BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Registration of Easton Telecom Services, L.L.C. for a certificate of public convenience and necessity to provide non-facilities based Digital Voice Fixed Interconnected VoIP services pursuant to Public Utilities Code Section 1013.	Application 25-10-022

JOINT MOTION OF THE CONSUMER PROTECTION AND ENFORCEMENT DIVISION AND EASTON TELECOM SERVICE, L.L.C. FOR APPROVAL OF SETTLEMENT AGREEMENT

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Date: July 21, 2026

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JOINT MOTION
OF THE CONSUMER PROTECTION AND ENFORCEMENT DIVISION AND EASTON TELECOM SERVICE, L.L.C. FOR APPROVAL OF SETTLEMENT AGREEMENT

Pursuant to the Rules of Practice and Procedure (the "Rules") of the California Public Utilities Commission (the "Commission"), the Consumer Protection and Enforcement Division ("CPED") and Easton Telecom Services, L.L.C. ("Easton L.L.C.") (CPED and Easton L.L.C., hereafter referred to as the "Parties") submit this joint motion requesting approval of their settlement of issues regarding the Application in the above-captioned proceeding ("Motion"). The terms of the settlement are articulated in the Settlement Agreement Between Easton Telecom Services, L.L.C. and the Consumer Protection and Enforcement Division (the "Settlement Agreement"), attached hereto as Exhibit A. Parties submit that the stipulated settlement amount is reasonable, consistent with the law, and in the public interest.[1] The Parties respectfully request that the Commission grant the Motion.

I. BACKGROUND

On October 22, 2025, Easton L.L.C. submitted Application ("A.") 25-10-022 (the "Application") to seek authority to provide non-facilities based interconnected VoIP service.[2] CPED timely submitted a protest (the "Protest") on February 11, 2026.[3] The Protest alleged that Easton L.L.C. violated Rule 1.1 of the Commission's Rules of Practice and Procedure by

[1] Commission's Rules of Practice and Procedure, Rule 12.1(d).

[2] *Section 1013 Registration of Easton Telecom Services, L.L.C. for a Certificate of Public Convenience and Necessity*, filed on October 22, 2025.

[3] *Protest of the Consumer Protection and Enforcement Division* (Feb.11, 2026).

falsely stating in the Application that: (1) Easton L.L.C., its affiliates or management, had not held a high-level position with a company that filed for bankruptcy; (2) Easton L.L.C. had not entered into any settlement agreements, made any voluntary payments, or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general; and (3) Easton L.L.C. had not been investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order. Easton L.L.C.'s misstatement of facts and its failure to disclose required information in its Application constitute a violation of Rule 1.1.

In the Application, Easton L.L.C. represented 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; (b) been personally found liable, or held one of these positions with a company that has been found liable, for fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (c) been convicted of a felony; (d) been (to his/her knowledge) the subject of a criminal referral by judge or public agency; (e) had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction; (f) personally entered into a settlement, or held one of these positions with a company that has entered into settlement of criminal or civil claims involving violations of Sections 17000 et seq., 17200 et seq., or 17500 et seq. of the California Business & Professions Code, or of any other statute, regulation, or decisional law relating to fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (g) been found to have violated any statute, law, or rule pertaining to public utilities or other regulated industries; and/or (h) entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general."[4]

Further, Section 7 of the Registration Form Pursuant to Public Utilities Code Section 1013 ("1013 Application") directs applicants to "[a]ttach Appendix D if Applicant answer to this question is anything other than an unqualified "True". Applicant must declare exceptions by attaching documentation and describing any such bankruptcies, findings, judgments, convictions,

[4] 1013 Application, § 7.

referrals, denials, suspensions, revocations, limitations, settlements, voluntary payments or any other type of monetary forfeitures."[5] Easton L.L.C. did not declare any exceptions or attach documents describing any such events in the Application.

CPED alleged that Easton violated Rule 1.1 by failing to disclose material facts responsive to (a), (e), (g), and (h), under Section 7. (*See* Appendix Stipulated Fact Nos. 20, 21, 22, 24-29.)

In the Application, Easton L.L.C. also declared the following as True in Section 8(c):

> To the best of Applicant's knowledge, neither Applicant, any affiliate, officer, director, partner, nor owner of more than 10% of Applicant, or any person acting in such capacity whether or not formally appointed, is being or has been investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order.

Easton L.L.C. did not "declare exceptions by attaching documentation and describing all such investigations, whether pending, settled voluntarily or resolved in another manner" in Appendix H as directed by Section 8.c. of the 1013 Application. Accordingly, CPED alleged that Easton L.L.C.'s failure to disclose six discrete regulatory enforcement or settlement actions by state public service commissions violates Rule 1.1.

