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July 20, 2012

VIA OVERNIGHT DELIVERY

Mr. Dave Danner, Executive Director
State of Washington
Utilities and Transportation Commission
1300 S. Evergreen Park Dr., SW
Olympia, WA 98504

RECEIVED
RECORDS MANAGEMENT
2012 JUL 23 AM 9:19
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

Re: i-wireless, LLC; Docket No. UT-101640

Dear Mr. Danner:

Enclosed please find for filing an original and twelve (12) copies of i-wireless, LLC's Supplement to its Petition for Designation as an Eligible Telecommunications Carrier in the above-referenced docket.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,

Lance J.M. Steinhart
Attorney for i-wireless, LLC

Enclosures

cc: Nicki Wollenhaupt

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Petition of)	DOCKET NO. UT-101640
i-wireless, LLC)	PETITION OF I-WIRELESS,
For Designation as an Eligible Telecommunications)	LLC FOR DESIGNATION
Carrier in the State of Washington for the Limited)	AS AN ELIGIBLE
Purpose of Offering Lifeline Service to Qualified)	TELECOMMUNICATIONS
Households)	CARRIER
)	
)	

**SUPPLEMENT TO PETITION OF I-WIRELESS, LLC
FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER
IN THE STATE OF WASHINGTON FOR THE LIMITED PURPOSE OF
OFFERING LIFELINE SERVICE TO QUALIFIED HOUSEHOLDS**

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July 20, 2012

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I. INTRODUCTION

i-wireless, LLC (“i-wireless” or the “Company”), by its undersigned counsel, and pursuant to Section 214(e)(2) of the Communications Act of 1934, as amended (the “Act”), Sections 54.101 through 54.207 of the Rules of the Federal Communications Commission (“FCC”), and Section 480-123-030 of the Washington Administrative Code (“WAC”), hereby supplements its Petition for Designation as an Eligible Telecommunications Carrier (“ETC”) in the State of Washington which was filed with the Washington Utilities and Transportation Commission (“Commission”) on September 30, 2010 and amended on June 10, 2011. As demonstrated in its Petition and supplemented herein, i-wireless meets all the statutory and regulatory requirements for designation as an ETC in the State of Washington, including the new requirements outlined in the *Lifeline and Link Up Reform Order*.¹ On June 13, 2012, the FCC

¹ *In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42,

approved i-wireless' request for ETC designation in Alabama, Connecticut, Delaware, District of Columbia, Florida, New Hampshire, New York, North Carolina, Tennessee, and Virginia. i-wireless has also been designated as an ETC in Arkansas, Arizona, Colorado, Georgia, Indiana, Illinois, Kentucky, Louisiana, Maryland, Michigan, Missouri, Nevada, Ohio, South Carolina, Texas, Utah and West Virginia, and has petitions for ETC designation pending with Minnesota, Mississippi, Oregon, and Pennsylvania; i-wireless has not been denied ETC status in any state. Rapid grant of i-wireless' request would advance the public interest because it would enable the Company to commence much needed Lifeline services to low-income Washington residents as soon as possible. Accordingly, the Company respectfully requests that the Commission expeditiously approve this petition for ETC designation.²

II. I-WIRELESS' LIFELINE OFFERING

i-wireless has made the following updates to its Lifeline offering: Lifeline customers in Washington will receive free customer care calls (i.e. i-wireless will not decrement minutes for calls placed to customer service) on all plan options, including the 250-Minute Plan. i-wireless has also updated its Tribal Lifeline rates, given the FCC's elimination of the \$1.00 minimum charge for Tribal subscribers.³ On the Retail Discount Plan option, i-wireless currently offers a \$15 discount (or \$40 discount for Tribal customers) consisting of the federal Lifeline subsidy and a Company credit; however, the Company may re-evaluate the discount applied to its retail plans based on the outcome of the FNPRM regarding a change in the federal Lifeline support amount.⁴ i-wireless commits that it will continue to offer a Lifeline discount at a minimum equal to the

WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb. 6, 2012) ("*Lifeline and Link Up Reform Order*").

² A revised ILEC list demonstrating the area for which the Company requests ETC designation is attached hereto as Exhibit 2.

³ See *Lifeline and Link Up Reform Order* ¶ 270, eliminating 47 C.F.R. § 54.403(a)(4)(i).

⁴ See *Lifeline and Link Up Reform Order* Section XIII.D

federal Lifeline support amount. Please see attached Exhibit 3 for an updated summary of i-wireless' Lifeline rate plans. i-wireless does not offer roaming capabilities, so customers will not incur unexpected roaming charges. i-wireless' Lifeline customers are not bound by a local calling area requirement; all i-wireless plans come with domestic long distance at no extra charge and exceptional nationwide digital coverage on the Nationwide Sprint PCS Network. As noted in the Company's Application, i-wireless' Lifeline customers can earn free minutes through the Kroger loyalty program, whereby for every \$100 spent on qualifying purchases in store, 20 free minutes of airtime will automatically be applied to the customer's account balance.⁵ If a customer earns free minutes through the Kroger loyalty program, those minutes will be consumed first; usage will then be deducted from the customer's remaining bucket of minutes. As long as additional airtime (in dollars or minutes) is added onto an account before the expiration period of existing airtime, any unused minutes will rollover and accrue.⁶ If no airtime is added to an account within the specified period, all accrued airtime will expire. Expiration rules for additional airtime cards are as follows: 30 days for \$10 airtime cards, 60 days for \$20 cards, and 90 days for \$50 cards.

III. I-WIRELESS WILL PROVIDE SERVICE CONSISTENT WITH THE FCC'S GRANT OF FORBEARANCE FROM SECTION 214'S FACILITIES REQUIREMENTS

As described in its Petition, the FCC conditionally granted i-wireless' Petition for Forbearance from the facilities requirement for purposes of participating in the Lifeline program

⁵ For subscribers with an unlimited voice component, a \$1.00 credit is applied to the account balance in lieu of minutes. Qualified purchases do not include payments for taxes, office services, alcohol, tobacco, fuel, tickets, Western Union, Green Dot cards, MoneyPak, Kroger Gift Cards, prescriptions and any purchases prohibited by law. A complete description of the FREE MINUTES rewards program and its business rules are available online at www.iwirelesshome.com/freeminutes.

