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

In the Matter of the Accusation Against:

FREEDOM FOREVER LLC GREG RUSSELL ALBRIGHT, RMO 43445 Business Park Dr., Suite 2 Temecula, CA 92590 CASE NO. N2022-286

## ORDER TO ADOPT STIPULATED SETTLEMENT

Contractor's License No. 1029644

Respondents.

The attached Stipulated Settlement is hereby adopted by the Registrar of Contractors as his 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 **FREEDOM FOREVER LLC**, License Number **1029644**, on the effective date of this Decision shall have on file a Disciplinary Bond or post a cash deposit in the amount of \$<u>100,000.00</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 respondent shall pay the investigative costs in the amount of **\$ 29,747.81**. Monthly payments are to be made in the amount of **\$ 1,025.79**, until completed. Payments are to be made at the end of each month, commencing the first full month after 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 October 4, 2024.

IT IS SO ORDERED September 4, 2024.

11 Th David Fogt

David Fogt Registrar of Contractors

1	Rob Bonta		
2	Attorney General of California ANDREW M. STEINHEIMER		
3	Supervising Deputy Attorney General BRENT O. JEX		
4	Deputy Attorney General State Bar No. 235261		
5	1300 I Street, Suite 125 P.O. Box 944255		
6	Sacramento, CA 94244-2550 Telephone: (916) 210-7864		
7	Facsimile: (916) 327-8643 Attorneys for Complainant		
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9	BEFORE THE REGISTRAR OF CONTRACTORS		
10	CONTRACTORS STATE LICENSE BOARD DEPARTMENT OF CONSUMER AFFAIRS		
11	STATE OF CALIFORNIA		
12			
13	In the Matter of the Assuration Assists	Case No. N2022-286	
14	In the Matter of the Accusation Against: FREEDOM FOREVER LLC	Case no. N2022-280	
15	GREG RUSSELL ALBRIGHT, RMO		
16	43445 Business Park Dr., Suite 2 Temecula, CA 92590	STIPULATED SETTLEMENT AND DISCIPLINARY ORDER	
17	Contractor's License No. 1029644		
18	Respondents.		
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20	IT IS HEREBY STIPULATED AND AGR	EED by and between the parties to the above-	
21	entitled proceedings that the following matters are	true:	
22	PARTIES		
23	1. Brian Melvin (Complainant) is the Su	pervising Special Investigator I of the	
24	Contractors State License Board (Board). He brought this action solely in his official capacity		
25	and is represented in this matter by Rob Bonta, Attorney General of the State of California, by		
26	Brent O. Jex, Deputy Attorney General.		
27	2. Respondents Freedom Forever LLC (Respondent Freedom LLC) and its responsible		
28	managing officer (Respondent Albright) are represented in this proceeding by attorney Bruce D.		
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		STIPULATED SETTLEMENT (N2022-286)	

