

12/2/2025 9:08:50 AM

1 HEATHER FERBERT, City Attorney
2 MARK ANKCORN, Senior Chief Deputy City Attorney
3 ERIC LAGUARDIA, Deputy City Attorney
4 California State Bar No. 272791
5 JULIE RAU, Deputy City Attorney
6 California State Bar No. 317658
7 KEVIN B. KING, Deputy City Attorney
8 California State Bar No. 309397
9 Office of the City Attorney
1200 Third Avenue, Suite 1100
San Diego, California 92101-4100
Telephone: (619) 533-5800
Facsimile: (619) 533-5856
E-mail: kbking@sandiego.gov

Clerk of the Superior Court
By M. Guyot ,Deputy Clerk

Exempt from fees per Gov't Code § 6103
To the benefit of the City of San Diego

Attorneys for Plaintiff,
The People of the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

The People of the State of California, by
and through Heather Ferbert, City
Attorney of San Diego,

Plaintiff,

vs.

Yazan R. Muowahid, individually; Top
Tier SD Inc. dba Miramar Smoke N
Vape; Prime Cloud Inc. dba Aroma
Avenue Vape Shop; Oceanside 1405 Inc.
dba Aroma Avenue Vape and Aroma
Avenue Vape 1; Royal State Investments
LLC dba Aroma Avenue; The Right
Investment Inc. dba Aroma Avenue 2
and Aroma Avenue 3; JNYM Investment,
Inc. dba Vape Avenue; Brea USA Inc.;
Chino USA Inc.; and Does 1-20 inclusive,

Defendants

Case No. 24CU024294C

**[Proposed] Stipulated Judgment and
Injunction**

Assigned for All Purposes to:
Hon. Marcella McLaughlin
Department: C-72

Complaint Filed: November 21, 2024

1 This Stipulated Judgment and Injunction is entered into by and between The
2 People of the State of California, acting by and through the City Attorney of San
3 Diego, and Defendants Yazan R. Muowahid, Top Tier SD Inc. dba Miramar Smoke N
4 Vape, Prime Cloud Inc. dba Aroma Avenue Vape Shop, Oceanside 1405 Inc. dba
5 Aroma Avenue Vape and Aroma Avenue Vape 1, Royal State Investments LLC dba
6 Aroma Avenue, The Right Investment Inc. dba Aroma Avenue 2 and Aroma Avenue
7 3, JNYM Investment, Inc. dba Vape Avenue, Brea USA Inc., Chino USA Inc.
8 (collectively, the “Parties,” and each a “Party”).

9 The Parties stipulate that the Stipulated Judgment and Injunction be
10 entered in this Action as follows:

11 **I. Definitions**

12 1. The following definitions shall apply for purposes of this Stipulated
13 Judgment:

14 a. “Action” means the civil action entitled *The People of the State of*
15 *California v. Muowahid, et al.*, San Diego Super. Ct. No. 24CU024294C.

16 b. “Court” means the Superior Court of California, County of San Diego.

17 c. “The People” means The People of the State of California, acting by and
18 through the City Attorney of San Diego.

19 d. “City Attorney” means the San Diego City Attorney’s Office.

20 e. “Defendants” means Yazan R. Muowahid, Top Tier SD Inc. dba
21 Miramar Smoke N Vape, Prime Cloud Inc. dba Aroma Avenue Vape Shop, Oceanside
22 1405 Inc. dba Aroma Avenue Vape and Aroma Avenue Vape 1, Royal State
23 Investments LLC dba Aroma Avenue, The Right Investment Inc. dba Aroma Avenue
24 2 and Aroma Avenue 3, JNYM Investment, Inc. dba Vape Avenue, Brea USA Inc.,
25 Chino USA Inc.

26 **II. Overview and Background**

27 2. On November 21, 2024, the People filed an enforcement action in San
28 Diego Superior Court against Defendants to cease illegal sales flavored tobacco

1 products and recover civil penalties, entitled *The People of the State of California v.*
2 *Muowahid, et al.*, San Diego Super. Ct. No. 24CU024294C (*i.e.*, the Action as defined
3 in Section D).

4 3. The People allege Defendants engaged in unlawful and unfair business
5 practices in violation of the Unfair Competition Law by selling flavored tobacco
6 products prohibited by California and San Diego law. Health & Safety Code §
7 104559.5; San Diego Municipal Code §42.1603.

