BEFORE THE REGISTRAR OF CONTRACTORS CONTRACTORS STATE LICENSE BOARD DEPARTMENT OF CONSUMER AFFAIRS STATE OF CALIFORNIA

In the Matter of the Accusation Against:

STRBAAK AIR SYSTEMS INC., HEZEKIAH KAREEM GRAY, RMO

850 South Van Ness Ave., Ste 6 San Francisco, CA 94110 Contractor's License No. 976603, B, C-20,

And,

FREEWAY MECHANICAL, HEZEKIAH KAREEM GRAY, SOLE OWNER P.O. Box 4954 Oakland, CA 94605 Contractor's License 979656, B, C-20,

Respondents,

FREEWAY MECHANICAL, HEZEKIAH KAREEM GRAY, RMO 614 West Sunset Blvd. Hayward, CA 94541 Contractor's License 847932, B, C-20,

DENMULLER MECHANICAL, INC., EMMANUAL CHIWETA DENCHUKWU, RMO P.O. Box 5067 Hercules, CA 94547 Contractor's License No. 910979, C-20

And,

Q4 MECHANICAL CORPORATION, EMMANUAL CHIWETA DENCHUKWU, RMO/CEO/PRES.

850 south Van Ness Avenue, Ste. 24 San Francisco, CA 94110 **Contractor's License NO. 1006003, C-20,**

Affiliated Licensees.

CASE NO. N2014-298

ORDER TO ADOPT STIPULATED SETTLEMENT

The attached Stipulated Settlement is hereby adopted by the Registrar of Contractors as her Decision in the above-entitled matter. The failure to comply with any of the terms and conditions as set forth in the provisions of probation will be deemed a violation of probation.

IT IS FURTHER ORDERED that **STRBAAK AIR SYSTEMS INC.**, License Number **976603**, on the effective date of this Decision shall have on file a Disciplinary Bond or post a cash deposit in the amount of \$15,000.00, for a period of not less than <u>three</u> years pursuant to Section 7071.8 of the Business and Professions Code. Any suspension for failing to post a disciplinary bond or a cash deposit, or any suspension for any other reason, shall not relieve the Respondent from complying with the terms and conditions of probation. Furthermore, suspension of the license during the period of probation, for any reason under this chapter, will cause the probationary period to be automatically extended in time equal to the length of time that the license is not in a clear and active status.

IT IS FURTHER ORDERED that **FREEWAY MECHANICAL**, License Number **979656**, on the effective date of this Decision shall have on file a Disciplinary Bond or post a cash deposit in the amount of \$15,000.00, for a period of not less than <u>three</u> years pursuant to Section 7071.8 of the Business and Professions Code. Any suspension for failing to post a disciplinary bond or a cash deposit, or any suspension for any other reason, shall not relieve the Respondent from complying with the terms and conditions of probation. Furthermore, suspension of the license during the period of probation, for any reason under this chapter, will cause the probationary period to be automatically extended in time equal to the length of time that the license is not in a clear and active status.

IT IS FURTHER ORDERED that **Q4 MECHANICAL CORPORATION**, License Number **1006003**, on the effective date of this Decision shall have on file a Disciplinary Bond or post a cash deposit in the amount of \$<u>15,000.00</u>, for a period of not less than <u>three</u> years pursuant to Section 7071.8 of the Business and Professions Code. Any suspension for failing to post a disciplinary bond or a cash deposit, or any suspension for any other reason, shall not relieve the Respondent from complying with the terms and conditions of probation. Furthermore, suspension of the license during the period of probation, for any reason under this chapter, will cause the probationary period to be automatically extended in time equal to the length of time that the license is not in a clear and active status.

IT IS FURTHER ORDERED that pursuant to Section 7102 of the Business and Professions Code and Section 870 of Title 16 of the California Code of Regulations, respondent **FREEWAY MECHANICAL**, LICENSE NUMBER **847932**, shall not apply for reissuance or reinstatement of said license for <u>one</u> year(s) from the effective date of this decision.