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1	Rudman, whose address is Abdulaziz, Grossbart & Rudman, 6454 Coldwater Canyon Avenue,	
2	North Hollywood, CA 91606.	
3	3. On or about August 2, 2017, the Registrar of Contractors (Registrar) issued	
4	Contractors License Number 1029644, classifications B (general building contractor), C-10	
5	(electrical), C-46 (solar) and C-39 (roofing) to Respondent Freedom LLC, with Respondent	
6	Albright as its responsible managing officer (RMO). The Contractors License was in full force	
7	and effect at all times relevant to the charges brought in First Amended Accusation No. N2022-	
8	286 and will expire on August 31, 2025, unless renewed.	
9	JURISDICTION	
10	4. First Amended Accusation No. N2022-286 was filed before the Registrar, and is	
11	currently pending against Respondents. The First Amended Accusation and all other statutorily	
12	required documents were properly served on Respondents, and Respondents timely filed their	
13	Notice of Defense contesting the First Amended Accusation.	
14	5. A copy of First Amended Accusation No. N2022-286 is attached as exhibit A and	
15	incorporated herein by reference.	
16	ADVISEMENT AND WAIVERS	
17	6. Respondents have carefully read, fully discussed with counsel, and understand the	
18	charges and allegations in First Amended Accusation No. N2022-286. Respondents have also	
19	carefully read, fully discussed with counsel, and understand the effects of this Stipulated	
20	Settlement and Disciplinary Order.	
21	7. Respondents are fully aware of their legal rights in this matter, including the right to a	
22	hearing on the charges and allegations in the First Amended Accusation; the right to confront and	
23	cross-examine the witnesses against them; the right to present evidence and to testify on their own	
24	behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the	
25	production of documents; the right to reconsideration and court review of an adverse decision;	
26	and all other rights accorded by the California Administrative Procedure Act and other applicable	
27	laws.	
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8. Respondents voluntarily, knowingly, and intelligently waive and give up each and 1 every right set forth above. 2 **CULPABILITY** 3 9. 4 Respondents understand and agree that the charges and allegations in First Amended Accusation No. N2022-286, if proven at a hearing, constitute cause for imposing discipline upon 5 Contractor's License Number 1029644. 6 10. For the purpose of resolving the First Amended Accusation without the expense and 7 uncertainty of further proceedings, Respondents agree that, at a hearing, Complainant could 8 9 establish a factual basis for the charges in the First Amended Accusation, and that Respondents hereby give up their right to contest those charges. 10 11 11. Respondents agree that Contractor's License Number 1029644 is subject to discipline and they agree to be bound by the Registrar's probationary terms as set forth in the Disciplinary 12 Order below, 13 14 **RESERVATIONS** 12. Any admissions construed or made by Respondents herein are only for the purposes 15 of this proceeding, or any other proceedings in which the Registrar of Contractors, Contractors 16 17 State License Board, is involved, and shall not be admissible in any other criminal or civil proceeding. 18 19 **CONTINGENCY** 13. This stipulation shall be subject to approval by the Registrar or the Registrar's 20designee. Respondents understand and agree that counsel for Complainant and the staff of the 21 Contractors State License Board may communicate directly with the Registrar regarding this 22 23 stipulation and settlement, without notice to or participation by Respondents or their counsel. By 24 signing the stipulation, Respondents understand and agree that they may not withdraw their 25 agreement or seek to rescind the stipulation prior to the time the Registrar considers and acts upon it. If the Registrar fails to adopt this stipulation as its Decision and Order, the Stipulated 26 Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall 2728

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be inadmissible in any legal action between the parties, and the Registrar shall not be disqualified from further action by having considered this matter.

14. 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.

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15. 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.

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

## **DISCIPLINARY ORDER**

IT IS HEREBY ORDERED that Contractor's License No. 1029644 issued to Respondent
Freedom Forever LLC; Greg Russell Albright, RMO; is revoked. However, the revocation is
stayed and Respondent Freedom LLC is placed on probation for three (3) years on the following
terms and conditions.

Obey All Laws. Respondent Freedom LLC shall comply with all federal, state and
 local laws governing the activities of a licensed contractor in California.

22 2. Interviews With Special Investigator. Respondent Freedom LLC and any of
23 Respondent Freedom LLC's personnel of record shall appear in person for interviews with the
24 Regional Deputy or designee upon request and reasonable notice.

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

4. Violation Of Probation. If Respondent Freedom LLC violates probation, including
but not limited to failing to comply with any order for restitution, the Registrar may revoke

probation and impose the disciplinary order that was stayed.

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5. Cost Recovery. Respondent Freedom LLC 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 \$29,747.81. Payments shall be made in twenty-nine (29) equal monthly
installments beginning thirty (30) days of the effective date of the Decision and Order, until paid
in full. Payments shall be in the form of a cashier's check or money order, and shall be sent to the
Contractors State License Board Case Management Probation Monitor at P.O. Box 26888,
Sacramento, CA 95826-0088.

