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**F I L E D**  
Clerk of the Superior Court  
JUN 05 2015

**FILED**  
SAN DIEGO SUPERIOR COURT  
JUN -5 2015  
CLERK OF THE SUPERIOR COURT  
BY: T. RAY  
15 JUN 4 PM 2:02

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO

CITY OF SAN DIEGO, a municipal corporation,  
  
Plaintiff,  
  
v.  
  
PRESIDENTIAL COLLECTIVE, a California corporation;  
THOMAS NAEMI, an individual;  
MISSION VALLEY CORNERSTONE PROPERTY, LLC, a California Limited Liability Company;  
CHERYL HANLEY, an individual;  
CHRISTEN HANLEY, an individual; and  
DOES 1 through 50, inclusive,  
  
Defendants.

Case No. 37-2014-00022681-CU-MC-CTL  
JUDGE RONALD S. PRAGER  
  
STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION; JUDGMENT THEREON [CCP § 664.6]  
  
IMAGED FILE

Plaintiff, CITY OF SAN DIEGO, a municipal corporation, appearing by and through its attorneys, Jan I. Goldsmith, City Attorney, by Marsha B. Kerr, Deputy City Attorney; and Defendants PRESIDENTIAL COLLECTIVE, a California corporation, and THOMAS NAEMI, an individual, appearing by and through their attorney, Jeffrey A. Lake, enter into the following Stipulation for Entry of Final Judgment (Stipulation) 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. 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 v.*



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

3 Keeping, maintaining, operating, or allowing any commercial, retail, collective,  
4 cooperative or group establishment for the growth, storage, sale or distribution of marijuana,  
5 including, but not limited to, any marijuana dispensary, collective or cooperative anywhere in the  
6 City of San Diego without first obtaining a Conditional Use Permit pursuant to the San Diego  
7 Municipal Code.

### 8 COMPLIANCE MEASURES

9 **DEFENDANTS agree to do the following at the PROPERTY:**

10 6. **Immediately** cease maintaining, operating, or allowing any commercial, retail,  
11 collective, cooperative, or group establishment for the growth, storage, sale, or distribution of  
12 marijuana, including but not limited to any marijuana dispensary, collective, or cooperative  
13 organized pursuant to the California Health and Safety Code.

14 7. The parties acknowledge that where local zoning ordinances allow the operation of a  
15 marijuana dispensary, collective or cooperative as a permitted use in the City of San Diego, then  
16 Defendants will be allowed to operate or maintain a marijuana dispensary, collective or  
17 cooperative in the City of San Diego as authorized under the law after Defendants provide the  
18 following to Plaintiff in writing:

19 a. Proof that the business location is in compliance with the ordinance; and

20 b. Proof that any required permits or licenses to operate a marijuana dispensary,  
21 collective or cooperative have been obtained from the City of San Diego as required by the  
22 SDMC.

23 8. **Within 24 hours from the date of signing this Stipulation**, remove all signage from  
24 the exterior of the premises advertising a marijuana dispensary, including but not limited to,  
25 signage advertising Miramar Holistic.

26 9. **No later than 48 hours from entry of this Stipulation** cease advertising on the  
27 internet, magazines or through any other medium the existence of Presidential Collective at the  
28 PROPERTY.



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

5 17. Defendants agree that any act, intentional or negligent, or any omission or failure by  
6 their contractors, successors, assigns, partners, members, agents, employees or representatives to  
7 comply with the requirements set forth in Paragraphs 5-14 above will be deemed to be the act,  
8 omission, or failure of Defendants and shall not constitute a defense to a failure to comply with  
9 any part of this Stipulation. Further, should any dispute arise between any contractor, successor,  
10 assign, partner, member, agent, employee or representative of Defendants for any reason,  
11 Defendants agree that such dispute shall not constitute a defense to any failure to comply with  
12 any part of this Stipulation, nor justify a delay in executing its requirements.

13 **RETENTION OF JURISDICTION**

14 18. The Court will retain jurisdiction for the purpose of enabling any of the parties to this  
15 Stipulation to apply to this Court at any time for such order or directions that may be necessary or  
16 appropriate for the construction, operation or modification of the Stipulation, or for the  
17 enforcement or compliance therewith, pursuant to Code of Civil Procedure 664.6.

18 **KNOWLEDGE AND ENTRY OF JUDGMENT**

19 19. By signing this Stipulation, Defendants admit personal knowledge of the terms set  
20 forth herein. Service by mail shall constitute sufficient notice for all purposes.


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

22 **IT IS SO STIPULATED:**

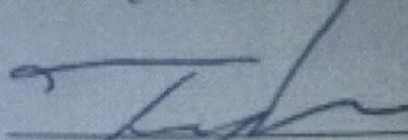
23 Dated: June 3, 2014, <sup>15</sup> JAN I. GOLDSMITH, City Attorney

24  
25 By Marsha B Kerr  
26 Marsha B. Kerr  
27 Deputy City Attorney  
28 Attorneys for Plaintiff

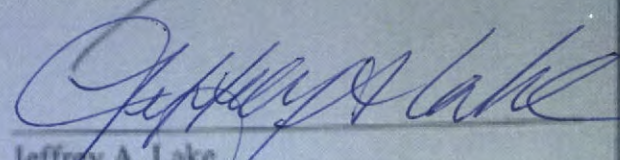
1 Dated: May 28<sup>th</sup>, 2015, 201<sup>5</sup>  
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\_\_\_\_\_  
Presidential Collective, a California  
corporation, by Thomas Naemi, President

3 Dated: May 28<sup>th</sup>, 2015, 201<sup>5</sup>  
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\_\_\_\_\_  
Thomas Naemi, an individual

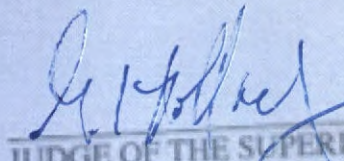
5 Dated: 6/3, 201<sup>5</sup>  
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\_\_\_\_\_  
Jeffrey A. Lake  
Attorney for Defendants Presidential  
Collective and Thomas Naemi

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10 **JUDGMENT**

11 Upon the stipulation of the parties hereto and upon their agreement to entry of this  
12 Stipulation without trial or adjudication of any issue of fact or law herein, and good cause  
13 appearing therefor, IT IS SO ORDERED, ADJUDICATED AND DECREED.  
14

15 Dated: JUN - 5 2015  
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\_\_\_\_\_  
6/5/15  
JUDGE OF THE SUPERIOR COURT  
GREGORY W. POLLACK