

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1509

In the Matter of

i-wireless, LLC,

Application for Designation as an Eligible
Telecommunications Carrier in Oregon for
the Purpose of Offering Lifeline Service to
Qualified Households.

ORDER

DISPOSITION: STIPULATION ADOPTED; PETITION GRANTED WITH
CONDITIONS; PARTIAL RULES WAIVER GRANTED

I. SUMMARY

In this order, we adopt a stipulation recommending, with conditions, approval of the application filed by i-wireless, LLC, dba Access Wireless (i-wireless) for designation as an Eligible Telecommunications Carrier, and designation as an Eligible Telecommunications Provider, enabling it to receive federal Universal Service Fund and Oregon Telephone Assistance Program Support.

II. BACKGROUND

The Telecommunications Act of 1996 (the Act) has, among its goals, the promotion of quality services at just, reasonable and affordable rates, access to advanced telecommunications and information services, and access to services in rural areas comparable to services in urban areas. Integral to the Act is a national policy that every household have, at a minimum, the equivalent of single-line, basic voice-grade, telephone service, often referred to as "Lifeline" service. To that end, it provides for the establishment of a federal Universal Service Fund (FUSF) which provides financial support to designated providers of telecommunications services. A carrier that meets the standards necessary to receive FUSF support is designated an eligible telecommunications carrier (ETC).

An ETC that is an incumbent local exchange carrier (ILEC) receives FUSF support based on the cost of providing supported services. A competitive ETC (CETC) may also receive FUSF support in certain circumstances. A CETC can offer services using either its own facilities or a combination of its own facilities and resale of another carrier's

services, but the CETC only gets support for services provided over its own facilities, unless the Federal Communications Commission (FCC) has ruled that the CETC has satisfied an alternative set of conditions, essentially demonstrating that the CETC is financially and technically capable of providing the supported Lifeline service in compliance with all of the low-income program rules.¹ Under federal law, states can also set standards for granting a carrier ETC status, and Oregon has done so. In Order No. 06-292,² we established guidelines for carriers seeking certification as ETCs in Oregon. An itemized “checklist” was attached to Order No. 06-292. The checklist consists of two parts: “Initial Designation—Application Requirements” and “Annual Recertification Requirements.”

In order to offer Lifeline and Oregon Telephone Assistance Program (OTAP) services in Oregon, an ETC must also be designated an Eligible Telecommunications Provider (ETP). Once a carrier has been certified as an ETP, it can receive payments from the Residential Service Protection Fund (RSPF) for providing certain classes of customers with telecommunications services. The checklist requirements for ETC and ETP designation in Oregon are addressed below in the discussion of specific aspects of the application. Among those requirements, a carrier seeking ETP designation must also commit to offer and advertise services targeted to low-income populations. These services are Lifeline³ and OTAP services.⁴

III. PROCEDURAL HISTORY

On November 19, 2010, i-wireless filed an application for designation as an ETC. It simultaneously filed an application for designation as an ETP to offer OTAP services. On January 10, 2011, the Citizens’ Utility Board of Oregon (CUB), filed a notice of intervention and joined as a party to this proceeding. On August 19, 2011, the Oregon Office of Emergency Management (OEM) filed a petition to intervene.

On August 31, 2012, i-wireless filed an amended application for designation as an ETC and ETP and requested waivers of OAR 860-033-0006(3)(b), OAR 860-033-0006(3)(c)

¹ 47 C.F.R. §54.201(h). In the *Lifeline Reform Order*, the FCC decided, on its own motion, to forbear from applying the facilities requirement of Section 214(e)(1)(A) to any telecommunications carrier that seeks limited ETC designation to participate in the Lifeline program, conditioned on the ETC’s compliance with certain 911 requirements and the ETC’s filing with and approval by the FCC of a compliance plan describing the ETC’s adherence to certain protections prescribed by the FCC. *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, 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 Reform Order*”), ¶ 368. Accordingly, on October 21, 2011, the FCC approved the applicant’s compliance plan and i-wireless was granted blanket forbearance by the FCC from the provision of Section 214(e)(1)(A) of the Act.

² Docket No. UM 1217 (Jun 13, 2006).

³ *In the Matter of Lifeline and Link Up Reform and Modernization, et al.*, FCC 12-11 at ¶ 245. The FCC eliminated Link Up support on non-tribal lands for all ETCs. The support ended April 1, 2012.

⁴ *See generally* OAR 860-033-0001, *et seq.* for a discussion of the RSPF and its application to the provision of the named services by ETCs and the compensation and support programs related thereto. ETCs who offer those services are known as Eligible Telecommunications Providers or ETPs. OAR 860-033-0010 through OAR 860-033-0046 set forth the Commission rules with respect to OTAP.

and OAR 860-033-0030(6). During the following months, the parties exchanged information and held settlement conferences and workshops. However, on November 1, 2013, the FCC issued i-wireless a Notice of Apparent Liability for Forfeiture (NAL)⁵ and the parties agreed to hold the docket in abeyance until the matter was resolved.

On August 28, 2015, i-wireless, CUB, OEM and the Commission Staff (parties) jointly filed a stipulation and accompanying exhibits A-F purporting to resolve all issues concerning the application as amended, along with supporting sworn testimony and exhibits of the parties and motions to admit all of the foregoing into the record. The stipulation and its accompanying exhibits are attached as Appendix A and incorporated by reference. The motions to admit the stipulation, exhibits, and joint testimony are granted.

IV. THE AMENDED APPLICATION

i-wireless is a mobile virtual network operator that provides wireless service to customers utilizing the Sprint network. i-wireless is a limited liability company that is 50 percent owned by Genie Global, Inc., and 50 percent owned by The Kroger Company, a large retail grocery chain. The company has been providing wireless service for over seven years. It began providing Lifeline services in 2011 under the Access Wireless brand name and has been designated as an ETC to provide Lifeline service in 35 jurisdictions.

Upon designation as an ETC and ETP, as it has done in other jurisdictions, i-wireless will offer eligible Lifeline customers a choice of several plans under the Access Wireless brand name. The Access Wireless 500 Anytime Minutes Plan, with no net cost to the customer, will be consistent with the FUSF low-income fund-supported 250 minutes per month as well as 250 additional voice only OTAP minutes, which will include domestic long distance calling. Lifeline customers will also receive a free handset, access to voicemail, caller I.D. and call waiting features at no additional charge, even after their initial allotment of included minutes have been used. Lifeline customers will also have free access to 9-1-1 and customer service. Additional minutes may be purchased by Lifeline customers at a cost not to exceed \$.10 per minute. Lifeline customers will be able to accumulate free minutes for dollars spent at participating Kroger-owned stores by using Kroger-issued shopper loyalty cards.⁶ Other plans will reflect a discount on the company's retail rate plans.

i-wireless will seek reimbursement for Lifeline service from the FUSF. It will also seek OTAP reimbursement of \$3.50 per customer per month from the Oregon RSPF. It will not seek any high-cost support funding and requests ETC designation for the limited purpose of receiving only low-income support funds. The company does not seek designation on Tribal Lands and will therefore not offer Tribal Lifeline service. Any Tribal Lands included in the served area ZIP code list are excluded from the company's service area. If i-wireless decides to offer Tribal Lifeline service in the future, it will file an amended application requesting designation on Tribal Lands.

⁵ *In the Matter of i-wireless, LLC*, FCC 13-148 (Released November 1, 2013).

⁶ In Oregon, these are the 55 Fred Meyer and Quality Food Center stores.

V. THE STIPULATION

The stipulation amends and supplements the application by its own terms and by the inclusion of Exhibits A through D and Exhibit F. Exhibit A is a list of ZIP codes of the company's designated service area; Exhibit B is a map of its designated service area excluding tribal lands; Exhibit C is a coverage map of the company's underlying carriers; Exhibit D is a description, in table form, of the Lifeline plan offerings to non-tribal customers; and Exhibit F is a sample of the quarterly report on its Lifeline program that i-wireless commits to file with the Commission Staff as one of the terms of the stipulation. The stipulation provides that the company will remit the RSPF surcharge to the Commission on behalf of all its Oregon customers and remit the Oregon 9-1-1 tax to the Department of Revenue on behalf of all of its Oregon Lifeline customers. The stipulation also contains special conditions intended to protect against waste, fraud and abuse and to address concerns related to the nature of i-wireless' Lifeline services arising out of the NAL. We discuss these conditions separately below. The sections for which the parties agree that waivers are necessary are listed in Exhibit E to the stipulation.

In the stipulation, the parties agree that i-wireless meets all initial designation and annual recertification requirements established in Order No. 06-292 for ETC status, as well as requirements in related FCC orders, with the exception of those sections of Order No. 06-292 and our rules for which waivers are being sought. The parties also agree that i-wireless meets all ETP requirements specified in OAR Chapter 860, Division 033, except for those requirements for which waivers are being sought. For the reasons set forth in the joint testimony submitted in support of the stipulation, the parties agree that good cause exists to request waivers and that the waivers should be granted.

