

FILED  
SUPERIOR COURT  
COUNTY OF SAN BERNARDINO  
SANTA ANA DISTRICT

MAR 30 2015

BY *Josephine Contreras*  
JOSEPHINE CONTRERAS, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

GABRIEL HERNANDEZ,  
Plaintiff and Petitioner,  
vs.  
TOWN OF APPLE VALLEY; and DOES 1 through  
100,  
Defendants and Respondents;  
WAL-MART STORES, INC.; DOES 101 through  
1,000,  
Real Parties in Interest.

CASE NO. CIVDS1312548

~~[Printed]~~  
**JUDGMENT ON FIRST AMENDED  
COMPLAINT FOR DECLARATORY AND  
INJUNCTIVE RELIEF AND PETITION  
FOR WRIT OF MANDATE**

Action Filed: October 15, 2013  
Department: S37 (Cohn)

At 8:30 a.m. on January 29, 2015, in Department S37 of the San Bernardino County Superior Court, before the Honorable David S. Cohn, this matter came on for a hearing on the motion for summary judgment by Plaintiff and Petitioner ("Plaintiff") Gabriel Hernandez against Defendant and Respondent ("Defendant") Town of Apple Valley and Defendant and Real Party in Interest ("Real Party in Interest") Wal-Mart Stores, Inc. Plaintiff appeared by and through attorney Cory J. Briggs, Defendant appeared by and through attorney Danielle G. Sakai, and Real Party in Interest appeared by and through attorneys Jack S. Yeh and Keli N. Osaki. The Court issued a tentative ruling to grant the motion at the start of the hearing and took the matter under submission at the end. By minute order dated February

1 2, 2015, the Court confirmed its tentative ruling. On February 2, 2015, the Court entered an order  
2 granting the motion for summary judgment ("Order").

3 Based on the Order, **IT IS ORDERED, ADJUDGED, AND DECREED** that:

4 1. Defendant and Respondent Town of Apple Valley's August 13, 2013 approval of the  
5 Memorandum of Understanding that is the subject of this lawsuit is now declared to be invalid, void,  
6 and unenforceable.

7 2. A peremptory writ of mandate shall issue to command Defendant and Respondent Town  
8 of Apple Valley to set aside the approval of the Memorandum of Understanding.

9 3. Measure D, which was approved by voters at the Town of Apple Valley Special Election  
10 on November 19, 2013, is now declared to be invalid, void, and unenforceable.

11 4. Plaintiff and Petitioner Gabriel Hernandez shall recover [AMOUNT TO BE  
12 DETERMINED LATER] from Defendant and Respondent Town of Apple Valley and Defendant and  
13 Real Party in Interest Wal-Mart Stores, Inc., jointly and severally, for attorney fees incurred in  
14 connection with this lawsuit [to be filled in by the Clerk of the Court if and when a successful motion  
15 for an award of attorney fees has been filed].

16 5. Plaintiff and Petitioner Gabriel Hernandez shall recover [AMOUNT TO BE  
17 DETERMINED LATER] from Defendant and Respondent Town of Apple Valley and Defendant and  
18 Real Party in Interest Wal-Mart Stores, Inc., jointly and severally, for costs incurred in connection with  
19 this lawsuit [to be filled in by the Clerk of the Court if and when a timely memorandum of costs has  
20 been filed, in accordance with the ruling on any order striking the memorandum or taxing any costs].

21 Date: 3/20, 2015.

DAVID COHN  
Judge of the Superior Court

22 APPROVED AS TO FORM:

23  
24 \_\_\_\_\_  
25 Cory J. Briggs

  
26 \_\_\_\_\_  
27 Daniell G. Sakai

28 \_\_\_\_\_  
Keli N. Osaki

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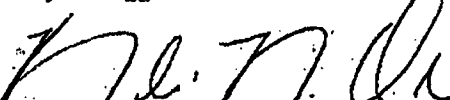
21 Date: 3/20, 2015.

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Judge of the Superior Court

22 APPROVED AS TO FORM:

23   
24 \_\_\_\_\_  
Cory J. Briggs

25   
Danielle G. Sakai

26   
27 \_\_\_\_\_  
Keli N. Osaki

PROOF OF SERVICE

1. My name is Keri Taylor. I am over the age of eighteen. I am employed in the State of California, County of San Bernardino.

2. My  business  residence address is Briggs Law Corporation, 99 C Street, Suite 111 Upland, CA 91786.

3. On March 19, 2015, I served  an original copy  a true and correct copy of the following documents: Proposed Peremptory Writ of Mandate and Proposed Judgment on First Amended Complaint

4. I served the documents on the person(s) identified on the attached mailing/service list as follows:

*by personal service.* I personally delivered the documents to the person(s) at the address(es) indicated on the list.

*by U.S. mail.* I sealed the documents in an envelope or package addressed to the person(s) at the address(es) indicated on the list, with first-class postage fully prepaid, and then I

deposited the envelope/package with the U.S. Postal Service

placed the envelope/package in a box for outgoing mail in accordance with my office's ordinary practices for collecting and processing outgoing mail, with which I am readily familiar. On the same day that mail is placed in the box for outgoing mail, it is deposited in the ordinary course of business with the U.S. Postal Service.

I am a resident of or employed in the county where the mailing occurred. The mailing occurred in the city of Upland, California.

*by overnight delivery.* I sealed the documents in an envelope/package provided by an overnight-delivery service and addressed to the person(s) at the address(es) indicated on the list, and then I placed the envelope/package for collection and overnight delivery in the service's box regularly utilized for receiving items for overnight delivery or at the service's office where such items are accepted for overnight delivery.

*by facsimile transmission.* Based on an agreement of the parties or a court order, I sent the documents to the person(s) at the fax number(s) shown on the list. Afterward, the fax machine from which the documents were sent reported that they were sent successfully.

*by e-mail delivery.* Based on an agreement of the parties or a court order, I sent the documents to the person(s) at the e-mail address(es) shown on the list. I did not receive, within a reasonable period of time afterward, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws  of the United States  of the State of California that the foregoing is true and correct.

Date: March 19, 2015

Signature: Keri Taylor

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**SERVICE LIST**

*Gabriel Hernandez v. Town of Apple Valley, et al.*  
Superior Court of the State of California - County of San Bernardino - Central Division  
CASE NO. CIVDS 1312548

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