IT IS FURTHER ORDERED that pursuant to Section 7102 of the Business and Professions Code and Section 870 of Title 16 of the California Code of Regulations, respondent **DENMULLER MECHANICAL**, LICENSE NUMBER 910979, shall not apply for reissuance or reinstatement of said license for <u>one</u> year(s) from the effective date of this decision. IT IS THE responsibility of the respondents, named in this Order, to read and follow the Order. The deadlines for meeting the terms and conditions are based upon the EFFECTIVE DATE of this Decision. No notices or reminders will be sent as to compliance with the terms and conditions. Proof of payments of restitution and payments for the Cost of Investigation and Enforcement if ordered, are to be sent to CSLB, Sacramento Case Management, Post Office Box 26888, Sacramento, CA 95826.

This Decision shall become effective on November 9, 2016.

IT IS SO ORDERED October 5, 2016.

Cindi A. Christenson Registrar of Contractors

1	KAMALA D. HARRIS		
2	Attorney General of California JOSHUA A. ROOM	· · · · · · · · · · · · · · · · · · ·	
3	Supervising Deputy Attorney General BRETT A. KINGSBURY		
4	Deputy Attorney General State Bar No. 243744		
5	455 Golden Gate Avenue, Suite 11000 San Francisco, CA 94102-7004		
6	Telephone: (415) 703-1192 Facsimile: (415) 703-5480		
7	Attorneys for Complainant		
8		RE THE CONTRACTORS	
9	REGISTRAR OF CONTRACTORS CONTRACTORS' STATE LICENSE BOARD DEPARTMENT OF CONSUMER AFFAIRS		
10		CALIFORNIA	
11	In the Matter of the Accusation Against:	Case No. N2014-298	
12	STRBAAK AIR SYSTEMS INC.,	STIPULATED SETTLEMENT AND	
13	HEZEKIAH KAREEM GRAY, RMO 850 South Van Ness Ave., Ste 6	DISCIPLINARY ORDER	
14	San Francisco, CA 94110 Contractor's License No. 976603, B, C-20,		
15	and,		
16	FREEWAY MECHANICAL, HEZEKIAH		
17	KAREEM GRAY, SOLE OWNER P.O. Box 4954		
18	Oakland, CA 94605 Contractor's License 979656, B, C-20,		
19	Respondents,		
20	FREEWAY MECHANICAL, HEZEKIAH		
21	KAREEM GRAY, RMO 614 West Sunset Blvd.		
22	Hayward, CA 94541 Contractor's License 847932, B, C-20,		
23	DENMULLER MECHANICAL, INC., EMMANUEL CHIWETA DENCHUKWU,		
24	RMO P.O. Box 5067		
25	Hercules, CA 94547 Contractor's License No. 910979, C-20,		
26	Contractor 5 Electric 130, 2102/2, C-20,		
27	and,		
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		STIPULATED SETTLEMENT (N2014-298)	