6. Restitution. Respondent Freedom LLC shall pay restitution to homeowner J.F. in the 9 amount of \$9,777.63 within thirty (30) days of the effective date of the Decision and Order. 10 Respondent Freedom LLC shall send said payment directly to J.F. Respondent Freedom LLC 11 shall also file proof of said payment with the Contractors State License Board, Case Management 12 13 Probation Monitor, at P.O. Box 26888, Sacramento, CA 95826-0088. Failure to submit proof of payment of restitution to homeowner J.F. shall automatically terminate the stay of the order of 14 revocation and Respondent Freedom LLC's license shall be revoked effective thirty (30) days 15 from the due date of the delinquent payment without further notice or hearing. 16

7. **Disciplinary Bond.** Not later than the effective date of the decision, Respondent 17 Freedom LLC shall file or have on file a disciplinary contractor's bond in a sum to be fixed by the 18 19 registrar based upon the seriousness of the violation, but which sum shall not be less than twentyfive thousand dollars (\$25,000), nor more than 10 times that amount required by Business and 20 Professions Code section 7071.6. The disciplinary bond is in addition to, may not be combined 21 with, and does not replace any other type of contractors bond. The disciplinary bond shall remain 22 on file with the Registrar for a period of at least two years and for such additional time as the 23 Registrar may determine, as required under Business and Professions Code section 7071.8. 24

8. Prompt Response. Respondent Freedom LLC shall respond in writing within 20
 calendar days of any written request from the Registrar or authorized designee (Probation
 Monitor) during the probation period. Failure to respond within the allotted timeframe shall be
 considered a violation of the terms of probation.

9. Active License. Respondent Freedom LLC shall maintain the disciplined license in 1 an active and clear status for the duration of the probation period or probation shall be tolled. 2 10. Production of Documents. Respondent Freedom LLC shall submit copies of 3 4 documents directly related to construction operations to the Registrar or designee upon demand 5 during the probationary period. 11. No New Applications. While Respondent Freedom LLC's license is on probation, 6 no CSLB application for culpable personnel will be processed for a new or reissued license. 7 Respondent Freedom LLC shall retain the ability to replace its Responsible Managing Officer 8 (RMO). 9 12. Construction Contracts. Respondent Freedom LLC shall submit copies of 10 construction contracts to the Registrar upon demand during the probation period. 11 13. Solar Complaint Resolution Program. While Contractor's License No. 1029644 is 12 on probation, Respondent Freedom LLC agrees to the implementation of a solar complaint 13 14 resolution program with the Registrar, whereby Respondent Freedom LLC agrees that it will resolve all unresolved complaints filed with the Registrar by, or on behalf of, a California 15 consumer ("Complaining Consumer") consistent with the procedures set forth below. 16 17 a. Earliest Resolution Possible. Respondent Freedom LLC shall use its best efforts to resolve all complaints by a Complaining Consumer with the goal of eliminating or otherwise 18 19 minimizing the number of complaints filed with the Registrar. If the Registrar does receive a complaint, Respondent Freedom LLC will also use its best efforts to resolve all complaints by a 20Complaining Consumer that are handled by a consumer services representative ("CSR") at the 21 CSLB's Intake and Mediation Center. 22 23 b. Unresolved Complaints. Within ten (10) days of the Effective Date of the Decision and Order, the Registrar shall provide Respondent Freedom LLC with a list or 24 spreadsheet containing all of the currently unresolved consumer complaints regarding Respondent 25Freedom LLC that has been received by the Registrar, including the complaint number, name and 26 contact information for each Complaining Consumer. The Registrar estimates there will be 27

28 approximately 45 unresolved consumer complaints provided to Respondent Freedom LLC

