

Decision _____

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of Application of EZETOP for a Certificate of Public Convenience and Necessity Pursuant to the Provisions of Public Utility Code Section 1001 as prepaid calling card company to provide services within the State of California.

Application 15-04-011
(Filed April 14, 2015)

**DECISION GRANTING APPLICATION OF EZETOP FOR A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TO PROVIDE PREPAID CALLING SERVICES****Summary**

Pursuant to Public Utilities Code § 1001, we grant the application of EZETOP a certificate of public convenience and necessity for authority to provide prepaid calling service in California subject to the terms and conditions set forth in this order. We also adopt and approve the Settlement Agreement as set forth in Attachment D, as discussed below. EZETOP's principal place of business is 2nd Floor, Brooklawn House, Shelbourne Road, Dublin Ireland 4. As of January 8, 2015, EZETOP is also registered in the State of California as a foreign LLC.¹ This proceeding is closed.

¹ In addition, EZETOP is incorporated and registered with Companies Registration Office in Ireland as of June 23, 2006 and the FCC granted EZETOP an international telecommunications certificate in the name of EZETOP, Ltd. Effective April 19, 2010.

1. Jurisdiction

EZETOP provides telecommunications services and is thereby a telephone corporation and public utility subject to our jurisdiction. Public Utilities (Pub. Util.) Code § 216(a) defines the term “public utility” to include a “telephone corporation,” which in turn is defined in Pub. Util. Code § 234(a) as “every corporation or person owning, controlling, operating, or managing any telephone line for compensation within this state.”

2. Background

On April 14, 2015, EZETOP filed its application with the Commission seeking authority to provide prepaid calling services in California.² Notice of the application appeared on the Commission’s Daily Calendar on April, 17, 2015. Pursuant to Rule 7.1, in Resolution ALJ 176-3356, dated May 7, 2015, the Commission preliminarily categorized EZETOP’s application as ratesetting and determined that no hearings were necessary.³

The Commission’s Safety and Enforcement Division (SED) filed a protest to EZETOP’s application on May 18, 2015. In its protest, SED alleged that EZETOP violated Pub. Util. Code §§ 405, 885, 886, 1001, and 1013. On May 27, 2015, EZETOP filed a response to SED’s protest.

² EZETOP previously submitted its CPCN Application on February 10, 2015, which was rejected by the Commission’s Docket Office for technical reasons. EZETOP submitted a revised filing on March 10, 2015. The revised filing was also rejected for technical reasons. On April 14, 2015, EZETOP resubmitted the revised application, which was accepted by the Docket Office.

³ Unless otherwise noted, items labeled “Rule” refer to the Commission’s Rules of Practice and Procedure.

On June 3, 2015, the Assigned Administrative Law Judge (ALJ) issued a ruling requiring EZETOP to file additional information to process the application. On July 23, 2015, a Prehearing Conference (PHC) was held. At that time the parties informed the ALJ that they had reached a settlement in principle and were working on the terms of the proposed settlement.

3. Settlement Agreement

On September 24, 2015, EZETOP and SED (Joint Sponsors) filed a joint motion for approval of the Settlement Agreement. Based on discovery obtained by SED in its investigation and voluntary disclosures by EZETOP, the Joint Sponsors agreed to a set of facts as the basis for entering into the Settlement Agreement attached as Attachment D of this decision.

In July 2014, SED issued a Data Request to a platform provider, Auris, requesting information on its customers. The response revealed EZETOP as one of its customers. Through its investigation SED determined that Auris supported EZETOP in the development of the "Universal PIN" Top Up hard card which is distributed nationwide, and is used to financially "top up" mobile phone customers' existing accounts with various wireless carriers. Initially SED believed that the Top Up hard card was a telephone service, which resulted in the discovery that EZETOP was not a licensed carrier and did not have authority to operate in California. SED then referred the matter to the Commission's Communications Division.

On September 23, 2014, the Communications Division sent a letter to EZETOP advising EZETOP that it appeared to be operating in California without authority. EZETOP was advised that within 30 days it must correct its unlicensed status or must cease offering services in California. On October 15, 2014, EZETOP responded to the letter indicating that purchasers of

its services may or may not be located in California. However, EZETOP stated it would move forward with the application process to obtain a certificate of public convenience and necessity (CPCN).

EZETOP failed to comply with the Communications Division's instructions to either apply for a CPCN within 30 days or to cease and desist operating in California. EZETOP maintains it did not intentionally delay submitting its CPCN application, but rather, it discovered it was not yet registered with the Secretary of State and needed to complete this task first prior to filing its application for a CPCN. EZETOP contends that due to the holiday period, it was unable to complete its registration with the Secretary of State until January 8, 2015.

EZETOP's then authorized representative completed a draft CPCN application, but did not file it because audited financials were not yet available. On January 30, 2015, SED issued a Cease and Desist Letter to EZETOP reminding EZETOP that it was previously notified of the requirements to file for a CPCN or to stop providing services in California. EZETOP was directed to file a response to the Cease and Desist Letter by February 13, 2015.

On February 10, 2015, EZETOP filed its CPCN Application with the Commission's Docket Office. As noted above, the Application was rejected twice by the Commission's Docket Office.

On April 27, 2015, SED sent a data request to EZETOP, which EZETOP responded to on May 8, 2015. EZETOP stated that it offers an International Long Distance (ILD) product which can be purchased online (i.e. credit purchased online for use against calls) and that prepaid cards are not available for sale. The ILD product, which is a different product from EZETOP's "top up" service, is managed and administered by Auris. Auris provides EZETOP's operational

platform, including operators and technical support. EZETOP contends that its ILD product became available for purchase online in November 2013.⁴

EZETOP acknowledges that it has not remitted any public purpose program surcharges or Commission User Fees since it began offering its products and services to California consumers.⁵

On May 27, 2015, in response to SED's protest, EZETOP explained that it offers two services to customers. The first service is the ILD service, which is a cardless pre-paid service, where EZETOP sells online international pre-paid calling service. EZETOP provides a California access number for purchasing this service and this is the service that EZETOP seeks a CPCN for.