⁶ On the 150-Minute Plan, unused minutes can accrue up to a maximum \$300 account balance (equivalent of 3000 minutes). For retail plans, a maximum of 1500 units can rollover to the following month. Unused minutes do not rollover on the 250-Minute Plan.

subject to certain conditions.⁷ In accordance with the *i-wireless Forbearance Order*, i-wireless filed its Compliance Plan which the FCC approved on October 21, 2011.⁸ A copy of the revised Compliance Plan, as approved, was filed with the Commission on October 24, 2011 and is incorporated herein by reference.

i-wireless has completed the PSAP certification process in Washington. However, consistent with paragraphs 375 and 383 of the *Lifeline and Link Up Reform Order*, i-wireless is no longer required to follow the PSAP certification process outlined in the Company's forbearance order and Compliance Plan. i-wireless will, however, continue to comply with applicable 911/E911 public safety obligations, including 47 C.F.R. § 20.18(m), the requirement to provide 911-enabled handsets, and any state-imposed requirements.

IV. I-WIRELESS WILL COMPLY WITH REQUIREMENTS IMPOSED BY THE COMMISSION

i-wireless will comply with all rules and regulations that the Commission may lawfully impose upon the Company's provision of service contemplated by its Petition. i-wireless is aware that it may be required to work with the Department of Social and Health Services (DSHS) to verify its customer records at least annually until a National Lifeline Eligibility Database is in place. In order to do so, the Company will work with DSHS to determine how to best collect and transmit the necessary DSHS Client ID or identifying information (this will only apply to customers who qualify based on their participation in DSHS-administered programs, currently SNAP, SSI, Medicare and TANF) while still abiding by federal and state law regarding privacy issues surrounding retention and transmission of sensitive customer information.

⁷ *Petition of i-wireless, LLC, for Forbearance from 47 U.S.C. § 214(e)(1)(A)*, CC Docket No. 96-45, Order, FCC 10-117 (rel. June 25, 2010), (*i-wireless Forbearance Order*).

⁸ See i-wireless LLC's Revised Compliance Plan, CC Docket No. 96-45, WC Docket No. 09-197 (filed Sept. 9, 2011) ("Compliance Plan"); *i-wireless, LLC Petition for Forbearance from 47 USC. §214(e)(1)(A)*, CC Docket No. 96-45, WC Docket No. 09-197, DA 11-1763, 2011 WL 5038791 (rel. Oct. 21, 2011) ("*Compliance Plan Order*").

V. I-WIRELESS WILL COMPLY WITH THE REQUIREMENTS OF THE LIFELINE AND LINKUP REFORM ORDER

Section 214(e)(1) of the Communications Act and Section 54.201(d) of the FCC’s rules provide that applicants for ETC designation must be common carriers that will offer all of the services supported by universal service, either using their own facilities or a combination of their own facilities and the resale of another carrier’s services, except where the FCC has forborne from the “own facilities” requirement. Applicants also must commit to advertise the availability and rates of such services.⁹ As detailed in its Petition and supplemented herein, i-wireless satisfies each of the above-listed requirements, as well as the requirements set forth in the *Lifeline and Link Up Reform Order*.

A. Consumer Eligibility and Enrollment

i-wireless will certify and verify consumer eligibility for Lifeline in accordance with its Compliance Plan and the requirements set forth in the *Lifeline and Link Up Reform Order*. In instances where a state agency or third-party administrator is responsible for the initial determination and annual recertification of consumer eligibility, i-wireless will rely on the state identification or database.¹⁰ In instances where i-wireless is responsible for the initial determination and annual recertification of consumer eligibility, the Company will follow the procedures set forth below.

1. One-Per-Household

i-wireless understands that Lifeline is limited to a single subscription per household, and that the FCC has defined household as “any individual or group of individuals who are living

⁹ See 47 U.S.C. § 214(e)(1) and 47 C.F.R. § 54.201(d)(2).

¹⁰ See *Lifeline and Link Up Reform Order* at ¶ 98.

together at the same address as one economic unit.”¹¹ Upon receiving an application for Lifeline support, i-wireless will check the duplicates database, once in place, to determine whether an individual at the applicant’s residential address is currently receiving Lifeline-supported service. As set forth in its Compliance Plan, i-wireless will also search its own internal database of active customers, real-time, pre-sale, to ensure that it does not already provide Lifeline-supported service to someone at that residential address. If i-wireless determines that an individual at the applicant’s address is currently receiving Lifeline-supported service, i-wireless will take an additional step to ensure that the applicant and the current subscriber are part of different households. To enable applicants to make this demonstration, i-wireless will require applicants to complete and submit to the Company USAC’s one-per-household template.¹²

On its certification forms, a draft sample of which is attached,¹³ i-wireless will obtain a consumer’s permanent residential address (which cannot be a P.O. Box or General Delivery address), unless they only have a temporary address, and a billing address for the service, if different (which may include a P.O. Box or General Delivery address).¹⁴ i-wireless will inquire on its certification forms whether or not the applicant’s address is a temporary one.¹⁵ i-wireless will notify the consumer that that if they have a temporary address, the Company may contact the consumer every 90 days, by phone or text, to verify that he or she continues to rely on that address, and that if the consumer fails to respond within 30 days of i-wireless’ attempt to verify

¹¹ *See id.* at ¶ 74.

¹² *See id.* at ¶ 78.

¹³ *See* Exhibit 4, attached. The draft form remains subject to change, but substantially reflects the content of i-wireless’ application.

¹⁴ *See Lifeline and Link Up Reform Order* at ¶ 85.

¹⁵ *See id.* at ¶ 89.

the temporary address, he or she will be de-enrolled from the Lifeline program.¹⁶ Also on its certification forms, i-wireless will explain that if the subscriber moves, they must provide their new address to the Company within 30 days of moving.¹⁷ If the subscriber has moved, i-wireless will update the duplicates database, once in place, with the information within 10 business days of receipt of the information.¹⁸

As detailed below, i-wireless' certification form will clearly explain the one-per-household requirement and all consumers must certify that they receive Lifeline support for a single subscription per household.

