

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FILED** No Fee GC 66103  
SAN DIEGO SUPERIOR COURT  
JAN - 8 2015  
CLERK OF THE SUPERIOR COURT  
BY: JAN 5 15 PM 2:29  
T. RAY

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO

CITY OF SAN DIEGO, a municipal corporation,

Plaintiff,

v.

STONECREST PLAZA, LLC, a Limited Liability Company;  
SALAM RAZUKI, an individual; and  
DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2014-00009664 -CU-MC-CTL

JUDGE: RONALD S. PRAGER

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 attorneys, Jan I. Goldsmith, City Attorney, and by Gabriela Brannan, Deputy City Attorney, and Defendants STONECREST PLAZA, LLC, a Limited Liability Company; and SALAM RAZUKI, an individual; appearing by and through their attorney, Richard Ostrow, 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 only between and among Plaintiff City of San Diego, a municipal corporation, and Defendants STONECREST
- .....

1           2. PLAZA, LLC, a Limited Liability Company, and SALAM RAZUKI, an individual,  
2 (DEFENDANTS) who are named parties in the above-entitled action.

3           3. The parties to this Stipulation are parties to a civil suit pending in the Superior Court  
4 of the State of California for the County of San Diego, entitled *City of San Diego, a municipal*  
5 *corporation v. STONECREST PLAZA, LLC, a Limited Liability Company; and SALAM RAZUKI,*  
6 *an individual; and DOES 1 through 50, inclusive*, Civil Case Number Case  
7 Number 37-2014-00009664-CU-MC-CTL.

8           4. The parties wish to avoid the burden and expense of further litigation and accordingly  
9 have determined to compromise and settle their differences in accordance with the provisions of  
10 this Final Judgment. Neither this Final Judgment nor any of the statements or provisions  
11 contained herein shall be deemed to constitute an admission or an adjudication of any of the  
12 allegations of the Complaint. The parties to this Final Judgment agree to resolve this action in its  
13 entirety as to them and only them by mutually consenting to the entry of Final Judgment in its  
14 Entirety and Permanent Injunction by the Superior Court.

15           5. The address where the DEFENDANTS are maintaining a marijuana dispensary  
16 business is 4284 Market Street, San Diego, California, 92102 (PROPERTY).

17           6. The PROPERTY is owned by "Stonecrest Plaza, LLC, a California Limited Liability  
18 Company," according to San Diego County Recorder's Trustee's Deed Upon Sale, Document No.  
19 2014-0071939, recorded February 21, 2014. The PROPERTY is also identified as Assessor's  
20 Parcel Numbers 547-013-17-00 and 547-013-19-00.

21           7. The legal description of the PROPERTY is:

22                   LOTS 22-24 INCLUSIVE, BLOCK 12 OF MORRISON'S MARSCENE  
23                   PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO,  
24                   STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO.  
25                   1844, FILED IN THE OFFICE OF THE COUNTY RECORDER OF  
26                   SAN DIEGO COUNTY, JULY 10, 1925.

27           8. DEFENDANT SALAM RAZUKI as managing member of STONECREST PLAZA,  
28 LLC, represents that STONECREST PLAZA, LLC, is the legal property owner of the  
PROPERTY and represents that he has legal authority to bind STONECREST PLAZA, LLC, to  
this Stipulation.



1 known United Wellness Center and Ryan Shamoun or the appropriate party responsible for the  
2 leasehold and operation of the marijuana dispensary, including but not limited to, prosecuting an  
3 unlawful detainer action.

4 **13. Within 24-hours from the date of signing this Stipulation, remove all signage from**  
5 **the exterior of the premises advertising a marijuana dispensary, including but not limited to,**  
6 **signage advertising United Wellness Center.**

7 **14. Within seven calendar days after the marijuana dispensary business vacates the**  
8 **PROPERTY, ensure that all fixtures, items, and property associated with United Wellness**  
9 **Center and Ryan Shamoun are removed from the premises.**

10 **15. Within seven calendar days after the marijuana dispensary business vacates the**  
11 **PROPERTY, contact Senior Land Development Investigator Leslie Sennett with the Code**  
12 **Enforcement Division (CED) of the City’s Development Services Department to schedule an**  
13 **inspection of the entire PROPERTY.**

14 a. If during the inspection, CES determines the existence of other code violations at  
15 the PROPERTY, DEFENDANTS agree to correct these additional code violations and obtain all  
16 required inspections and approvals as required by CES.

17 **16. Allow personnel from the City of San Diego access to the PROPERTY to inspect for**  
18 **compliance upon 24-hour verbal or written notice. Inspections shall occur between the hours of**  
19 **8:00 a.m. and 5:00 p.m.**

20 **MONETARY RELIEF**

21 **17. Within 15 calendar days from the date of signing this Stipulation, DEFENDANTS**  
22 **shall pay Plaintiff City of San Diego, for Development Services Department, Code Enforcement**  
23 **Section’s investigative costs, the amount of \$890.03. Payment shall be in the form of a certified**  
24 **check, payable to the “City of San Diego,” and shall be in full satisfaction of all costs associated**  
25 **with the City’s investigation of this action to date. The check shall be mailed or personally**  
26 **delivered to the Office of the City Attorney, 1200 Third Avenue, Suite 500, San Diego, CA**  
27 **92101, Attention: Gabriela Brannan.**

28 . . . . .