The second service permits persons who already have existing mobile phone accounts with established wireless providers and wireless resellers to add value to their existing accounts, with the use of a PIN. EZETOP does not set rates for the wireless service and does not have a contract or ability to deliver the wireless service. Per the Settlement Agreement, EZETOP and SED agree that the second service is not a telecommunication service.

To the extent that regulatory surcharges, taxes and fees are owed to any governmental entities on calls placed using the funds in the customer's account with the wireless carrier, those surcharges, taxes and fees are solely the responsibility of the wireless carrier. EZETOP does not have, nor can it have access to wireless carrier records that would enable it to calculate surcharges,

⁴ Customers are able to purchase credit online up to a maximum of \$100. California customers are able to purchase the ILD product online at www.ezetop.com and www.ding.com.

⁵ Companies that offer prepaid products and services for making long-distance calls are not subject to public purpose program surcharges.

taxes and fees for its top up service. EZETOP does not establish a customer's relationship with the customer's wireless carrier, and has no involvement in the customer's relationship with the wireless carrier other than topping up the customer's existing account. EZETOP also advised SED that its ILD product cannot be used to complete intrastate or interstate calls in the United States; this product permits international calling only.

The Settlement Agreement resolves all issues in SED's protest and investigation. EZETOP acknowledges that Pub. Util. Code § 1013 requires a provider of calling card services to comply with the Commission registration requirements, and that EZETOP did not obtain Commission authority prior to offering its services in California. In the Settlement Agreement EZETOP 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 as a non-dominant interexchange carrier (NDIEC) registered with the Commission.

In recognition of EZETOP's failure to obtain approval from the Commission prior to offering prepaid cardless ILD service within California, the Settlement Agreement calls for EZETOP to pay penalties to the State of California General Fund in the amount of \$25,000 within 30 days of the issuance of this decision.

The Joint Sponsors also agree that EZETOP shall pay retroactive surcharges and user fees in the amount of \$300 plus a \$75 penalty within 30 days from the date of the Commission's approval of this Settlement Agreement.⁶

⁶ In determining the amount of past due user fees, SED consulted the Commission's Fiscal Office to ensure that EZETOP remitted the correct past due user fees.

The Joint Sponsors believe that the Settlement Agreement reasonably addresses the issue of EZETOP's failure to obtain approval from the Commission prior to offering prepaid cardless ILD service in California.

As discussed below, since the Settlement Agreement reasonably resolves all disputed issues, no hearings are necessary in this proceeding.

4. Discussion

In evaluating a settlement, we are guided by Rule 12.1(d). We have historically favored settlements as a means of resolving contested issues where the settlement is in the public interest, reasonable in light of the record, and consistent with the law. The Settlement Agreement, attached to this decision as Attachment D satisfies these criteria. Accordingly, we adopt the Settlement Agreement, as the basis for granting EZETOP a CPCN to provide prepaid cardless ILD service in California. Approval of EZETOP's application is conditioned on its compliance with the terms of the Settlement Agreement. Granting this application will benefit the public interest by expanding the availability of telecommunications services within the state.

Approving the Settlement Agreement is consistent with our policy supporting resolution of disputed matters through settlement, and avoids the time, expense, and uncertainty of evidentiary hearings and further litigation. The benefit of approving this settlement, including EZETOP's payment of penalties to the General Fund and retroactive user fees plus a penalty, offers a reasonable resolution in comparison to continued litigation and the associated costs.

The Settlement provides a clear and succinct description of the facts at issue in this application. As a sponsor of the Settlement, EZETOP acknowledges that it failed to obtain authority from the Commission prior to offering prepaid

cardless ILD services in California. EZETOP acknowledges that this was inappropriate and confirmed that it will fully meet its regulatory and legal obligations and its responsibilities to customers and members of the public in California in the future.

EZETOP will be held responsible for owed user fees of \$300 plus a \$75 penalty. The Joint Sponsors acknowledge that user fees are paid annually to the Commission and are based on the Commission-established rate in effect at the time. Currently, and during the period in question, the annual user fee was and is set at 0.18 percent of gross intrastate revenue, or a minimum of \$100, whichever is greater.

In light of the fact that EZETOP sought Commission authority to operate in California when it properly filed its application on April 14, 2015, and given the fact that EZETOP affirms 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, we agree that approving this Settlement Agreement far outweighs the cost of litigating the remaining issue in dispute.

The Settlement Agreement does not contravene any statutory provisions or prior Commission decisions, and it provides sufficient information for the Commission to discharge future regulatory obligations with respect to the parties and their interests and obligations. The Settlement Agreement does not constitute a precedent regarding any principle or issue in this proceeding or any future proceeding.

Approving the Settlement Agreement holds EZETOP accountable for the consequences of its prior violations of Commission rules by assessing penalty payments. In assessing the reasonableness of the \$25,000 penalty payments required by the Settlement, we look to the criteria in Decision (D.) 98-12-075,

Attachment B, which provided guidance in similar cases. We consider: 1) the severity of the economic or physical harm resulting from the violation; 2) the utility's conduct to prevent, detect, disclose, and rectify the violation; 3) the utility's financial resources; 4) the public interest involved; 5) the totality of the circumstances; and 6) Commission precedents.

Based on these criteria, Commission precedent, and a review of the Applicant's finances, we conclude that the \$25,000 penalty is reasonable. It represents a significant penalty, but would not impact EZETOP's ability to continue providing service to its customer base. We thus find the Settlement Agreement is in the public interest, reasonable in light of the record as a whole, and consistent with law.

The California Pub. Util. Code and General Order (GO) 153 mandates the collection of fees and surcharges from utilities under Commission Jurisdiction.⁷ Since EZETOP offers prepaid products and services for making long-distance calls it is not subject to public purpose program surcharges. However, EZETOP is responsible for retroactive user fees. EZETOP owes past user fees in the amount of \$300, plus a penalty of \$75. The total amount due for past user fees plus penalty is \$375.

5. Financial Qualifications

To be granted a CPCN, an applicant for authority to provide resold interexchange services must demonstrate that it has a minimum of \$25,000 cash or cash equivalent to meet the firm's start-up expenses.⁸ An applicant must also

⁷ See Pub. Util. Code § 431 and GO 153.