2. Initial and Annual Certification

i-wireless will update its initial and annual certification forms to conform to the list of requirements provided in the *Lifeline and Link Up Reform Order*, Appendix C and in accordance with C.F.R. § 54.410(d), as amended.¹⁹ i-wireless' Lifeline certification forms, a draft sample of which is attached as Exhibit 4, will require each prospective subscriber to provide the following information:

- (i) The subscriber's full name;
- (ii) The subscriber's full residential address;
- (iii) Whether the subscriber's residential address is permanent or temporary;
- (iv) The subscriber's billing address, if different from the subscriber's residential address;
- (v) The subscriber's date of birth;
- (vi) The last four digits of the subscriber's social security number, or the subscriber's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a social security number;
- (vii) If the subscriber is seeking to qualify for Lifeline under the program-based criteria,

¹⁶ *See id.* If and when this 90-day recertification of temporary addresses requirement is approved, the Company will attempt to verify a temporary address every 90 days and will de-enroll any Lifeline customer who fails to respond to the Company's attempts within 30 days. However, as of the date of filing of this supplement, this requirement has not been approved. In fact, on April 13, 2012, the Office of Management and Budget (OMB) invoked the Paperwork Reduction Act (PRA) to prevent this requirement from going into effect.

¹⁷ *See id.* at ¶ 85.

¹⁸ *See id.*

¹⁹ *See id.* at pp. 227-29.

as set forth in § 54.409, the name of the qualifying assistance program from which the subscriber, his or her dependents, or his or her household receives benefits; and
(viii) If the subscriber is seeking to qualify for Lifeline under the income-based criterion, as set forth in § 54.409, the number of individuals in his or her household.

The certification forms will also explain in clear, easily understandable language that:

- (i) Lifeline is a federal benefit;
- (ii) Lifeline service is available for only one line per household;
- (iii) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses;
- (iv) households are not permitted to receive benefits from multiple providers;
- (v) that violation of the one-per-household requirement would constitute a violation of the FCC's rules and would result in the consumer's de-enrollment from the program, and potentially, prosecution by the United States government; and
- (vi) a Lifeline subscriber may not transfer his or her service to any other individual, including another eligible low-income consumer.

i-wireless has modified the certifications listed in its Compliance Plan to better address the requirements of the *Lifeline and Link Up Reform Order*.

Applicants will also be required to initial a number of disclosure statements intended to ensure that the applicant understands applicable eligibility requirements. Consumers who do not complete the application process in person must return the signed application and support documentation to the Company by mail, fax, email or other electronic transmission. The Company will accept electronic signatures, including Interactive Voice Response (IVR) recordings, that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 USC 7001-7006.²⁰

The Company will primarily enroll Lifeline applicants in person at Kroger-owned stores. When a prospective customer applies in store, Company personnel will ask to see a government issued ID and will validate the address via a USPS/Melissa Database and simultaneously input the name/address combination into a third party duplicates database (currently CGM, LLC's aggregate

²⁰ See *id* at ¶ 168.

database) to confirm that the applicant is not already receiving a Lifeline subsidy from i-wireless or any other CGM client. In cases where an eligibility database exists, store personnel will contact the Company's internal group dedicated to verifying eligibility who will query the database and either approve or deny the applicant. In states where eligibility databases are not available, Company personnel will request to see the applicant's proof of participation in one of the Lifeline eligible programs or proof that their annual household income is at or below 135% of the federal poverty guidelines. i-wireless' Lifeline application contains an "Office Use Only" section, which must be completely filled out and signed by Company personnel in order to record information about the specific documentation reviewed as part of the eligibility verification process. Eligibility documents are returned to the customer after review. Finally, i-wireless personnel will verbally explain the certifications to consumers before they initial the required disclosure statements and sign the application. Once the Lifeline application is complete, it is scanned into the Company's database. Upon successful completion of the certification process, the customer is allowed to choose a service plan and receive their free phone in store. In instances where eligibility databases cannot be accessed in real-time, i-wireless will mail the phone to the customer once verification of eligibility is complete. The customer's account is then activated upon the customer's personal initiation or actual use of the phone.

i-wireless may also enroll customers at community events, in which case the protocol for signing up customers closely resembles the process in store. Company employees, agents or representatives are able to access necessary databases (USPS/Melissa, duplicates database, eligibility databases) to verify eligibility, and, when required, can personally review eligibility based on proof of income or program participation. Company personnel are able to verbally review the required disclosures with applicants and obtain the completed application form in person. Phones

are delivered upon successful completion of the certification process, as detailed above.

With respect to those enrolling via the phone, Company personnel are able to verbally explain the Lifeline program and its eligibility requirements, including required information and disclosures, as well as collect and input electronically the application form information and obtain the applicant's signature via IVR. The Company then has the information needed to qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). Upon receipt of copies of the applicant's proof documentation, if applicable, and government-issued ID, i-wireless is able to complete the eligibility verification process, destroy copies of proof documentation, and deliver phones to eligible customers by mail.

When enrolling via the Internet, prospective customers will be able to fill out an application form online and sign electronically. i-wireless will highlight the certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.²¹ The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). Upon receipt of copies of the applicant's proof documentation, if applicable, and government-issued ID, i-wireless is able to complete the eligibility verification process, destroy copies of proof documentation, and deliver phones to eligible customers by mail.

Prior to enrolling a new subscriber, i-wireless will check the eligibility of low-income consumers first by accessing state or federal social services electronic eligibility databases, where available.²² If a database is used to establish eligibility, i-wireless will not require documentation of the consumer's participation in a qualifying federal program; instead, i-wireless or its representative will note in its records what specific data was relied upon to

²¹ See *Lifeline and Link Up Reform Order* at ¶ 123.

²² See *id* at ¶ 97.

confirm the consumer's initial eligibility for Lifeline.²³ However, in states where there is no state administrator, the state commission or other state agency is not making eligibility determinations, and there is no automated means for i-wireless to check electronic databases for eligibility, i-wireless will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.²⁴ As agreed to in its Compliance Plan, i-wireless will require acceptable documentation both for income eligibility and for program eligibility. The Company will not retain copies of the documentation but rather will establish policies and procedures to review such documentation and keep accurate records detailing how the consumer demonstrated his or her eligibility.²⁵ i-wireless understands that it may permit agents or representatives to review documentation of consumer program eligibility for Lifeline, and in such cases i-wireless remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.²⁶

i-wireless provides employees, agents, and representatives with training designed to give them an understanding of Lifeline program requirements and permit them to review customer documentation and determine whether it is sufficient to establish a customer's eligibility to participate in the Lifeline program under the FCC's rules. No Company employee, agent, or representative may accept a Lifeline application unless he or she has first completed this training program and demonstrated an understanding of the underlying material. Among other things, the Lifeline program training discusses the Company's Lifeline application form (see Exhibit 4) on a section-by-section basis. The training explains what sections of the form must be completed by the

²³ See *id* at ¶ 98.