1 2	Q4 MECHANICAL CORPORATION, EMMANUEL CHIWETA DENCHUKWU, RMO/CEO/PRES.			
3	850 South Van Ness Avenue, Ste. 24 San Francisco, CA 94110			
4	Contractor's License No. 1006003, C-20,			
5	Affiliated Licensees.			
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8	IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-			
9	entitled proceedings that the following matters are true:			
10	PARTIES			
11	1. Wood Robinson (Complainant) is the Enforcement Supervisor I of the Contractors'			
12	State License Board. He brought this action solely in his official capacity and is represented in			
13	this matter by Kamala D. Harris, Attorney General of the State of California, by Brett A.			
14	Kingsbury, Deputy Attorney General.			
15	2. On or about September 13, 2012, the Registrar of Contractors issued Contractor's			
16	License Number 976603, B, C-20, to Strbaak Air Systems, Inc., Hezekiah Kareem Gray, RMO			
17	(Respondent Strbaak). The Contractor's License will expire on September 30, 2016, unless			
18	renewed.			
19	3. On or about December 19, 2012, the Registrar of Contractors issued Contractor's			
20	License Number 979656, B, C-20, to Freeway Mechanical, Hezekiah Kareem Gray, Sole Owner			
21	(Respondent New Freeway). The Contractor's License will expire on December 31, 2016, unless			
22	renewed.			
23	4. On or about October 7, 2004, the Registrar of Contractors issued Contractor's License			
24	Number 847932, B, C-20, to Freeway Mechanical, Hezekiah Kareem Gray, Sole Owner. The			
25	Contractor's License was reassigned to a corporation, with Hezekiah Kareem Gray as RMO, on			
26	December 20, 2010. Licensee Number 847932, B, C-20 is hereinafter referred to as Affiliated			
27	Old Freeway. The Contractor's License was cancelled on November 5, 2012.			
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1	5. On or about February 20, 2008, the Registrar of Contractors issued Contractor's			
2	License Number 910979, C-20, to Denmuller Mechanical Inc., Emmanuel Chiweta Denchukwu,			
3	RMO (Affiliated Denmuller). The license was cancelled on February 6, 2010.			
4	6. On or about July 30, 2015, the Registrar of Contractors issued Contractor's License			
5	Number 1006003, C-20, to Q4 Mechanical Corporation, Emmanuel Chiweta Denchukwu,			
6	RMO/CEO/Pres. (Affiliated Q4). The license is in full force and effect and will expire on			
7	October 31, 2017, unless renewed.			
8	7. Respondent Strbaak, Respondent New Freeway, Affiliated Old Freeway, Affiliated			
9	Denmuller, and Affiliated Q4 are all represented in this proceeding by attorney N. Maxwell			
10	Njelita, whose address is:			
11	N. Maxwell Njelita			
12	NJELITA LAW OFFICES 436 Fourteenth Street, Suite 1107			
13	Oakland, CA 94612			
14	JURISDICTION			
15	8. Accusation No. N2014-298 was filed before the Registrar of Contractors (Registrar)			
16	for the Contractors' State License Board, Department of Consumer Affairs, and is currently			
17	pending against Respondent Strbaak, Respondent New Freeway, Affiliated Old Freeway,			
18	Affiliated Denmuller, and Affiliated Q4. The Accusation and all other statutorily required			
19	documents were properly served on March 14, 2016. Respondent Strbaak, Respondent New			
20	Freeway, Affiliated Old Freeway, Affiliated Denmuller, and Affiliated Q4 timely filed their			
21	Notice of Defense contesting the Accusation.			
22	9. A copy of Accusation No. N2014-298 is attached as exhibit A and incorporated			
23	herein by reference.			
24	ADVISEMENT AND WAIVERS			
25	10. Respondent Strbaak, Respondent New Freeway, Affiliated Old Freeway, Affiliated			
26	Denmuller, and Affiliated Q4 have carefully read, fully discussed with counsel, and understand			
27	the charges and allegations in Accusation No. N2014-298. Respondent Strbaak, Respondent New			
28	Freeway, Affiliated Old Freeway, Affiliated Denmuller, and Affiliated Q4 have also carefully			
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STIPULATED SETTLEMENT (N2014-298)

read, fully discussed with counsel, and understand the effects of this Stipulated Settlement and
 Disciplinary Order.

11. Respondent Strbaak, Respondent New Freeway, Affiliated Old Freeway, Affiliated 3 Denmuller, and Affiliated Q4 are fully aware of their legal rights in this matter, including the 4 right to a hearing on the charges and allegations in the Accusation; the right to confront and cross-5 examine the witnesses against them; the right to present evidence and to testify on their own 6 behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the 7 production of documents; the right to reconsideration and court review of an adverse decision; 8 and all other rights accorded by the California Administrative Procedure Act and other applicable 9 laws. 10

Respondent Strbaak, Respondent New Freeway, Affiliated Old Freeway, Affiliated
 Denmuller, and Affiliated Q4 voluntarily, knowingly, and intelligently waive and give up each
 and every right set forth above.