On June 11, 2026, the Commission adopted Decision ("D.") 26-06-009, *Decision Updating Regulatory Framework for Telephone Corporations Providing Interconnected Voice Over Internet Protocol Service and Closing Proceeding* (the "Decision"). Through this Decision, the Commission created a streamlined pathway or entities like Easton, L.L.C. with preexisting wireline operating authority, through a Tier 1 advice letter, to add the "DVF" interconnected VoIP utility type.

It is Easton L.L.C.'s position that in light of the Decision, the Application is no longer the appropriate vehicle through which Easton L.L.C. should pursue a DVF designation; and as such, Easton L.L.C. seeks voluntary withdrawal of the Application as soon as possible, once the CPED protest is resolved.

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[5] *Id.*

CPED does not express any opinion regarding how Easton L.L.C. elects to pursue authority to provide interconnected VoIP service or whether any particular licensing or registration process is appropriate.

II. TERMS OF THE SETTLEMENT AGREEMENT

The Parties have agreed to resolve all issues raised by CPED related to the Protest. In consideration of Easton L.L.C.'s full payment of the agreed-upon penalty, CPED agrees that Easton L.L.C. has remedied all violations identified in its Protest and CPED's investigation. The Parties have agreed that as part of the Settlement Agreement, Easton L.L.C. will pay a penalty of $70,000 and CPED will not oppose Easton's Motion for Voluntary Withdrawal of A.25-10-022 ("Withdrawal Motion"). Easton L.L.C. will file the Withdrawal Motion after the Commission has adopted the Settlement Agreement and it has fully paid the $70,000 penalty to the Commission.

A. The Settlement is Reasonable in Light of the Whole Record, Consistent with the Law, and in the Public Interest

Commission Rule 12.1(d) provides that settlements should be reasonable in light of the whole record, consistent with the law and in the public interest. Below, the Parties demonstrate that indeed the Settlement Agreement meets these required factors.

1. The Settlement is Reasonable in Light of the Whole Record

The evidentiary record contains the Application, CPED's Protest, and the Appendix to the Settlement Agreement "Statement of Stipulated Facts". Taking into account the record, the Parties reached the Settlement Agreement after careful analysis of the issues that CPED identified in its Protest and investigation. Given the violations alleged by CPED and the parties' stipulated facts, enumerated in Appendix A of the Settlement Agreement, the Parties' agreement on the penalty amount is reasonable. Easton L.L.C. has been cooperative with CPED and has stipulated factual statements in the Appendix to the Settlement Agreement, which, along with the penalty amount, cure the allegations in CPED's protest and investigation. The Parties agree that the Settlement Agreement will resolve all issues and disputes between the Parties. In the past, the Commission has expressed its strong public policy favoring settlement of disputes, provided they are fair and reasonable in light of the whole record. The Settlement Agreement is consistent with the Commission's policy as it reflects a fair compromise and furthers worthwhile goals such as reducing the expense of litigation and conserving resources.

2. The Settlement is Consistent with the Law

To determine whether a settlement is consistent with the law, the Commission has considered factors such as whether the settlement contravenes a statute or a prior Commission decision. The Settlement Agreement does not contravene a statute, prior Commission decision, or any law or regulation. The Settlement Agreement complies with all applicable statutes, including the application of appropriate penalty amounts, as set forth in Public Utilities Code §§ 2107 and 2108. In addition, the Settlement Agreement is consistent with similar Commission-approved settlements. CPED routinely enters into such settlements with applicants to resolve protested matters. For example, the Commission very recently adopted settlement agreements for two similarly situated proceedings involving the telecommunication utilities, Kloud Communications, Inc. and Dagobah Systems Inc. which had violations in their applications that were addressed through penalties reached in settlements with CPED. The Settlement Agreement seeks relief through the same process.[6] Thus, the Settlement is consistent with the law.

3. The Settlement is in the Public Interest

There are numerous reasons why the Settlement Agreement is in the public interest. First, CPED's mission is to protect California utility consumers and the public at large. The Settlement Agreement resolves CPED's consumer protection concerns for the instant proceeding. The Settlement Agreement resolves the existing violations. Moreover, adoption of the Settlement Agreement deters future applicants from violating the law and/or Commission Rules by putting them on notice that CPED provides a thorough analysis of applications and investigates applicants to ensure they comply with Commission regulations and fully disclose all relevant information. Additionally, the Commission has found settlements to be in the public interest because settlement promotes the policy of reducing the expense of litigation, conserves scarce Commission resources, and allows parties to reduce the risk that litigation will produce unacceptable results. The instant Settlement Agreement will eliminate the need for hearings, briefs, and testimony and conserve the Commission's resources. Furthermore, Easton L.L.C.