²⁴ See *id* at ¶ 99.

²⁵ See *id* at ¶ 101.

²⁶ See *id* at ¶ 110.

customer and reviews the form disclosures in detail, to facilitate the ability of Company personnel to explain each item contained therein and answer any customer questions.

3. Annual Re-Certification

In its Compliance Plan, i-wireless committed to annually notify each participating Lifeline consumer prior to their service anniversary date that they must confirm their continued eligibility in accordance with the applicable requirements in order to continue receiving the Company's Lifeline service. i-wireless hereby clarifies its annual recertification procedures so that they align with the requirements set forth in the *Lifeline and Link Up Reform Order*. i-wireless understands that it must re-certify the eligibility of its entire Lifeline subscriber base as of June 1, 2012 by the end of 2012 and report the results to USAC by January 31, 2013, and the Company may elect to perform this re-certification on a rolling basis throughout the year.²⁷ i-wireless will annually re-certify the continued eligibility of all of its subscribers by contacting them—either in person, in writing, by phone, by text message, by email, or otherwise through the Internet—to confirm their continued eligibility.²⁸ The re-certification notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact i-wireless. i-wireless will obtain a signed certification from the subscriber that meets the certification requirements of 47 C.F.R. § 54.410(d), as amended, as detailed in section III.A.2 above. The Company will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. i-wireless understands that such certifications may be obtained through a written format, an IVR system, or a text message, and will use one or more of such options for its certifications.²⁹

²⁷ See *id* at ¶ 130.

²⁸ See *id*.

²⁹ See *id* at ¶ 132.

Alternatively, where a database containing consumer eligibility data is available, i-wireless (or state agency or third-party, where applicable) will instead query the database and maintain a record of what specific data was used to re-certify eligibility and the date of re-certification. If a subscriber's address cannot be verified through the state data, i-wireless will contact the subscriber every year during the annual certification process to obtain a valid address.³⁰ i-wireless is aware that after 2012 the Company may elect to have USAC administer the self-certification process on the Company's behalf.³¹

i-wireless will certify its compliance with FCC rules on an annual Lifeline eligible telecommunications carrier certification form and when submitting FCC Forms 497 to USAC for reimbursement. As part of i-wireless' submission of re-certification data pursuant to 47 C.F.R. § 54.416, an officer of the Company will certify annually to USAC:

(1) that the Company has procedures in place to review consumers' documentation of income-and program-based eligibility. In instances where the Company confirms consumer eligibility by relying on official program eligibility data, such as a state or federal database, an officer of the Company will attest to what data the Company uses to confirm consumer eligibility in each state, and

(2) that the Company is in compliance with all federal Lifeline certification procedures.³²

B. Other Reforms to Eliminate Waste, Fraud and Abuse

As detailed in its Compliance Plan, i-wireless has implemented enrollment procedures designed to prevent subsidies for duplicate, ineligible, or inactive subscribers. i-wireless shares the

³⁰ See *id* at ¶ 131.

³¹ See *id* at ¶ 133.

³² See *id* at ¶ 126-27.

Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein and in its Compliance Plan, with the belief that the procedures it will implement will prevent Company customers from engaging in such abuse of the program, inadvertently or intentionally.

1. National Lifeline Accountability Database

i-wireless will participate in the National Lifeline Accountability Database, once it is established. As required by the *Lifeline and Link Up Reform Order*, i-wireless will provide to the database subscriber name, address, phone number, the last four digits of Social Security number, date of birth, Lifeline service initiation and de-enrollment date (when applicable), and amount of federal Lifeline support being sought for that subscriber.³³ i-wireless will provide the information listed above for existing subscribers within 60 days of FCC notice that the database is capable of accepting subscriber information.³⁴

Furthermore, on its certification form, i-wireless will obtain acknowledgement and consent from each of its subscribers that is written in clear, easily understandable language that the subscriber's name, telephone number, and address will be divulged to USAC (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit.³⁵

Within 30 days following FCC notice that the database is capable of accepting queries, i-wireless will query the database to check to see if a prospective subscriber is already receiving service from another ETC at a residential address prior to seeking reimbursement from the

³³ See *id* at ¶ 189.

³⁴ See *id* at ¶ 190.

³⁵ See *id*, Appendix C.

Fund.³⁶

2. Subscriber Usage

i-wireless will not seek reimbursement from the USF for new subscribers until they have personally activated the service, either by initiation and/or actual use of the service by the subscriber. Furthermore, as set forth in its Compliance Plan, i-wireless will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.³⁷ i-wireless will notify its subscribers at service initiation via the certification form and via script that is reviewed with every customer about the non-transferability of the phone service, its usage requirements, and the de-enrollment and deactivation that will result following non-usage in any 60-day period of time.³⁸ An account will be considered active if during any 60-day period the authorized subscriber does at least one of the following: makes a monthly payment; purchases minutes from the Company to add to an existing pre-paid Lifeline account; completes an outbound call; answers an incoming call from anyone other than the Company, its representative, or agent; sends an outbound text message; initiates data usage; or affirmatively responds to a direct contact from the Company confirming that he or she wants to continue.³⁹ i-wireless utilizes tracking software to notify the customer if the customer has not used their service for more than 30 or 60 consecutive days. Furthermore, a third party contractor validates i-wireless' subsidy data to prevent a subsidy request for customers that are inactive under the Company's non-usage policy.⁴⁰ After notification, if the customer fails to use the phone, it is automatically de-enrolled pursuant to the procedures

³⁶ See *id* at ¶ 203.

³⁷ See *id* at ¶ 257.

³⁸ See *id*.

³⁹ See *id* at ¶ 261.

⁴⁰ CGM, LLC is currently i-wireless' third party contractor.

outlined in section III.C below. i-wireless will continue to comply with applicable public safety, including transmitting 911 calls to the appropriate PSAP even if the Company is no longer providing Lifeline service to a consumer.⁴¹

3. Marketing & Outreach

i-wireless will implement the measures outlined in its Compliance Plan to help ensure that only eligible consumers enroll in the program and that those consumers are fully informed of the limitations of the program, so as to prevent duplicative or otherwise ineligible service as well as other forms of waste, fraud, and abuse. In addition, i-wireless will explain in clear, easily understood language substantially the following disclosures in all marketing materials related to the supported service: (1) that only eligible consumers may enroll in the program, (2) that the program is limited to one benefit per household, consisting of either wireline or wireless service; and (3) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses; and (4) that Lifeline is a government benefit program. i-wireless will prepare printed collateral that will explain the documentation necessary for enrollment, and the details of i-wireless' plans, and will provide such information on its website. Such collateral and website information, as well as its application, will make clear that consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.⁴² For broadcast advertisements and outdoor signs, and any other situation in which inclusion of documentation information and warnings against willful false statements are not practicable, i-wireless will include the URL link for the information disclosure page on its website.