<u>CULPABILITY</u>

Respondent Strbaak, Respondent New Freeway, Affiliated Old Freeway, Affiliated
 Denmuller, and Affiliated Q4 understand and agree that the charges and allegations in
 Accusation No. N2014-298, if proven at a hearing, constitute cause for imposing discipline upon
 their Contractor's Licenses.

19 14. For the purpose of resolving the Accusation without the expense and uncertainty of
 further proceedings, Respondent Strbaak, Respondent New Freeway, Affiliated Old Freeway,
 Affiliated Denmuller, and Affiliated Q4 agree that, at a hearing, Complainant could establish a
 factual basis for the charges in the Accusation, and Respondent Strbaak, Respondent New
 Freeway, Affiliated Old Freeway, Affiliated Denmuller, and Affiliated Denmuller, and Hearing, Complainant could establish a
 factual basis for the charges in the Accusation, and Respondent Strbaak, Respondent New
 Freeway, Affiliated Old Freeway, Affiliated Denmuller, and Affiliated Q4 hereby give up their
 right to contest those charges.

15. Respondent Strbaak, Respondent New Freeway, Affiliated Old Freeway, Affiliated
Denmuller, and Affiliated Q4 agree that their Contractor's Licenses are subject to discipline, and
they agree to be bound by the Registrar's Disciplinary Order set forth below.

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RESERVATION

16. Any admissions made herein are only for the purposes of this proceeding, or any other proceedings in which the Registrar or other professional licensing agency is involved, and shall not be admissible in any other criminal or civil proceeding.

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CONTINGENCY

This stipulation shall be subject to approval by the Registrar or the Registrar's 17. 6 designee. Respondent Strbaak, Respondent New Freeway, Affiliated Old Freeway, Affiliated 7 Denmuller, and Affiliated Q4 understand and agree that counsel for Complainant and the staff of 8 the Contractors' State License Board may communicate directly with the Registrar regarding this 9 stipulation and settlement, without notice to or participation by Respondent Strbaak, Respondent 10 New Freeway, Affiliated Old Freeway, Affiliated Denmuller, or Affiliated Q4 or their counsel. 11 By signing the stipulation, Respondent Strbaak, Respondent New Freeway, Affiliated Old 12 Freeway, Affiliated Denmuller, and Affiliated Q4 understand and agree that they may not 13 withdraw their agreement or seek to rescind the stipulation prior to the time the Registrar 14 considers and acts upon it. If the Registrar fails to adopt this stipulation as its Decision and 15 Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for 16 this paragraph, it shall be inadmissible in any legal action between the parties, and the Registrar 17 shall not be disqualified from further action by having considered this matter. 18

18. The parties understand and agree that Portable Document Format (PDF) and facsimile
copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile
signatures thereto, shall have the same force and effect as the originals.

19. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
integrated writing representing the complete, final, and exclusive embodiment of their agreement.
It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
writing executed by an authorized representative of each of the parties.

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20. In consideration of the foregoing admissions and stipulations, the parties agree that the Registrar may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

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DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Contractor's License Number 847932, B, C-20, issued to
Freeway Mechanical, Hezekiah Kareem Gray, RMO (Affiliated Old Freeway), and Contractor's
License Number 910979, C-20, issued to Denmuller Mechanical Inc., Emmanuel Chiweta
Denchukwu, RMO (Affiliated Denmuller), are revoked.

9 1. Affiliated Old Freeway and Affiliated Denmuller shall pay the Registrar its costs of
investigation and enforcement in the amount of \$7,366.00 prior to the issuance of a new or
reinstated license. This cost reimbursement amount shall be owed jointly and severally by all five
of the licensees that are subject to this Disciplinary Order (Respondent Strbaak, Respondent New
Freeway, Affiliated Old Freeway, Affiliated Denmuller, and Affiliated Q4). Once paid in full by
any of these five licensees, it will no longer be owed by any of them.

