

**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.

MEDICATED, a California corporation;  
JERRY C. VUE, an individual;  
RICHE VUE, an individual, and DOES 1  
through 50, inclusive,

Defendants.

Case No. **37-2013-00072514-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 MEDICATED, a California corporation; JERRY C. VUE, an individual, and RICHE 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, the City of San Diego, a municipal corporation, and Defendants MEDICATED, JERRY C. VUE, and RICHE VUE who are named parties in the above-entitled action. This Final Judgment is executed and entered as to only these parties.



1 MEDICATED, JERRY C. VUE, and RICHIE VUE, and all persons mentioned above are hereby  
2 enjoined and restrained pursuant to San Diego Municipal Code (SDMC) sections 12.0202 and  
3 121.0311 and California Code of Civil Procedure section 526, and under the Court's inherent  
4 equity powers from engaging in or performing, directly or indirectly, any of the following acts:

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

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

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

18 **COMPLIANCE MEASURES**

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

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

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

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

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1 **MONETARY RELIEF**

2 12. **Within 15 calendar days of the filing of this Stipulated Judgment**, Defendants  
3 shall pay Plaintiff City of San Diego, for the Code Enforcement Section’s investigative costs, in  
4 the amount of \$1,188.30 Payment shall be in the form of a certified check, payable to the “City of  
5 San Diego.” Such payment shall be in full satisfaction of all costs associated with the City’s  
6 investigation of this action to date. The check shall be delivered to the Office of the City  
7 Attorney, Code Enforcement Unit, 1200 Third Avenue, Suite 700, San Diego, CA 92101,  
8 Attention: Gabriela Brannan.

9 13. **Within 15 calendar days from the date of entry of this Stipulation**, Defendants  
10 MEDICATED, JERRY C. VUE, and RICHIE VUE shall pay Plaintiff, the City of San Diego,  
11 civil penalties in the amount of \$20,000, pursuant to SDMC section 12.0202(b) in full satisfaction  
12 of all claims against Defendants arising from any of the past violations alleged by Plaintiff in this  
13 action. **\$17,000 of these penalties is immediately suspended.** These suspended penalties shall  
14 only be imposed if Defendants fail to comply with the terms of this Stipulation. Plaintiff City of  
15 San Diego, agrees to notify Defendants in writing if imposition of the penalties will be sought by  
16 Plaintiff and on what basis. Civil penalties shall be paid in the form of a certified check, payable  
17 to the “City of San Diego,” and delivered to the Office of the City Attorney, 1200 Third Avenue,  
18 Suite 700, San Diego, CA 92101, Attention: Gabriela Brannan.

19 **ENFORCEMENT OF JUDGMENT**

20 14. In the event of default by Defendants MEDICATED, JERRY C. VUE, and RICHIE  
21 VUE as to any amount due per this Stipulation, the entire amount due shall be deemed  
22 immediately due and payable as penalties to the City of San Diego, and Plaintiff shall be entitled  
23 to pursue any and all remedies provided by law for the enforcement of this Stipulation. Further,  
24 any amount in default shall bear interest at the prevailing legal rate from the date of default until  
25 paid in full.

26 15. Nothing in this Stipulation shall prevent any party from pursuing any remedies as  
27 provided by law to subsequently enforce this Stipulation or the provisions of the SDMC,  
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1 including criminal prosecution and civil penalties that may be authorized by the court according  
2 to the SDMC at a cumulative rate of up to \$2,500 per day per violation.

3 16. Defendants MEDICATED, JERRY C. VUE, and RICHIE VUE agree that any act,  
4 intentional or negligent, or any omission or failure by their contractors, successors, assigns,  
5 partners, members, agents, employees or representatives to comply with the requirements set  
6 forth in Paragraphs 8-13 above will be deemed to be the act, omission, or failure of Defendants  
7 MEDICATED, JERRY C. VUE, and RICHIE VUE and shall not constitute a defense to a failure  
8 to comply with any part of this Stipulation. Further, should any dispute arise between any  
9 contractor, successor, assign, partner, member, agent, employee or representative of Defendants  
10 MEDICATED, JERRY C. VUE, and RICHIE VUE for any reason, Defendants MEDICATED,  
11 JERRY C. VUE, and RICHIE VUE agree that such dispute shall not constitute a defense to any  
12 failure to comply with any part of this Stipulation, nor justify a delay in executing the  
13 requirements herein.

14 **DISMISSAL OF DOES**

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

16 **RETENTION OF JURISDICTION**

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

21 **KNOWLEDGE OF ENTRY OF JUDGMENT**

22 19. By signing this Stipulation, Plaintiff and Defendants MEDICATED, JERRY C. VUE,  
23 and RICHIE VUE admit personal knowledge of the terms set forth herein. Service by mail shall  
24 constitute sufficient notice for all purposes.

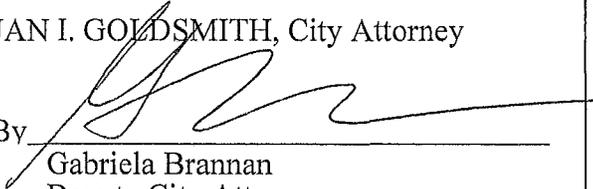
25 20. The clerk is ordered to immediately enter this Stipulation.

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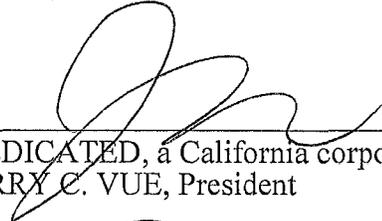
1 **IT IS SO STIPULATED.**

2 Dated: 10/17, 2013

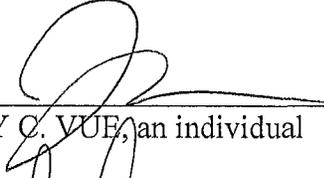
JAN I. GOLDSMITH, City Attorney

3  
4 By   
5 Gabriela Brannan  
6 Deputy City Attorney  
7 Attorneys for Plaintiff

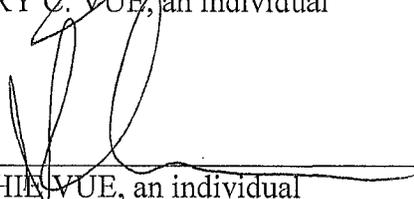
8 Dated: 10-17, 2013

  
9 MEDICATED, a California corporation, by  
10 JERRY C. VUE, President

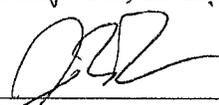
11 Dated: 10-17, 2013

  
12 JERRY C. VUE, an individual

13 Dated: 10/17, 2013

  
14 RICHIE VUE, an individual

15 Dated: 10/17, 2013

  
16 Jessica McElfresh, Attorney for Defendants  
17 MEDICATED, a California corporation  
18 JERRY C. VUE, and RICHIE VUE

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

25  
26 Dated: OCT 25 2013

**RONALD S. PRAGER**  
27  
28 JUDGE OF THE SUPERIOR COURT