⁴¹ See *Lifeline and Link Up Reform Order* at ¶ 262. 911 transmission will actually be performed by i-wireless' underlying facilities-based CMRS provider.

⁴² See *Lifeline and Link Up Reform Order* at ¶ 275.

Additionally, i-wireless will disclose the company name under which it does business, “Access Wireless.”⁴³

4. Audits

The *Lifeline and Link Up Reform Order* requires ETCs that draw \$5 million or more in the aggregate on an annual basis from the low-income program, as determined on a holding company basis taking into account all operating companies and affiliates, to hire an independent licensed certified public accounting firm to conduct a biennial audit according to government accounting standards to assess the ETC’s overall compliance with the program’s requirements.⁴⁴ i-wireless will comply with this requirement if and when it is approved, including applicable rules regarding the dissemination of audit findings to the FCC, USAC, and relevant state and Tribal governments within 30 days upon issuance.⁴⁵

C. De-Enrollment

i-wireless will de-enroll consumers from the Company’s Lifeline program in the following instances, according to C.F.R. § 54.405(e):

Ineligibility. Any subscriber who indicates that he or she is receiving more than one Lifeline-supported service per household, or neglects to make the required one-per-household certification on his or her certification form, will be de-enrolled from Lifeline pursuant to the process for resolving duplicative Lifeline subscriptions described in section 54.405(e)(2).⁴⁶ If a customer does not respond to the Company’s annual verification survey within 30 days, or if i-wireless has reasonable basis to believe that the subscriber no longer meets the Lifeline-

⁴³ See *id.*

⁴⁴ See *id.* at ¶ 291.

⁴⁵ See *id.* at ¶ 294. As of the date of filing of this supplement, the audit requirement has not been approved. In fact, on April 13, 2012, the OMB invoked the PRA to prevent this audit requirement from going into effect.

⁴⁶ See *id.* at ¶ 122.

qualifying criteria (including instances where a subscriber informs the Company or the state that he or she is ineligible for Lifeline), i-wireless will provide a written notice of impending service termination to the subscriber and then give the subscriber 30 days after the date of the letter to demonstrate that his or her Lifeline service should not be terminated.⁴⁷ Similarly, i-wireless will de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.⁴⁸

Duplicative Support. i-wireless will de-enroll a subscriber within 5 business days if the Company is informed by USAC that the subscriber is receiving Lifeline service from another ETC or that more than one member of a subscriber's household is receiving Lifeline service.

Non-Usage. i-wireless will de-enroll any subscriber that has not used the Company's Lifeline service for 60 consecutive days, as discussed in section III.B.2 above. i-wireless will provide the subscriber 30 days' notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within the 30-day notice period will result in service termination for non-usage; such notice may be initiated after 30-days of non-usage. i-wireless will update the national database, once in place, within one business day of de-enrolling a subscriber for non-use and will submit a non-usage de-enrollment report annually to USAC.⁴⁹

D. Additional Rule Amendments

1. Terms and Conditions of Service

i-wireless attached to its Petition its Lifeline terms and conditions of service. These terms and conditions are subject to change as needed, and the most current version may be found at www.accesswireless.com. The terms and conditions of i-wireless' retail plans, as generally

⁴⁷ *See id.* In states that have dispute resolution procedures applicable to Lifeline termination, i-wireless will comply with the state requirements.

⁴⁸ *See Lifeline and Link Up Reform Order* at ¶ 89.

⁴⁹ *See id.* at ¶ 257.

available to the public and to which i-wireless' Lifeline customer can apply their Lifeline discount, can be found at www.iwirelesshome.com.

2. Reporting Requirements

i-wireless will report all information required by section 54.422, including as it may heretofore be amended. This includes the names of the Company's holding company, operating companies and affiliates, and any branding ("doing-business-as company" or brand designation), and provide to the FCC and USAC general information regarding the terms and conditions of the Lifeline plans for voice telephony service offered specifically for low income consumers through the program offered during the previous year, including the number of minutes provided, and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.⁵⁰

3. Reimbursement from USAC

In seeking reimbursement for Lifeline, i-wireless will comply with the requirements of CFR § 54.407, as revised by the *Lifeline and Link Up Reform Order*.⁵¹ i-wireless will certify when seeking reimbursement that the Company has obtained a valid certification form for each consumer for whom the Company seeks Lifeline reimbursement,⁵² and the Company will seek reimbursement for actual lines served, not projected lines.⁵³

⁵⁰ See *id.* at ¶ 296, 390. Section 153 of the Communications Act defines "affiliate" as "a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. i-wireless is 50% owned by The Kroger Co. and 50% owned by Genie Global Inc. i-wireless is registered under its Company name, i-wireless, LLC with the Secretary of States in the states where it provides wireless services, with the exception of the states in which the Company name was not available (Connecticut, Florida, Illinois, Kentucky, Maryland, Minnesota, Ohio, Rhode Island and Wisconsin); in those states, the Company is registered with the Secretary of States under the assumed name of K-Wireless, LLC. i-wireless' Lifeline service is provided under the brand name Access Wireless.

⁵¹ See *Lifeline and Link Up Reform Order* page 221.

⁵² See *id.* at ¶ 128.

⁵³ See *id.* at ¶ 302.

4. Financially and Technically Capability

i-wireless is financially and technically capable of providing Lifeline-supported services.⁵⁴ i-wireless is 50% owned by Kroger, the nation's largest grocery retail chain and the second largest retailer overall. i-wireless has been in business for 6 years and already successfully provides wireless services throughout the United States, including Lifeline services in 16 states. i-wireless has not been subject to enforcement action or ETC revocation proceedings in any state. i-wireless is financially able to provide Lifeline-supported services; the Company does not, and does not intend to, offer exclusively Lifeline-supported services—and is therefore not exclusively dependent on universal service support for its revenue. Furthermore, the senior management of i-wireless has great depth in the telecommunications industry and offers extensive telecommunications business technical and managerial expertise to the Company.⁵⁵ i-wireless will be providing resold wireless service, and therefore will also rely upon the managerial and technical expertise of its underlying carrier.

