ATTACHMENT D

SETTLEMENT AGREEMENT

In order to avoid the costs and risks of further litigation and to expeditiously resolve this matter, the Safety and Enforcement Division of the California Public Utilities Commission (SED), and Dial World Communications, LLC and its predecessors, successors, affiliates, and assigns (Dial World) hereby agree upon the following terms for the settlement (Settlement) of SED's Protest of Dial World's Application A.13-09-018 (Application) for a Certificate of Public Convenience and Necessity (CPCN) as a telephone corporation, pursuant to provisions of Public Utilities Code Section 1001.

I. JOINT FACTUAL STATEMENT

1. On February 12, 2013 SED issued a Data Request to a platform provider requesting information on its customers. The platform provider's response revealed that Dial World was one of its customers. SED then attempted to verify Dial World's authority to provide telephone service, which led to the discovery that Dial World was an unlicensed carrier. SED then referred the matter to the Commission's Communication Division (CD).

2. On May 31, 2013 CD sent a letter to Dial World advising that the Commission had received information that Dial World was offering its services as a prepaid debit card provider to California consumers without proper authority. The letter advised that CD was providing Dial World 45 days from the date of the letter to correct its unlicensed status. On August 23, 2013 CD issued a Final Notice to Dial World concerning its unlicensed status and the need to apply for a CPCN. CD's letter to Dial World explained that, as of the date of the Final Notice, Dial World had not filed an application with the Commission and that Dial World must either apply for a CPCN or Cease and Desist operations in California. CD requested a response from Dial World no later than September 23, 2013.

3. On September 23, 2013 Dial World filed A.13-09-018 seeking authority to provide resold interexchange services in California. Dial World is a Delaware company seeking to operate as a switchless reseller providing voice and data telecommunication services including the services of prepaid debit cards to consumers in California.

4. In its Application, Dial World states that "[n]either applicant, any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of applicant, or anyone acting in a management capacity for applicant:...(a) held one of these positions with a company that filed for bankruptcy;..." SED Staff discovered that Dial World owner and President, Leonard Bittner, held positions of Director and Senior Vice President at Advantage Communications Group, Inc. which filed for bankruptcy. Dial World did not disclose this fact in its Application.

5. After reviewing Dial World's Application, SED filed a protest on November 12, 2013 alleging violations of Public Utilities (PU) Code Sections 405, 885, 886, 1001, and 1013.

6. Dial World has never been sanctioned by the Commission. Dial World has shown willingness to resolve the regulatory issues raised by SED Staff. Staff found no complaints filed with the Federal Communications Commission (FCC), Better Business Bureau (BBB), Rip-off report.com, and the Commission's Consumer Affairs Branch (CAB).

II. AGREEMENT

6. Acknowledgement. Dial World acknowledges that Public Utilities Code Section 885 requires prepaid calling card companies to comply with the Commission registration requirements, and that Dial World failed to obtain the required authority prior to its prepaid calling cards being used by consumers in California. Dial World states that it will fully meet its

regulatory and legal obligations and its responsibilities to its customers and members of the public in California in the future.

7. Penalty Payment. In order to resolve the legal issues raised by SED in its Protest, Dial World will pay $25,000 to the State of California General Fund no later than 30 calendar days after the date the Commission issues a decision approval approving this Agreement, and $2,500 per month for 16 months thereafter, to the State of California General Fund, for a total of $65,000. The first monthly installment payment is due 30 days after the initial $25,000 payment and each subsequent payment shall be made at 30 day intervals. The memo area of the checks shall indicate the Decision number approving this settlement, and shall include the words "for remittance to the State General Fund." The checks shall be made payable to the California Public Utilities Commission (CPUC) and sent to the following address: CPUC Fiscal Office, 505 Van Ness Avenue, San Francisco, CA 94102.

IV. GENERAL PROVISIONS

8. Scope and Effect of Agreement. This Agreement represents a full and final resolution of SED's Protest, and the matters giving rise thereto. The parties understand that this Settlement Agreement is subject to approval by the Commission. As soon as practicable after the Parties have signed the Settlement Agreement, a Motion for Commission Approval and Adoption of the Settlement Agreement will be filed. The Parties agree to support the Settlement Agreement, recommend that the Commission approve it in its entirety without change and use their best efforts to secure Commission approval of it in its entirety without modification. The Parties agree that, if the Commission fails to adopt the Settlement Agreement in its entirety without material change, the Parties shall convene a settlement conference within 15 days thereof to discuss whether they can resolve any issues raised by the Commission's actions. If the Parties

cannot mutually agree to resolve the issues raised by the Commission's actions, the Settlement Agreement shall be rescinded and the Parties shall be released from their obligation to support this Settlement Agreement. Thereafter, the Parties may pursue any action they deem appropriate, but agree to cooperate to establish a procedural schedule for the remainder of the proceeding.

9. Successors. This Agreement and all covenants set forth herein shall be binding upon and shall inure to the benefit of the respective Parties hereto, their successors, heirs, assigns, partners, representatives, executors, administrators, subsidiary companies, divisions, units, agents, attorneys, officers, and directors.

10. Knowing and Voluntary Execution. The Parties acknowledge each has read this Agreement, that each fully understands the rights, duties and privileges created hereunder, and that each enters this Agreement freely and voluntarily.

11. Authority to Execute Agreement. The undersigned acknowledge and covenant that they have been duly authorized to execute this Agreement on behalf of their respective principals and that such execution is made within the course and scope of their respective agency or employment.

12. Entire Agreement. The Parties expressly acknowledge that the consideration recited in this Agreement is the sole and only consideration of this Agreement, and that no representations, promises, or inducements have been made by the Parties or any director, officer, employee, or agent thereof other than as set forth expressly in this Agreement.

13. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and the rules, regulations and General Orders of the California Public Utilities Commission.

14. Execution in Counterparts. This Agreement may be executed by any of the Parties in counterparts with the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement. A signature transmitted by facsimile shall be regarded as an original signature.

DIAL WORLD COMMUNICATIONS, LLC

Dated: 5/8/2014

Raymond Valme
Chief Executive Officer
Dial World Communications, LLC
19109 SW 80th Court
Miami, FL 33157

SAFETY AND ENFORCEMENT DIVISION

Dated: 5/6/14

Denise Tyrrell
Interim Director
Safety and Enforcement Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Dated: 5/6/14

Travis T. Foss
Staff Counsel
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102