8 4. Without admitting liability, the Parties enter this Stipulated
9 Judgment and Injunction to fully resolve the claims in the Action.

10 5. The People believe that the resolution of the violations alleged in the
11 complaint is fair and reasonable and fulfills the People's enforcement objectives,
12 that no further action is warranted concerning the specific violations alleged in the
13 complaint except as provided pursuant to the Stipulated Judgment and Injunction,
14 and that this Stipulated Judgment and Injunction is in the best interests of the
15 general public.

16 **III. Jurisdiction**

17 6. The Parties are appearing before the Superior Court of California,
18 County of San Diego, which has subject matter jurisdiction over the matters alleged
19 in this Action and personal jurisdiction over the Parties to this Stipulated Judgment
20 and Injunction.

21 7. The Court shall retain jurisdiction for the purpose of enforcement of
22 the Stipulated Judgment and Injunction pursuant to California Code of Civil
23 Procedure section 664.6.

24 **IV. Monetary Relief**

25 8. Defendants shall pay a total of \$200,000.00 (two hundred thousand
26 dollars and zero cents) in the following manner:

27 a. \$190,000.00 (one hundred ninety thousand and zero cents)
28 check for civil penalties, pursuant to Bus. & Prof. Code, section 17206(c)(3)(B), to be

1 deposited in the Consumer Protection Prosecution Trust Fund for use exclusively by
2 the City Attorney for the enforcement of consumer protection laws, made payable to
3 the Treasurer of the City of San Diego, delivered to the Office of the City Attorney,
4 Affirmative Civil Enforcement Unit, to the attention of Deputy City Attorney Kevin
5 King within 30 days of executing the Stipulated Judgment and Injunction.

6 b. \$10,000.00 (ten thousand and zero cents) check for costs of
7 investigation, made payable to the Treasurer of the City of San Diego, delivered to
8 the Office of the City Attorney within 30 days of executing the Stipulated Judgment
9 and Injunction.

10 9. The City Attorney shall file this Stipulated Judgment and Injunction
11 with the Court no later than five (5) court days after receipt of the payments
12 described in Paragraph 8.

13 10. Defendants Yazan R. Muowahid, Top Tier SD Inc., Prime Cloud Inc.,
14 Oceanside 1405 Inc., Royal State Investments LLC, The Right Investment Inc.,
15 JNYM Investment, Inc., Brea USA Inc., Chino USA Inc. are jointly and severally
16 liable for the settlement payments.

17 **V. Release**

18 11. This Stipulated Judgment and Injunction fully and completely resolves
19 the claims asserted, and the allegations or claims which could have been asserted
20 under the facts alleged in the complaint, by the People against Defendants in the
21 Action.

22 **VI. Injunctive Relief**

23 12. The Parties request that this Court retain jurisdiction pursuant to
24 Business and Professions Code section 17207 to enforce this Stipulated Judgment
25 and Injunction.

26 13. Defendants shall comply with California and San Diego law
27 prohibiting the sale of flavored tobacco products, including but not limited to Health
28 & Safety Code § 104559.5 and San Diego Municipal Code §42.1603.

1 14. The terms of this Stipulated Judgment and Injunction may be enforced
2 through a motion to enforce, contempt proceeding, a separate lawsuit, or any other
3 proceeding recognized by the Court for enforcement of an injunction.

4 15. If the Court finds, after noticed motion and hearing, that any
5 Defendant has violated Paragraph 13 by either selling flavored tobacco products in
6 the State of California or purchasing flavored tobacco products with the intent to
7 sell them in the State of California, said Defendants shall be jointly and severally
8 be liable for civil penalties according to proof for each violation, pursuant to
9 Business and Professions Code section 17207, in addition to any other sanction
10 available in law or equity.

11 16. The terms of the injunction shall be for three years and begin on the
12 day the Court enters the Stipulated Judgment and Injunction. If the Court finds
13 after noticed motion and hearing that any Defendant has violated the terms of the
14 injunction, then its three-year term shall start again upon entry of an order finding
15 such a violation.

16 **VII. Enforcement of Judgment**

17 17. The Parties acknowledge that the release set forth in this Stipulated
18 Judgment and Injunction does not in any way relieve the Parties of the obligation to
19 abide by each and every term of the Stipulated Judgment and Injunction.