5. Section 54.202 Certifications

i-wireless certifies the following in accordance with newly amended C.F.R. § 54.202(a): (1) i-wireless will comply with the service requirements applicable to the support that it receives; (2) i-wireless is able to remain functional in emergency situations, as detailed in its Petition; (3) As detailed in its Petition, i-wireless will satisfy applicable consumer protection and service quality standards.

⁵⁴ See *id* at ¶ 387.

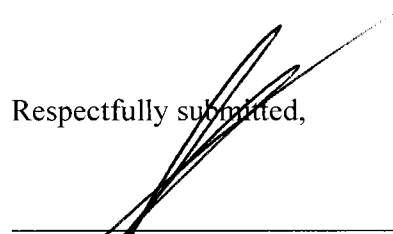
⁵⁵ See Exhibit 5 for key management resumes.

VI. CONCLUSION

i-wireless respectfully submits that there should be no remaining impediment to prompt approval of the Company's request for ETC designation in Washington and such designation accords with the requirements of Section 214(e)(2) of the Act and is in the public interest.

WHEREFORE, i-wireless respectfully requests that the Commission promptly designate i-wireless as an ETC in the State of Washington solely for purposes of participating in the Lifeline program.

Respectfully submitted,



Lance J.M. Steinhart
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(770) 232-9208 (Fax)
lsteinhart@telecomcounsel.com (Email)

Attorney for i-wireless, LLC

July 20, 2012

EXHIBIT 1

Certification of Paul McAleese, CEO of i-wireless, LLC

State of Kentucky)

County of Campbell)

Certification

Personally appeared before the undersigned, an officer duly authorized to administer oaths, Paul McAleese, who first being duly sworn, deposes and states that he is the CEO of i-wireless, LLC, and hereby certifies the information contained in the foregoing Supplement is true to the best of his knowledge and belief:

Dated: 7/19/2012



Paul McAleese, CEO

Subscribed and sworn to before me this 19th day of July, 2012.

(Notary Seal)



(Signature of person authorized to administer oath)

My Commission Expires: 8-29-2015

EXHIBIT 2

Revised ILEC List

i-wireless, LLC
Areas for Eligible Telecommunications Carrier Designation

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
ASOTIN TELEPHONE CO.	
	ANATONE
	ASOTIN
CENTURYTEL OF COWICHE, INC.	
	COWICHE
	RIMROCK
	TIETON
CENTURYTEL OF INTER-ISLAND, INC.	
	BLAKELY ISLAND
	EAST SOUND
	FRIDAY HARBOR
	LOPEZ
CENTURYTEL OF WASHINGTON, INC.	
	AMES LAKE
	ARLETTA
	ASHFORD
	BASIN CITY
	CARNATION
	CATHLAMET
	CHENEY
	CHINOOK
	CONNELL
	COULEE CITY
	CURTIS
	EDWALL-TYLER
	ELTOPIA
	EUREKA
	FALL CITY
	FORKS
	GIG HARBOR
	HARRINGTON
	HUMPTULIPS
	KAHLOTUS
	KETTLE FALLS
	KINGSTON

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	LAKEBAY
	LIND
	MATHEWS CORNER
	MCCLEARY
	MEDICAL LAKE
	MESA
	MONTESANO
	MORTON
	NORTH BEND
	OCEAN PARK
	OCOSTA
	ODESSA
	ORTING
	OTHELLO
	PACKWOOD
	PUGET ISLAND
	RANDLE
	REARDAN
	RITZVILLE-BENGE
	SOUTH PRAIRIE
	SPANGLE
	SPRAGUE
	TWISP
	VADER
	VASHON
	WASHTUCNA
	WILSON CREEK
ELLENSBURG TELEPHONE CO.	
	ELLENSBURG
FRONTIER COMMUNICATIONS NORTHWEST INC.	
	ACME-DEMING-WHATCOMCTY
	ALGER
	ANACORTES
	ARLINGTON
	BENTON CITY
	BIG LAKE
	BLAINE-BIRCH BAY-GTLD
	BOTHELL

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	BURLINGTON
	CAMAS-WASHOUGAL
	CASHMERE
	CHELAN
	CONCRETE
	CONWAY
	CUSTER-GTLD
	DEMING-WHATCOMCTY
	EDISON
	ENTIAT
	EVERETT
	EVERSON-GTLD
	FAIRFIELD
	FERNDALE-GTLD
	GARFIELD
	GEORGE
	GRANITE FALLS
	GRAYLAND
	HALLS LAKE
	KENNEWICK
	KIRKLAND
	LA CONNER
	LATAH
	LAUREL-WHATCOMCTY
	LEAVENWORTH
	LYMAN-HAMILTON
	LYNDEN
	MANSFIELD
	MAPLE FALLS
	MARBLEMOUNT
	MARYSVILLE
	MONROE
	MOUNT VERNON
	NACHES
	NEWPORT
	NILE
	OAK HARBOR
	PALOUSE
	PULLMAN

INCUMBENT LOCAL EXCHANGE CARRIER	EXCHANGE
	QUINCY
	RICHLAND
	RICHMOND BEACH
	ROCKFORD
	ROSALIA
	SEDRO WOOLLEY
	SEDRO WOOLLEY-CONTEL
	SILVER LAKE
	SKYKOMISH
	SNOHOMISH
	SOAP LAKE
	STANWOOD
	STEVENS PASS
	SULTAN
	SUMAS-GTLD
	TEKOA
	WATERVILLE
	WENATCHEE
	WESTPORT
HOOD CANAL TELEPHONE CO.	
	UNION
INLAND TELEPHONE CO.	
	DEWATO
	PRESCOTT
	ROSLYN
	UNION TOWN
KALAMA TELEPHONE CO.	
	KALAMA
LEWIS RIVER TELEPHONE CO., INC.	
	LA CENTER
MASHELL TELECOM, INC.	
	EATONVILLE
MCDANIEL TELEPHONE CO.	
	MOSSYROCK
	ONALASKA

