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July 1, 2024

VIA ELECTRONIC FILING

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

Re: Docket No. 24-GIMT-612-GIT; Annual Certification
i-wireless, LLC

Dear Sir/Madam:

Attached please find for filing in the above referenced docket i-wireless, LLC's Eligible Telecommunications Carrier Annual Certification. The 2024 deadline for the FCC Form 481 has been waived. i-wireless, LLC will file a copy of the FCC Form 481 pursuant to 47 C.F.R. 54.422 when certification becomes available.

If you have any questions regarding this filing, please contact me at 770-232-9200 or etc@telecomcounsel.com.

Respectfully submitted,

/s/Rachael Sears

Rachael Sears, Regulatory Specialist
Expert Telecom Compliance

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. 24-GIMT-612-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 March 21, 2024, in this Docket ("Order"), and respectfully requests that the Commission certify i-wireless' continued eligibility to receive federal low income support. Attachment 5 of the Order, attached hereto as Exhibit A, is the only attachment applicable to i-wireless as a Lifeline-only ETC. The 2024 FCC Form 481 deadline has been waived and certification remains unavailable. i-wireless will provide a copy to the Commission once available.

Respectfully submitted,



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Attorneys for i-wireless, LLC

July 1, 2024

Exhibit A

Attachment 5

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

1. Did your company experience any outage in the prior calendar year, as that term is defined in 47 C.F.R. § 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 C.F.R. § 4.5(e)?

(Yes/No) No. IF YES, PLEASE COMPLETE THE FOLLOWING:

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

(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.

1

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:**

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 Chief Financial Officer of the 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 June 12, 2024 (date).

X

Signature

Sean Cullen, Chief Financial Officer

Print / Typed Name

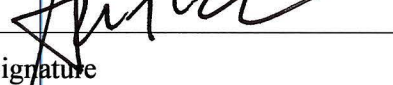
5. Each ETC must certify that it will be able to function in an emergency as set forth in 47 C.F.R § 54.202(a)(2).

ABILITY TO FUNCTION IN AN EMERGENCY ANNUAL CERTIFICATION
KCC Docket Reference: 06-GIMT-446-GIT
(Please type or print legibly)

1. My title is Chief Financial Officer of the 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 June 12, 2024 (date).

X 
Signature
Sean Cullen, Chief Financial Officer
Printed / Typed Name

6. 47 U.S.C. § 214(e)(1)(B) requires every ETC to advertise its services (including Lifeline 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 LEC. Please provide a description of the local usage plan(s) that is comparable to that of the incumbent LEC 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 Chief Financial Officer of the 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 June 12, 2024 (date).

X


Signature

Sean Cullen, Chief Financial Officer

Printed/Typed Name

Exhibit B

Support for Attachment 5, 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 5, 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, T-Mobile (previously Sprint, before Sprint merged with T-Mobile), the Company has the ability to remain functional in emergency situations. The T-Mobile 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 T-Mobile's network is equipped with two to four hours of battery back-up power. Many cell sites in the T-Mobile 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 T-Mobile, these capabilities benefit i-wireless customers.

Exhibit D

Support for Attachment 5, No. 6 - Advertising

Lifeline & ACP

FREE LTE Smartphone

- + Unlimited Data*
- + Unlimited Talk
- + Unlimited Text
- + Hotspot

About Lifeline & the Affordable Connectivity Program (ACP):

- 1 Lifeline and the ACP are separate federal programs.
- 2 Lifeline offers qualifying subscribers a monthly discount on telephone or internet services.
- 3 ACP helps low-income households offset the monthly cost of new or existing internet service, offering **up to \$30/month discount for qualifying households and up to \$75/month discount for households** on qualifying Tribal lands.

**APPLY NOW
FOR YOUR FREE
LIFELINE AND
ACP SERVICE**



SCAN ME TO APPLY

**OR GO TO
accesswireless.com/Kroger**


access WIRELESS.

*Unlimited data includes a fixed amount of high-speed and varies by state. "High-speed" means maximum available network speeds. After monthly allotted high-speed data, remaining data is provided at 256 kbps. Video typically streams in SD (480p).

i-wireless, LLC d/b/a Access Wireless is a service provider for the government-funded Lifeline and the Affordable Connectivity Program (ACP), operated by the Federal Communications Commission (FCC) and administered by the Universal Service Administrative Company (USAC). Lifeline benefits may be combined with ACP benefits and applied to the same service plan, or you may apply Lifeline and ACP benefits to different service plans and service providers. You do not need to enroll in Lifeline to enroll in ACP or enroll in ACP to enroll in Lifeline. Lifeline and ACP services are non-transferable. Lifeline is limited to one discount per household and ACP is limited to one discount per household. A household is defined as any individual or group of individuals who live together at the same address and share income and expenses. See accesswireless.com for complete details.

Free Smartphone

1000 Minutes
Unlimited Text
4.5 GB of 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/lifeline

**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 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.

Teléfono Gratis

1000 Minutos
Textos Ilimitados
4.5 GB de Datos



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.