VI. DISCUSSION

Although Oregon's requirements generally mirror those of the FCC, i-wireless must also prove that it complies with each item on the Order No. 06-292 "checklist," and demonstrate that any waiver given for non-compliance with any checklist item serves the public interest. In order to be designated an ETP, as well as an ETC, in Oregon, i-wireless must demonstrate its compliance with the relevant sections of OAR 860-033-0001 *et seq.* or demonstrate that any waiver given for non-compliance with such rule also serves the public interest. Our findings with respect to those requirements which are relevant to i-wireless follow.

A. ETC Checklist Items in Compliance with Commission Rules

1. Initial Designation

Item 1.1: Common Carrier. i-wireless is a reseller of wireless services and does not own any of the facilities used to provide telecommunications service. It relies upon the Sprint network. Section 153 of the Communications Act of 1934, as amended, defines a common carrier as "any person engaged as a common carrier for hire, in interstate or foreign communication by wire or radio." 47 U.S.C. § 153(11). The Act expressly classifies

wireless carriers as common carriers for regulatory purposes. 47 U.S.C. § 332(c)(1)(A). We find that i-wireless has complied with this checklist item.

Item 1.2: Service Description and Geographic Area. Pursuant to FCC authorization and following designation, i-wireless will offer Lifeline customers the Access Wireless 500 Anytime Minutes Plan, as described in Exhibit D to the stipulation. i-wireless will offer its Lifeline services throughout the proposed designated service area defined by the ZIP codes listed in Exhibit A to the stipulation. A map that generally illustrates the designated service area is provided as Exhibit B to the stipulation. A map that depicts wireless coverage is provided as Exhibit C to the stipulation.

Item 2.1: Commitment and Ability to Provide All Supported Services. Application requirement 2.1 in Appendix A of Order No. 06-292 requires a statement of the carrier's commitment to offer all required supported services and description of each supported service currently offered, listing nine services. The FCC's 2011 amendments to 47 C.F.R. § 54.101 eliminated the equivalent list of nine supported services,⁷ specifying instead that "voice telephony service" (as defined in the modified rule) is supported by the federal universal service mechanisms. Following designation as an ETC in Oregon, i-wireless has committed to offer the supported voice telephony services as described in the amended 47 C.F.R. § 54.101. Although no longer required by the FCC, the services that i-wireless has committed to provide in its application include the nine services or their functional equivalent that are enumerated in Oregon's requirement 2.1. We therefore find that i-wireless has met the requirements of this checklist item.

Item 2.3: Lifeline Service Offerings Description. i-wireless is seeking ETC designation solely to provide prepaid wireless Lifeline service under the Access Wireless 500 Anytime Minutes Plan and i-wireless Retail Plans, described in Exhibit D to the stipulation. The rate plans also include the availability of Access Wireless Top Up Cards with which Lifeline customers may purchase additional minutes of voice, and additional amounts of data and picture mail services as described in Exhibit D. The company will notify existing Lifeline customers within ten days following any increase in the minutes, units or other material terms of its Lifeline service offerings and permit those customers to immediately subscribe. If i-wireless offers Lifeline service in another state with more included minutes or other material terms, or a promotional offering with a higher number of free minutes, units, or other material terms of its Lifeline service offerings, it will extend such terms to all Oregon Lifeline customers. We find that i-wireless has described its service offerings with sufficient specificity to satisfy this checklist item.

Item 3.2: Commitment to Provide Service. i-wireless has committed to offering the supported services throughout its proposed service area. However, the parties note that, as a reseller, i-wireless has only a limited ability to resolve reception issues. Accordingly, i-wireless agrees that it will report on customers that cancel service due to

⁷ Voice grade access to the public switched telephone network, local usage, dial tone, multi-frequency signaling, single party service 911, operator services, interexchange services and directory assistance access and toll limitation.

reception issues. We find that, by reporting reception issues, i-wireless has complied with this checklist item.

Item 4.2: Signal Strength. This item requires a wireless carrier to provide a map of the current network coverage and signal strengths. As a reseller, i-wireless does not have access to more detailed data than that provided by the underlying wireless carrier. i-wireless has provided a coverage map indicating that the minimum signal strength is -99 dBm as Exhibit C. If i-wireless discontinues or expands the use of its current underlying wireless carriers, or expands coverage through use of additional underlying wireless carriers, it will file a notice with the Commission and Staff will review the remaining wireless coverage and may recommend modifications to the designated service area as may be appropriate. It will, in keeping with the Cellular Telecommunications Industry Association (CTIA) Consumer Code, provide coverage mapping on its website and at the points of sale.⁸ We find that i-wireless has complied with this checklist item and that a partial waiver, though requested, is not required.

Item 8: Ability to Remain Functional in Emergencies. i-wireless provides service to its customers through the Sprint network, giving customers the same ability to remain functional in emergency situations as that network currently provides to its own customers. By virtue of its relationship with Sprint as a reseller, E911 service is fully deployed and in compliance with all applicable E911 rules. We find that i-wireless has complied with this checklist item.

Item 10: Public Interest Standard. This item requires a demonstration that designation would be in the public interest. Sub-requirement 10.1 addresses specific ways in which consumer choices will be increased, specific advantages and disadvantages of the applicant's service offering and any other criteria determined by the Commission.

The stipulating parties note that designation of i-wireless as an ETC under the terms and conditions of the stipulation will expand consumer choice among carriers and provide Lifeline services at no cost to participating customers. i-wireless will offer the greatest number of free minutes to date to customers who desire a plan without any charges. The company will also offer plans with data options and more minutes for customers in need of them.⁹ We find that i-wireless satisfies checklist item 10.1.

2. Annual Recertification

In Order No. 15-169 in Docket UM 1648, we changed the annual reporting requirements previously established in Order No. 06-292. Each ETC must now file annually with the Commission a complete and non-redacted copy of designated reports filed with the FCC for the report year. For carriers receiving only low-income support, such as i-wireless, FCC Form 481 is the only form required. i-wireless commits to providing that report.

⁸ Joint/100, Schimpf, Marinos, Cray, Jenks, Tennyson/15.

⁹ *Id.* at 15-16.

B. Checklist Items Requiring a Waiver of the ETC Checklist Requirements

The parties have requested waivers for the following checklist requirements:

Item 3.1: Service Area Identification. This checklist item requires explicit identification of the proposed service area through a map and a list of wire centers. This requirement includes sub-item 3.1.1 which specifies the submission of a map of the licensed service area boundaries and its requested designated service area boundaries overlaid on the boundaries of all ILEC wire centers it proposes to include in its designated service area.

Sub-item 3.1.2 requires a list of wire centers that will comprise the designated service area. The list included in Exhibit A and the coverage map included in Exhibit B to the stipulation are based on ZIP code boundaries, rather than wire centers, and are therefore asking for a waiver of requirement 3.1. In requesting the waiver, the parties note that wireless carriers often use ZIP codes to locate addresses and assist consumers in viewing wireless coverage areas and state that it is a more relevant framework in a wireless environment; wire centers are more closely related to the provision of landline service. Furthermore, Lifeline eligibility is linked to a consumer's home address which is more readily verifiable by ZIP code.

The parties represent that there are no prohibitions under state or federal law or regulations with respect to utilizing ZIP codes to identify service areas under circumstances such as this. In Order No. 06-292 at page 11, we indicated that we would consider alternatives to requiring an ETC to include an entire ILEC wire center in its service area. Furthermore, in its USF/ICC Transformation Order, the FCC adopted census blocks, rather than the previously used wire centers, as the units to award high-cost funds, such as those for the rural broadband experiments and CAF funding.¹⁰

It is readily apparent that the use of ILEC wire centers to define service areas has become less relevant when wireless carriers are providing ETC services. Using ZIP codes is a less burdensome, more efficient and more readily-understood means to determine service areas and describe those areas to the public. We find good cause to waive these requirements.

Item 4.2: Signal Strength Mapping. i-wireless has provided a coverage map utilizing minimum signal strength of -99 dBm. The map is included as Exhibit C to the stipulation. i-wireless requests a waiver of the requirement to the extent that additional signal strength mapping is required. i-wireless notes that, as a reseller of wireless services, it does not have access to more detailed information. i-wireless has committed to make coverage maps available at the point of sale and on its website in accordance with the CTIA Consumer Code. We find good cause to waive these requirements.

Item 10.2: Cream-skimming Analysis. This checklist item was originally required where the applicant's proposed designated service area will not include the entire study area of a rural ILEC. No such analysis is required by the FCC for i-wireless' Lifeline service, as

¹⁰ *Id.* at 14.

the FCC has found that cream-skimming is not a concern for carriers seeking Lifeline support only.¹¹ We find that i-wireless has provided good cause for non-compliance with these checklist items and we find good cause to waive those requirements with respect to the instant application.

C. ETP Compliance with Commission Rules

An ETC that is also designated as an ETP must comply with the RSPF rules set forth in OAR 860-033-0001 through 860-033-0110. We have reviewed the application, stipulation, exhibits, and joint testimony and find that the representations necessary to satisfy the requirements of our rules have been met except for those portions of our rules for which waivers are being sought.

1. OAR 860-033-0005(7)(a)

This subsection provides that, in order to be designated as an ETP, an ETC must offer telecommunications service “using either its own facilities or a combination of its own facilities and resale of another carrier’s services.” The FCC has granted i-wireless forbearance from this requirement and approved its Compliance Plan.