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	SALKUM
PIONEER TELEPHONE CO.	
	ENDICOTT
QWEST CORPORATION	
	ABERDEEN-HOQUIAM
	AUBURN
	BAINBRIDGE ISLAND
	BATTLE GROUND
	BELFAIR
	BELLEVUE
	BELLINGHAM-GTLD
	BLACK DIAMOND
	BREMERTON
	BUCKLEY
	CASTLE ROCK
	CENTRALIA
	CHEHALIS
	CLE ELUM
	COLFAX
	COLVILLE
	COPALIS
	DEER PARK
	DES MOINES
	EASTON
	ELK
	ENUMCLAW
	EPHRATA
	GRAHAM
	GREEN BLUFF
	HOODSPORT
	ISSAQUAH
	KENT
	LIBERTY LAKE
	LONGVIEW-KELSO
	LOON LAKE
	MAPLE VALLEY
	MOSES LAKE
	NEWMAN LAKE

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	OLYMPIA
	OTHELLO
	PATEROS
	PORT ANGELES
	PORT LUDLOW
	PORT ORCHARD
	PORT TOWNSEND
	PUYALLUP
	RENTON
	RIDGEFIELD
	ROCHESTER
	ROY
	SEATTLE
	SEQUIM
	SHELTON
	SILVERDALE
	SPOKANE
	SPRINGDALE
	SUMNER
	TACOMA
	TACOMA WAVERLY
	VANCOUVER
	WAITSBURG
	WARDEN
	WINLOCK
	YAKIMA
ST. JOHN TELEPHONE CO.	
	ST JOHN
TENINO TELEPHONE CO.	
	TENINO
TOLEDO TELEPHONE CO., INC.	
	TOLEDO
UNITED TELEPHONE - NORTHWEST	
	CHIMACUM-CENTER
	COLUMBIA
	DALLESPORT
	GOLDENDALE

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	GRANDVIEW
	GRANGER
	HARRAH
	HOOD CANAL
	LYLE
	MABTON-BICKLETON
	MATTAWA
	PATERSON
	PORT ANGELES-GARDINER
	POULSBO
	PROSSER
	ROOSEVELT
	STEVENSON
	TOPPENISH-ZILLAH
	TROUT LAKE
	WAPATO
	WHITE SALMON
	WHITE SWAN
	WHITSTRAN
	WILLARD
WESTERN WAHKIAKUM COUNTY TELEPHONE CO.	
	GRAYS RIVER
	NASELLE
WHIDBEY TELEPHONE CO.	
	POINT ROBERTS
	SOUTH WHIDBEY
YCOM NETWORKS, INC.	
	YELM

EXHIBIT 3

Revised Lifeline Plan Summary

i-wireless, LLC's Lifeline Rates (Non-Tribal)

Option 1: Lifeline 150 Minutes Plan*

150 anytime minutes per month
(additional usage priced at 10 cent minutes and 10 cent text messages)
Net cost to Lifeline customer: **\$0**

**includes:*

- Free handset
- Free Voicemail, Caller-ID, and call waiting
- Free incoming text messages
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free balance inquiries
- Unused minutes roll over to following month (up to 3000)
- Customer can earn additional free minutes through Kroger Free Minute Loyalty Program

Option 2: Lifeline 250 Minutes Plan*

250 anytime minutes per month
(additional usage priced at 10 cent minutes and 10 cent text messages)
Net cost to Lifeline customer: **\$0**

**includes:*

- Free handset
- Free Voicemail, Caller-ID, and call waiting
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free balance inquiries

***additional charges apply for:*

- incoming text messages (charge per text: 10 cents; one text message decrements one minute of use)

****additional restrictions:*

- Minutes cannot be rolled over to next month
- Customer not eligible to earn additional free minutes through Kroger Free Minute Loyalty Program

i-wireless, LLC's Lifeline Rates (Non-Tribal) - Continued

Option 3: Lifeline Retail Discount Plan*

Lifeline eligible customers may choose any i-wireless monthly retail plan (excluding text only plans) at a discount, currently \$15. The following retail monthly plans are available:

Talk Plans (monthly)

- 200 anytime minutes, unlimited text messages, and 200 megabytes of data (web browsing and e-mail on capable phones) (additional usage priced at 10 cent minutes)
Net cost to Lifeline customer: **\$10** (plus applicable taxes and fees)
- 1,000 minutes, unlimited text messages and 500 megabytes of data (web browsing and e-mail on capable phones) (additional usage priced at 10 cent minutes)
Net cost to Lifeline customer: **\$25** (plus applicable taxes and fees)
- Unlimited talk (10 cents per text message; data packs sold separately starting at \$5 or customers may pay by the megabyte)
Net cost to Lifeline customer: **\$25** (plus applicable taxes and fees)
- Unlimited talk, unlimited text messages and 2.5 gigabytes of data (web browsing and e-mail on capable phones)
Net cost to Lifeline customer: **\$45** (plus applicable taxes and fees)

**includes:*

- Free handset
- Free Voicemail, Caller-ID and call waiting
- Free incoming text messages
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free balance inquiries
- Unused minutes roll over to following month (up to 1500)
- Customer can earn additional free minutes through Kroger Free Minute Loyalty Program

i-wireless, LLC's Lifeline Rates (Tribal)

Option 1: Lifeline Unlimited Talk*

Unlimited monthly voice usage

(outgoing text messages priced at 10 cents per message, data usage priced at \$1.00 per megabyte and billed in 500 kilobyte increments)

Net cost to Tribal Lifeline customer: **\$0**

Option 2: Lifeline Retail Discount Plan*

Lifeline eligible tribal customers may choose any i-wireless monthly retail plan (excluding text only plans) at a discount, currently \$40. The following retail monthly plans are currently available:

Talk Plans (monthly)

- 1,000 minutes, unlimited text messages and 500 megabytes of data (web browsing and e-mail on capable phones) (additional usage priced at 10 cent minutes)
Net cost to Lifeline customer: **\$0** (plus applicable taxes and fees)
- Unlimited talk, unlimited text messages and 2.5 gigabytes of data (web browsing and e-mail on capable phones)
Net cost to Lifeline customer: **\$20** (plus applicable taxes and fees)

****Both Options includes:***

- Free handset
- Free Voicemail, Caller-ID, and call waiting
- Free incoming text messages
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free balance inquiries
- Unused minutes roll over to following month (up to 1500)
- Customer can earn additional free minutes through Kroger Free Minute Loyalty Program

EXHIBIT 4

Sample Lifeline Certification Form

This signed authorization is required in order to enroll you in the Lifeline Program in your state. This authorization is only for the purpose of verifying your participation in these programs and will not be used for any purpose other than for the Lifeline program. Service requests will not be processed until this form has been received and verified by Company. I authorize the company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program.