⁸ The financial requirement for Competitive Local Exchange Carriers is contained in D.95-12-056, Appendix C. The financial requirement for Non-Dominant Interexchange Carriers (NDIEC) is contained in D.91-10-041.

demonstrate that it has sufficient additional resources to cover all deposits required by local exchange carriers and/or interexchange carriers in order to provide the proposed service.⁹

As part of its application EZETOP filed under seal an independent auditor's report¹⁰ dated October 21, 2014 and an audited balance sheet for 2013. Additionally, in response to a ruling issued on May 13, 2015 by the Administrative Law Judge (ALJ) EZETOP submitted under seal its consolidated balance sheet for 2014 and profit and loss statement from January 1, 2015 through April 30, 2015.

Pursuant to Rule 11.4 of the Commission's Rules of Practice and Procedure, EZETOP filed motions on April 14, 2015 and June 12, 2015, for leave to file the independent auditor's report, 2013 audited balance sheet, 2014 consolidated balance sheet and profit and loss statements from January 1, 2015 through April 30, 2015 as confidential materials under seal. EZETOP represents that the information is sensitive, and disclosure could place EZETOP at an unfair business disadvantage. We have granted similar requests in the past and do so here.

Since EZETOP has provided documentation that it possesses resources that are reasonably liquid and available, it has demonstrated it has sufficient funds to meet its start-up expenses and has fulfilled the financial qualifications requirement.

⁹ The requirement for Competitive Local Carrier applicants to demonstrate that they have additional financial resources to meet any deposits required by underlying Local Exchange Carriers and/or Interexchange Carriers (IECs) is set forth in D.95-12-056, Appendix C. For NDIECs, the requirement is found in D.93-05-010.

¹⁰ The independent auditor's report was performed by KPMG.

As required by D.13-05-035 EZETOP is required to maintain a continuous performance bond in the amount of \$25,000, issued by a corporate surety company authorized to transact surety business in California.¹¹ EZETOP will need to comply with this requirement and submit proof that it maintains a continuous performance bond in the amount of \$25,000.

6. California Environmental Quality Act (CEQA)

Pursuant to CEQA and Rule 2.4 of the Commission's Rules of Practice and Procedure, the Commission examines projects subject to our discretionary approval to determine any potential environmental impacts in order to ensure that adverse effects are avoided and environmental quality is restored or enhanced to the fullest extent possible under CEQA.

In its Application EZETOP asserts that it will not be engaged in construction or extension of any facilities and that it will only be reselling prepaid phone cards. Since EZETOP will only be reselling prepaid phone cards, we find that there is no possibility that granting this application will have an adverse impact upon the environment.

Granting this application does not preclude EZETOP from filing a separate application at a later date to pursue a facilities-based CPCN. Before it can begin to construct facilities EZETOP must file for additional CPCN authority, and submit to any necessary CEQA review. EZETOP must not begin construction of such facilities until Commission approval is requested and is granted.

¹¹ See D.13-05-035, Attachment B (re: Rulemaking 11-11-006 Revising the Certification Process for Telephone Corporations and the Registration Process for Wireless Carriers).

7. Technical Qualifications

To be granted a CPCN for authority to provide telecommunication services, an applicant must make a reasonable showing of managerial and technical expertise in telecommunications or a related business.¹² EZETOP supplied biographical information on its key management in response to the ALJ's ruling issued on May 13, 2015.

In its Application, EZETOP verified that no one associated with or employed by EZETOP as an affiliate, officer, director, partner, or owner of more than 10% of EZETOP was previously associated with a telecommunications carrier that filed for bankruptcy, was sanctioned by the Federal Communications Commission or any state regulatory agency for failure to comply with any regulatory statute, rule, or order, or has been found either civilly or criminally liable by a court or appropriate jurisdiction for a violation of § 17000, et. seq. of the California Business and Professions Code, or for any actions which involved misrepresentations to consumers, nor is currently under investigation for similar violations.

In its protest, SED staff did not allege that it found any consumer complaints filed against EZETOP with the Federal Communications Commission or the Commission's Consumer Affairs Branch. Additionally, a search of the Better Business Bureau database and Ripoffreport.com did not reveal any complaints about EZETOP. Furthermore, the ALJ attempted to perform a

¹² D.95-12-056 at Appendix C, Rule 4.A.

background check on the top level executives of EZETOP and ran a business report on EZETOP itself.¹³

For the above reasons, we find that EZETOP is in compliance with the requirements of D.95-12-056.

8. Tariffs

EZETOP does not provide basic local, access or special access services. Based on the limited forms of service that EZETOP is authorized to offer pursuant to the CPCN granted herein, EZETOP is not required to file tariffs as a condition of offering telecommunications services as proposed in its application.

9. Map of Service Territory

With its Application, EZETOP submitted Exhibit 3, which is a map of its proposed service territory.

10. Expected Customer Base

EZETOP provided its estimated customer base for the first and fifth years of operation in its application. EZETOP expects to have approximately 530 customers at the end of its first year of operation and approximately 2,120 customers at the end of its fifth year of operation. Therefore, EZETOP has complied with this requirement.

¹³ The top level executives are nationals of the Republic of Ireland and therefore do not have a Social Security number. Accordingly, the background checks were performed using their names and the name of the company. The background checks and company report revealed no information on either the top level executives or EZETOP.

11. Safety Considerations

With the adoption of the *Safety Policy Statement of the California Public Utilities Commission* on July 10, 2014, the Commission has, among other things, heightened its focus on the potential safety implications of every proceeding. We have considered the potential safety implications here. We feel satisfied that EZETOP will meet the Commission's minimum safety goals and expectations of telephone corporations because: (1) EZETOP has taken steps to meet the financial requirements as set forth in this decision for a facilities-based an interexchange carrier and (2) EZETOP is a public utility that is required pursuant to Pub. Util. Code § 451 to "... furnish and maintain such adequate, efficient, just and reasonable service, instrumentalities, equipment, and facilities, including telephone facilities ... as are necessary to promote the safety, health, comfort, and convenience of its patrons, employees, and the public."