1	("Existing Complaints"). Additionally, while Contractor's License No. 1029644 is on	
2	probation, Respondent Freedom LLC will continue to receive the complaint number, name and	
3	contact information for each Complaining Consumer, for all additional complaints received by	
4	the Registrar concerning Respondent Freedom LLC ("Additional Complaints"). This	
5	information may be provided to Respondent Freedom LLC by CSLB's Intake and Mediation	
6	Center. The Existing Complaints and Additional Complaints are referred to collectively as	
7	"Unresolved Complaints."	
8	c. Criteria for Resolving Unresolved Complaints. An Unresolved Complaint will	
9	become a "Resolved Complaint," solely for purposes of this Stipulation, once all of the	
10	following conditions are met:	
11	i. Any solar power generating system installed by Respondent Freedom LLC	
12	is fully operational;	
13	ii. Any solar power generating system installed by Respondent Freedom LLC	
14	complies with all California and local building codes;	
15	iii. Any required building permit for the solar power generating system has	
16	been obtained from the local municipality;	
17	iv. The Complaining Consumer has received permission-to-operate ("PTO")	
18	from their local electricity provider;	
19	v. Any problems with the Complaining Consumer's roof and/or existing	
20	electrical system, which were caused or exacerbated by Respondent Freedom LLC's installation	
21	of a solar power generating system, have been corrected; and	
22	vi. Respondent Freedom LLC has provided confirmation to the Registrar in a	
23	document either signed or drafted by the Complaining Consumer, that conditions (i) through (v)	
24	above have been met.	
25	d. Time for Resolving Unresolved Complaints. Respondent Freedom LLC shall	
26	resolve all Existing Complaints such that they become Resolved Complaints within one hundred	
27	and twenty (120) days of the Effective Date of the Decision and Order. Respondent Freedom	
28	LLC shall resolve all Additional Complaints such that they become Resolved Complaints within	
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sixty (60) days of the date the Registrar provides a copy of the Additional Complaint to 1 Respondent Freedom LLC. The Registrar may, in his sole discretion, extend any and all 2 3 deadlines for resolving Unresolved Complaints. If Respondent Freedom LLC is unable to timely 4 resolve any Unresolved Complaint due to delays outside of Respondent Freedom LLC's control, Respondent Freedom LLC can submit proof of any such delay outside of their control to the 5 Registrar, and an extension of Respondent Freedom LLC's deadline will be granted, when 6 justified. Failure to resolve Unresolved Complaints within these timelines shall constitute a 7 violation of probation. 8

e. Designated Point-of-Contact. Respondent Freedom LLC shall designate one or 9 more persons who shall be their designated point-of-contact ("POC") with the Registrar 10 regarding this Solar Complaint Resolution Program, and Respondent Freedom LLC shall provide 11 the Registrar with the full name, job title, phone number, and email address of the POC. The 12 13 POC shall endeavor to facilitate communication and resolution of Unresolved Complaints. Respondent Freedom LLC shall notify the Registrar within 10 days of any change in the person 14 designated to be Respondent Freedom LLC's POC. 15

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f. **Reservation of Enforcement Action for Additional Complaints.** This Stipulated Settlement and Disciplinary Order shall operate as the Registrar's disciplinary action 17 18 against Respondent Freedom LLC as to all Existing Complaints, and, with the exception of a 19 petition to revoke probation for failing to comply with this agreement or to resolve Existing Complaints, no new or additional enforcement actions by the Registrar shall be brought regarding 20any Existing Complaint. For Additional Complaints, Respondent Freedom LLC's efforts to 21 resolve Additional Complaints as Resolved Complaints shall not bar the Registrar from either 22 23 issuing a citation to Respondent Freedom LLC, or filing an Accusation against Contractor's 24 License No. 1029644, regarding the subject of any Additional Complaints.

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1	ACCEPTANCE	
2	I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully	
3	discussed it with my attorney, Bruce D. Rudman, Esq. I understand the stipulation and the effect	
4	it will have on my Contractor's License. I enter into this Stipulated Settlement and Disciplinary	
5	Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order	
6	of the Registrar of Contractors, Contractors State License Board.	
7	Signed by:	
8	DATED: 08/09/2024   8:54 PM PDT Grug albright	
9	GREG RUSSELL ALBRIGHT, individually and as Responsible Managing Officer for FREEDOM	
10	FOREVER LLC Respondents	
11	<i>Losponwonub</i>	
12	I have read and fully discussed with Respondents Freedom Forever LLC and Greg Russell	
13	Albright the terms and conditions and other matters contained in the above Stipulated Settlement	
14	and Disciplinary Order. I approve its form and content.	
15		
16	DATED: 08/09/2024   9:10 PM PDT Bruce Rudman	
17	BRUCE® MAN, ESQ. Attorney for Respondents	
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