Things to know about the Lifeline Program:

- (1) Lifeline is a federal benefit.
- (2) Lifeline Service is available for only one line per household. A household cannot receive benefits from multiple providers; and
- (3) A household is defined, for purposes of the Lifeline Program, as any individual or group of individuals who live together at the same address and share income and expenses.

Applicant Information:

First Name: _____ MI: _____ Last Name: _____ Date of Birth: Month ___ Day ___ Year _____

Social Security Number or Tribal ID Number (Last 4 digits): _____ Contact Telephone Number: _____

Residence Address (No P.O. Boxes, Must be your principal address): This address is Permanent Temporary Multi-Household

_____ APT/ Floor/ Other _____ City: _____ State: _____ ZIP Code: _____

Billing Address (May Contain a P.O. Box) _____ APT/ Floor/ Other _____ City: _____ State: _____ ZIP Code: _____

_____ I hereby certify that I participate in at least one of the following programs: (Check all that apply)

Initial Here

- _____ Supplemental Nutrition Assistance Program (SNAP)
- _____ Supplemental Security Income (SSI)
- _____ Federal Public Housing Assistance
- _____ Low- Income Home Energy Assistance Program (LIHEAP)
- _____ National School Lunch Program (free program only)
- _____ Temporary Assistance for Needy Families (TANF)
- _____ Medicaid

_____ I certify that my household income is at or below 135% of the Federal Poverty Guidelines (FPG). There are _____ individuals in my household.

Initial Here

FOR OFFICE USE ONLY:

Company Representative: _____

Documentation Verified (description): _____

Representative Signature: _____

Date: _____

Is this a multi- family dwelling? _____

You must provide documented proof of your participation in the above programs or your income.

I certify, under penalty of perjury: *(Initial by Each Certification)*

- _____ (1) The information contained in my application remains true and correct to the best of my knowledge and I acknowledge that willfully providing false or fraudulent information to receive Lifeline benefits is punishable by law and may result in me being barred from the program.
- _____ (2) I am a current recipient of the program checked above, or have an annual household income at or below 135% of the Federal Poverty Guidelines.
- _____ (3) I have provided documentation of eligibility if required to do so.
- _____ (4) I understand that I and my household can only have one Lifeline-supported telephone service. Access Wireless has explained the one-per household requirement. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the Lifeline program, and could result in criminal prosecution by the United States Government.
- _____ (5) I attest to the best of my knowledge, that I and no one in my household is receiving a Lifeline-supported service from any other land line or wireless company such as Safelink, Assurance, or Reachout Wireless.
- _____ (6) I understand my Access Wireless Lifeline service is non-transferable. I may not transfer my service to any individual, including another eligible low-income consumer.
- _____ (7) I understand that if my service goes unused for sixty (60) days, my service will be terminated; I will be notified thirty (30) days before termination, during which period I may use the service or contact Access Wireless to confirm that I want to continue receiving their service.
- _____ (8) I will notify Access Wireless within thirty (30) days if I no longer qualify for Lifeline. I understand this requirement and may be subject to penalties if I fail to notify my phone company. Specifically, I will notify my company if my household:
 - (1) ceases to participate in the above federal or state program, or my annual household income exceeds 135% of the Federal Poverty Guidelines.
 - (2) is receiving more than one Lifeline supported service;
 - (3) no longer satisfies the criteria for receiving Lifeline support.
- _____ (9) I will notify Access Wireless within thirty (30) days of moving. Additionally, if my address listed above is a temporary address, I understand that I must verify my address with Access Wireless every ninety (90) days. If I fail to respond to Access Wireless' address verification attempts within thirty (30) days, my Access Wireless Lifeline service may be terminated.
- _____ (10) Access Wireless has explained to me that I am required each year to re-certify my continued eligibility for Lifeline. If I fail to do so within thirty (30) days, it will result in the termination of my Access Wireless Lifeline service.
- _____ (11) I authorize and understand that Access Wireless may provide to state and Federal agencies, as required by law, for the purposes of complying with the Lifeline program all the information related to my account including but not limited to my name, date of birth, social security, usage history, address and phone number.
- _____ (12) I understand that my name, telephone number, date of birth, last four digits of my social security number, and address will be divulged to the Universal Service Administrative Company (USAC) and/or its agents for the purpose of verifying that I do not receive more than one Lifeline subsidy.
- _____ (13) I understand that if USAC identifies I am receiving more than one Lifeline subsidy, all carriers involved may be notified so that I may select one service and be de-enrolled from the other.

APPLICANT'S SIGNATURE

DATE

EXHIBIT 5

Key Management Resumes

Paul McAleese

Paul McAleese, CEO and co-founder of i-wireless, LLC, has 20 years of experience in the wireless telecommunications industry.

In 2005, Mr. McAleese co-founded i-wireless LLC, a privately held company with 51-200 employees. i-wireless is the private-label wireless service sold exclusively within the Kroger family of stores. As one of the nation's largest grocery retail chains, Kroger operates over 2500 stores under two dozen local banner names including: Kroger, Ralphs, Fred Meyer, Food4Less, Fry's, King Soopers, Smith's, Dillons, and QFC.

Unique among US wireless operators, i-wireless offers Kroger customers the ability to earn Free Minutes loyalty rewards on their i-wireless phone when they use their Shopper's card on qualifying purchases, potentially eliminating their cell phone bill altogether.

i-wireless is proud to count amongst its investors Spark Capital, Sprint, and the Kroger Company.

CEO and co-founder

i-wireless LLC

July 2005 - Present (6 years 8 months)

Chief Marketing Officer

Cincinnati Bell

January 2004 - July 2005 (1 year 7 months)

General Manager, Consumer Markets

O2 PLC, London

June 1998 - December 2003 (5 years 7 months)

Vice-President, Consumer Marketing & Sales Rogers Wireless August 1992 - May 1998 (5 years 10 months)

John Willis

John Willis is Chief Operating Officer of i-wireless LLC, a privately held company with 51-200 employees. i-wireless is the private-label wireless service sold exclusively within the Kroger family of stores. As one of the nation's largest grocery retail chains, Kroger operates over 2500 stores under two dozen local banner names including: Kroger, Ralphs, Fred Meyer, Food4Less, Fry's, King Soopers, Smith's, Dillons, and QFC.

Prior to his role as COO, Mr. Willis served as Vice President of Operations for i-wireless, LLC. Before joining i-wireless, LLC in 2006, Mr. Willis served as Director at Cincinnati Bell and Manager at Verizon Wireless.