12. Conclusion

As a result of the above considerations, we conclude that the application, as modified by the terms and conditions in the Settlement Agreement, warrants approval. We find the Settlement Agreement complies with Rule 12.1 and is: (1) in the public interest; (2) reasonable in light of the record; and (3) consistent with the law. The record of this proceeding consists principally of the Application, the Protest of SED, and the Joint Motion to approve the Settlement Agreement. We find that a record based on these filed materials is adequate to enable us to determine that the settlement meets our standards for approval of settlements. Therefore the Settlement Agreement is approved.

The CPCN granted by this decision provides benefits to EZETOP and corresponding obligations. EZETOP receives authority to operate in the prescribed service territory, it can request interconnection with other

telecommunications carriers in accordance with § 251 of the Federal Communications Act (47 U.S. C. 251) and if applicable, it receives access to public rights of way in California as set forth in D.98-10-058 subject to the CEQA requirements set forth in this decision. EZETOP is obligated to comply with all provisions of the Public Utilities Code and Commission Rules, General Orders, and decisions applicable to telecommunications carriers providing approved services. The applicable Codes, Rules, etc. include, but are not limited to, consumer protection rules, tariffing, and reporting requirements. If applicable, EZETOP is obligated to pay all Commission prescribed user fees and public purpose program surcharges as set forth in the Attachment B of this decision, and to adhere to Pub. Util. Code § 451 which states that every public utility "...shall furnish and maintain such adequate, efficient, just, and reasonable service, instrumentalities, equipment, and facilities, including telephone facilities, as defined in Section 54.1 of the Civil Code, as are necessary to promote the safety, health, comfort, and convenience of its patrons, employees, and the public."

13. Request to File Under Seal

Pursuant to Rule 11.4 of the Commission's Rules of Practice and Procedure, EZETOP filed motions on April 14, 2015 and June 12, 2015, for leave to file the independent auditor's report, 2013 audited balance sheet, 2014 consolidated balance sheet and profit and loss statements from January 1, 2015 through April 30, 2015 as confidential materials under seal. EZETOP represents that the information is sensitive, and disclosure could place EZETOP at an unfair business disadvantage. We have granted similar requests in the past and do so here.

14. Categorization and Need for Hearing

In Resolution ALJ 176-3356 dated May 7, 2015, the Commission preliminary categorized this application as ratesetting, and preliminary determined that hearings were not necessary. On May 18, 2015, SED filed a protest to the application. EZETOP and SED resolved all issues raised in the SED protest and on September 24, 2015, the parties filed a joint motion for adoption of their settlement agreement. No other protests have been received. There is no apparent reason why the application should not be granted. Given these developments, a public hearing is not necessary, and it is not necessary to disturb the preliminary determinations.

15. Waiver of Comment Period

This is now an uncontested matter in which the decision grants the relief requested. Accordingly, pursuant to § 311(g)(2) of the Pub. Util. Code and Rule 14.6(c)(2), the otherwise 30-day period for public review and comment is waived.

16. Assignment of Proceeding

Liane Randolph is the assigned Commissioner and Gerald F. Kelly is the assigned ALJ in this proceeding.

Findings of Fact

1. Notice of Application 15-04-011 appeared on the Daily Calendar on April 17, 2015.
2. EZETOP is a telephone corporation and public utility as defined in Pub. Util. Code §§ 234(a) and 216(a).
3. EZETOP and the SED, the only parties in this proceeding, negotiated and reached settlement of contested issues. A Joint Motion for approval of a Settlement Agreement was filed on September 24, 2015.

4. The Settlement Agreement between EZETOP and SED complies with Rule 12.1 and is: (1) reasonable in light of the record; (2) consistent with the law; and (3) in the public interest. The Settlement Agreement conveys sufficient information to permit the Commission to discharge its future regulatory obligations with respect to the parties and their interests.

5. Approving the Application and the Settlement Agreement is the relief requested by the parties and this relief is not opposed by any party in this proceeding.

6. The Commission is the Lead Agency for purposes of this application under CEQA.

7. Since EZETOP does not intend to construct any facilities, granting the application will not have an adverse impact upon the environment.

8. EZETOP has a minimum of \$25,000 of cash or cash equivalent that is reasonably liquid and readily available to meet its start-up expenses.

9. No one associated with or employed by EZETOP as an affiliate, officer, director, partner, or owner of more than 10% of EZETOP was: previously associated with a telecommunications carrier that filed for bankruptcy; was sanctioned by the Federal Communications Commission or any state regulatory agency for failure to comply with any regulatory statute, rule, or order; or was previously associated with any telecommunication carrier that has been found either civilly or criminally liable by a court of appropriate jurisdiction for a violation of § 17000, et seq. of the California Business and Professions Code, or for any actions which involved misrepresentations to consumers, nor is currently under investigation for similar violations.

10. EZETOP's management possesses sufficient experience, knowledge, and technical expertise to provide telecommunications services to the public.

11. EZETOP provided in its Application a map showing its proposed service territory.

12. EZETOP provided an estimate of its customer base for the first and fifth year of operation.

13. EZETOP owes \$300 plus a \$75 penalty for past due user fees to the Commission.

14. Pursuant to Rule 11.4, EZETOP filed two motions for leave to file confidential materials under seal.

Conclusions of Law

1. EZETOP should be granted a CPCN to provide resold interexchange telecommunications service in California, subject to the terms and conditions of the Settlement Agreement set forth in Attachment D.

2. EZETOP is required to obtain a continuous performance bond in the amount of \$25,000 pursuant to D.13-05-035.

3. Nothing in the Settlement Agreement contravenes any statute or Commission decision or rule.

4. The benefits to the public of the Settlement Agreement outweigh the benefits of continued litigation.

5. With the filing of the Settlement Agreement, this proceeding is an uncontested matter. In approving the Settlement Agreement, this decision grants the relief requested.

6. The penalty level of the Settlement Agreement is reasonable given the totality of the circumstances.

7. The Settlement Agreement should be approved.

8. EZETOP should be required to pay past due user fees.

9. Hearings are not necessary in this proceeding.

10. EZETOP should be subject to the applicable Commission rules, decisions, General Orders, and statutes that pertain to California public utilities.

