

EXHIBIT 5

i-wireless' FCC-Approved Compliance Plan

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of the)	
)	
Federal-State Joint Board on Universal Service)	CC Docket No. 96-45
)	
Telecommunications Carriers Eligible for)	WC Docket No. 09-197
Universal Service Support)	
)	
i-wireless, LLC Petition for Forbearance from 47)	
U.S.C. § 214(e)(1)(A))	

I-WIRELESS, LLC'S REVISED COMPLIANCE PLAN

i-wireless, LLC (“i-wireless” or the “Company”), by its attorney, hereby files its revised plan outlining the measures it will take to implement the conditions imposed by the Federal Communications Commission (“Commission”) in its recent Order, released June 25, 2010, in the above-captioned matter.¹ Given the severe economic environment that is forcing many lower-income customers to forego wireless service, i-wireless respectfully requests expeditious approval of this plan so that the Company, upon designation as an Eligible Telecommunications Carrier (“ETC”), may quickly deploy much-needed Lifeline services to many low-income customers. i-wireless will provide Lifeline services under the brand name “Access Wireless.”

BACKGROUND

The Commission’s *Order* conditionally granted i-wireless’ request for forbearance from the Section 214(e)(1)(A) requirement that a carrier designated as an ETC for purposes of federal universal service support provide services, at least in part, over its own facilities, stating “i-wireless may seek ETC designation to offer discounted services to qualified low-income consumers through

¹ See *Federal-State Joint Board on Universal Service; In the Matter of i-wireless, LLC Petition for Forbearance from 47 U.S.C. § 214(e)(1)(A)*, Order, FCC 10-117, released June 25, 2010 (“*Order*”).

the universal service Lifeline program².”

The Commission found that a conditional grant of forbearance for i-wireless from the facilities requirement of section 214(e) for the purpose of seeking ETC designation to provide Lifeline support only “will further the statutory goal of providing low-income subscribers access to telecommunications and emergency services, while protecting the universal service fund against waste, fraud and abuse³.” The Commission’s grant of forbearance is subject to the following conditions: (a) i-wireless providing its Lifeline customers with 911 and Enhanced 911 (E911) access regardless of activation status and availability of prepaid minutes; (b) i-wireless providing its Lifeline customers with E911-compliant handsets and replacing, at no additional charge to the customer, noncompliant handsets of existing customers who obtain Lifeline-supported service; (c) i-wireless complying with conditions (a) and (b) as of the date it provides Lifeline service; and (d) i-wireless obtaining a certification from each PSAP where the carrier seeks to provide Lifeline service confirming that the carrier provides its customers with 911 and E911 access or self-certifying that it does so if certain conditions are met; (e) i-wireless requiring each customer to self-certify at time of service activation and annually thereafter that he or she is the head of household and receives Lifeline-supported service only from i-wireless; (f) i-wireless establishing safeguards to prevent its customers from receiving multiple Lifeline subsidies from i-wireless at the same address; and (g) i-wireless dealing directly with the customer to certify and verify the customer’s Lifeline eligibility.⁴ The Commission required i-wireless to submit a plan describing the measures it would take to implement each one of these conditions within thirty days of the release of the Order.⁵ i-wireless is not seeking support for Link-up, as the Commission denied that portion of i-

² *Order* at ¶ 1.

³ *Order* at ¶ 20.

⁴ *See Order* at ¶¶ 11, 16.

⁵ *See id.*

wireless' request for forbearance.⁶

COMPLIANCE PLAN

i-wireless commends the Commission's commitment to a nationwide communications system that promotes the safety and welfare of all Americans, including Lifeline customers.⁷ i-wireless will comply with all conditions set forth in the *Order*, the provision of this Compliance Plan, all laws and regulations governing its provision of Lifeline-supported prepaid wireless service to customers throughout the United States and in addition take the steps set forth herein.

I. Access to 911 and E911 Services

In the *Order*, the Commission required i-wireless to provide its Lifeline customers with access to 911 and E911 services immediately upon activation of service, and stated that, in order to demonstrate compliance with the condition, i-wireless must obtain certification from each PSAP where it provides Lifeline service confirming that its customers receive 911 and E911 services. If within 90 days of i-wireless' request, a PSAP has neither provided the certification nor made an affirmative finding that the Company does not provide its customers with 911 and E911 services within the applicable service area, the *Order* allowed i-wireless to self-certify that it meets the requirements.⁸ The Commission and consumers are hereby assured that all i-wireless customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from i-wireless handsets, even if the account associated with the handset has no minutes remaining.

i-wireless can ensure the Commission that all Lifeline customers will have meaningful access to emergency calling services at the time the customer activates Lifeline service, and that such access will continue regardless of the customer's account status or the availability of prepaid

⁶ See *Order* at ¶ 1.

⁷ See *Order* at ¶ 12.

⁸ See *Order* at ¶ 13.

minutes. The Company's existing practices currently provide access to 911 and E911 services to the extent that these services have been deployed by its underlying carrier, Sprint Nextel ("Sprint"). i-wireless also currently enables 911 emergency calling services for all properly activated handsets regardless of whether the account associated with the handset is active, suspended or terminated. Finally, the Company transmits all 911 calls initiated from any of its handsets even if the account associated with the handset has no remaining minutes.

To satisfy the conditions of the *Order* regarding 911 and E911 services, i-wireless will implement the following measure prior to deploying Lifeline services in a given area. Initially, the Company will confirm that its underlying carrier has deployed E911 services in a specific PSAP territory. i-wireless will obtain the requisite certification from each PSAP where it provides Lifeline service confirming that its customers receive 911 and E911 services.⁹ If within 90 days of receiving the Company's request, a PSAP has neither provided such certification nor made an affirmative finding that the Company does not provide its customers with 911 and E911 services within the applicable service area, i-wireless will self-certify that it meets the basic and E911 requirements.

II. E911-Compliant Handsets

The Commission also conditioned its grant of forbearance determination on i-wireless providing only E911-compliant handsets to its Lifeline customers.¹⁰ i-wireless will ensure that all handsets used in connection with the Lifeline service offering will be E911-compliant. In fact, i-wireless' phones have always been and will continue to be 911 and E911-compliant. i-wireless uses phones from Sprint that have been through a stringent certification process in Sprint's handset certification lab, which ensures that the handset models used meet all 911 and E911 requirements. In i-wireless' five year history, only one handset model has failed the E911 process during the

⁹ A form of this PSAP certification request is attached hereto as Exhibit A.

¹⁰ See *Order* at ¶ 11.

handset lab certification, and that is a model the Company did not launch. As a result, any existing customer that qualifies for and elects Lifeline service will already have a 911/E911-compliant handset, which will be confirmed at the time of enrollment in the Lifeline program. Furthermore, in the event that an existing customer does not have an E911-compliant handset, the Company will replace it with a new 911/E911-compliant handset at no charge to the customer. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well, free of charge.

III. Certification of Lifeline Customers' Eligibility

To safeguard against misuse of the Lifeline service plan, the *Order* required i-wireless to deal directly with the customer and require each customer to self-certify under penalty of perjury at time of service activation and annually thereafter that they are the head of household and receive Lifeline-supported service only from i-wireless.¹¹ The Commission also required i-wireless to establish safeguards to prohibit more than one supported i-wireless service at each residential address.¹² Unless and until the Commission's issuance of new rules in its Lifeline rulemaking proceeding that set forth different requirements, i-wireless proposes the following plan to implement these certification and verification conditions (the plan would be modified to conform to any new rules and orders, once issued and effective):

A. Policy

i-wireless will comply with all certification and verification requirements for Lifeline eligibility established by states where it is designated as an ETC. In states where there are no state-imposed requirements, i-wireless will comply with the certification and verification procedures in effect in that state as reflected on the website of the Universal Service Administration Company.

¹¹ See *Order* at 16.

¹² See *id.*

For any states which do not mandate Lifeline support and/or which do not have established rules of procedure in place, i-wireless will certify at the outset and will verify annually consumers' Lifeline eligibility in accordance with the Commission's requirements.

B. Certification Procedures

i-wireless will implement certification procedures that enable consumers to demonstrate their eligibility for Lifeline assistance by contacting i-wireless in person or via telephone, facsimile, or the internet. At the point of sale, consumers will be provided with printed information describing i-wireless' Lifeline program, including eligibility requirements, and with instructions for enrolling. Consumers will be signed up in person or directed, via company literature, collateral or advertising, to a toll-free telephone number and to i-wireless' website, which will contain a link to information regarding the Company's Lifeline service plan, including a detailed description of the program and state-specific eligibility criteria. i-wireless' application form for its Access Wireless service will identify that it is a "Lifeline" application. i-wireless understands and accepts the Commission's requirement that the Company have direct contact with all customers applying for participation in the Lifeline program.¹³ i-wireless will have direct contact with all customers applying for Lifeline service, either in person through its employees or agents or via the telephone (including facsimile) or mail. i-wireless will provide Lifeline-specific training to all personnel, whether employees or agents, that interact with actual or prospective consumers with respect to obtaining, changing or terminating its Lifeline services.

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 that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 USC 7001-7006, and any

¹³ See Order at ¶ 16.

applicable state laws. Processing of consumers' applications, including review of all application forms and relevant documentation, will be performed under i-wireless' supervision by managers experienced in the administration of the Lifeline program.

i-wireless will ensure that all required documentation is taken care of properly by using state-specific compliance checklists. For states with program-based eligibility criteria, the form will list each of the qualifying programs, and the applicant will be required to identify the program(s) in which they participate, and to furnish proof that they currently participate in such program(s), regardless of whether such proof is required pursuant to state law. For states with income-based eligibility criteria, the applicant will be required to certify under penalty of perjury that their household income does not exceed the relevant threshold (*e.g.*, 135% of the Federal Poverty Guidelines for federal default states) and will be required to provide proof of income-based eligibility. Notwithstanding the foregoing with respect to program or income eligibility, for states that require i-wireless to enroll subscribers identified by the state or as eligible in a state database, i-wireless may continue to rely on the state identification or database. In addition, the Lifeline application form will include a certification section where the applicant must attest and sign under penalty of perjury that the applicant's representations are true and correct. Applicants will also be required to certify under penalty of perjury that they are head of their household and receive Lifeline-supported service only from i-wireless. Penalties for perjury will be clearly-stated on the certification form, as required by the *Order*.¹⁴ i-wireless will use substantially the following form of its certification, printed in at least 10 point font:¹⁵

¹⁴ See *Order* at ¶ 17.

¹⁵ Among other things, i-wireless may, at its option, periodically update or change the list of Lifeline services identified in certification item no. 3 to reflect its judgment as to the most common prepaid wireless Lifeline products offered in its service areas, taken together, under names that are not readily identifiable as Lifeline services.

By signing below, I certify under penalty of perjury – (additionally, please initial each of the 5 statements below)

1. The information contained within this application is true and correct. I acknowledge that providing false or fraudulent documentation in order to receive assistance is punishable by law. _____
2. I understand that Lifeline is only available for one phone line per household, whether landline or wireless. I am the head of household and will only receive Lifeline from Access Wireless. _____
3. I am not currently receiving a Lifeline telephone service from any other landline or wireless telephone company. (Some Lifeline services are not marketed under a “Lifeline” name; these include Lifeline services sold under the names Life Wireless, TAG Mobile, Reachout Wireless, Assurance Wireless and Safelink.) _____
4. Furthermore, I certify that I will only use this phone for my family’s own use and will not resell it. _____
5. I will notify Access Wireless immediately if I no longer qualify for Lifeline, or if I have a question as to whether I would still qualify. _____

Perjury and false statements are punishable by fines and/or imprisonment.

Signature (required) _____ Date _____

Finally, the application forms will require each applicant to provide their name and primary residential address. i-wireless will incorporate this information into its customer information database. Prior to initiating service for a customer, the Company will check the address of each Lifeline applicant against its database to determine whether or not it is associated with a customer that already receives i-wireless Lifeline service, and will then review the application to ascertain whether the applicant is attempting to receive Lifeline-supported service for more than one handset associated with the address. i-wireless will deny the Lifeline application of any such individual and advise the applicant of the basis for the denial. In addition, prior to requesting a subsidy, i-wireless will process and validate i-wireless’ subsidy data to prevent: (1) Duplicate Same-Month Lifeline Subsidies (“Double Dip,” *i.e.*, any household that is already receiving a Lifeline subsidy from i-

wireless will be automatically prevented from receiving a second lifeline subsidy in that same month); and (2) Inactive lines receiving subsidy (*i.e.*, systems compare all subsidy requests to underlying network status to ensure that subsidies are requested only for active lines).¹⁶ i-wireless shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that the procedures it will implement will prevent i-wireless customers from engaging in such abuse of the program, inadvertently or intentionally.

C. Annual Verification Procedures

As required by the Commission's *Order*, i-wireless will require every consumer enrolled in the Lifeline program to verify on an annual basis that they are the head of their household and only receive Lifeline service from i-wireless.¹⁷ i-wireless will notify each participating Lifeline consumer prior to their service anniversary date that they must confirm their continued eligibility in accordance with the applicable requirements. This notification will be mailed via the U.S. Postal Service to the address the subscriber has on record with i-wireless. The 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. Customers will have 60 days to complete the form, certify under penalty of perjury that they are the head of household and receive Lifeline service only from i-wireless, and return the form to i-wireless by mail. Anyone who does not respond to the mailing and certify their continued eligibility will be removed from the Lifeline program.

Currently, customers will be required to complete the verification process by mail; however, i-wireless may offer additional options, such as web-based methods, in the future. Such verification will be required in order for the consumer to continue to receive free Lifeline service or

¹⁶ See Usage Policy, below.

¹⁷ See *Order* at ¶ 16.

to purchase prepaid airtime from i-wireless at the discounted rate only available to those customers who are enrolled in its Lifeline program.

IV. Additional Measures to Prevent Waste, Fraud, and Abuse

A. Non-usage Policy

i-wireless will implement a non-usage policy whereby we will identify Lifeline customers that have not used the Company's Lifeline service for 60 days, and cease to claim Lifeline reimbursements for such customers if they do not use their service within a 30-day grace period following the initial 60-day non-usage period.¹⁸ Specifically, if no usage appears on an i-wireless Lifeline customer's account during any continuous 60-day period, i-wireless will promptly notify the customer that the customer is no longer eligible for i-wireless Lifeline service subject to a 30-day grace period. During the 30-day grace period, the customer's account will remain active, but i-wireless will engage in outreach efforts to determine whether the customer desires to remain on the Company's Lifeline service. If the customer's account does not show any customer-specific activity during the grace period (such as making or receiving a voice call, sending a text message, downloading data or adding money to the account), i-wireless will deactivate Lifeline services for that customer. In addition, i-wireless will not seek to recover a federal Universal Service Fund subsidy for the minutes provided to the customer during the grace period or thereafter report that customer on its USAC Form 497 unless the customer re-initiates service.

¹⁸ i-wireless will consult with the state commissions (PUCs) in the states where it provides Lifeline services regarding implementation of the policy described above. i-wireless expects that certain state PUCs or similar agencies may seek to incorporate state-specific variations to the policy. Consequently, i-wireless may modify the parameters of the inactivity policy described herein after consultation with the respective state PUCs.

B. Customer Education with Respect to Duplicates

To supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, i-wireless will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household. These measures entail additional emphasis in written disclosures as well as live due diligence.

- a) Call Center Scripts – i-wireless will emphasize the “one Lifeline phone per household” restriction through its interaction with the potential customer at the call center. The call center introduction script substantially in the form that i-wireless would use is attached as Exhibit B.
- b) Sales Scripts – i-wireless will also emphasize the “one Lifeline phone per household” restriction through its direct sales contact with the potential customer. The sales training materials will include a discussion of the limitation to one Lifeline phone per household, and the need to ensure that the customer is informed of this restriction. Attached as Exhibit C is a sample of training material that would meet the requirements of this provision.
- c) Marketing, Advertising and Website Content – i-wireless, in its marketing materials, will reinforce the limitation of one Lifeline phone per household. The following statement will appear in conspicuous place in bold font in an offsetting color, minimum 10 point font, to ensure it is not overlooked.

Note: By law, the Lifeline program is only available for one phone per household

This statement will also appear on the company’s website (www.accesswireless.com) during the customer information/education cycle. At the point on its website when a customer inputs his/her zip code to verify that Access Wireless/i-wireless offers service in their area, i-wireless would display the above message in the section where the website explains the service and rate plan options. The message would flash to draw attention to it. In addition, i-wireless will include in its printed materials and website substantially the following statement “Not all Lifeline supported programs are identified as ‘Lifeline’ and may be marketed under other brand names.”

D. Cooperation with state and federal regulators

i-wireless has and will continue to cooperate with federal and state regulators to prevent waste, fraud and abuse, including:

- Providing state commissions (PUC), the FCC or USAC upon request with data

that will enable that state, the FCC or USAC to determine whether some consumers are enrolled in more than one Lifeline program. Specifically, i-wireless agrees to make available state-specific customer data, including name and address, upon request to each state PUC where it operates, the FCC or USAC for the purpose of permitting the PUC, FCC or USAC to determine whether an existing Lifeline customer receives Lifeline service from another carrier, and will participate in such a duplicate resolution process, provided that costs for participation are reasonable or defrayed through the universal service contribution mechanisms;

- Promptly investigate any notification that it receives from a state PUC, the FCC or USAC that one of its customers already receives Lifeline service from another carrier;
- Immediately deactivate a customer's Lifeline service and no longer report that customer on USAC Form 497 if i-wireless' investigation, a state, the FCC or USAC concludes that the customer receives Lifeline services from another carrier in violation of the Commission's regulations and that i-wireless' Lifeline service should be discontinued such as a de-enrollment notification pursuant to the FCC's June 17, 2011 Report and Order (Section III, B.).

V. **Included Usage**

i-wireless will offer at least one Lifeline plan that provides consumers with at least 250 included minutes-of-use per month at the lowest end user rate permitted under FCC rules. This provision will expire 36 months from the date of approval of this Compliance Plan.

CONCLUSION

i-wireless submits that its Compliance Plan fully satisfies the conditions set forth in the Commission's *Order* granting forbearance to the Company. Implementation of the procedures described herein will promote public safety and should ensure that Lifeline customers have access to 911 and E911 services while safeguarding against misuse of the Company's Lifeline services. Accordingly, i-wireless respectfully requests that the Commission expeditiously approve its Compliance Plan so that i-wireless may begin providing the benefits of much-needed Lifeline service to qualifying low-income consumers as quickly as possible.

Respectfully submitted,

I-WIRELESS, LLC

/s/

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