We find that i-wireless has provided good cause for non-compliance with this rule and we waive the requirement with respect to the instant application.

2. OAR 860-033-0006(3)(b)

This subsection requires each cellular, wireless, or other radio common carrier to collect the RSPF charge from its subscribers, including those eligible for OTAP. i-wireless has committed to remit the applicable surcharge on behalf of its customers in lieu of collecting it from customers. As a prepaid service provider, i-wireless does not issue invoices and its Lifeline plan requires no financial contribution from customers.

We find that i-wireless has provided good cause for non-compliance with this rule and we waive the requirement with respect to this application.

3. OAR 860-033-0006(3)(c)

This subsection requires i-wireless to identify the RSPF surcharge on its customers’ bill. As noted above, i-wireless does not issue invoices to its Lifeline customers.

We find that i-wireless has provided good cause for non-compliance with this rule and we waive the requirement with respect to this application.

¹¹ *Id.* at 16 citing *In the Matter of Virgin Mobile USA, L.P. Petition for Forbearance from 47 U.S.C. § 214(a)(1)(A)*, CC Docket No. 96-45, Order 09-18, ¶ 39, n. 101 (Mar 5, 2009) (“***we need not perform a cream-skimming analysis because Virgin Mobile is seeking eligibility for Lifeline support only.”)

4. OAR 860-033-0010(2)

i-wireless seeks a waiver of OAR 860-033-0010(2). OAR 860-033-0010(2) requires the wireless carrier to provide the OTAP and Lifeline discount to eligible customers. i-wireless will offer the OTAP and Lifeline discount on all plans except the 100 Minute Talk with Unlimited Text and 50MB Data retail plans. These plans are excluded because they offer fewer minutes for voice, the supported service, than the 500 Free Minutes plan. The parties support i-wireless in its request for a waiver of this subsection of our rules because the company will offer a wide variety of plans to Lifeline customers, and the plans for which the discounts are not available does not provide a significant amount of OTAP and Lifeline supported services.¹²

We find that i-wireless has provided good cause for non-compliance with this rule and we waive the requirement with respect to this application.

5. OAR 860-033-0046(4)

Under this subsection of our rules, a wireless carrier is supposed to provide a weekly "No Match Report" in which the carrier notifies the Commission of any discrepancy that prevents the list of eligible customers from receiving the OTAP or Lifeline benefit. Under the stipulation, i-wireless will submit a weekly Order Activity report to staff in an electronic format accessible to the Commission in lieu of the No Match report. The parties agree that the No Match Report is unnecessary because i-wireless will provide the same information in the Order Activity report.

We find that i-wireless has provided good cause for non-compliance with this rule and we waive the requirement with respect to this application.

D. Matters Requiring Additional Consideration: FCC NAL

On November 1, 2013, the FCC issued the NAL (see footnote 5, *supra*) proposing a penalty for instances of alleged duplicate Lifeline subscribers. On January 10, 2014, i-wireless submitted its response to the FCC, which the stipulating parties contend contained a comprehensive factual analysis and legal defense against the allegations, seeking a cancellation of the proposed forfeiture. To date, the FCC has taken no further action in that docket and has provided no response to i-wireless' attempts to resolve the matter. The ultimate outcome is unclear.¹³

Despite the pendency of the NAL, state commissions with the appropriate jurisdiction in Nebraska, Georgia, Washington and California have found i-wireless to satisfy their standards for designation as an ETC.¹⁴ For example, the California commission staff

¹² *Id.* at 22.

¹³ *See Id.* at 18 for the parties' discussion of the statutory requirements and procedural aspects of FCC NALs.

¹⁴ *Id.* at 19.

found that, absent an FCC threshold, 1.5 percent provided a reasonable guideline for an acceptable level of duplication, and that the i-wireless duplication rate “does not rise to the level of a ‘significant’ risk that justifies a denial of their ETC designation request.”¹⁵

In order to address the issues raised by the NAL, i-wireless has agreed to provide the quarterly reports to Staff and CUB in the format identified in the Stipulation as Exhibit F. In addition, i-wireless will submit monthly to Staff a copy of its Oregon-specific monthly Lifeline Worksheet (Form 497) that it submits to the Universal Service Administrative Company from which it claims or seeks low-income reimbursement or support. In conjunction with that form, the company will provide the customers’ names, residential addresses, phone numbers and Commission-assigned OTAP identification number to Staff in an electronic format accessible to the Commission. When applicable, i-wireless agrees to provide Staff a revised copy of Form 497 and the corresponding revised report. Upon approval of the stipulation, the company will file all information required by the FCC under 47 CFR§ 54.401(d) and provide Staff with a copy of any certification that its Lifeline plan satisfies the federal criteria within ten business days of receipt.¹⁶

We have reviewed the proposed methods contained in the stipulation to track Lifeline eligible customer records and find that sufficient safeguards have been put in place to warrant a finding that the applicant has adequately addressed these public interest concerns and should be granted ETC and ETP status.

VII. ORDER

IT IS ORDERED that:

1. The stipulation between i-wireless, LLC, dba Access Wireless; the Staff of the Public Utility Commission of Oregon; the Citizens’ Utility Board of Oregon; and the Oregon Office of Emergency Management, attached to this order as Appendix A, is adopted.
2. The i-wireless, LLC, dba Access Wireless Application for Designation as an Eligible Telecommunications Carrier in Oregon for the Purpose of Offering Lifeline Service to Qualified Households, as amended, is granted subject to the conditions set forth in this order.

¹⁵ California Public Utilities Commission Resolution T-17449, at 17-18.

¹⁶ Joint/100, Schimpf, Marinos, Cray, Jenks, Tennyson/22-23.

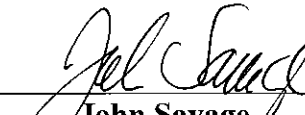
3. Our rules are waived to the extent set forth in this order.

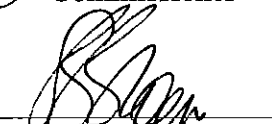
Made, entered, and effective SEP 29 2015

COMMISSIONER ACKERMAN WAS
UNAVAILABLE FOR SIGNATURE

Susan K. Ackerman
Chair




John Savage
Commissioner


Stephen M. Bloom
Commissioner

A party may request rehearing or reconsideration of this order under ORS 756.561. A request for rehearing or reconsideration must be filed with the Commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-001-0720. A copy of the request must also be served on each party to the proceedings as provided in OAR 860-001-0180(2). A party may appeal this order by filing a petition for review with the Court of Appeals in compliance with ORS 183.480 through 183.484.

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

In the Matter of

i-wireless, LLC
dba Access Wireless

Docket No. UM 1509

Application for Limited Designation as an
Eligible Telecommunications Carrier and
Eligible Telecommunications Provider for the
Purpose of Offering Lifeline Service, and
Request for Waiver Pursuant to 860-033-
0001(2)

STIPULATION

This Stipulation is entered into for the purpose of resolving all issues in this proceeding by and among the parties as set forth below.

PARTIES

1. The parties to this Stipulation (the "Stipulation") are i-wireless, LLC dba Access Wireless ("i-wireless"), the Citizens' Utility Board of Oregon ("CUB"), the Oregon Office of Emergency Management ("OEM"), and the Staff of the Public Utility Commission of Oregon ("Staff"), representing all of the parties to the proceeding (together, the "Parties" and individually, a "Party").

BACKGROUND

2. On November 19, 2010, i-wireless filed its initial Application for Limited Designation as an Eligible Telecommunications Carrier ("ETC") with the Public Utility Commission of Oregon (the "Commission"). This Application also included a request for designation as an Eligible Telecommunications Provider ("ETP") for participation in the Oregon Telephone Assistance Program ("OTAP") under Oregon Administrative Rule ("OAR") Chapter

860, Division 033: Residential Service Protection Fund ("RSPF").

3. On Friday, January 21, 2011, a prehearing conference took place. CUB and OEM intervened in the docket. The Parties agreed to delay setting a schedule until the Federal Communications Commission ("FCC") approved i-wireless' Compliance Plan required by its Forbearance Order, FCC 10-117.

4. On January 12, 2012, the Administrative Law Judge ("ALJ") requested that i-wireless file a status report. On January 23, 2012, i-wireless filed a status report explaining that even though the FCC had approved i-wireless' Compliance Plan on October 21, 2011, the Company wanted to wait to observe the impacts of an expected FCC order reforming Lifeline before submitting an amended application. The FCC *Lifeline Reform Order* (FCC 12-11) was released in February of 2012. On August 20, 2012, i-wireless filed another report explaining that it needed more time to ensure compliance with the FCC *Lifeline Reform Order*.

5. i-wireless filed an Amended Application on August 31, 2012. A prehearing conference was held on October 10, 2012. Thereafter, the Parties filed several status reports with the ALJ. Staff and CUB served data requests on i-wireless to which i-wireless responded. On October 31, 2012, the Parties held a workshop. The Parties held additional workshops and settlement conferences on February 25, May 9, and November 7 of 2013. During a conference call on March 12, 2014, the Parties agreed to support a motion to hold the docket in abeyance until October 14, 2014, which was then filed. The docket was suspended effective April 9, 2014 through October 14, 2014. Following the end of the abeyance period, the Parties held additional settlement conferences/workshops on November 13, 2014, January 27, 2015, March 3, 2015, and May 8, 2015. The conferences have been open to all parties to this docket.

6. Staff and CUB have reviewed i-wireless's ETC and ETP Amended Application and exhibits, and considered the additional information provided by i-wireless in response to data requests, informal inquiries, and at workshops/settlement conferences. As a result, the Parties have agreed to modification of several portions of i-wireless's Amended Application, which are superseded by the replacement documents and conditions specified in this Stipulation.

7. All outstanding issues have been resolved and have been addressed. No Party opposes i-wireless's ETC and ETP designation under the terms and conditions set forth in the Stipulation. The Parties are therefore entering into this Stipulation.

AGREEMENT AND CONDITIONS

8. The Parties agree that i-wireless's designation as an ETC and ETP for the limited purpose of offering OTAP and Lifeline services in Oregon, with application of the following terms, conditions, and certain waivers, is in the public interest.

9. The Parties agree that i-wireless meets all initial designation and annual recertification requirements established in Order No. 06-292 for ETC status, as well as requirements in subsequent related FCC Orders, except as specified herein. i-wireless's ETC designation will be only for purposes of participation in the Lifeline Program of the federal Universal Service Low Income Fund. i-wireless will not be designated to receive support from the High Cost Fund or from the Tribal Lifeline or Link Up portion of the federal Universal Service Low Income Fund.

10. The Parties agree that i-wireless meets all ETP requirements specified in OAR Chapter 860, Division 33, with the exception of those for which waivers are requested herein.

11. The Parties agree that approval of i-wireless's ETC and ETP Amended Application is in the public interest subject to the additional requirements specified herein. By virtue of executing this Stipulation, i-wireless agrees to abide by and perform all terms of this Stipulation with respect to providing OTAP and Lifeline supported services in Oregon and to comply with all relevant federal and Oregon requirements for continued ETC and ETP status.

12. i-wireless's ETC and ETP designated service area will be comprised of the zip code areas set forth in Exhibit A to this Stipulation, and illustrated in the map in Exhibit B to this Stipulation. The designated service area excludes any Tribal Lands that lie within the areas of the zip codes listed. i-wireless will provide its prepaid wireless services throughout its designated area in Oregon by purchasing services on a wholesale basis from Sprint. i-wireless represents that Sprint has substantial if not complete coverage throughout each of these zip code

areas. As i-wireless will be unable to improve service to customers where its underlying carrier does not provide acceptable levels of wireless reception, i-wireless agrees to report quarterly on the number of customers within the designated service area that are declined service or cancel service because of poor or no reception. The report must include addresses for those customers so that the data may be analyzed to determine areas of insufficient service.

I. ETC Requirements

13. This Stipulation revises certain information included in i-wireless's Amended Application and binds i-wireless to specific commitments not made in its Amended Application.

- (a) The zip code list in Exhibit A of this Stipulation replaces the list in Exhibit 3 of i-wireless's Amended Application. This list addresses the general intent of the requirement for initial designation in Appendix A, Initial Requirement 3.1.2 of Order No. 06-292, in that it explicitly defines the areas that comprise the proposed designated service area. The Parties agree that defining the designated service area in terms of zip codes rather than wire centers is in the public interest.
- (b) The map in Exhibit B of this Stipulation replaces the map in Exhibit 3 of i-wireless's Amended Application. The map illustrates the zip code areas that comprise the proposed designated service area. The map is an approximation of the zip code areas and is to be used for illustrative purposes only. The Parties accept that this map addresses the general intent of the requirement for initial designation in Appendix A, Initial Requirement 3.1.1 of Order No. 06-292. However, because the map depicts zip codes rather than wire center areas, to the extent that a waiver may be deemed necessary, the Parties support granting such a waiver.
- (c) To fulfill the map requirement for initial designation in Appendix A, Initial Requirement 4.2, of Order No. 06-292, i-wireless submits a public coverage map as Exhibit C of this Stipulation. The map indicates areas of coverage with minimal signal strength of -99 decibel milliwatts (dBm). Furthermore, i-wireless agrees to make available coverage maps in accordance with the CTIA Consumer Code at the point of

sale and on its website upon designation.

- (d) i-wireless's Lifeline and the available non-Lifeline rate plans and additional service offerings are displayed in Exhibit D of this Stipulation.

14. Upon designation, if i-wireless discontinues or expands the use of Sprint facilities to provide Lifeline services in Oregon, or expands coverage through use of wireless facilities of another carrier, it will file notice with the Commission in Docket No. UM 1509 at least thirty (30) days prior to the network change. After notice is filed, Staff will perform a review of i-wireless's remaining wireless coverage and may recommend that the Commission modify i-wireless's designated service area as may be appropriate. i-wireless will post its handset-unlocking policy consistent with the CTIA Consumer Code on the Access Wireless website prior to offering Lifeline services in Oregon.

15. i-wireless was granted blanket forbearance by the FCC from the requirement of Section 214(e)(1)(A) of the federal Communications Act of 1934, as amended, 47 USC 214(c)(1)(A), that ETCs must use their own facilities to provide supported services. As part of forbearance, ETC applicants must submit Compliance Plans to the FCC for approval. The FCC approved i-wireless's plan on October 21, 2011. If conflicts exist or arise between Oregon requirements for ETC and ETP designation and specifics in i-wireless's FCC Compliance Plan, i-wireless will adhere to Oregon requirements, provided they are not inconsistent with federal law.

16. i-wireless meets all requirements for initial designation of Order No. 06-292, as well as the requirements of subsequently-issued FCC orders, except those identified in Exhibit E.

17. i-wireless will comply with all applicable annual ETC reporting requirements following designation as an ETC.

II. ETP Requirements

18. i-wireless meets all ETP designation requirements and is able to comply with the relevant provisions of OAR Chapter 860, Division 33 upon designation, with the exception of

those requirements and provisions for which the Parties have agreed to support waiver requests. The specific rules, or rule subsections, that the Parties agree the Commission should waive are those included in Exhibit E of this Stipulation. The reasons supporting the request for waivers are set forth in the Exhibit. The Commission is authorized to grant the requested waivers, for good cause shown, per OAR 860-033-0001(2). The Parties agree good cause exists to support the waivers in Exhibit E.

19. i-wireless's proposed service offerings for Lifeline customers in Oregon are described in Exhibit D of this Stipulation. i-wireless represents that it will pass through to its Oregon Lifeline customers all funds received from the federal universal service fund. Following designation and the start of operations in Oregon, i-wireless agrees to advertise Lifeline service to existing i-wireless customers who may be eligible for Lifeline.

20. i-wireless will ensure that its Oregon Lifeline customers have the ability in Oregon to purchase additional minutes for their account from i-wireless. Top up card options are displayed in Exhibit D. Additional minutes will be available for purchase to Oregon Lifeline customers at Kroger-based stores, by phone, through customer service, or online through i-wireless's websites at www.accesswireless.com and www.krogeriwireless.com.

21. For Lifeline services provided at no charge to the customer, i-wireless, upon designation, will thereafter submit any proposed reductions in minutes, units or other material terms of Lifeline service offerings to the Commission at least 90 days prior to the proposed effective date. Proposed increases in minutes or other material terms of Lifeline service offerings must be submitted at least ten days before changes become effective. Once changes become effective, the revised service offerings must be filed in this docket within ten days.

22. If, in another state, i-wireless offers a Lifeline service offering with more included minutes or other material terms that exceed what is offered at that time to Oregon customers, i-wireless will extend such terms for Lifeline service to all Oregon customers. If i-wireless creates a promotional offer for Lifeline service in any other state that includes a higher number of free

minutes of usage than offered at that time in Oregon, i-wireless will offer that same promotion to all Oregon consumers. This paragraph does not apply to i-wireless's Lifeline service offerings in states that provide an additional monthly state subsidy, supplement or benefit that is greater than the monthly OTAP benefit.

23. For Lifeline services provided at no charge to the customer, i-wireless, upon designation, will thereafter notify existing customers within ten days following an increase in the minutes, units, or other material terms of Lifeline service offerings and permit existing customers to immediately subscribe to the increased service offering if the increase is not automatically applied to all customers. Staff or CUB may request a re-evaluation of the OTAP-supported component of the Access Wireless Oregon Lifeline 500-minute plan if market conditions result in increased free minutes offered by other ETCs. Any such request for re-evaluation may be made no earlier than one year from designation.

24. i-wireless will continue to remit the RSPF surcharge to the Commission on behalf of all its Oregon customers, including Oregon Lifeline customers, but reserves the right to cease RSPF surcharge payments should the law change to no longer require such remittance.

25. i-wireless will comply with Oregon's 9-1-1 emergency reporting system tax requirements, currently set forth in Oregon Revised Statutes ("ORS") 403.200 to ORS 403.230. i-wireless will remit the 9-1-1 Emergency Communications tax on behalf of all its OTAP and Lifeline customers, but reserves the right to cease 9-1-1 tax payments should the law change to no longer require such remittance.