11. EZETOP's April 14, 2015 motion to file under seal the independent auditor's report dated October 21, 2014 and the 2013 audited balance sheet should be granted for a period of three years.

12. EZETOP's June 12, 2015 motion to file under seal the 2014 consolidated balance sheet and profit and loss statements from January 1, 2015 through April 30, 2015 should be granted for a period of three years.

O R D E R

IT IS ORDERED that:

1. A certificate of public convenience and necessity is granted to EZETOP, to provide resold interexchange telecommunications services in California, subject to the terms and conditions of this decision.

2. The September 24, 2015 Joint Motion by EZETOP and the Commission's Safety and Enforcement Division, for Commission Adoption of Settlement pursuant to Article 12.1 of the Commission's Rules of Practice and Procedure is granted and the Settlement Agreement, Attachment D to this decision, is approved.

3. Pursuant to the terms of the Settlement Agreement, as set forth in Attachment D, EZETOP shall make a payment of \$25,000 within 30 days of the issuance of this decision. Payment shall be made by check or money order payable to the California Public Utilities Commission and mailed or delivered to the Commission's Fiscal Office at 505 Van Ness Avenue, San Francisco, CA 94102. EZETOP shall write on the face of the check or money order "For deposit to the General Fund per **Decision 16-XX-XXX**."

4. EZETOP shall pay past due user fees in the amount of \$300 plus \$75 penalty for a total of \$375 within 30 days of the issuance of this decision. Payment shall be made payable to the California Public Utilities Commission and mailed or delivered to the Commission's Fiscal Office at 505 Van Ness Avenue, Room 3000, San Francisco, CA 94102. The check or money order shall include the statement "EZETOP's user fee with penalty - For deposit to the Commission program budgets per **Decision 16-XX-XXX.**"

5. The corporate identification number assigned to EZETOP (U7293C), must be included in the caption of all original filings with this Commission, and in the titles of other pleadings filed in existing cases.

6. The license granted and the authority to render service under the rates, charges, and rules authorized will expire if not exercised within 12 months after the effective date of this order.

7. EZETOP must obtain a performance bond of at least \$25,000 in accordance with Decision 13-05-035. The performance bond must be a continuous bond (i.e., there is no termination date on the bond) issued by a corporate surety company authorized to transact surety business in California, and the Commission must be listed as the obligee on the bond. Within five days of acceptance of its certificate of public convenience and necessity authority, EZETOP must submit a Tier-1 advice letter to the Director of the Communications Division, containing a copy of the license holder's executed bond, and submit a Tier-1 advice letter annually, but not later than March 31, with a copy of the executed bond.

8. EZETOP must not allow its performance bond to lapse during any period of its operation. Pursuant to Decision 13-05-035, the Commission may revoke a certificate of public convenience and necessity if a carrier is more than 120 days

late in providing the Director of the Communications Division a copy of its executed performance bond and the carrier has not been granted an extension of time by the Communications Division.

9. In addition to all the requirements applicable to carriers included in this decision, EZETOP is subject to the Consumer Protection Rules contained in General Order (GO) 168, and all applicable Commission rules, decisions, GOs, and statutes that pertain to California public utilities.

10. EZETOP must file, in this docket, a written acceptance of the certificate granted in this proceeding within 30 days of the effective date of this order.

11. EZETOP must annually pay the user fee and public purpose surcharges specified in Attachment B. Per the instructions in Exhibit E to Decision 00-10-028, the Combined California Public Utilities Commission Telephone Surcharge Transmittal Form must be submitted even if the amount due is \$0. Applicant must pay a minimum user fee of \$100 or 0.18% of gross intrastate revenue, whichever is greater. Under Public Utilities Code § 405, carriers that are in default of reporting and submitting user fees for a period of 30 days or more will be subject to penalties including suspension or revocation of their authority to operate in California.

12. Prior to initiating service, EZETOP must provide the Commission's Consumer Affairs Branch with the name and address of its designated contact person(s) for purposes of resolving consumer complaints. This information must be updated if the name or telephone number changes, or at least annually.

13. Prior to initiating service, EZETOP must provide the Commission's Communications Division with the name and address of its designated regulatory/official contact persons(s). This information must be provided electronically, using the "Regulatory/Official Contact Information Update

Request” found at <http://www.cpuc.ca.gov/communications>. This information must be updated if the name or telephone number changes, or at least annually.

14. EZETOP must notify the Director of the Communications Division in writing of the date that interexchange service is first rendered to the public pursuant to the authority granted herein, no later than five days after service first begins.

15. EZETOP must file an affiliate transaction report with the Director of the Communications Division, in compliance with Decision 93-02-019, on a calendar-year basis using the form contained in Attachment C.

16. EZETOP must file an annual report with the Director of the Communications Division, in compliance with General Order 104-A, on a calendar-year basis with the information contained in Attachment B to this decision.

17. The April 14, 2015 and June 12, 2015 motions of EZETOP to file under seal the independent auditor’s report dated October 21, 2014, 2013 audited balance sheet, 2014 consolidated balance sheet and profit and loss statements from January 1, 2015 through April 30, 2015 are granted for a period of three years after the date of this order. During this three-year period, the information in the independent auditor’s report dated October 21, 2014, 2013 audited balance sheet, 2014 consolidated balance sheet and profit and loss statements from January 1, 2015 through April 30, 2015 shall not be publicly disclosed except on further Commission order or Administrative Law Judge ruling. If EZETOP believes that it is necessary for this information to remain under seal for longer than three years, EZETOP may file a new motion showing good cause for extending this order by no later than 30 days before expiration of this order.

18. Application 15-04-011 is closed.

This order is effective today.

Dated _____, at San Francisco, California.

ATTACHMENT A

ATTACHMENT A

REQUIREMENTS APPLICABLE TO INTEREXCHANGE CARRIERS

1. Applicant must file, in this docket with reference to this decision number,¹ a written acceptance of the certificate granted in this proceeding within 30 days of the effective date of this order.

