

EXHIBIT C

FILED
Clerk of the Superior Court

JUN 17 2015

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By: H. CHAVARIN, Deputy
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

CITY OF SAN DIEGO, a municipal corporation,

Plaintiff,

v.

CCSQUARED WELLNESS COOPERATIVE, a California corporation;
BRENT MESNICK, an individual;
JL INDIA STREET, LP, formerly known as JL INDIA STREET, LLC;
JEFFREY KACHA, an individual; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2015-00004430-CU-MC-CTL

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

IMAGED FILE

1. Plaintiff, City of San Diego, a municipal corporation, appearing by and through its attorneys, Jan I. Goldsmith, City Attorney, and Marsha Kerr, Deputy City Attorney; and Defendants, JL INDIA STREET, LP, formerly known as JL INDIA STREET, LLC; JEFFREY KACHA; and LAWRENCE E. GERACI, aka LARRY GERACI (Doe 1) (collectively, "Defendants"), appearing by and through their attorney, Joseph Carmellino, Esq., 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.

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1 Stipulation and Injunction. **Effective immediately upon the date of entry of this Stipulation,**
2 Defendants and all persons mentioned above are hereby enjoined and restrained pursuant to San
3 Diego Municipal Code (SDMC) sections 12.0202 and 121.0311, California Code of Civil
4 Procedure section 526, and under the Court's inherent equity powers, from engaging in or
5 performing, directly or indirectly, any of the following acts:

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

11 **COMPLIANCE MEASURES**

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

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

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

- 22 a. Proof that the business location is in compliance with the ordinance; and
- 23 b. Proof that any required permits or licenses to operate a marijuana dispensary,
24 collective or cooperative have been obtained from the City of San Diego as
25 required by the SDMC.

26 10. **Within 24 hours from the date of signing this Stipulation,** remove all signage from
27 the exterior of the premises advertising a marijuana dispensary, including but not limited to,
28 signage advertising CCSquared Wellness Cooperative or CCSquared Storefront.

1 11. **No later than 48 hours from signing this Stipulation** cease advertising on the
2 internet, magazines or through any other medium the existence of CCSquared Wellness
3 Cooperative or CCSquared Storefront at the PROPERTY.

4 12. **No later than 48 hours from signing this Stipulation** remove all fixtures, items and
5 property associated with a marijuana dispensary business from the PROPERTY.

6 13. **Within one week of signing this Stipulation**, Defendant will contact City zoning
7 investigator Leslie Sennett at 619-236-6880 to schedule an inspection of the PROPERTY.

8 **MONETARY RELIEF**

9 14. Defendants, jointly and severally, shall pay Plaintiff City of San Diego, for
10 Development Services Department, Code Enforcement Section's investigative costs, the amount
11 of **\$2,438.03**. All other attorney fees and costs expended by the parties in the above-captioned
12 case are waived by the parties. The parties agree that payment in full of the monetary amount
13 referenced as investigative costs is applicable to and satisfies payment of investigative costs for
14 both cases referenced in paragraph 2 above.

15 15. Defendants shall jointly and severally pay to Plaintiff City of San Diego civil penalties
16 in the amount of \$75,000, pursuant to SDMC section 12.0202(b) in full satisfaction of all claims
17 against Defendants arising from any of the past violations alleged by Plaintiff in this action.
18 **\$37,500 of these penalties is immediately suspended.** Payment in the amount of \$37,500 in
19 civil penalties plus \$2438.03 in investigative costs referenced in paragraph 14, totaling
20 \$39,938.03, shall be made in 24 monthly installments of \$1,664.09 each beginning on or before
21 June 5, 2015, and continuing on the fifth of each successive month until paid in full. Receipt of
22 Defendants' initial monthly payment of \$1,664.09 on June 4, 2015 is acknowledged. The parties
23 agree that payment in full of the monetary amounts referenced as civil penalties is applicable to
24 and satisfies payment of civil penalties for both of the cases referenced in paragraph 2 above. All
25 payments shall be made in the form of a certified check payable to the "City of San Diego," and
26 shall be mailed or personally delivered to the Office of the City Attorney, 1200 Third Avenue,
27 Suite 700, San Diego, CA 92101, Attention: Marsha B. Kerr.

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RECORDATION OF JUDGMENT

21. This Stipulation shall not be recorded unless there is an uncured breach of the terms herein, in which instance a certified copy of this Stipulation and Judgment may be recorded in the Office of the San Diego County Recorder pursuant to the legal description of the PROPERTY.

KNOWLEDGE AND ENTRY OF JUDGMENT

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

23. The clerk is ordered to immediately enter this Stipulation.

IT IS SO STIPULATED.

Dated: June 11, 2015 JAN I. GOLDSMITH, City Attorney

By Marsha B. Kerr
Marsha B. Kerr
Deputy City Attorney
Attorneys for Plaintiff

Dated: 6-10, 2015 JL INDIA STREET, LP, formerly known as JL INDIA STREET, LLC

By Jeffrey Kacha General Partner

Dated: 6-10, 2015 Jeffrey Kacha, an individual

Jeffrey Kacha


Dated: 6-8, 2015 Lawrence E. Geraci, aka Larry Geraci, an individual

Lawrence E. Geraci

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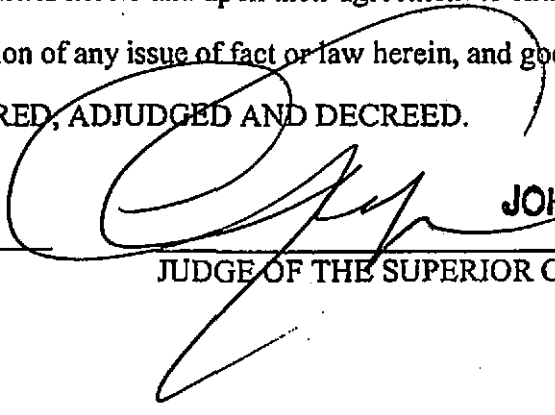
Dated: 6/17/15, 2015

By 
Joseph S. Carmellino
Attorney for Defendants Jeffrey Kacha and
JL India Street LP, formerly known as JL
India Street, LLC

JUDGMENT

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 therefor, IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 6-17-16



JOHN S. MEYER

JUDGE OF THE SUPERIOR COURT