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[6] *See* D.24-06-002 and D.23-11-093.

represents that,[7] as noted above, the Commission established a designated procedural pathway for entities like Easton L.L.C. to obtain the VoIP utility type without undergoing a full Public Utilities Code § 1001 or 1013 application process. Accordingly, Easton L.L.C. intends to withdraw the current Application to avoid unnecessary expenditure of Commission resources on a proceeding that will not be pursued further.

For the above stated reasons, the Settlement is in the public interest.

B. The Settlement Amount Is Consistent with Factors in Decision 98-12-075.

The Parties submit that the Settlement Agreement is reasonable and was developed taking into consideration the factors that the Commission identified in D.98-12-075: (1) the severity of the economic or physical harm resulting from the violation;
(2) the conduct to prevent, detect, disclose, and rectify the violation; (3) the financial resources of the party involved; (4) totality of the circumstances, including the public interest; and (5) Commission precedent.

1. The Severity of the Offense

a. Economic Harm, Physical Harm, or Harm to the Regulatory Process

Easton L.L.C. falsely certified the Sworn Affidavit in the Application stating that it had no exceptions and in doing so, omitted material disclosures of the multiple exceptions and regulatory violations. In a data request response to CPED, Easton L.L.C. reaffirmed that it had no regulatory violations. Easton L.L.C.'s failure to disclose these violations did not cause any physical harm to people or property or economic harm. However, Easton L.L.C.'s actions harmed the regulatory process.

D.98-12-075 affirms that compliance with Commission rules is necessary to the integrity and proper functioning of the regulatory process. Easton L.L.C.'s false statements under oath violate Commission Rule 1.1. Easton L.L.C.'s unqualified attestation that none of its affiliates were involved in a bankruptcy proceeding in Section 7.a., of the Application is a false statement of fact. Easton L.L.C. failed to disclose that its officer, Robert Mocas, had previously

[7] CPED does not express any opinion regarding whether the Decision provides the appropriate procedural pathway for Easton L.L.C. to obtain authority to provide interconnected VoIP service or regarding the licensing or registration process Easton L.L.C. should pursue.

represented himself as an officer of the parent company/owner of Easton Telecom Services, Inc., following a 1999–2000 acquisition, which lasted until Teligent's bankruptcy in 2001–2002.[8] Easton L.L.C.'s unqualified attestation that none of its officers or affiliates had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction under Section 7.e. of the Application is a false statement of fact.[9] Easton L.L.C.'s attestation that none of its officers or affiliates had "been found to have violated any statute, law, or rule pertaining to public utilities or other regulated industries" under Section 7.g. of the Application is a false statement of fact.[10]

Easton L.L.C.'s unqualified attestation that none of its officers or affiliates had "entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general" under Section 7.h. of the Application is a false statement of fact.[11]

Moreover, Easton L.L.C.'s unqualified attestation in Section 8 of the Application that it had not been investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule, or order is a false statement of fact.[12] CPED alleged in its Protest that it had found six instances in which Easton L.L.C. had been involved in either an investigation, an enforcement action, or a regulatory adjudication that Easton L.L.C. should have disclosed in the Application.[13]

The Section 1013 Application requires disclosure of bankruptcy involvement, prior settlements with regulatory agencies, and prior regulatory investigations. CPED found that Easton failed to disclose six regulatory matters that resulted in settlement, suspension, and or revocation. The omitted events were significant, documented, and directly responsive to those questions. By submitting an unqualified affidavit and omitting material disclosure, Easton L.L.C. misled the Commission, in violation of Rule 1.1, which prohibits any person from misleading the Commission by artifice or false statement of fact.

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[8] *See* Appendix, Stipulated Fact Nos. 3, 6, 19.

[9] *See* Appendix, Stipulated Fact No. 13; 23-28.

[10] *See* Appendix, Stipulated Fact No. 14; 20.

[11] *See* Appendix, Stipulated Fact No. 15; 21.

[12] *See* Appendix, Stipulated Fact No. 17; 22.

[13] *See* Appendix, Stipulated Fact Nos. 22-28.