2. Applicant is subject to the following fees and surcharges that must be regularly remitted. Per the instructions in Exhibit E to Decision (D.) 00-10-028, the Combined California PUC Telephone Surcharge Transmittal Form must be submitted even if the amount due is \$0.

- a. The Universal Lifeline Telephone Service Trust Administrative Committee Fund (Pub. Util. Code § 879);
- b. The California Relay Service and Communications Devices Fund (Pub. Util. Code § 2881; D.98-12-073);
- c. The California High Cost Fund-A (Pub. Util. Code § 739.3; D.96-10-066, at 3-4, App. B, Rule 1.C);
- d. The California High Cost Fund-B (D.96-10-066, at 191, App. B, Rule 6.F.; D.07-12-054);
- e. The California Advanced Services Fund (D.07-12-054);
- f. The California Teleconnect Fund (D.96-10-066, at 88, App. B, Rule 8.G).
- g. The User Fee provided in Pub. Util. Code §§ 431-435. The minimum annual User Fee is \$100, as set forth in D.13-05-035.

¹ Written acceptance filed in this docket does not reopen the proceeding.

Note: These fees change periodically. In compliance with Resolution T-16901, December 2, 2004, Applicant must check the joint tariff for surcharges and fees filed by Pacific Bell Telephone Company (dba AT&T California) and apply the current surcharge and fee amounts in that joint tariff on end-user bills until further revised. Current and historical surcharge rates can be found at

<http://www.cpuc.ca.gov/General.aspx?id=1124>.

- Carriers must report and remit CPUC telephone program surcharges online using the CPUC Telecommunications and User Fees Filing System (TUFFS). Information and instructions for online reporting and payment of surcharges are available at <http://www.cpuc.ca.gov/General.aspx?id=1010>. To request a user ID and password for TUFFS online filing and for questions, please e-mail Telco_surcharges@cpuc.ca.gov.
- Carriers must file and pay the PUC User Fee (see above item 2g) upon receiving the User Fee statement sent by the Commission. User Fees cannot be reported or paid online. Please call (415) 703-2470 for questions regarding User Fee reporting and payment.

3. Applicant is a non-dominant interexchange carrier (NDIEC). The effectiveness of its future NDIEC tariffs is subject to the requirement of General Order 96-B and the Telecommunications Industry Rules (D.07-09-019).

4. Tariff filings must reflect all fees and surcharges to which Applicant is subject, as reflected in #2 above.

5. Applicant must file a service area map as part of its initial tariff.

6. Prior to initiating service, Applicant must provide the Commission's Consumer Affairs Branch with the name and address of its designated contact person(s) for purposes of resolving consumer complaints.

7. In addition, Applicant must provide the Commission's Communications Division with the name and address of its designated regulatory/official contact

persons(s). This information must be provided electronically, using the “Regulatory/Official Contact Information Update Request” found at <http://www.cpuc.ca.gov/communications>. This information must be updated if the name or telephone number changes, or at least annually.

8. Applicant must notify the Director of the Communications Division in writing of the date that local exchange service is first rendered to the public, no later than five days after service first begins.

9. Applicant must notify the Director of the Communications Division in writing of the date local service is first rendered to the public within five days after service begins.

10. Applicant must keep its books and records in accordance with the Generally Accepted Accounting Principles.

11. In the event Applicant’s books and records are required for inspection by the Commission or its staff, it must either produce such records at the Commission’s offices or reimburse the Commission for the reasonable costs incurred in having Commission staff travel to its office.

12. Applicant must file an annual report with the Director of the Communications Division, in compliance with GO 104-A, on a calendar-year basis with the information contained in Attachment C to this decision.

13. Applicant must file an affiliate transaction report with the Director of the Communications Division, in compliance with D.93-02-019, on a calendar-year basis using the form contained in Attachment D.

14. Applicant must ensure that its employees comply with the provisions of Pub. Util. Code § 2889.5 regarding solicitation of customers.

15. Within 60 days of the effective date of this order, Applicant must comply with Pub. Util. Code § 708, Employee Identification Cards, and notify the Director of the Communications Division in writing of its compliance.

16. If Applicant is 90 days or more late in filing an annual report, or in remitting the surcharges and fee listed in #2 above, and has not received written permission from the Communications Division to file or remit late, the Communications Division must prepare for Commission consideration a resolution that revokes Applicant's CPCN.

17. Applicant is exempt from Rule 3.1(b) of the Commission Rules of Practice and Procedure

18. Applicant is exempt from Pub. Util. Code §§ 816-830.

19. Applicant is exempt from the requirements of Pub. Util. Code § 851 for the transfer or encumbrance of property whenever such transfer or encumbrance serves to secure debt.

20. If Applicant decides to discontinue service or file for bankruptcy, it must immediately notify the Communications Division's Bankruptcy Coordinator.

21. Applicant must send a copy of this decision to concerned local permitting agencies no later than 30 days from the date of this order.

(END OF ATTACHMENT A)

ATTACHMENT B

ATTACHMENT B

ANNUAL REPORT

An original and a machine readable, copy using Microsoft Word or compatible format must be filed with the California Public Utilities Commission, State Office Building, 505 Van Ness Avenue, Room 3107, San Francisco, CA 94102-3298, no later than March 31st of the year following the calendar year for which the annual report is submitted.

Failure to file this information on time may result in a penalty as provided for in Pub. Util. Code §§ 2107 and 2108.

Required information:

1. Exact legal name and U # of the reporting utility.
2. Address.
3. Name, title, address, and telephone number of the person to be contacted concerning the reported information.
4. Name and title of the officer having custody of the general books of account and the address of the office where such books are kept.
5. Type of organization (*e.g.*, corporation, partnership, sole proprietorship, etc.).

If incorporated, specify:

- a. Date of filing articles of incorporation with the Secretary of State.
- b. State in which incorporated.
6. Number and date of the Commission decision granting the Certificate of Public Convenience and Necessity.
7. Date operations were begun.
8. Description of other business activities in which the utility is engaged.
9. List of all affiliated companies and their relationship to the utility. State if affiliate is a:
 - a. Regulated public utility.
 - b. Publicly held corporation.
10. Balance sheet as of December 31st of the year for which information is submitted.