20 18. Any failure by any Party to the Stipulated Judgment and Injunction to
21 insist upon the strict performance by any other Party of any provision of the
22 Stipulated Judgment and Injunction shall not be deemed a waiver of any provision
23 of the Stipulated Judgment and Injunction and such Party, notwithstanding such
24 failure, shall have the right thereafter to insist upon the specific performance of any
25 and all provisions of the Stipulated Judgment and Injunction.

26 **VIII. Other Provisions**

27 19. California Law Governs Any Disputes. This Stipulated Judgment and
28 Injunction shall be construed and enforced in accordance with the laws of the State

1 of California.

2 20. Modification. No modification of the Stipulated Judgment and
3 Injunction shall be binding except upon written consent by all the Parties to this
4 Stipulated Judgment and Injunction and approval of the Court. No waiver or
5 modification of any provision of this Stipulated Judgment and Injunction or of any
6 breach thereof shall constitute a waiver or modification of any other provision or
7 breach.

8 21. The Parties' Costs. The Parties shall bear their own respective
9 attorneys' fees, costs, and any other expenses related to this Action.

10 22. Interpretation. This Stipulated Judgment and Injunction shall be
11 deemed to have been drafted equally by all Parties hereto. Accordingly, any and all
12 rules of construction holding that ambiguity is construed against the drafting party
13 shall not apply to the interpretation of this Stipulated Judgment and Injunction.

14 23. Integration. This Stipulated Judgment and Injunction is intended by
15 the Parties as a final expression of their agreement and understanding concerning
16 the subject matter addressed in the Stipulated Judgment and Injunction and is
17 intended as a complete statement of the terms and conditions of their settlement,
18 and any and all prior oral or written agreements or understandings between the
19 Parties related to the Stipulated Judgment and Injunction are superseded. No
20 representations, oral or otherwise, express or implied, other than those specifically
21 referred to in the Stipulated Judgment and Injunction, have been made by any
22 party to the Stipulated Judgment and Injunction.

23 24. Severability. In the event any provision of this Stipulated Judgment
24 and Injunction is held void or unenforceable for any reason, it shall in no way affect
25 the enforceability of the remaining provisions.

26 25. Collateral Attack and Appeals. The City Attorney and Defendants
27 waive any right to set aside the Stipulated Judgment and Injunction through any
28 collateral attack, and further waive their right to appeal from the Stipulated

1 Judgment and Injunction.

2 26. Stay of Trial Court Litigation. The Parties agree to stay any and all
3 deadlines in the Action, including any deadlines to respond to discovery and file
4 discovery motions, through entry of the Stipulated Judgment and Injunction.

5
6
7 Date: October 29, 2025

Respectfully Submitted,
HEATHER FERBERT, City Attorney

8
9
10 By: 
Deputy City Attorney

11 *Attorneys for Plaintiff, the People of*
12 *the State of California*

13
14 Dated: October __, 2025

Yazan R. Muowahid
Yazan R. Muowahid (Oct 29, 2025 20:55:32 PDT)

15 Yazan R. Muowahid

16 *On behalf of himself, Top Tier SD Inc.,*
17 *Prime Cloud Inc., Oceanside 1405 Inc.,*
18 *Royal State Investments LLC, The*
19 *Right Investment Inc., JNYM*
20 *Investment, Inc., Brea USA Inc., Chino*
21 *USA Inc.*

1 REVIEWED AND APPROVED AS TO FORM AND CONTENT:

2

3

Dated: October __, 2025

GARMO & GARMO LLP

4

5

Freddy Garmo

By: Freddy Garmo

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

2 This Stipulated Judgment and Injunction, entered into by and between the
3 People and Defendants, be entered in this Action, as this Court hereby finds that
4 the entry of this Stipulated Judgment and Injunction is in the interest of justice and
5 in the public interest.

6 The Clerk of this Court is hereby directed to enter this Stipulated Judgment
7 and Injunction, consisting of eight (9) pages, in this Action forthwith.

8 This Court retains jurisdiction over the Parties to enforce the Stipulated
9 Judgment and Injunction pursuant to California Code of Civil Procedure section
10 664.6.

11 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

12 Dated:

13 *Dec. 2, 2008*

14 

15 _____
16 JUDGE OF THE SUPERIOR COURT
17 MARCELLA O. MCLAUGHLIN
18
19
20
21
22
23
24
25
26
27
28