On February 18, 2026, CPED issued a data request to Mr. Mocas concerning clarifying information related to Easton L.L.C.'s Application responses.[14] Mr. Mocas and Easton L.L.C. made a misrepresentation of fact in response to CPED Data Request Question 4 by failing to disclose that Robert Mocas had previously represented that he was an officer of Teligent Inc.[15] Further, Mr. Mocas and Easton L.L.C. made a misrepresentation of fact in response to CPED Data Request Question 7 regarding whether Easton ever had regulatory matters that resulted in settlement, suspension, and/or revocation from any regulatory agencies.[16]

In light of the above facts, in assessing a penalty, a high level of severity is attached to an act that violates Commission rules.

b. Number and scope of violations

Easton L.L.C. made six material omissions in the Application by failing to include Appendix D and Appendix H which require affirmative disclosure of specific matters by applicants. Additionally, Easton made two material misstatements in Sections 7 and 8 of the Application, and two misstatements in Mr. Mocas' response to CPED Data Requests No. 4 and 7.

c. Public Impact

There is no evidence that Easton's L.L.C.'s actions had an impact on the public or caused public harm.

2. The conduct of the utility to prevent, detect, disclose, and rectify the violation.

In D.98-12-075, the Commission states that the role of the public utility in preventing, detecting, disclosing, and rectifying the violation is important to consider in determining a penalty. Easton L.L.C. did not take any action to prevent or detect the violations. Easton L.L.C. did not disclose or rectify its violations prior to settlement discussions.

Through the settlement process, Easton L.L.C. has taken efforts to rectify its violations by accepting responsibility for failing to disclose required information. Easton L.L.C. has

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[14] *See* Appendix, Stipulated Fact Nos. 30-31.

[15] *See* Appendix, Stipulated Fact No. 30.

[16] *See* Appendix, Stipulated Fact No. 31.

worked cooperatively with CPED to reach an efficient resolution of the issues identified in CPED's Protest through the settlement process.

3. Financial Resources of Easton L.L.C.

In setting the amount of penalty, D.98-12-075 states that the financial resources of a public utility should be considered to "balance[] the need for deterrence with the constitutional limitations on excessive fines."

The 2023 and 2024 Schedule K-1 provided by Mr. Mocas in response to CPED's requests supports the fine amount. A $70,000 penalty should not impose a significant financial burden on Easton L.L.C. and/or its managing partners. The current settlement amount is a substantial payment for a company with Easton L.L.C.'s size and financial condition, as well as the factual circumstances of this proceeding, and is a sufficient deterrence of future violations.

4. Degree of wrongdoing

Easton L.L.C.'s desire to continue to operate in California requires it to be aware of its requirements and legal obligations as a reasonable and prudent business. Easton Inc., a predecessor entity also managed by Mr. Mocas, was certificated in California between 1996 and 2003. Mr. Mocas should have been aware of the regulatory history of his companies and the content of past communications to regulatory bodies prior to providing a sworn statement in the Application and should have included the necessary disclosures in Sections 7 and 8 of the Application.

5. Role of Precedent

Pursuant to D.98-12-075, the Commission expects previous Commission decisions, which have reasonably comparable factual circumstances to the case at hand, to be considered in assessing a penalty. The Parties submit that the Settlement Agreement is consistent with precedent to impose a penalty and to deter future violations. The Commission has recently adopted penalties for entities that violated Commission Rule 1.1. Here, compared to the precedent referenced below, the number and scope of violations by Easton L.L.C. and the potential harm to the regulatory process warrant a penalty of $70,000.

- In D.24-06-002, the Commission approved the settlement agreement between the CPED and Kloud Communications, Inc. ("Kloud") in which Kloud agreed to pay a penalty of $24,000 for failing to disclose a prior settlement involving current Kloud officers and regarding disclosures in Sections 8 and 9, thereby violating Rule 1.1.[17]

- In D.23-11-093, the Commission approved the settlement agreement between the CPED and Dagobah Systems, Inc. ("Dagobah") in which Dagobah agreed to pay a fine of $7,000 for failing to disclose two bankruptcies, including a bankruptcy affiliated with the owner's prior position as CEO, thereby violating Rule 1.1.[18]
- In D.09-06-013, the Commission approved the settlement agreement between the Consumer Protection and Safety Division (predecessor of CPED) and Birch Communications Inc. ("Birch") in which Birch agreed to pay a fine of $10,000 for a Rule 1.1 violation, due to omitted material information about the regulatory history of Birch.[19]
- In D.16-08-009, the Commission approved the settlement agreement between the Safety and Enforcement Division[20] and Velocity the Greatest Phone Company Ever, Inc. ("Velocity") in which Velocity agreed to pay a fine of $70,000 for operating in California after the Commission revoked its license and Rule 1.1 violations, where it failed to disclose that its authority was previously revoked, that it had officers or directors under a similar position in a company which filed for bankruptcy.[21]
- In D.15-12-009, the Commission approved the settlement agreement between the Safety and Enforcement Division and Dynalink Communications, Inc. in which Dynalink agreed to pay a fine of $12,652 for failing, in part, to comply with Commission's reimbursement account fee filing and reporting requirements;

[17] *See* D.24-06-002, available at https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M534/K618/534618343.PDF.

[18] *See* D.23-11-093, available at https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M521/K260/521260704.PDF.

[19] *See* D.09-06-013, available at https://docs.cpuc.ca.gov/PublishedDocs/WORD_PDF/FINAL_DECISION/102105.PDF.

[20] The Safety and Enforcement Division is known today as CPED.

[21] *See* D.16-08-009, available at https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M166/K298/166298159.PDF.

failure to disclose prior adverse regulatory actions in other jurisdictions; and erroneous statements of fact in its Application, in violation of Rule 1.1. Dynalink failed to disclose a prior revocation from the Commission, the revocation of its Pennsylvania telecommunications license, a consent decree between the FCC and a company founded by one of its management personnel, and tariff filing issues in Massachusetts and Maryland.[22]

III. INTEGRATED SETTLEMENT PROPOSAL

The Settlement Agreement is the product of a process of direct negotiations between the Parties. The Parties agree that this Settlement Agreement is an integrated agreement, so that if the Commission rejects or modifies any portion of this Settlement Agreement or modifies the obligations placed upon Easton L.L.C. from those included in the Settlement Agreement, each party shall have the right to withdraw.[23]

IV. CONCLUSION

In light of the fact that Easton L.L.C. has stipulated to the facts set forth in the Appendix to the Settlement Agreement and has cooperated with CPED in this proceeding, and in consideration of the penalty agreed upon herein, the Parties respectfully request that the Commission approve the Settlement Agreement, which resolves all the issues identified in CPED's Protest. Upon the Commission's adoption of this settlement agreement, Easton L.L.C. will render full payment of the penalties to the Commission, at which time, Easton L.L.C. may file a motion to voluntarily withdraw its Application, which CPED will not oppose.

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[22] *See* D.15-12-009, available at https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M156/K296/156296375.PDF.

[23] The Parties have agreed upon the resolution of the issue herein on the basis that Commission approval will not be construed as an admission or concession by either Party regarding any matter of fact or law that may have been in dispute in this proceeding. Furthermore, consistent with Rule 12.5 of the Commission's Rules, the Settling Parties intend that the approval of this Settlement Agreement by the Commission should not be construed as a precedent or statement of policy of any kind for or against either Party in any current or future proceeding with respect to any issue addressed in the Settlement Agreement.

Dated: July 21, 2026

Respectfully submitted,

/s/ Layla Labagh

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EXHIBIT A

SETTLEMENT AGREEMENT BETWEEN EASTON TELECOM SERVICES, L.L.C. AND THE CONSUMER PROTECTION AND ENFORCEMENT DIVISION

Pursuant to Article 12 of the Commission's Rules of Practice and Procedure ("Rules"), the Consumer Protection and Enforcement Division ("CPED") and Easton Telecom Services L.L.C. ("Easton L.L.C.") (collectively referred to hereafter as the "Settling Parties") respectfully submit to the Commission this Settlement Agreement ("Settlement"). The instant Settlement fully resolves all CPED's issues identified in its protest to Easton L.L.C.'s Application, specifically, violations of Rule 1.1 for failure to fully disclose relevant information and for potentially misleading the Commission.

I. BACKGROUND

On October 22, 2025, Easton L.L.C. filed Application ("A.") 25-10-022 ("Application") seeking Commission authority to operate as an interconnected Voice over Internet Protocol (VoIP) provider under California Public Utilities Code (P.U. Code) § 1013. Easton L.L.C. is an Ohio company with its principal place of business located at 3046 Brecksville Road, Richfield, OH 44286. In its Application, Easton L.L.C. seeks authority to operate as a provider of interconnected VoIP services in the State of California.

On February 11, 2026, CPED protested A.25-10-022 alleging Easton L.L.C. violated the Commission's Rule 1.1 in its Application, where Robert Mocas, Managing Member of Easton L.L.C., falsely stated (1) that Easton L.L.C., its affiliates or management, had not held a high-level position with a company that filed for bankruptcy, (2) that Easton L.L.C. had not entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general (3) and that Easton L.L.C. had not been investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order. The failure to disclose important information in its Application and its attempt to mislead the Commission constitute a violation of Rule 1.1.

Easton L.L.C. expressed interest in working with CPED to address and settle the issues raised in CPED's Protest. On or about June 16, 2026, the Settling Parties reached a settlement in principle. The following are the settlement terms between the Settling Parties:

II. SETTLEMENT TERMS AND CONDITIONS

1. Easton L.L.C. agrees to pay a one-time penalty of $70,000 for violation of Rule 1.1 (the "Penalty"). Payment shall be made as follows: Easton L.L.C. agrees to pay $70,000 within thirty (30) days of the date the Commission issues a decision approving the Joint Motion of the Parties for Approval of Settlement Agreement. 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.

2. Easton L.L.C. agrees to comply with all applicable orders, decisions, directions and rules made or prescribed by the Commission going forward.

3. In consideration of Easton L.L.C.'s full payment, CPED agrees that Easton L.L.C. has remedied all violations CPED identified in its Protest and Stipulated Facts and shall withhold any opposition to Easton L.L.C.'s Motion for Voluntary Withdrawal of its Application after Easton L.L.C. has paid in full the penalty noted in section 4 below.

4. After Easton L.L.C. has paid in full the penalty of $70,000 to the Commission, Easton L.L.C. may file and serve a motion to withdraw its Application, which CPED will not oppose.

5. The attached Appendix to this Agreement is the Stipulated Facts of the Settling Parties Related to CPED's Investigation.

<u>Reasonableness</u>

The Settling Parties submit that this Settlement complies with the Commission's requirements that settlements be reasonable, consistent with law, and in the public interest.[1] The Settling Parties have recognized that there is risk involved in litigation, and that a party's filed position might not prevail, in whole or in part, in the Commission's final determination. The Settling Parties have reached compromise positions that they believe are appropriate in light of the litigation risks. This Settlement reflects the Settling Parties' best judgments as to the totality of their positions and risks, and their agreement herein is explicitly based on the overall results achieved. Per the Settlement reached in good faith between CPED and Easton L.L.C., CPED believes that the Settlement is reasonable and will deter Easton L.L.C. from misstating or omitting facts in future Applications.

The Settling Parties agree jointly by executing and submitting this Settlement that the relief requested herein is just, fair, and reasonable, and in the public interest.

Non-Precedential Effect

This Settlement is not intended by the Settling Parties to be precedent for any future proceeding. The Settling Parties have assented to the terms of this Settlement only for the purpose of arriving at the terms embodied in this Settlement. The Settling Parties have agreed upon the resolution of the issues addressed in the Settlement on the basis that its approval by the Commission should not be construed as an admission or concession by either Party regarding any matter of fact or law that may have been in dispute in this proceeding.

Indivisibility

This Settlement embodies compromises of the Settling Parties' positions. No individual term of this Settlement is assented to by any of the Settling Parties, except in consideration of the other Settling Parties' assents to all other terms. Thus, the Settlement is indivisible and each part is interdependent on each and all other parts. Any party may withdraw from this Settlement if the Commission modifies, deletes from, or adds to the disposition of the matters stipulated herein. The Settling Parties agree to negotiate in

[1] Commission's Rules of Practice and Procedure, Rule 12.1(d).

good faith with regard to any Commission ordered changes to the Settlement in order to restore the balance of benefits and burdens, and to exercise the right to withdraw only if such negotiations are unsuccessful.

The Settling Parties acknowledge that the positions expressed in the Settlement were reached after consideration of all positions of the Settling Parties. This document sets forth the entire agreement of the Settling Parties on all of those issues, except as specifically described within the Settlement. The terms and conditions of this Settlement may only be modified in writing subscribed by all Settling Parties.

No Personal Liability

The Settling Parties agree that no signatory to the Settlement assumes any personal liability as a result of his or her execution of this document. All rights and remedies of the Settling Parties with respect to the Settlement are limited to those available before the Commission.

Dated: July 21, 2026

Respectfully submitted,

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APPENDIX

I. STIPULATED FACTS RELATED TO CPED's INVESTIGATION

For purposes of this Settlement Agreement the Consumer Protection and Enforcement Division ("CPED") of the California Public Utilities Commission ("Commission") and Easton Telecom Services, L.L.C. ("Easton L.L.C.") (collectively, the "Parties") have stipulated to the facts set forth below.

No.	STATEMENT OF STIPULATED FACTS	Source
1	Easton Telecom Services, Inc. (Easton Inc.) was originally founded by Robert and Heidi Mocas, who sold the company to Teligent, Inc. (Teligent) in 1999.	CPED Protest at 2; Easton L.L.C. Response to February 18, 2026, Data Request Q5 at 2 (Feb. 26, 2026).
2	After Teligent declared bankruptcy in 2001, Robert and Heidi Mocas formed Weston Telecommunications, LLC (Weston) to buy Teligent's assets back.	Protest of CPED at 2 (Feb.11, 2026). Easton L.L.C. Response to February 18, 2026, Data Request Q5 at 2 (Feb. 26, 2026).
3	In November 2001, the bankruptcy court approved an agreement under which Weston would purchase the original company's customer base, accounts receivable, and certificates of authorization.	Protest of CPED at 2 (Feb. 11, 2026).
4	Weston changed its name to Easton Telecom Services, L.L.C. (Easton L.L.C.) in 2001.	A.25-10-022 *Section 1013 Registration of Easton Telecom Services, L.L.C. for a Certificate of Public Convenience and Necessity to Provide Non-Facilities Based Digital Voice Fixed Interconnected VoIP Services* ("Application") at 19 (Appendix G).
5	Teligent was the parent company of Easton Inc. at the time of the bankruptcy filing.	Protest of CPED at 2 (Feb. 11, 2026). Response to February 18, 2026, Data Request Q3 at 1 (Feb 26, 2026).
6	Robert Mocas represented himself in a filing with the South Dakota Public Utilities Commission that he was the Vice President of Teligent, and Easton Inc. was listed as a debtor in Teligent's Chapter 11 bankruptcy filed May 21, 2001.	Protest of CPED at 2 (Feb. 11, 2026).
7	In May 1995, Easton Inc. applied for a Certificate of Public Convenience and Necessity (CPCN) (A.95-05-079), which was granted by Decision (D.) 96-04-067.	Protest of CPED at 3 (Feb. 11, 2026).
8	In July 1997, Easton Inc. filed for a CPCN (A.97-07-050) to provide resold competitive local exchange service, which was granted by D.98-01-008 (U-5602-C).	Protest of CPED at 3 (Feb. 11, 2026)..
9	In February 2003, Easton Inc. voluntarily revoked both its interexchange and resold competitive local exchange operating authority, and Easton L.L.C. voluntarily revoked its resold interexchange operating authority.	Protest of CPED at 3 (Feb. 11, 2026).

10	Easton L.L.C. provides limited facilities-based and resold local exchange telecommunications services under its CPCN granted in Decision 03-06-017 (June 5, 2003 – Utility ID No. U-6778-C)	Protest of CPED at 3 (Feb. 11, 2026).
11	On October 22, 2025, Easton L.L.C. filed its *Section 1013 Registration of Easton Telecom Services, L.L.C. for a Certificate of Public Convenience and Necessity to Provide Non-Facilities Based Digital Voice Fixed Interconnected VoIP Services.*	Application
12	In Section 7 of the Section 1013 registration form, the Applicant must provide a sworn affidavit to the statement identified by marking "True" or "Not True". Section 7, subpart (a) of the 1013 registration form requires that the Applicant attest true or not true to the statement 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. . . ."	Application, Section 7, subpart (a), Sworn Affidavit.
13	Section 7, subpart (e) of the Section 1013 registration form requires that the Applicant attest true or not true to the statement whether Applicant "had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction. . . ."	Application. Section 7, subpart (e), Sworn Affidavit.
14	Section 7, subpart (g) of the Section 1013 registration form requires that the Applicant attest true or not true to the statement whether Applicant had "been found to have violated any statute, law, or rule pertaining to public utilities or other regulated industries . . . ."	Application, Section 7, subpart (g), Sworn Affidavit.
15	In Section 7, subpart (h) of the Section 1013 registration, the Applicant must provide a sworn affidavit of 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: . . ." have " . . . entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general."	Application, Section 7, subpart (h), Sworn Affidavit.
16	Section 7 of the Section 1013 registration form requires that Applicant "[a]ttach Appendix D if Applicant answer to this question is anything other than an unqualified "True". Applicant must declare exceptions by attaching documentation and describing any such bankruptcies, findings, judgments, convictions, referrals, denials,	Application, Section 7, Sworn Affidavit.

	suspensions, revocations, limitations, settlements, voluntary payments or any other type of monetary forfeitures."	
17	Section 8, subpart (c) of the Section 1013 registration form requires that Applicant attest that ". . . neither Applicant, any affiliate, officer, director, partner, nor owner of more than 10% of Applicant, or any person acting in such capacity whether or not formally appointed, is being or has been investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order."	Application, Section 8, subpart (c), Sworn Affidavit.
18	Section 8, subpart (c) of the Section 1013 registration form requires Applicant to "Attach Appendix H if Applicant answer to this question is anything other than an unqualified 'True,' Applicant must declare exceptions by attaching documentation and describing all such investigations, whether pending, settled voluntarily or resolved in another manner."	Application, Section 8, subpart (c), Sworn Affidavit.
19	Easton L.L.C. failed to disclose prior representation that its officers or affiliates held those positions with a company that filed for bankruptcy in response to Section 7(a) of the Section 1013 registration form.	*See* Application, Section 7, subpart (a), Sworn Affidavit; *see also* CPED Protest at 5-6 (Feb. 11, 2026). .
20	Easton L.L.C. failed to disclose that its officers or affiliates had "been found to have violated any statute, law, or rule pertaining to public utilities or other regulated industries" in response to Section 7(g) of the Section 1013 registration form.	*See* Application, Section 7, subpart (g), Sworn Affidavit..
21	Easton L.L.C. failed to disclose that its officers or affiliates "entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general" in response to Section 7(h) of the Section 1013 registration form.	*See* Application, Section 7, subpart (h), Sworn Affidavit; *see also* CPED Protest at 5-6 (Feb. 11, 2026).
22	Easton L.L.C. failed to disclose six regulatory matters that resulted in settlement, suspension, and/or revocation from the following regulatory agencies in response to Section 8(c) of the Section 1013 registration form.	*See* Application, Section 8, subpart (c)*; see also* CPED Protest at 6-8 (Feb. 11, 2026). .
23	Easton L.L.C. failed to disclose a regulatory matter with the Nebraska Public Service Commission in response to Section 7(e) of the Section 1013 registration form.	*See* Application, Section 7, subpart (e), Sworn Affidavit; *see also* CPED Protest at 6 (Feb. 11, 2026). .
24	Easton L.L.C. failed to disclose a regulatory matter with the Florida Public Service Commission in response to Section 7(e) of the Section 1013 registration form.	*See* Application, Section 7, subpart (e), Sworn Affidavit; *see also* CPED Protest at 6-7 (Feb. 11, 2026).
25	Easton L.L.C. failed to disclose a regulatory matter with the Alabama Public Service Commission in response to Section 7(e) of the Section 1013 registration form.	*See* Application, Section 7, subpart (e), Sworn Affidavit; see also CPED Protest at 7 (Feb. 11, 2026).

26	Easton L.L.C. failed to disclose a regulatory matter with the Missouri Public Service Commission in response to Section 7(e) of the Section 1013 registration form.	*See* Application, Section 7, subpart (e), Sworn Affidavit; *see also* CPED Protest at 7 (Feb. 11, 2026).
27	Easton L.L.C. failed to disclose a regulatory matter with the Public Utilities Commission of Nevada in response to Section 7(e) of the Section 1013 registration form.	*See* Application, Section 7, subpart (e), Sworn Affidavit; *see also* CPED Protest at 7-8 (Feb. 11, 2026).
28	Easton L.L.C. failed to disclose a regulatory matter with the Connecticut Department of Public Utility in response to Section 7(e) of the Section 1013 registration form. Control.	*See* Application, Section 7, subpart (e), Sworn Affidavit; *see also* CPED Protest at 8 (Feb. 11, 2026).
29	Easton L.L.C. made a key omission in response to CPED Data Request Question 4 regarding a prior representation made to a regulatory body regarding Robert Mocas's position with Teligent Inc.	Response to February 18, 2026 Data Request at 1-2 (Feb. 26, 2026).
30	Easton L.L.C. made a misrepresentation of fact in response to CPED Data Request Question 7 regarding whether Easton L.L.C. ever had regulatory matters that resulted in settlement, suspension, and/or revocation from any regulatory agencies.	CPED Protest at 6 (Feb. 11, 2026) ; Response to February 18, 2026, Data Request at 2 (Feb. 26, 2026).
31	CPED requested and received via Data Request response dated March 27, 2026, the 2023 and 2024 separate Schedule K-1 filings for Robert and Heidi Mocas, and an Easton L.L.C. Balance Sheet dated as of February 2026.	Prehearing Conference Transcript (June 30, 2026) at 23:23-24:3.
32	CPED accepts a narrative of employment history in lieu of a conventional resume format.	Prehearing Conference Transcript at 24:7-9 (June 30, 2026).