11. Income statement for California operations for the calendar year for which information is submitted.
12. Cash Flow statement as of December 31st of the calendar year for which information is submitted, for California operations only.

For answers to any questions concerning this report, call (415) 703-2883.

(END OF ATTACHMENT B)

ATTACHMENT C

CALENDAR YEAR AFFILIATE TRANSACTION REPORT

An original and a machine readable, copy using Microsoft Word and Excel, or compatible format must be filed with the California Public Utilities Commission, State Office Building, 505 Van Ness Avenue, Room 3107, San Francisco, CA 94102-3298, no later than May 1st of the year following the calendar year for which the annual report is submitted.

1. Each utility must list and provide the following information for each affiliated entity and regulated subsidiary that the utility had during the period covered by the Annual Affiliate Transaction Report.

- Form of organization (*e.g.*, corporation, partnership, joint venture, strategic alliance, etc.);
- Brief description of business activities engaged in;
- Relationship to the utility (*e.g.*, controlling corporation, subsidiary, regulated subsidiary, affiliate);
- Ownership of the utility (including type and percent ownership)
- Voting rights held by the utility and percent; and
- Corporate officers.

2. The utility must prepare and submit a corporate organization chart showing any and all corporate relationships between the utility and its affiliated entities and regulated subsidiaries in #1 above. The chart must have the controlling corporation (if any) at the top of the chart, the utility and any subsidiaries and/or affiliates of the controlling corporation in the middle levels of the chart, and all secondary subsidiaries and affiliates (*e.g.*, a subsidiary that in turn is owned by another subsidiary and/or affiliate) in the lower levels. Any regulated subsidiary must be clearly noted.

3. For a utility that has individuals who are classified as “controlling corporations” of the competitive utility, the utility must only report under the requirements of #1 and #2 above any affiliated entity that either (a) is a public utility or (b) transacts any business with the utility filing the annual report excluding the provision of tariff services.

4. Each annual report must be signed by a corporate officer of the utility stating under penalty of perjury under the laws of the State of California (CCP 2015.5) that the annual report is complete and accurate with no material omissions.

5. Any required material that a utility is unable to provide must be reasonably described and the reasons the data cannot be obtained, as well as the efforts expended to obtain the information, must be set forth in the utility’s Annual Affiliate Transaction Report and verified in accordance with Section I-F of Decision 93-02-019.

6. Utilities that do not have affiliated entities must file, in lieu of the annual transaction report, an annual statement to the Commission stating that the utility had no affiliated entities during the report period. This statement must be signed by a corporate officer of the utility, stating under penalty of perjury under the laws of the State of California (CCP 2015.5) that the annual report is complete and accurate with no material omissions.

(END OF ATTACHMENT C)

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 EZETOP and its predecessors, successors, affiliates, and assigns (“EZETOP” or “Applicant”) hereby agree upon the following terms for the settlement of SED’s Protest of EZETOP’s Application to provide prepaid calling card services, A.15-04-011 (“Application”), pursuant to provisions of Public Utilities Code Section 1001.

I. JOINT FACTUAL STATEMENT

1. The following joint factual statement is taken from EZETOP’s application, SED staff’s investigation, SED’s Protest, EZETOP’s response to SED’s Protest, and information subsequently provided to SED by EZETOP.

2. EZETOP is an Irish Unlimited Company with its principal office located at 2nd Floor, Brooklawn House, Shelbourne Road, Dublin Ireland 4. As of January 8, 2015, EZETOP is also registered in the State of California as a foreign LLC. In addition, Applicant was incorporated and registered with Companies Registration Office in Ireland June 23, 2006. The FCC granted EZETOP an international telecommunications certificate April 19, 2010 in the name EZETOP,

Ltd. On April 14, 2015, EZETOP filed an Application for a CPCN with the Commission seeking authority to provide prepaid calling services in California.

3. Sometime in July 2014, SED issued a Data Request to a platform provider, Auris, requesting information on its customers. The platform provider's response revealed that EZETOP was one of its customers. Through its continued investigation SED found that Auris supported EZETOP in the development of the "Universal PIN" Top Up hard card which is distributed nationwide, and is used to financially "top up" mobile phone customers' existing accounts with various wireless carriers. SED initially believed that the EZETOP Top Up hard card was a telephone service, and attempted to verify the authority of EZETOP to provide telephone service in California, which led to the discovery that EZETOP was not licensed as a carrier. Following that discovery, the matter was referred to the Commission's Communications Division.

4. On September 23, 2014, the Communications Division sent a letter to EZETOP advising that the Commission had received information that EZETOP was offering its services as a prepaid wireless provider to consumers in California without proper Commission authority. The letter advised that the Communications Division was providing EZETOP with 30 days from the date of the letter (September 23, 2014) to correct its unlicensed status. Although EZETOP

is seeking to provide prepaid wireless interexchange services, the Communications Division directed EZETOP to apply for a CPCN pursuant to P.U. Code Section 1001 because EZETOP had been operating without Commission authority

5. On October 15, 2014, EZETOP responded to Communication Division's September 23rd letter concerning its unlicensed status and applying for a CPCN. EZETOP's letter explained that EZETOP is offering, as a service separate from its "top up" service, a prepaid international long distance calling service,. EZETOP maintained that the purchaser of its services may or may not be located in California. EZETOP advised that as a result it would be moving forward with the application process to obtain a CPCN to ensure that, if in fact it currently has California customers, EZETOP is fully compliant. EZETOP did not comply with Communications Division's instruction to either apply for a CPCN within 30 days from the date of Communications Division's notification or to cease and desist operating in California. EZETOP states that upon finding that it was not yet registered with the Secretary of State, it began that process through its consultant on November 10, 2014. This process was completed on January 8, 2015 due to the intervening holiday period.

6. On January 20, 2014, EZETOP's consultant completed a draft CPCN application, but did not file same because audited financials were not yet available, and the consultant understood that the Commission now required those.

