

ATTACHMENT E

**SETTLEMENT AGREEMENT BETWEEN
MIRON ENTERPRISES, LLC,
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 Miron Enterprises, LLC (Miron) (collectively referred to hereafter as “the Settling Parties”) respectfully submit to the Commission this Settlement Agreement (Settlement). The instant Settlement resolves all of CPED’s issues identified in its protest to Miron’s Application.

I. BACKGROUND

On October 11, 2018, Miron filed Application (A.) 18-10-005 (Application) seeking Commission authority under California Public Utilities Code (P.U. Code) § 1013 for a Registration License to operate as an interexchange carrier telephone corporation. Miron is a Georgia company with its principal place of business located at 47 Perimeter Center East, Suite 430, Atlanta, Georgia 30346. In this Application, Miron seeks authority to provide Non-Dominant Resold Interexchange Services (NDIEC) in the State of California as a “card-less” prepaid international long-distance service provider through branded websites.

On November 13, 2018, CPED filed a protest identifying the following violations by Miron:

- Miron has been operating in California without prior Commission authorization, since 2015, in apparent violation of P.U. Code §§ 1001 and/or 1013.
- During its unauthorized time of operation, Miron failed to pay user fees and remit surcharge payments to the Commission.

Operating without authority and failure to pay fees and charges to the Commission is a statutory violation.

Miron did not provide a response to CPED’s Protest. Instead, Miron expressed interest in working with CPED and the Communications Division to address and resolve

past deficiencies, consistent with the Commission's guidelines. On January 23, 2019, CPED and Miron reached a settlement in principle.

The Commission held a Prehearing Conference (PHC) on January 25, 2019. CPED and Miron informed Administrative Law Judge (ALJ) Kline that they had reached a settlement agreement to resolve all of CPED's disputed issues related to operating without Commission authority and the payment of surcharges and user fees owed by Miron.

The following are the settlement terms between CPED and Miron:

II. SETTLEMENT TERMS AND CONDITIONS

1. Miron agrees to pay a one-time fine of \$20,000 for operating in California without Commission authority since 2015, pursuant to P.U. Code § 2107. 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, within twenty (20) days from the date of the Commission's approval of the Settlement.

2. Miron agrees to pay \$1,547.71 for past due user fees and surcharges owed for the period in question (January 2015 to December 2018) inclusive of interest as calculated by the CPUC's Communications Division.

3. Miron agrees to comply with every applicable order, decision, direction or rule made or prescribed by the Commission going forward.

4. In consideration of Miron's payment of \$21,547.71, CPED agrees that Miron has remedied all violations identified in the proceeding, and from CPED's perspective, Miron is qualified to hold the authorizations it has applied for in its Application.

5. CPED does not oppose granting the Application of Miron to provide the services set forth in its Application (non-dominant intrastate interexchange service).

Reasonableness

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. 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 Miron, CPED believes that the Settlement is reasonable and results in Miron being fit to operate in California.

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 settlement embodied in this Settlement.

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, however, to negotiate in 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.

Signature Page

Consumer Protection and Enforcement Division

By:



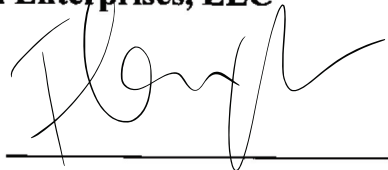
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Dated: 3/13/19

Miron Enterprises, LLC

By:



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Dated: 3/15/19