
19 advertising on the Internet, magazines, or through any other medium, the existence of a marijuana  
20 dispensary business at the PROPERTY.

21 10. **Within 48 hours of the entry of this Stipulation**, cease operating a marijuana  
22 dispensary business at the PROPERTY.

23 11. **Within 48 hours of the entry of this Stipulation**, remove all fixtures, items, and  
24 property owned by Defendants from the PROPERTY.

#### 25 MONETARY RELIEF

26 12. **Within 15 calendar days of the filing of this Stipulated Judgment**, Defendants  
27 shall pay Plaintiff City of San Diego, for the Code Enforcement Section's investigative costs, in  
28 the amount of \$1,112.83 Payment shall be in the form of a certified check, payable to the "City of



1 FARMACY and VUE and shall not constitute a defense to a failure to comply with any part of  
2 this Stipulation. Further, should any dispute arise between any contractor, successor, assign,  
3 partner, member, agent, employee or representative of Defendants MARI-MEDIC FARMACY  
4 and VUE for any reason, Defendants MARI-MEDIC FARMACY and VUE agree that such  
5 dispute shall not constitute a defense to any failure to comply with any part of this Stipulation, nor  
6 justify a delay in executing the requirements herein.

7 **DISMISSAL OF DOES**

8 17. All allegations as to DOES 1 through 50, inclusive are dismissed.

9 **RETENTION OF JURISDICTION**

10 18. The Court will retain jurisdiction for the purpose of enabling any of the parties to  
11 this Stipulation to apply to this Court at any time for such order or directions that may be  
12 necessary or appropriate for the construction, operation or modification of the Stipulation, or for  
13 the enforcement or compliance therewith.

14 **KNOWLEDGE OF ENTRY OF JUDGMENT**

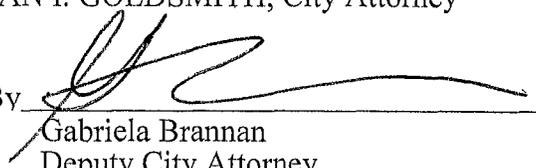
15 19. By signing this Stipulation, Plaintiff and Defendants MARI-MEDIC FARMACY  
16 and VUE admit personal knowledge of the terms set forth herein. Service by mail shall constitute  
17 sufficient notice for all purposes.

18 20. The clerk is ordered to immediately enter this Stipulation.

19 **IT IS SO STIPULATED.**

20 Dated: 10/21, 2013

JAN I. GOLDSMITH, City Attorney

21  
22 By   
Gabriela Brannan  
Deputy City Attorney

23 Attorneys for Plaintiff

24  
25  
26 Dated: 10/21/1, 2013

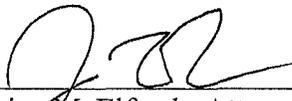
  
MARI-MEDIC FARMACY, INC., a  
California corporation, by SANDA VUE,  
President

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Dated: 10/21/, 2013

  
\_\_\_\_\_  
SANDA VUE, an individual

Dated: 10/21, 2013

  
\_\_\_\_\_  
Jessica McElfresh, Attorney for Defendants  
MARI-MEDIC FARMACY, a California  
corporation, and SANDA VUE

Upon the stipulation of the parties hereto and upon their agreement to entry of this  
Stipulation without trial or adjudication of any issue of fact or law herein, and good cause  
appearing therefore, IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: OCT 25 2013

**RONALD S. PRAGER**  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT