

Expert Telecom Compliance, Inc.
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July 3, 2018

VIA ELECTRONIC DELIVERY

Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, KS 66604-4027
(785) 271-3100

Re: Docket No. 18-GIMT-394-GIT; Annual Certification
i-wireless, LLC

Dear Sir/Madam:

Enclosed please find for filing in the above referenced docket i-wireless, LLC's Eligible Telecommunications Carrier Annual Certification.

If you have any questions regarding this filing, please contact me at 678-672-2831 or etc@telecomcounsel.com.

Respectfully submitted,

/s/ Victoria Martin

Victoria Martin, Regulatory Specialist
Expert Telecom Compliance, Inc.

Attachments

BEFORE THE KANSAS CORPORATION COMMISSION

In the Matter of Certification of Compliance)	
with Section 254(e) of the Federal)	
Telecommunications Act of 1996 and)	Docket No. 18-GIMT-394-GIT
Certification of Appropriate Use of Kansas)	
Universal Service Fund Support)	

I-WIRELESS, LLC’S ANNUAL CERTIFICATION

i-wireless, LLC (“i-wireless”) was designated an eligible telecommunications carrier (“ETC”) by the Kansas Corporation Commission (“Commission”) for federal Universal Service Fund (“USF”) low-income support purposes in Docket No. 12-IWRZ-848-ETC by Order dated September 6, 2012. i-wireless, by its undersigned counsel, submits the following in accordance with the Order issued on April 5, 2018 in this Docket (“Order”) and Amended Order issued April 17, 2018, and respectfully requests that the Commission certify i-wireless’ continued eligibility to receive federal low income support. Attachment 6 of the Order, attached hereto as Exhibit A, is the only attachment applicable to i-wireless as a Lifeline-only ETC.

Respectfully submitted,

/s/Lance J.M. Steinhart

Lance J.M. Steinhart
Lance J.M. Steinhart, P.C.
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Attorneys for i-wireless, LLC

June 29, 2018

Exhibit A

Attachment 6

Annual ETC Certification of Requirements Imposed by the
Commission in Docket Number 06-GIMT-446-GIT

1. All ETCs must provide detailed information on any outage in the prior calendar year, as that term is defined in 47 CFR 4.5, of at least 30 minutes in duration for each service area in which an eligible telecommunications carrier is designated for any facilities it owns, operates, leases, or otherwise utilizes that potentially affect: (i) at least 10% of the end users served in a designated service area; or (ii) a 911 specialty facility as defined in 47 CFR 4.5(e).

Date and time of Onset of the Outage	Description of the Outage and its Resolution	Particular services affected	Geographic Areas Affected	Steps Taken to Prevent a Similar Situation in the Future	Number of Customers Affected

NONE

(If necessary, please provide additional pages.)

2. Please provide the number of requests for service from potential customers within the recipient's service areas that were unfulfilled during the prior calendar year. If applicable, please explain how your company attempted to provide service to those potential customers.

The Company is not aware of any unfulfilled requests for service from Lifeline eligible customers in the prior calendar year.

3. Please provide the number of complaints per 1,000 connections (fixed or mobile) in the prior calendar year.

0

4. A wireline ETC must certify that it is in compliance with the Commission's quality of service standards and a wireless ETC must certify that it is in compliance with the CTIA Code. **Please complete the following, as applicable to your company: See also Exhibit B**

QUALITY OF SERVICE WIRELINE ANNUAL CERTIFICATION

KCC Docket Reference: 06-GIMT-446-GIT

(Please type or print legibly)

1. My title is _____ of the _____
(Company/ Cooperative). In this capacity, I am in a position of authority to certify whether the Company/ Cooperative is complying with required quality of service standards. I am binding _____ (Company/Cooperative) to the statements made in this certification.

2. By this affidavit, I certify that _____ (Company/ Cooperative) is in compliance with the Commission's quality of service standards as adopted in Docket No. 191,206-U.

I certify under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct. (Pursuant to Kan. Stat. Ann. 53-601.) Executed on _____ (date).

Signature

Printed/Typed Name

QUALITY OF SERVICE WIRELESS ANNUAL CERTIFICATION

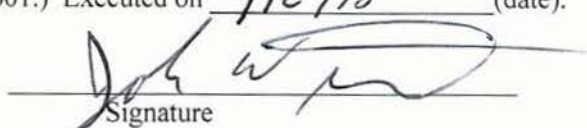
KCC Docket Reference: 06-GIMT-446-GIT

(Please type or print legibly)

1. My title is COO of i-wireless, LLC (Company/ Cooperative). In this capacity, I am in a position of authority to certify whether the Company/ Cooperative is complying with required quality of service standards. I am binding i-wireless, LLC Company/Cooperative) to the statements made in this certification.

2. By this affidavit, I certify that i-wireless, LLC Company/ Cooperative) is in compliance with the CTIA Code.

I certify under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct. (Pursuant to Kan. Stat. Ann. 53-601.) Executed on 7/2/18 (date).


Signature

John, Willis, COO

Print / Typed Name

5. Each ETC must certify that it will be able to function in an emergency as set forth in 47 CFR § 54.202(a)(2). **See also Exhibit C**

ABILITY TO FUNCTION IN AN EMERGENCY ANNUAL CERTIFICATION

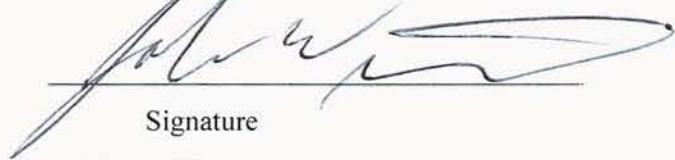
KCC Docket Reference: 06-GIMT-446-GIT

(Please type or print legibly)

1. My title is COO of i-wireless, LLC (Company/ Cooperative). In this capacity, I am in a position of authority to certify whether the Company/ Cooperative is able to function in an emergency. I am binding i-wireless, LLC (Company/Cooperative) to the statements made in this certification.

2. By this affidavit, I certify that i-wireless, LLC (Company/ Cooperative) is capable of functioning in an emergency.

I certify under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct. (Pursuant to Kan. Stat. Ann. 53-601.) Executed on 7/2/18 (date).



Signature

John Willis, COO

Printed / Typed Name

6. 47 U.S.C. § 214(e)(1)(B) requires every ETC to advertise its services throughout the service area for which it has been designated "using media of general distribution."

Please complete the following:

Name of Media	Type of Media	Geographic Areas Reached	Dates Published
SEE ATTACHED			

(If necessary, please attach additional pages.)

7. A competitive ETC must certify that it offers a local usage plan comparable to that of the incumbent. Please provide a description of the local usage plan(s) that is comparable to that of the incumbent and complete the certification.

Taking into consideration the calling scope, usage that might otherwise be considered long distance, and mobility, a consumer may indeed find i-wireless' plans comparable to the incumbent's offering. See attached Exhibit E for a summary of i-wireless' Lifeline rate plans, which also exceed incumbent offerings in several respects. In contrast to the ILEC plans, which contain relatively small local calling areas, i-wireless customers can use their minutes to place calls statewide (and even nationwide) because i-wireless does not constrict customers' use by imposing a local calling area requirement. i-wireless also provides Lifeline customers with E911 capabilities and access to voice mail, caller I.D., and call waiting features at no cost.

COMPARABLE LOCAL USAGE PLAN ANNUAL CERTIFICATION

KCC Docket Reference: 06-GIMT-446-GIT

(Please type or print legibly)

1. My title is COO of i-wireless, LLC (Company/ Cooperative). In this capacity, I am in a position of authority to certify whether the Company/ Cooperative offers a local usage plan comparable to that of the incumbent. I am binding i-wireless, LLC Company/Cooperative) to the statements made in this certification.

2. By this affidavit, I certify that i-wireless, LLC (Company/ Cooperative) offers a local usage plan comparable to that of the incumbent.

I certify under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct. (Pursuant to Kan. Stat. Ann. 53-601.) Executed on

7/2/18 (date).


Signature
John Willis, COO
Printed/Typed Name

Exhibit B

Support for Attachment 6, Quality of Service Wireless Certification

Service Quality and Consumer Protection

The Company is committed to satisfying all applicable state and federal requirements related to consumer protection and service quality standards.

The Company complies with the Cellular Telecommunications and Internet Association's (CTIA) Consumer Code for Wireless Service.

1. Disclose Rates and Terms of Service – These are fully disclosed in advertising as well as on the Company's website.
2. Make Coverage Maps Available – Coverage maps are available on the Company's website; by inputting a zip code, customers can see a map of the coverage in that area.
3. Provide contract terms – this does not apply since i-wireless does not employ contracts.
4. Allow a trial service – Since Lifeline customers receive free service, there is no commitment to the service on their part. If the service does not suit their needs, they can cancel service at any time without penalty.
5. Provide Specific Disclosure in advertising – All Company advertising, including its website, fully discloses charges and service parameters.
6. Separately Identify Carrier Charges from Tax on Billing Statements – i-wireless does not render billing statements to its prepaid customers, but for every transaction they make, service charges vs. taxes are fully described.
7. Provide Customers with the Right to Terminate Service Upon Changes to Their Contract – As mentioned, we don't employ contracts so this provision does not apply. Customers can, however, cancel service at any time without penalty.
8. Provide Ready Access to Customer Service – Customers can call customer service for free by dialing 611 or an 800 number. These numbers are disclosed on the Company's website and in advertising and customer welcome materials. Of note, our customer care service provides exceptional service that generally well exceeds our prepaid wireless peers. We have deployed technology whereby customers are offered a convenient call back, if the hold time will be more than 2 minutes due to peak traffic periods. Customers may also access Customer Service online through the Company's website.
9. Promptly Respond to Customer Inquiries and Complaints from Government Agencies – We promptly respond to all complaints. If a customer care representative cannot help a customer, we have an escalation process. i-wireless is committed to resolving customer questions, concerns and complaints in a swift and satisfactory manner.
10. Privacy Policy – Our privacy policy is available, via link, on every page of the Company's website. Our Terms and Conditions also summarize the privacy policy and refer customers to the more extensive privacy policy itself, for more information.
11. Provide Consumers with Free Notifications for Voice, Data and Messaging Usage, and International Roaming – Because the Company's service is prepaid, customers are not able to incur overage charges. However, the Company provides, at no charge, (a) a notification to consumers of domestic wireless plans that include limited data allowances when consumers approach their allowance for data usage; (b) a notification to consumers of domestic voice and messaging plans that include limited voice and messaging allowances when consumers approach their allowance for those services; and (c) a notification to consumers without an

international roaming plan/package whose devices have registered abroad and who may incur charges for international usage. The Company also clearly and conspicuously discloses tools or services that enable consumers to track, monitor and/or set limits on voice, messaging and data usage.

12. Abide by the following principles regarding the ability of customers, former customers, and individual owners of eligible devices to unlock phones and tablets, (“mobile wireless devices”) that are locked by or at the direction of the carrier –

- (1) Disclosure. The Company has posted on its website its clear, concise, and readily accessible policy on postpaid and/or prepaid mobile wireless device unlocking.
- (2) Postpaid Unlocking Policy. Not Applicable.
- (3) Prepaid Unlocking Policy. Upon request, the Company will unlock prepaid mobile wireless devices no later than one year after initial activation, consistent with reasonable time, payment or usage requirements.
- (4) Notice. The Company will clearly notify customers that their devices are eligible for unlocking at the time when their devices are eligible for unlocking or automatically unlock devices remotely when devices are eligible for unlocking, without additional fee. The Company reserves the right to charge non-customers/nonformer-customers with a reasonable fee for unlocking requests. Notice to prepaid customers may occur at point of sale, at the time of eligibility, or through a clear and concise statement of policy on the Company’s website.
- (5) Response Time. Within two business days after receiving a request, the Company will unlock eligible mobile wireless devices or initiate a request to the OEM to unlock the eligible device, or provide an explanation of why the device does not qualify for unlocking, or why the carrier reasonably needs additional time to process the request.
- (6) Deployed Personnel Unlocking Policy. The Company will unlock mobile wireless devices for deployed military personnel who are customers in good standing upon provision of deployment papers.

The Company reserves the right to decline an unlock request if it has a reasonable basis to believe the request is fraudulent or the device is stolen.

Exhibit C

Support for Attachment 6, Emergency Functionality Certifications

Functionality in Emergency Situations

As a reseller, the Company relies upon its underlying facilities-based carrier for functionality in emergency situations. Through the Company's agreement with its underlying carrier, Sprint, the Company has the ability to remain functional in emergency situations. The Sprint wireless network has reasonable amounts of back-up power and the ability to reroute traffic around damaged facilities and manage traffic spikes resulting from emergency situations. Each cell site in the Sprint's network is equipped with two to four hours of battery back-up power. Many cell sites in the Sprint network provide overlapping coverage for neighboring areas, ensuring that coverage continues in the event of damage to a particular facility. These neighboring cell sites can be adjusted to provide coverage to a wider service area in the event of an emergency. As an MVNO of Sprint, these capabilities benefit i-wireless customers.

Exhibit D

Support for Attachment 6, No. 6 - Advertising

Free Smartphone

+500 MB Data*
Unlimited Text
350 Minutes

* 3G high-speed data.



Access to jobs.

You may qualify for Lifeline Assistance by Access Wireless® if you participate in public assistance programs such as SNAP/Food Stamps, Medicaid or SSI.

Call
1-888-450-1838

www.accesswireless.com

 **access**
WIRELESS

A government-funded Lifeline Assistance Program

Free phone is provided by Access Wireless. Access Wireless is a service provider for the government-funded Lifeline Assistance Program. Lifeline service is provided by i-wireless LLC, d/b/a Access Wireless, an eligible telecommunications carrier. Lifeline service is non-transferable. Only one Lifeline discount, consisting of wireline, wireless, or broadband internet access service, may be received per household. A household is defined, for the purposes of the Lifeline program, as any individual or group of individuals who live at the same address and share income and expenses. A household is not permitted to receive benefits from multiple providers. Violation of the FCC's rules and will result in dis-enrollment from the Lifeline program. Consumers who willfully make false statements in order to obtain a Lifeline benefit can be punished by fine, imprisonment, or can be barred from the program. Customers must present proper documentation confirming their eligibility for the Lifeline program. Customer information will be validated against public records and any discrepancies could result in delay in approval or rejection of service. Customers that select a broadband service plan must maintain their service with Access Wireless for 12 months. Voice service plan also available and includes 500 minutes, unlimited text messaging and 50 MB data each month. Customers that select a voice service plan must maintain their service with Access Wireless for 60 days.

Teléfono Gratis

+500 MB de Datos*
Textos Ilimitados
350 Minutos

* Datos de alta velocidad 3G.



Access a trabajos.

Usted puede calificar para la Asistencia Lifeline que proporciona Access Wireless® si usted participa en programas de asistencia pública como SNAP/Cupones de Alimentos, Medicaid o el Seguro de Ingreso Suplementario.

Llamada
1-888-450-1838

www.accesswireless.com

 **access**
WIRELESS

A government-funded Lifeline Assistance Program

Un teléfono gratuito es proporcionado por Access Wireless. Access Wireless es un servicio proporcionado por el Programa de Asistencia Lifeline fundado por el gobierno. El servicio Lifeline es proporcionado por i-wireless LLC, d/b/a Access Wireless, un portador de telecomunicaciones elegible. El servicio Lifeline no es transferible. Solo un descuento Lifeline, ya sea de una línea fija o inalámbrica, puede ser recibido por hogar. Un hogar es definido, para los propósitos del programa Lifeline, como cualquier individuo o grupo de individuos que viven en la misma dirección y que comparten ingresos y gastos. Violar la regla de uno-por-hogar constituye violar las reglas de FCC y resultará en que se le retire del programa Lifeline. Los clientes que hagan acusaciones falsas deliberadamente para obtener algún beneficio Lifeline podrán ser castigados con una multa, encarcelamiento o siendo excluidos del programa. Los clientes deben presentar los documentos correctos que confirmen su elegibilidad para el programa Lifeline. La información del cliente será verificada con récords públicos y cualquier discrepancia puede resultar en retrasos en la aprobación o en el rechazo del servicio. Clientes que seleccionen un plan de servicio de banda ancha deberán mantener su servicio con Access Wireless durante 12 meses. También está disponible un plan de servicio de voz que incluye 500 minutos, mensajes de texto ilimitados y 50 MB de datos mensuales. Clientes que seleccionen un plan de servicio de voz deberán mantener su servicio con Access Wireless durante 60 días.