7. On January 30, 2015, SED issued a Cease and Desist letter to EZETOP reminding EZETOP that it was given notice by the Communications Division to apply for a CPCN within 30 days of the date of the letter or to cease operating in California. The Cease and Desist requested a response from EZETOP by February 13, 2015 as to whether EZETOP would apply for a CPCN or would cease operating in California.

8. On February 10, 2015, EZETOP filed its CPCN Application with the CPUC's Docket Office. The Docket Office later rejected that filing for technical reasons.

9. On March 10, 2015, EZETOP submitted a revised filing to Mr. Martin Nakahara directly at his request for his review prior to formal submission. EZETOP's consultants were subsequently advised that the updated application still lacked technical requirements.

10. On April 14, 2015, EZETOP's consultant resubmitted the revised application and the Docket Office accepted it.

11. On May 8, 2015, EZETOP responded to SED's April 27, 2015 data request. EZETOP explained that it offers an International Long Distance product that can be purchased online (i.e. credit purchased online for use against calls) and that prepaid phone cards are not available for sale. The ILD product, which is a different product from EZETOP's "top up" service, is managed and administered by Auris, CIMA Group. Auris provides EZETOP with an operational platform, operators and technical support. EZETOP asserts that its ILD product became available for online purchase November 2013. California consumers are able to purchase the ILD product online at www.ezetop.com and www.ding.com. Customers are able to purchase credit online up to a maximum of \$100.

12. EZETOP acknowledges that it has not remitted any public purpose program surcharges or CPUC User Fees since it began offering its product and services to California consumers. Companies that offer prepaid products and services for making long-distance calls are not subject to public purpose program surcharges.

13. After reviewing EZETOP's Application, SED filed a protest on April 14, 2015, alleging EZETOP violated PU Code Sections 405, 885, 886 1001, and 1013.

14. On May 27, 2015, EZETOP timely filed a Response to SED's protest. In that Response, EZETOP explained that it offers two services to customers,

including those in California. The first is the ILD service, which is a cardless pre-paid service, in which EZETOP sells online international pre-paid calling service. EZETOP provides a California access number for purchasing this service. This is the service for which EZETOP seeks a CPCN from the CPUC. The other service that EZETOP provides is not a telecommunications service at all. EZETOP permits persons who already have existing mobile phone accounts with established wireless providers and wireless resellers to add value to their existing accounts, without the use of a PIN. EZETOP does not set rates for the wireless service and does not have a contract or ability to deliver the wireless service. To the extent that regulatory surcharges, taxes and fees are owed to any governmental entities on calls placed using the funds in the customer's account with the wireless carrier, those surcharges, taxes and fees are solely the responsibility of the wireless carrier. EZETOP does not have and cannot gain access to wireless carrier records that would enable it to calculate surcharges, taxes and fees for its top up service. EZETOP does not establish a customer's relationship with the customer's wireless carrier, and has no involvement in the customer's relationship with the wireless carrier other than topping up the customer's existing account.

15. EZETOP has also subsequently advised SED that its ILD product cannot be used to complete intrastate or interstate calls in the United States; that product permits international calling only.

16. Pursuant to Administrative Law Judge Kelly's June 3, 2015 ruling, SED and EZETOP met and conferred prior to the prehearing conference, reaching this settlement and resolution of all issues raised in SED's protest and investigation.

II. AGREEMENT

17. Acknowledgements. EZETOP acknowledges that Public Utilities Code section 1013 requires a prepaid calling card service provider offering services within the State of California to comply with the Commission registration requirements, and that EZETOP did not obtain Commission authority prior to offering its services in California. EZETOP 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.

18. Penalty Payments. In order to resolve the legal issues raised by SED in its Protest, EZETOP will pay a \$25,000 penalty to the State of California General Fund within 30 days of the issuance of this decision. Payment shall be made payable to the California Public Utilities Commission and mailed or delivered to the Commission's Fiscal Office at 505 Van Ness Avenue, Room 3000, San

Francisco, CA 94102. The memo section of the check or money order shall include a reference to the decision number incorporating this settlement, and shall include the words “for remittance to the State General Fund.”

19. User Fee Payments. In consultation with Fiscal Office and its guidelines, SED determined that EZETOP shall pay \$300 in owed user fees plus a \$75 penalty within 30 days of this decision. The \$375 payment should be made payable to the California Public Utilities Commission and mailed or delivered to the Commission’s Fiscal Office, Attn: User Fee Unit at 505 Van Ness Avenue, Room 3000, San Francisco, CA 94102. The check or money order shall include a reference to the decision number incorporating this settlement.

III. GENERAL PROVISIONS

20. 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 Agreement is subject to Commission approval. As soon as practicable after the Parties have signed the Agreement, a Motion for Commission Approval and Adoption of the Agreement will be filed. The Parties agree to support the 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 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 Agreement shall be rescinded and the Parties shall be released from their obligation to support this 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 and agree that neither this Agreement nor its terms shall be admissible in such proceeding unless the Parties agree.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

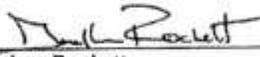
26. Execution in Counterparts. This Agreement may be executed by any of the Parties in counterparts with the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement. A signature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

27. Interpretation of The Agreement. The Parties have bargained in good faith to reach the agreement set forth herein. The Parties intend the Agreement to be interpreted as a unified, interrelated agreement. Both of the Parties have contributed to the preparation of this Agreement. Accordingly, the Parties agree that no provision of this Agreement shall be construed against either of them because a particular Party or its counsel drafted the provision.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

EZETOP.

Dated: 22nd September 2015

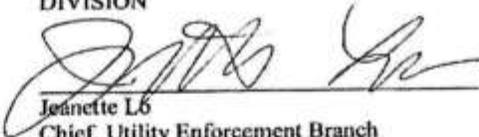

Jonathan Rockett
Head of Finance
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Ireland

Dated: 22nd September 2015


Mark Roden
Chief Executive Officer.
Brooklawn House
Ballsbridge
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Ireland

SAFETY AND ENFORCEMENT
DIVISION

Dated: 9-22-15


Jeanette L6
Chief, Utility Enforcement Branch
Safety and Enforcement Division
California Public Utilities Commission
505 Van Ness Avenue
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Dated: September 22, 2015


Allison Brown
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