26. The Parties agree that upon Commission designation, but prior to advertising and offering Oregon Lifeline supported services to any individual in Oregon, i-wireless must meet the following conditions:

- (a) i-wireless must demonstrate operational readiness and the ability to fulfill all reporting requirements of this Stipulation to Staff's satisfaction. Staff may request that i-wireless either host a Staff site visit at i-wireless's contact and fulfillment centers or remotely demonstrate to Staff how its respective databases and systems

are synchronized to capture, produce, and generate the required data for all reports outlined in the Stipulation. i-wireless will further demonstrate how their databases and systems will enable i-wireless to fulfill the requirements of this Stipulation.

- (b) If at any time Staff reasonably believes that i-wireless's databases or systems are not operating effectively in Oregon, Staff may temporarily suspend processing new applications in order to confer with i-wireless and address i-wireless's operational issues. If the operational issue does not negatively affect the operation of OPUC databases, Staff will first provide notice to i-wireless whereupon i-wireless shall have a reasonable opportunity to cure before a suspension takes effect.

27. The Parties agree that when i-wireless begins operating in Oregon, each customer applying for Oregon Lifeline supported service provided by i-wireless may complete and submit the Commission-approved Oregon Lifeline application directly to i-wireless. The application must include a listing of all plan offerings and net price for each plan for the consumer. i-wireless acknowledges that in receiving Oregon Lifeline applications, it will comply with the Commission's technical, operational, reporting and functional requirements for the Commission's automated process for Oregon Lifeline. After i-wireless transmits an application to the Commission, Staff will perform all initial and ongoing (i.e., recertification) eligibility verification functions, including duplicate checks. i-wireless will require the Lifeline applicant to complete the Company's one-per-household worksheet when the Company identifies that other Lifeline customers are residing at the applicant's residential address. i-wireless will also refer the Lifeline applicant to the Commission for resolution if the Company identifies that the applicant is part of a potential inter-company household duplicate.

28. The Parties agree that Staff may require each customer applying for Oregon Lifeline service provided by i-wireless to complete and submit the Oregon Lifeline application directly to the Commission as necessary for operational efficiency.

29. The Parties agree that when Staff notifies i-wireless of a customer who is no longer eligible or wishes to de-enroll from the Oregon Lifeline program, i-wireless will, within

five (5) business days, de-enroll the customer from the Oregon Lifeline program. i-wireless will thereafter not request OTAP or federal Lifeline reimbursement for that customer.

30. Upon designation as an ETC and ETP, i-wireless agrees that it will not contact any enrolled customer to verify that the customer still qualifies for Oregon Lifeline services unless the parties agree in a particular circumstance that i-wireless may contact a customer in order to ask the customer to contact the Commission for recertification.

31. Upon designation, i-wireless acknowledges and agrees it shall comply with OAR 860-033-0110, and any other applicable OARs related to advertising, marketing and outreach. i-wireless agrees to discuss and address any concerns Staff may have with respect to any advertising and marketing materials submitted to Staff and to work in good faith to resolve such concerns.

32. i-wireless agrees to the following with respect to the use of third party representatives following designation as an ETC and ETP by the Commission:

(a) i-wireless is responsible for any act, omission, or failure to comply with OTAP and Lifeline rules committed by an agent, contractor, subcontractor, representative of or employee of i-wireless acting within the scope of the person's employment. i-wireless does not currently provide or allow a representative (including any agent, contractor, or subcontractor) to receive any commission, bonus, or other incentive payment based upon the submission of an Oregon Lifeline application; rather, such incentives are currently based upon the successful enrollment of an Oregon customer in the Oregon Lifeline program. i-wireless agrees to notify Staff thirty (30) days prior to any change in its compensation practices described above, and to work in good faith to address Staff's concerns, if any.

(b) Neither i-wireless nor its representatives, including agents, contractors, and subcontractors, may sign an application on behalf of a customer.¹

¹ Nothing in this section is intended to limit a consumer's ability to request accommodation under the federal Americans with Disabilities Act, as amended, while completing an application.

- (c) If i-wireless transmits a customer's OTAP or Lifeline application or any representative transmits the application on behalf of i-wireless, i-wireless must provide the customer with the following:
- i. Electronic and/or hard copy of the Oregon Lifeline application, and the option to receive a printed copy of the completed application by mail;
 - ii. Confirmation verifying that the Oregon Lifeline application was transmitted with the date of the transmission;
 - iii. Name of the representative who transmitted the Oregon Lifeline application, and the location where the customer received assistance;
 - iv. i-wireless's service brand, mailing address, customer service phone number, e-mail address, and web address.
- (d) i-wireless will ensure that a customer's personal information as defined in ORS 646A.602 is not stored or accessible to unauthorized users on a mobile computing device, including, but not limited to tablets, phones, laptops, and PDAs that are used by i-wireless or its representatives in the transmission of the customer's OTAP or Lifeline application.
- (e) i-wireless will provide written notice to the RSPF Section of the Commission of the dates and general locations of promotional events at temporary locations conducted by i-wireless or on its behalf by any agent, contractor, or subcontractor to promote enrollment in the Oregon Lifeline program at least five business days prior to the event. The initial notice may be corrected up to the date of the event if there are any changes in location or dates.
- (f) i-wireless will not allow an agent, contractor, subcontractor, or employee acting within the scope of employment to make contact with potential Oregon Lifeline customers regarding the Oregon Lifeline program prior to receiving training in OTAP and Lifeline rules, policies and procedures applicable to their duties.
- (g) i-wireless will provide Staff, upon designation as an ETC and ETP and with necessary updates on a quarterly basis, a list of its marketing companies and/or master distributors that employ agents who represent i-wireless during the Lifeline application process.

33. Upon designation, i-wireless will designate a primary and secondary contact individual from i-wireless for daily communications with Staff regarding Oregon Lifeline operational, customer service, and reporting issues. i-wireless will provide and update as necessary the designated personnel's contact information including but not limited to job title, e-mail address and telephone number to Staff. The designated contacts will be the recipients of Commission reports and will have the authority to activate or deactivate a customer's handset. Designated i-wireless contacts will respond to Staff inquiries and requests within two business days. i-wireless may notify Staff of the need for additional time to formulate a response provided that it does not exceed five (5) business days.

34. Designated i-wireless contacts under paragraph 33 above will participate in weekly conference calls with Staff to discuss, address, and resolve any Oregon Lifeline operational or reporting issues. Staff may schedule the conference calls at a time during i-wireless operational hours with greater or lesser frequency as necessary at any time.

35. i-wireless will designate a contact for escalation of compliance or customer service delivery issues raised by Staff. i-wireless will provide and update as necessary the designated contact's information including but not limited to job title, e-mail address and telephone number to Staff. This contact will respond to Staff within two business days. i-wireless may notify Staff of the need for additional time to formulate a response provided that it does not exceed five (5) business days.

36. The Parties agree that in lieu of the weekly No Match report required by OAR 860-033-0046(4), i-wireless will submit a weekly Order Activity report to Staff. Pursuant to OAR 860-033-0046(3), i-wireless will report on a weekly basis all Oregon Lifeline customers who never activated Oregon Lifeline service within 90 days, whose phone service was disconnected, who contacted i-wireless to voluntarily de-enroll or were de-enrolled for failure to use the Oregon Lifeline service that i-wireless offers at no charge in accordance with i-wireless's 60-day Non-Usage Policy (See page 26 and 27 of i-wireless's Amended Application), and whose names, telephone numbers or addresses have changed. i-wireless will list the customer's first

and last name, phone number, residential address, and Commission-assigned OTAP identification number in the Order Activity report. Also, i-wireless customer service representatives may not change the name on the Oregon Lifeline account to another person. If the Oregon Lifeline customer changes his or her name, i-wireless will require the customer to submit official documentation of name change.

37. The Parties agree that i-wireless will submit reports that contain customer personal identifying information electronically to the Commission using appropriate file transfer protocols. Otherwise, the Parties may exchange reports and information via secure email.

38. The Parties agree that the service cycle for i-wireless's wireless service will begin when the customer activates their handset. i-wireless acknowledges that it must require activation by the customer consistent with OAR 860-033-0035(3). i-wireless will not request OTAP or Lifeline reimbursement for a customer unless the customer activates their handset.

39. Upon designation, i-wireless agrees to implement in Oregon its "60-day Non-Usage Policy", which is specified on page 26 and 27 in i-wireless's Amended Application and comply with applicable federal regulations. i-wireless will also comply with the applicable federal regulations for "usage" activities as undertaken by the Lifeline customer.

40. Upon designation, i-wireless will provide applicants approved for i-wireless's Oregon Lifeline service with the option to receive a free handset. All handsets offered will have immediate E911 functionality. The cost of the free handset is borne by i-wireless. No portion of the handset costs is subsidized either by the federal Universal Service Fund or the RSPF. i-wireless will provide one free phone per year to replace a handset that is reported lost or stolen as long as the customer is an active i-wireless subscriber approved for Lifeline service.

41. i-wireless agrees that Oregon Lifeline customers will be able to make customer service calls to i-wireless by dialing "611" or the respective 800 number without deducting any minutes, also referred to as "airtime". i-wireless shall ensure that a customer who contacts customer service can readily report a lost or stolen handset or make a change in service.

42. i-wireless agrees that its customer service representatives may not enroll or activate the Oregon Lifeline service for any customer who has been de-enrolled or reported by i-wireless as de-enrolled for any reason, unless approved by the Commission.

(a) Upon designation, i-wireless will submit to Staff for review and approval the training materials it will provide to i-wireless customer service representatives. The training material will clearly define Oregon Lifeline policies and procedures and highlight how Oregon Lifeline differs from other states. The training material will include, but is not limited to, the following:

- i. Oregon Lifeline eligibility (e.g., program guidelines, restrictions, customer eligibility status, etc.);
- ii. Availability of free service in addition to the availability of the OTAP and Lifeline discounts on i-wireless retail rate plans;
- iii. Areas where Oregon Lifeline service is offered by i-wireless;
- iv. Handset handling and shipping timeframes;
- v. Activation procedures;
- vi. Options for purchasing additional minutes; and
- vii. Porting phone numbers.

(b) Staff may review and approve materials that i-wireless will include on or in the handset package to the Oregon Lifeline customer or available via a website which can be accessed by the handset free of charge for Oregon Lifeline customers explaining in plain language the following:

- i. Activation directions;
- ii. Warranty information. The warranty for refurbished handsets will be 30 days. If new handsets are made available to customers, the handset will come with a manufacturer offered warranty available to the customer;
- iii. Availability of hearing aid compatible handsets;
- iv. i-wireless customer service contact information for wireless service questions and issues, including porting phone numbers and purchasing minutes;

- v. Instructions if handset is lost or stolen or if handset malfunctions;
- vi. Terms and Conditions of Service, including calling 611 and 911; and
- vii. Oregon Lifeline Terms and Conditions.

43. Prior to offering Oregon Lifeline service in Oregon, i-wireless will list the Commission's Consumer Services Section's contact information in i-wireless's Terms of Service for customer complaints, concerns, or disputes. i-wireless will cooperate in good faith with the Commission's Consumer Services Section to resolve customer service and account issues, including but not limited to timely responding to requests for information (i.e., within 10 business days).

III. Special Reports

44. Upon designation as an ETC and ETP and once services are offered in Oregon, i-wireless agrees to provide quarterly reports to Staff that provide details about i-wireless's operations in Oregon. A copy of the information that i-wireless will provide quarterly to Staff and CUB is provided as Exhibit F to this Stipulation.

45. i-wireless agrees to provide Staff a copy of Oregon-specific monthly Lifeline Worksheets (Form 497) that it submits to the Universal Service Administrative Company ("USAC") from which it claims or seeks low-income reimbursement or support from the federal universal service fund. In conjunction with Form 497, i-wireless agrees to report the customers' names, residential addresses, phone numbers and Commission-assigned OTAP identification numbers to Staff in an electronic format accessible by the Commission. i-wireless will submit Form 497 and the corresponding report within three business days from the date that it submits Form 497 to the USAC. When applicable, i-wireless agrees to provide Staff a revised copy of Form 497; i-wireless will submit the revised corresponding report to Staff.

46. Upon Commission approval of this Stipulation, i-wireless will be required to file all information required by the FCC under 47 CFR § 54.401(d). i-wireless shall provide Staff with a copy of any certification that its Lifeline plan satisfies the federal criteria within ten (10)

business days of receipt.

GENERAL TERMS

47. The Parties agree to support Commission approval of i-wireless's request for initial ETC and ETP designations for the limited purpose of offering Oregon Lifeline services, consistent with the terms and conditions specified in this Stipulation. The Parties will encourage the Commission to issue an order approving i-wireless's ETC and ETP Amended Application (as revised in the Stipulation) and the Stipulation as soon as possible. This Stipulation will be offered into the record of this proceeding as evidence pursuant to OAR 860-001-0350(7). The Parties agree to support this Stipulation throughout this proceeding and any appeal, and to provide either witnesses to sponsor testimony or legal representatives to support this Stipulation.

48. The Parties have negotiated this Stipulation as an integrated document. If the Commission rejects all or any material part of this Stipulation or imposes additional material conditions in approving the Stipulation and the ETC and ETP Amended Application, any Party disadvantaged by such action shall have the right to request a hearing and opportunity to submit additional testimony, and/or in accordance with OAR 860-001-0720, seek reconsideration or appeal of the Commission's order. However, prior to taking any such actions, the Party must engage in good-faith negotiation with the other Parties to this Stipulation.

49. The Parties agree that this Stipulation represents compromises in the positions of the Parties. As such, conduct, statements and documents disclosed in the negotiation of this Stipulation shall not be admissible as evidence in this or any other proceeding, unless independently discoverable or offered for the purposes allowed under ORS 40.190. By entering into this Stipulation, no Party shall be deemed to have approved, admitted, or consented to the facts, principles, methods, or theories employed by any other Party in arriving at the terms of this Stipulation, other than those specifically identified in the body of this Stipulation. No Party shall be deemed to have agreed that any provision of this Stipulation is appropriate for resolving issues in any other proceeding, except as expressly identified in the Stipulation.

50. This Stipulation may be executed in counterparts and each signed counterpart

shall constitute an original document.

This Stipulation is entered into by each Party as of the date(s) entered below:

i-wireless, LLC

By: 

Title: CEO

Date: 8/19/15

Staff of the Public Utility Commission of Oregon

By: _____

Title: _____

Date: _____

Citizens' Utility Board of Oregon

By: _____

Title: _____

Date: _____

shall constitute an original document.

This Stipulation is entered into by each Party as of the date(s) entered below:

i-wireless, LLC

By: _____

Title: _____

Date: _____

Staff of the Public Utility Commission of Oregon

By: John Premenschein

Title: AA6

Date: August 27, 2015

Citizens' Utility Board of Oregon

By: _____

Title: _____

Date: _____

shall constitute an original document.

This Stipulation is entered into by each Party as of the date(s) entered below:

i-wireless, LLC

By: _____

Title: _____

Date: _____

Staff of the Public Utility Commission of Oregon

By: _____

Title: _____

Date: _____

Citizens' Utility Board of Oregon

By: RL [Signature]

Title: Executive Director

Date: 8-27-15

Oregon Office of Emergency Management

By: Mark TENNYSON
Title: Technology + Response Section
Date: 8/26/15 MGR.

**i-wireless Designated Service Area - Zip Code List
(Excluding Tribal Lands)**

**EXHIBIT A
DOCKET UM 1509**

Zip Code	City	County
97002	AURORA	MARION
97005	BEAVERTON	WASHINGTON
97006	ALOHA	WASHINGTON
97007	BEAVERTON	WASHINGTON
97008	BEAVERTON	WASHINGTON
97009	BORING	CLACKAMAS
97010	BRIDAL VEIL	MULTNOMAH
97011	BRIGHTWOOD	CLACKAMAS
97013	CANBY	CLACKAMAS
97014	CASCADE LOCKS	HOOD RIVER
97015	CLACKAMAS	CLACKAMAS
97018	COLUMBIA CITY	COLUMBIA
97019	CORBETT	MULTNOMAH
97020	DONALD	MARION
97022	EAGLE CREEK	CLACKAMAS
97023	ESTACADA	CLACKAMAS
97024	FAIRVIEW	MULTNOMAH
97026	GERVAIS	MARION
97027	GLADSTONE	CLACKAMAS
97030	GRESHAM	MULTNOMAH
97031	HOOD RIVER	HOOD RIVER
97032	HUBBARD	CLACKAMAS
97034	LAKE OSWEGO	CLACKAMAS
97035	LAKE OSWEGO	CLACKAMAS
97036	MARYLHURST	CLACKAMAS
97039	MORO	SHERMAN
97040	MOSIER	WASCO
97045	OREGON CITY	CLACKAMAS
97050	RUFUS	SHERMAN
97051	SAINT HELENS	COLUMBIA
97053	WARREN	COLUMBIA
97054	DEER ISLAND	COLUMBIA
97055	SANDY	CLACKAMAS
97056	SCAPPOOSE	COLUMBIA
97058	THE DALLES	WASCO
97060	TROUTDALE	MULTNOMAH
97062	TUALATIN	WASHINGTON
97065	WASCO	SHERMAN
97068	GLADSTONE	CLACKAMAS
97070	WILSONVILLE	CLACKAMAS
97071	WOODBURN	MARION
97078	ALOHA	WASHINGTON
97080	GRESHAM	MULTNOMAH
97086	HAPPY VALLEY	CLACKAMAS
97089	DAMASCUS	CLACKAMAS
97101	AMITY	YAMHILL
97102	ARCH CAPE	CLATSOP

**i-wireless Designated Service Area - Zip Code List
(Excluding Tribal Lands)**

**EXHIBIT A
DOCKET UM 1509**

Zip Code	City	County
97103	ASTORIA	CLATSOP
97106	BANKS	WASHINGTON
97107	BAY CITY	TILLAMOOK
97110	CANNON BEACH	CLATSOP
97111	CARLTON	YAMHILL
97112	CLOVERDALE	TILLAMOOK
97113	CORNELIUS	WASHINGTON
97114	DAYTON	YAMHILL
97115	DUNDEE	YAMHILL
97116	FOREST GROVE	WASHINGTON
97117	GALES CREEK	WASHINGTON
97118	GARIBALDI	TILLAMOOK
97119	GASTON	WASHINGTON
97121	HAMMOND	CLATSOP
97123	HILLSBORO	WASHINGTON
97124	HILLSBORO	WASHINGTON
97127	LAFAYETTE	YAMHILL
97128	MCMINNVILLE	YAMHILL
97130	MANZANITA	TILLAMOOK
97131	NEHALEM	TILLAMOOK
97132	NEWBERG	YAMHILL
97133	NORTH PLAINS	WASHINGTON
97135	PACIFIC CITY	TILLAMOOK
97136	ROCKAWAY BEACH	TILLAMOOK
97137	SAINT PAUL	MARION
97138	SEASIDE	CLATSOP
97140	SHERWOOD	WASHINGTON
97141	TILLAMOOK	TILLAMOOK
97143	NETARTS	TILLAMOOK
97145	TOLOVANA PARK	CLATSOP
97146	WARRENTON	CLATSOP
97147	WHEELER	TILLAMOOK
97148	YAMHILL	YAMHILL
97149	NESKOWIN	TILLAMOOK
97200	PORTLAND	MULTNOMAH
97201	PORTLAND	MULTNOMAH
97202	PORTLAND	MULTNOMAH
97203	PORTLAND	MULTNOMAH
97204	PORTLAND	MULTNOMAH
97205	PORTLAND	MULTNOMAH
97206	PORTLAND	MULTNOMAH
97208	PORTLAND	MULTNOMAH
97209	PORTLAND	MULTNOMAH
97210	PORTLAND	MULTNOMAH
97211	PORTLAND	MULTNOMAH
97212	PORTLAND	MULTNOMAH

I-wireless Designated Service Area - Zip Code List
(Excluding Tribal Lands)EXHIBIT A
DOCKET UM 1509

Zip Code	City	County
97213	PORTLAND	MULTNOMAH
97214	PORTLAND	MULTNOMAH
97215	PORTLAND	MULTNOMAH
97216	PORTLAND	MULTNOMAH
97217	PORTLAND	MULTNOMAH
97218	PORTLAND	MULTNOMAH
97219	PORTLAND	MULTNOMAH
97220	PORTLAND	MULTNOMAH
97221	PORTLAND	MULTNOMAH
97222	PORTLAND	CLACKAMAS
97223	TIGARD	WASHINGTON
97224	TIGARD	WASHINGTON
97225	PORTLAND	WASHINGTON
97227	PORTLAND	MULTNOMAH
97229	PORTLAND	WASHINGTON
97230	PORTLAND	MULTNOMAH
97231	PORTLAND	MULTNOMAH
97232	PORTLAND	MULTNOMAH
97233	PORTLAND	MULTNOMAH
97236	PORTLAND	MULTNOMAH
97238	PORTLAND	MULTNOMAH
97239	PORTLAND	MULTNOMAH
97240	PORTLAND	MULTNOMAH
97266	PORTLAND	MULTNOMAH
97267	PORTLAND	CLACKAMAS
97301	SALEM	MARION
97302	SALEM	MARION
97303	KEIZER	MARION
97304	SALEM	POLK
97305	SALEM	MARION
97306	SALEM	MARION
97317	SALEM	MARION
97321	ALBANY	LINN
97322	ALBANY	LINN
97325	AUMSVILLE	MARION
97327	BROWNSVILLE	LINN
97330	CORVALLIS	BENTON
97331	CORVALLIS	BENTON
97333	CORVALLIS	BENTON
97336	CRAWFORDSVILLE	LINN
97338	DALLAS	POLK
97341	DEPOE BAY	LINCOLN
97348	HALSEY	LINN
97351	INDEPENDENCE	POLK
97352	JEFFERSON	MARION
97355	LEBANON	LINN

**I-wireless Designated Service Area - Zip Code List
(Excluding Tribal Lands)**

**EXHIBIT A
DOCKET UM 1509**

Zip Code	City	County
97361	MONMOUTH	POLK
97362	MOUNT ANGEL	MARION
97364	NEOTSU	LINCOLN
97365	NEWPORT	LINCOLN
97366	SOUTH BEACH	LINCOLN
97367	LINCOLN CITY	LINCOLN
97368	OTIS	LINCOLN
97369	OTTER ROCK	LINCOLN
97370	PHILOMATH	BENTON
97371	RICKREALL	POLK
97373	SAINT BENEDICT	MARION
97374	SCIO	LINN
97375	SCOTTS MILLS	MARION
97376	SEAL ROCK	LINCOLN
97377	SHEDD	LINN
97381	SILVERTON	MARION
97383	STAYTON	MARION
97385	SUBLIMITY	MARION
97386	SWEET HOME	LINN
97388	GLENEDEN BEACH	LINCOLN
97389	TANGENT	LINN
97391	TOLEDO	LINCOLN
97392	TURNER	MARION
97394	WALDPORT	LINCOLN
97401	EUGENE	LANE
97402	EUGENE	LANE
97403	EUGENE	LANE
97404	EUGENE	LANE
97405	EUGENE	LANE
97408	EUGENE	LANE
97409	ALVADORE	LANE
97411	BANDON	COOS
97419	CHESHIRE	LANE
97420	COOS BAY	COOS
97423	COQUILLE	COOS
97424	COTTAGE GROVE	LANE
97426	CRESWELL	LANE
97431	DEXTER	LANE
97432	DILLARD	DOUGLAS
97435	DRAIN	DOUGLAS
97437	ELMIRA	LANE
97438	FALL CREEK	LANE
97439	FLORENCE	LANE
97441	GARDINER	DOUGLAS
97444	GOLD BEACH	CURRY
97446	HARRISBURG	LINN

I-wireless Designated Service Area - Zip Code List
(Excluding Tribal Lands)EXHIBIT A
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Zip Code	City	County
97448	JUNCTION CITY	LANE
97450	LANGLOIS	CURRY
97452	LOWELL	LANE
97455	PLEASANT HILL	LANE
97456	MONROE	BENTON
97458	MYRTLE POINT	COOS
97459	NORTH BEND	COOS
97461	NOTI	LANE
97462	OAKLAND	DOUGLAS
97465	PORT ORFORD	CURRY
97470	ROSEBURG	DOUGLAS
97471	ROSEBURG	DOUGLAS
97475	GATEWAY POSTAL-SPRINGFIELD	LANE
97477	SPRINGFIELD	LANE
97478	SPRINGFIELD	LANE
97479	SUTHERLIN	DOUGLAS
97487	VENETA	LANE
97494	WILBUR	DOUGLAS
97495	WINCHESTER	DOUGLAS
97497	WOLF CREEK	JOSEPHINE
97499	YONCALLA	DOUGLAS
97501	MEDFORD	JACKSON
97502	CENTRAL POINT	JACKSON
97504	MEDFORD	JACKSON
97525	GOLD HILL	JACKSON
97526	GRANTS PASS	JOSEPHINE
97527	GRANTS PASS	JOSEPHINE
97532	MERLIN	JOSEPHINE
97533	MURPHY	JOSEPHINE
97535	PHOENIX	JACKSON
97539	SHADY COVE	JACKSON
97540	TALENT	JACKSON
97701	BEND	DESCHUTES
97702	BEND	DESCHUTES
97707	BEND	DESCHUTES
97734	CULVER	JEFFERSON
97739	LA PINE	DESCHUTES
97753	POWELL BUTTE	CROOK
97754	PRINEVILLE	CROOK
97756	REDMOND	DESCHUTES
97760	TERREBONNE	DESCHUTES
97810	ADAMS	UMATILLA
97812	ARLINGTON	GILLIAM
97813	ATHENA	UMATILLA
97818	BOARDMAN	MORROW
97826	ECHO	UMATILLA

i-wireless Designated Service Area - Zip Code List
(Excluding Tribal Lands)