www.accesswireless.com

Access to jobs.



Free Smartphone

+ 500 MB Data,* Unlimited Text, & 350 Minutes

You may qualify for Lifeline Assistance by Access Wireless® if you participate in public assistance programs such as SNAP/Food Stamps, Medicaid or SSI.

Call 1-888-450-1838

 **access**
WIRELESS

A government-funded Lifeline Assistance Program



*3G high-speed data. Free phone is provided by Access Wireless. Access Wireless is a service provider for the government-funded Lifeline Assistance Program. Lifeline service is provided by i-wireless LLC, d/b/a Access Wireless, an eligible telecommunications carrier. Lifeline service is non-transferable. Only one Lifeline discount, consisting of wireless, wireline, or broadband internet access service, may be received per household. A household is defined, for the purposes of the Lifeline program, as any individual or group of individuals who live at the same address and share income and expenses. A household is not permitted to receive benefits from multiple providers. Violation of the one-per-household rule constitutes a violation of the FCC's rules and will result in the customer's de-enrollment from the Lifeline program. Consumers who willfully make false statements in order to obtain a Lifeline benefit can be punished by fine, imprisonment, or can be barred from the program. Customers must present proper documentation confirming their eligibility for the Lifeline program. Customer information will be validated against public records and any discrepancies could result in delay in approval or rejection of service. Customers who select a broadband service plan must maintain their service with Access Wireless for 12 months. Voice service plan also available and includes 500 minutes, unlimited text messaging, and 50 MB of data each month. Customers who select a voice service plan must maintain their service with Access Wireless for 60 days.

BBANDPOSTER0217



* 3G high-speed data

A government-funded Lifeline Assistance Program.



Free Phone

+ 500 MB Data*
Unlimited Text
& 350 Minutes

You may qualify for Lifeline Assistance provided by Access Wireless® if you participate in public assistance programs such as SNAP/Food Stamps, Medicaid or Supplemental Security Income.

To apply, visit www.accesswireless.com

* 3G high-speed data.



A government-funded Lifeline Assistance Program.

Need More Airtime?



\$10

**500 Minutes
Unlimited Text
500 MB Data**
for 30 days



\$25

**Unlimited Talk & Text
1 GB Data**
for 30 days



\$35

**Unlimited Talk & Text
2.5 GB Data**
for 30 days



\$50

**Unlimited Talk & Text
4 GB Data**
for 30 days

\$5

**250 Minutes
Unlimited Text
250 MB Data**
for 30 days

*Electronic PIN;
at select stores only*

Earn FREE Wireless Rewards



You can earn FREE Wireless Rewards in the checkout line when you shop at participating Kroger-owned stores and use your Shopper's or Rewards Card. For every 100 points you earn, you'll receive a FREE Wireless Reward.**



Call 611 from your Access Wireless phone to register.

Unlimited does not mean unreasonable. If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to the Prohibitive Network Uses policy. Subscribers in approved Lifeline status will receive a monthly Lifeline credit applied on the same date each month. The account will reset each month when the monthly Lifeline credit is applied. Any unused minutes or data from the monthly Lifeline credit will not carry over to the next month. Customers that select a broadband service plan must maintain their service with Access Wireless for 12 months. Voice service plan also available and includes 500 minutes, unlimited text messaging and 50 MB data each month. Customers that select a voice service plan must maintain their service with Access Wireless for 60 days.