Affiliated Old Freeway and Affiliated Denmuller fully understand and agree that the 2, 15 Registrar shall further require as a condition precedent to the restoration of a Contractor's License 16 to Affiliated Old Freeway or Affiliated Denmuller that whichever of them seeks restoration shall 17 file or have on file a disciplinary contractor's bond in a sum to be fixed by the Registrar based 18 upon the seriousness of the violation, but which sum shall not be less than fifteen thousand dollars 19 (\$15,000) nor more than 10 times that amount required by Business and Professions Code section 207071.6. The disciplinary bond is in addition to, may not be combined with, and does not replace 21 any other type of contractor's bond. The disciplinary bond shall remain on file with the Registrar 22 for a period of at least two years and for such additional time as the Registrar may determine, as 23 required under Business and Professions Code section 7071.8. 24

3. The parties agree to recommend to the Registrar that Affiliated Old Freeway and
Affiliated Denmuller, pursuant to Business and Professions Code section 7102, not be allowed to
reinstate their licenses, or apply for another license, for a period of three (3) years from the
effective date of the decision.

IT IS FURTHER ORDERED that Contractor's License Number 976603, B, C-20, issued to
 Strbaak Air Systems, Inc., Hezekiah Kareem Gray, RMO (Respondent Strbaak); Contractor's
 License Number 979656, B, C-20, issued to Freeway Mechanical, Hezekiah Kareem Gray, Sole
 Owner (Respondent New Freeway); and Contractor's License Number 1006003, C-20, issued to
 Q4 Mechanical Corporation, Emmanuel Chiweta Denchukwu, RMO/CEO/Pres. (Affiliated Q4),
 are revoked. However, each revocation is stayed, and each of these three licensees are
 independently placed on probation for three (3) years on the following terms and conditions.

8 1. Obey All Laws. The licensee shall comply with all federal, state and local laws,
9 including all building laws and uniform codes, governing the activities of a licensed contractor in
10 California.

Interviews With Enforcement Representative. The licensee and any of the
 licensee's personnel of record shall appear in person for interviews with the Registrar or designee
 upon request and reasonable notice during the probationary period.

14 3. Completion Of Probation. Upon successful completion of probation, the licensee's
15 Contractor's License will be fully restored.

Violation Of Probation. If the licensee violates probation or any condition of 4. 16 probation in any respect, the Registrar, after giving notice and opportunity to be heard, may 17 revoke probation and impose the disciplinary order that is stayed. If an accusation or petition to 18 revoke probation is filed against the licensee during the probationary period, then the Registrar 19 shall have continuing jurisdiction of this matter until the subsequent matter is final, and the period 20 of probation and all the conditions of probation in this matter shall be extended until the 21 subsequent matter is final. If there is an order to make restitution or pay cost recovery and the 22 licensee fails to comply with the restitution or cost recovery order and make a payment, the 23 Registrar may immediately lift the stay and re-impose the disciplinary order without giving the 24 25 licensee an opportunity to be heard.

Disciplinary Bond. Not later than the effective date of the decision, the licensee
shall file or have on file a disciplinary contractor's bond in a sum to be fixed by the Registrar
based upon the seriousness of the violation, but which sum shall not be less than fifteen thousand

dollars (\$15,000) nor more than 10 times that amount required by Business and Professions Code
section 7071.6. The disciplinary bond is in addition to, may not be combined with, and does not
replace any other type of contractor's bond. The disciplinary bond shall remain on file with the
Registrar for a period of at least two years and for such additional time as the Registrar may
determine, as required by Business and Professions Code section 7071.8.

6 6. Respond to Inquiry from Probation Monitor. The licensee shall respond in
7 writing within 20 calendar days of any written inquiry or demand from the Registrar or authorized
8 designee (Probation Monitor) during the probation period. Failure to respond within the allotted
9 timeframe shall be considered a violation of the terms of probation.

Law and Business Examination. Hezekiah Kareem Gray shall take and pass within
 ninety (90) days of the effective date of this decision the Contractors' State License Board's law
 and business examination. Mr. Gray has the burden of applying for, scheduling, and making
 arrangements to take the exam. This condition of probation is inapplicable to Affiliated Q4.