1 18. DEFENDANTS shall pay Plaintiff City of San Diego, civil penalties in the amount of  
2 \$25,000, pursuant to SDMC section 12.0202(b) in full satisfaction of all claims against  
3 DEFENDANTS arising from any of the past violations alleged by Plaintiff in this action. \$17,500  
4 of these penalties is immediately suspended. These suspended penalties shall only be imposed  
5 if DEFENDANTS fail to comply with the terms of this Stipulation. Plaintiff City of San Diego,  
6 agrees to notify DEFENDANTS in writing if imposition of the penalties will be sought by  
7 Plaintiff and on what basis. Civil penalties shall be paid in the form of certified check, payable to  
8 the "City of San Diego," and delivered to the Office of the City Attorney, Code Enforcement  
9 Unit, 1200 Third Avenue, Suite 700, San Diego, California 92101, Attention: Gabriela Brannan.

10 a. Payment of the \$7,500 in civil penalties that are due and payable will be made in  
11 monthly installment payments of \$1,500 each. The first payment of \$1,500 will be paid by  
12 January 15, 2015, and then monthly payments of \$1,500 will be made on or before the 15<sup>th</sup> of  
13 each month until paid in full.

#### 14 ENFORCEMENT OF JUDGMENT

15 19. In the event of default by DEFENDANTS as to any amount due under this Final  
16 Judgment, the entire amount due shall be deemed immediately due and payable as penalties to the  
17 City of San Diego, and Plaintiff shall be entitled to pursue any and all remedies provided by law  
18 for the enforcement of this Final Judgment. Further, any amount in default shall bear interest at  
19 the prevailing legal rate from the date of default until paid in full.

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

24 21. DEFENDANTS agree that any act, intentional or negligent, or any omission or failure  
25 by their contractors, successors, assigns, partners, members, agents, employees or representatives  
26 to comply with the requirements set forth in Paragraphs 10-18 above will be deemed to be the act,  
27 omission, or failure of DEFENDANTS and shall not constitute a defense to a failure to comply  
28 with any part of this Final Judgment. Further, should any dispute arise between any contractor,

1 successor, assign, partner, member, agent, employee or representative of DEFENDANTS for any  
2 reason, DEFENDANTS agree that such dispute shall not constitute a defense to any failure to  
3 comply with any part of this Final Judgment, nor justify a delay in executing its requirements.

4 **RETENTION OF JURISDICTION**

5 22. The Court will retain jurisdiction for the purpose of enabling any of the parties to this  
6 Final Judgment to apply to this Court at any time for such order or directions that may be  
7 necessary or appropriate for the construction, operation or modification of the Final Judgment, or  
8 for the enforcement or compliance therewith.

9 **KNOWLEDGE AND ENTRY OF JUDGMENT**

10 23. By signing this Final Judgment, DEFENDANTS admit personal knowledge of the  
11 terms set forth herein. Service by mail shall constitute sufficient notice for all purposes.

12 24. The clerk is ordered to immediately enter this Final Judgment.

13 **RECORDATION OF JUDGMENT**

14 25. A certified copy of this Judgment shall be filed in the Office of the San Diego County  
15 Recorder pursuant to the legal description of the PROPERTY.

16 **IT IS SO STIPULATED.**

17 Dated: 12/29/, 2014

JAN I. GOLDSMITH, City Attorney

18

19

By 

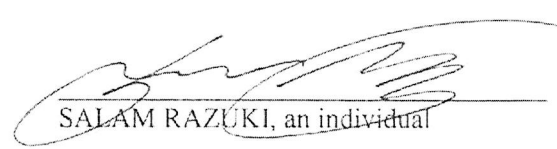
Gabriela Brannan  
Deputy City Attorney  
Attorneys for Plaintiff

20

21

22

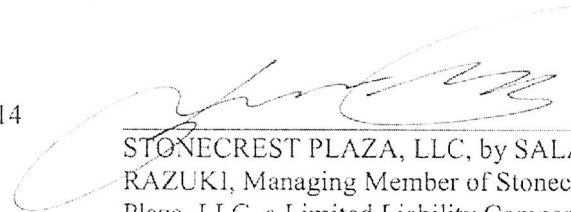
23 Dated: 12/23/, 2014

  
SALAM RAZUKI, an individual

24

25

26 Dated: 12/23/, 2014

  
STONECREST PLAZA, LLC, by SALAM  
RAZUKI, Managing Member of Stonecrest  
Plaza, LLC, a Limited Liability Company

27

28


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: 10/23, 2014

  
Richard Ostrow, Attorney for Defendants  
STONECREST PLAZA, LLC, and SALAM  
RAZUKI

Upon the stipulation of the parties hereto and upon their agreement to entry of this Final Judgment 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: JAN - 6 2015

  
JUDGE OF THE SUPERIOR COURT  
RONALD S. PRAGER

City of San Diego v. Stonecrest Plaza, LLC, et al., Case No. 37-2014-00009664 -CU-MC-CTL