

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of Cancellation of the Certificates of	)	
Service Authority and Associated Tariff of Mobilitie,	)	
LLC to Provide Non-Switched Local	)	<b>File No. XD-2014-0140</b>
Telecommunications Services in the State of	)	
Missouri	)	

**STIPULATION AND SETTLEMENT AGREEMENT**

**COMES NOW** the Staff ("Staff") of the Missouri Public Service Commission ("Commission") and Mobilitie, LLC ("Mobilitie" or "Company") by and through their respective undersigned counsel, and stipulate and agree as follows in settlement of the captioned case:

***Background***

1. On November 14, 2013, Staff filed a *Motion to Cancel Certificates of Service Authority and Associated Tariff* ("*Motion*") seeking cancellation of Mobilitie's certificates of service authority to provide non-switched local telecommunication services in the State of Missouri on grounds that the Company failed to submit its 2012 calendar year Annual Report by the April 15, deadline as required by law and regulation of this Commission.

2. Also on November 14, 2013, the Commission issued its *Order Directing Response*, ordering Mobilitie to respond to the Staff's *Motion* no later than December 16, 2013.

3. On December 5, 2013, Mobilitie filed its 2012 Annual Report with the Commission.

4. Staff and Mobilitie desire to settle the issues raised in the *Motion* by entering into this Stipulation and Settlement Agreement ("Agreement"). This Agreement is in the

public interest because it will provide funds to the Missouri Public School Fund, eliminate the need for evidentiary hearings, lead to a broader resolution of issues and provide a reasonable and just solution and remedy to resolve the matters raised in the *Motion*.

### ***The Agreement***

5. Staff's *Motion* asserts and Mobilitie, for the purposes of this Agreement, will not contest that in violation of Commission rules and regulations and applicable statutes, the Company was delinquent in filing its 2012 Annual Report.

6. Within thirty (30) days of Commission approval of this Agreement, Mobilitie shall remit a payment for the Missouri Public School Fund of One Thousand Dollars (\$1000.00) made payable to the Missouri Director of Revenue, and sent addressed to the Missouri Public Service Commission, Budget and Fiscal Services Department, Attn: Helen Davis, 200 Madison Street, P.O. Box 360, Jefferson City, MO 65102, for the sole purpose of settlement of the *Motion*. Mobilitie agrees that it will not make this payment the subject of any advertising or promotion.

7. Mobilitie also agrees that it will file its Annual Reports in a timely manner in the future.

8. If Mobilitie complies with the terms and conditions of this Agreement, Staff agrees to withdraw the *Motion* and will not refile the *Motion* or seek penalties on the basis of any facts and circumstances alleged in the *Motion*. However, in the event that Mobilitie fails to comply with the terms and conditions of this Agreement, Staff reserves the right to pursue or refile the *Motion* or a complaint and, in addition to the cancellation of Mobilitie's certificates, seek authority to file a penalty action.

9. Mobilitie has agreed to each and every term and provision of this Agreement:  
a) as a compromise to avoid expense and to terminate all controversy concerning the *Motion*; and b) in consideration of Staff's agreement to withdraw the *Motion* as provided herein, and to forbear from filing a complaint. This agreement shall not be construed as an admission by Mobilitie of liability, which Mobilitie denies, for violations of the rules of the Commission or applicable state laws.

**WHEREFORE**, the signatories respectfully request the Commission to issue its Order approving the terms of this Stipulation and Settlement Agreement.

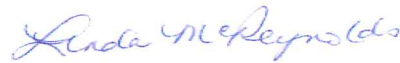
Respectfully submitted,

**/s/ Whitney Hampton**

Whitney Hampton #64886  
Associate Staff Counsel  
Missouri Public Service Commission  
200 Madison Street, P. O. Box 360  
Jefferson City, MO 65102  
(573) 751-6651 (Telephone)  
(573) 751-9265 (Fax)  
[Whitney.Hampton@psc.mo.gov](mailto:Whitney.Hampton@psc.mo.gov)



Mr. Chester Bragado  
Mobilitie, LLC  
660 Newport Center Drive Suite 200  
Newport Beach, CA 92660  
(949) 999-5790 (Telephone)  
[chester@mobilitie.com](mailto:chester@mobilitie.com)



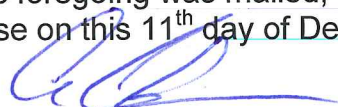
Linda McReynolds, Esq.  
Bar # 49489  
The *CommLaw* Group  
1420 Spring Hill Road, Suite 401  
McLean, VA 22102  
(703) 714-1300 (Telephone)  
[lgm@compliancengroup.com](mailto:lgm@compliancengroup.com)



Christopher A. Canter, Esq.  
The *CommLaw* Group  
1420 Spring Hill Road, Suite 401  
McLean, VA 22102  
(703) 714-1308 (Telephone)  
[cac@compliancengroup.com](mailto:cac@compliancengroup.com)

**CERTIFICATE OF SERVICE**

I certify that a true and accurate copy of the foregoing was mailed, electronically mailed, or hand-delivered to all parties to this cause on this 11<sup>th</sup> day of December, 2013.



**Christopher Canter**