8. Cost Recovery. The licensee shall pay to the Registrar pursuant to Business and
Professions Code section 125.3 the costs of investigation and enforcement in this matter in the
amount of \$7,366.00. Payments are due no later than the following payment schedule: Payment
shall be made in 29 equal monthly installments of \$254.00, commencing 30 days after the
effective date of this decision.

The total amount of cost recovery awarded in this action is \$7,366.00. This amount is joint
and severable as between Respondent Strbaak, Respondent New Freeway, Affiliated Q4,
Affiliated Denmuller, and Affiliated Old Freeway.

STIPULATED SETTLEMENT (N2014-298)

ACCEPTANCE 1 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully 2 discussed it with my attorney, N. Maxwell Njelita. I understand the stipulation and the effect it 3 will have on my Contractor's License. I enter into this Stipulated Settlement and Disciplinary 4 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order 5 of the Registrar of Contractors, Contractors' State License-Board, 6 7 DATED: 8 HEZEKIAH KAREÉM GRAY, RMO 9 STRBAAK AIR SYSTEMS, INC. Respondent Strbaak 10 License No. 976603, B, C-20 11 12 ACCEPTANCE 13 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully 14 discussed it with my attorney, N. Maxwell Njelita. I understand the stipulation and the effect it 15 will have on my Contractor's License. I enter into this Stipulated Settlement and Disciplinary 16 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order 17 of the Registrar of Contractors, Contractors' State License Board. 18 19 DATED: HE AREEM-GRA Y. SOLÉ OWNER ΗK 20 FREEWAY MECHANICAL Respondent New Freeway 21License No. 979656, B, C-20 22 23 111 24 111 25 26 111 2728 9 STIPULATED SETTLEMENT (N2014-298)

1	ACCEPTANCE
2	I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
3	discussed it with my attorney, N. Maxwell Njelita. I understand the stipulation and the effect it
 will have on my Contractor's License. I enter into this Stipulated Settlement and Discipling Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision a 	
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8	DATED: 8/1/16
9	HEZEKIAH-KAREEM GRAY, RMO FREEWAY MECHANICAL
10	Affiliated Old Freeway License No. 847932, B, C-20
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12	ACCEPTANCE
13	I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
14	discussed it with my attorney, N. Maxwell Njelita. I understand the stipulation and the effect it
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16 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decisio	
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19	DATED: 8/1/16 EMMANUEL CHIWETA DENCHUKWU, RMO
20	DENMULLER MECHANICAL, INC. Affiliated Denmuller
21	License No. 910979, C-20
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	STIPULATED SETTLEMENT (N2014-298)

1 **ACCEPTANCE** I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully 2 discussed it with my attorney, N. Maxwell Njelita. I understand the stipulation and the effect it 3 will have on my Contractor's License. I enter into this Stipulated Settlement and Disciplinary 4 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order 5 of the Registrar of Contractors, Contractors' State License Board. 6 7 DATED: 8 CHIWETA DENCHUKWU, 9 RMO/CEO/PRES. **Q4 MECHANICAL CORPORATION** 10 Affiliated Q4 License No. 1006003, C-20 11 12 I have read and fully discussed with Respondent Strbaak, Respondent New Freeway, 13 Affiliated Old Freeway, Affiliated Denmuller, and Affiliated Q4 the terms and conditions and 14 other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its 15 form and content. 16 17 DATED: 18 MAXWELL NJELITA Attorney for Respondent Strbaak, Respondent New 19 Freeway, Affiliated Old Freeway, Affiliated Denmuller, and Affiliated Q4 20 111 2122 111 2324 111 2526111 2728 11 STIPULATED SETTLEMENT (N2014-298)

1	ENDORSEMENT		
2	The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully		
3	submitted for consideration by the Registrar of Contractors, Contractors' State License Board.		
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5	Dated: 8/23/16.	Respectfully submitted,	
6		KAMALA D. HARRIS Attorney General of California Joshua A. ROOM	
7		Supervising Deputy Attorney General	
8		But	
9		BRETT A. KINGSBURY	
10		Deputy Attorney General Attorneys for Complainant	
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		STIPULATED SETTLEMENT (N2014-298)	