Minutes, texts or data added as a result of a top-up payment will be used after the monthly Lifeline credit has been exhausted. Any unused minutes, texts or data will last for 30 days from the date that the funds were applied to the account.

Subscribers must be registered for the Wireless Rewards program in order to be eligible to receive Wireless Rewards on qualifying purchases at participating Kroger family of store locations. Wireless Rewards will be applied in increments of 20 voice minutes or 20 megabytes of data as determined by rate plan type, for every 100 points earned in-store on qualifying purchases. Any unused Wireless Rewards will carry over each month until the voice minute (2,000) cap or data cap (5 GB) is met. Some restrictions apply. For details on the Wireless Rewards program, visit www.accesswireless.com/rewards.

Subscribers in a non-approved Lifeline status will be moved to the Access Basic plan. Any unused minutes or data from the monthly Lifeline credit will be lost. Minutes, texts or data added as a result of a top-up payment or earned Wireless Reward will automatically carry over for 60 days from the date of status change.

Free phone is provided by Access Wireless. Access Wireless is a service provider for the government-funded Lifeline Assistance Program. Lifeline service is provided by i-wireless LLC, d/b/a Access Wireless, an eligible telecommunications carrier. Lifeline service is non-transferable. Only one Lifeline discount, consisting of wireline, wireless, or broadband internet access service, may be received per household. A household is defined, for the purposes of the Lifeline program, as any individual or group of individuals who live at the same address and share income and expenses. A household is not permitted to receive benefits from multiple providers. Violation of the FCC's rules and will result in de-enrollment from the Lifeline program. Consumers who willfully make false statements in order to obtain a Lifeline benefit can be punished by fine, imprisonment, or can be barred from the program. Customers must present proper documentation confirming their eligibility for the Lifeline program. Customer information will be validated against public records and any discrepancies could result in delay in approval or rejection of service.

Phones may vary by handset manufacturer and model and are dependent on inventory availability. Access Wireless is not available in all areas. For coverage availability, visit www.accesswireless.com. Access Wireless network services are provided on the Nationwide Sprint Network. Sprint is a trademark of Sprint Nextel.

** FREE Wireless Rewards are earned on qualifying purchases only. SNAP/Food Stamp purchases may be eligible for loyalty rewards program. Access Wireless users must be registered for the FREE Wireless Rewards program in order to receive rewards. Some restrictions apply. For details on the FREE Wireless Rewards program, visit www.accesswireless.com/rewards.

BBANDBUCKEN1216

Exhibit E

Support for Attachment 6, No. 7 – Rate Plans

i-wireless, LLC's "Access Wireless" Lifeline Rate Plans

(Effective December 1, 2017)

	Legacy Plan*	Voice Bundle**	Broadband Bundle**
National Plan Voice Minutes (non-rollover)	750	750	250
Text	Unlimited	Unlimited	Unlimited
Data	500 MB	50 MB	1 GB
Additional Airtime	Available with purchase of Top Up Card		

Free Data-Capable Device	X	X	X
Local Calls	X	X	X
Nationwide Long Distance	X	X	X
Voicemail, Caller ID, Call Waiting	X	X	X
Free 911	X	X	X
Free 611	X	X	X
Balance Inquiries	X	X	X
Text Included	X	X	X
Data Allowance	X	X	X
Participation in Kroger Wireless Rewards Program	X	X	X

Retail Price	n/a	n/a	n/a
Federal Subsidy	\$ 9.25	\$ 9.25	\$ 9.25
Lifeline Consumer Price	\$0	\$0	\$0

* The Legacy Plan is available only to customers enrolled *prior to* 2/1/2018.

** Plan available beginning 2/1/2018

ACCESS WIRELESS TOP UP CARDS***

	Purchased Minutes	Text (SMS/MMS)	Data
\$5 Card	250	Unlimited	250 MB
\$10 Card	500	Unlimited	500 MB
\$25 Card	Unlimited	Unlimited	1 GB
\$35 Card	Unlimited	Unlimited	2.5 GB
\$50 Card	Unlimited	Unlimited	4 GB

*** Valid for 30 days from date applied to account, except the \$5 card is valid for 10 days from date applied