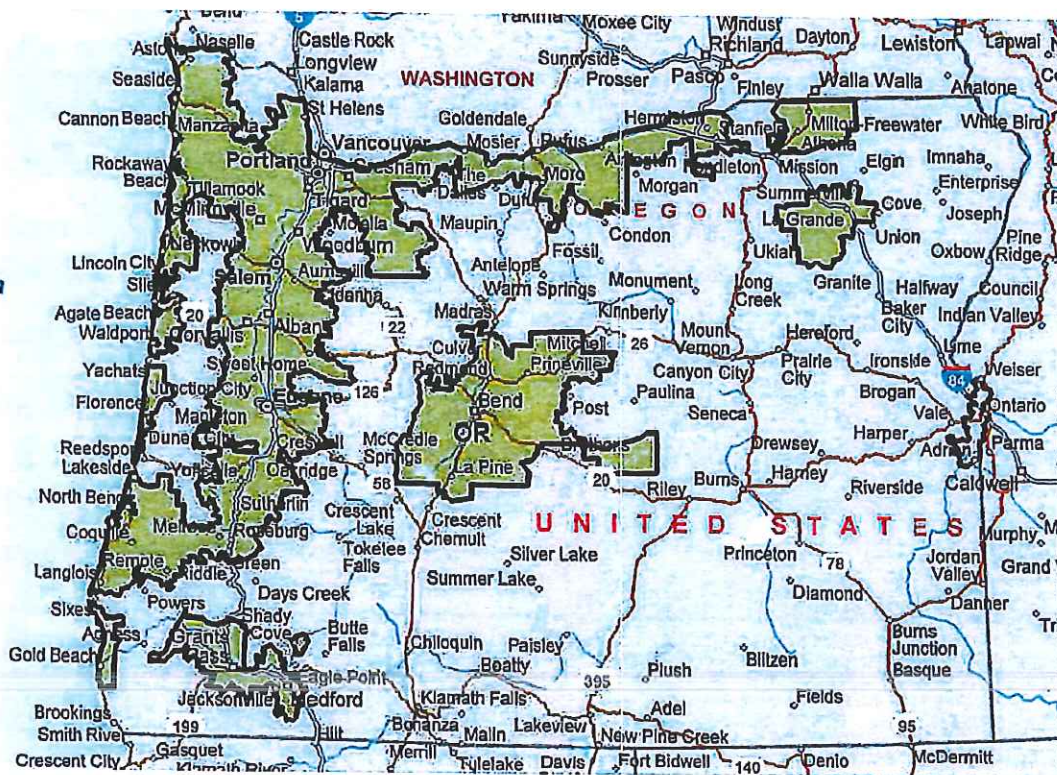
EXHIBIT A
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Zip Code	City	County
97838	HERMISTON	UMATILLA
97844	IRRIGON	MORROW
97850	LA GRANDE	UNION
97862	MILTON FREEWATER	UMATILLA
97875	STANFIELD	UMATILLA
97882	UMATILLA	UMATILLA
97886	WESTON	UMATILLA
97913	NYSSA	MALHEUR
97914	ONTARIO	MALHEUR

ORDER NO.

15 300

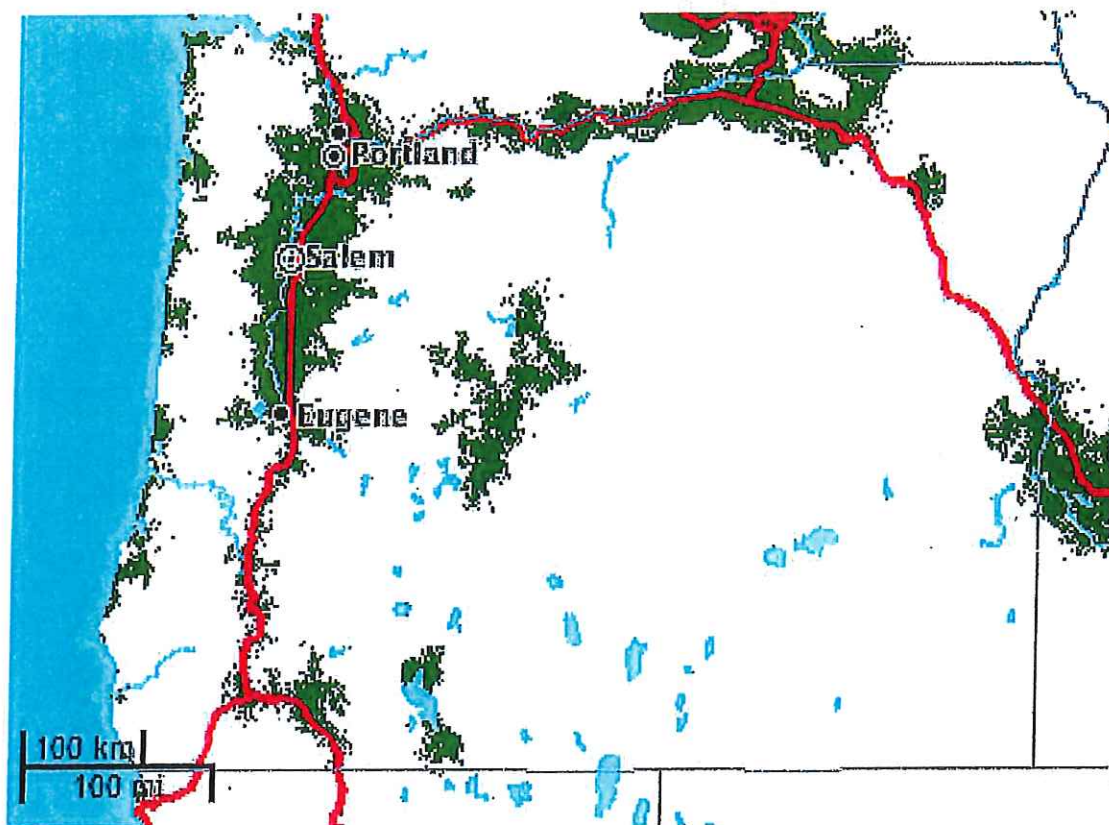
EXHIBIT B: Designated Service Area



i-wireless Designated Service Area

i-wireless Coverage

EXHIBIT C



This map indicates areas of coverage with minimal signal strength of -99 decibel milliwatts (dBm)

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Exhibit D - Rate Plans

	Access Wireless	i-wireless Retail Plans*		
	Oregon Lifeline Plan	Unlimited Talk & Text	Unlimited Talk, Text, & 2GB Data	Unlimited Talk, Text, & 3GB Data
Plan Minutes	500 (non-rollover)	Unlimited	Unlimited	Unlimited
Text	Unlimited	Unlimited	Unlimited	Unlimited
Data	n/a	500MB	2.0GB	3.0GB
Additional Airtime	Available with purchase of Top Up Card	n/a	n/a	n/a

Free Handset	X	X	X	X
Local Calls	X	X	X	X
Nationwide Long Distance	X	X	X	X
Voicemail, Caller ID, Call Waiting	X	X	X	X
Free 911	X	X	X	X
Free 611	X	X	X	X
Balance Inquiries	X	X	X	X
Rollover Allowed	X	X	X	X
Text Included	X	X	X	X
Data Allowance		X	X	X
Participation in Kroger Free Minute Loyalty Program	X	X	X	X

Retail Price	n/a	\$ 35.00	\$ 50.00	\$ 75.00
Federal Subsidy	\$ 9.25	\$ 9.25	\$ 9.25	\$ 9.25
OTAP Subsidy	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50
Company Credit	-	-	\$ 5.75	\$ 5.75
Lifeline Consumer Price	\$0	\$ 22.25	\$ 31.50	\$ 56.50

* The \$10/100 Min & \$25/250 Min Retail Plans are not approved for Lifeline/OTAP discounts in OR.
For currently available retail plans, see www.krogeriwireless.com

ACCESS WIRELESS TOP UP CARDS**

	\$5 Card	\$10 Card	\$25 Card	\$35 Card	\$50 Card
Purchased Minutes	100	150	300	Unlimited	Unlimited
Text	n/a	n/a	n/a		
Data	0	100 MB	500 MB	500 MB	2 GB
Picture Mail	0	25	50	100	100

**Top Up Card is valid for 30 days from the date the airtime card is applied to account for all cards with the exception of \$5 card, which is valid for 10 days from date applied.

Exhibit E - Waivers

Rules and Requirements that the Parties Request the Commission Waive

The Parties agree that granting i-wireless waivers of the following rules and requirements for ETC designation is appropriate and in the public interest.

Waiver of Initial Application Requirements.**1. Partial waiver of Commission Order No. 06-292, Initial Application Requirements 3.1.1 and 3.1.2.**

Commission Order No. 06-292, Initial Application Requirements 3.1.1 and 3.1.2 require identification of applicant's licensed area boundaries and a description of applicant's service territory by reference to ILEC wire centers. As a non-facilities-based reseller, i-wireless does not own cellular licenses and therefore cannot identify such areas on a map. In addition, the Parties agree that i-wireless' service territory will be identified based on zip codes rather than ILEC wire centers. Therefore, in lieu of the map required by Application Requirement 3.1.1, i-wireless provides a map in Exhibit B to the Stipulation showing the zip codes included in the service territory. In lieu of the list of ILEC wire centers required by Application Requirement 3.1.2, i-wireless provides a list of zip codes for which it seeks designation as an ETC in Exhibit A to the Stipulation.

2. Partial waiver of Order No. 06-292, Initial Application Requirement 4.2.

Commission Order No. 06-292, Initial Application Requirement 4.2, sets out requirements with regard to mapping signal strength. i-wireless provides as Exhibit C to the Stipulation a coverage map indicating minimum signal strength of -99 dBm, which it believes satisfies Requirement 4.2. i-wireless requests a waiver of the requirement to the extent that more detailed or variable signal strength mapping is required. As a reseller of Sprint wireless service, i-wireless does not have access to more detailed information.

RSPF Rules**3. OAR 860-033-0005(7)(a)**

Waiver of the requirement in OAR 860-033-0005(7)(a) to the extent it requires i-wireless to offer services using its own facilities. The FCC has granted i-wireless forbearance from the companion federal requirement and approved its compliance plan.

4. OAR 860-033-0006(3)(b)

Waiver of OAR 860-033-0006(3)(b) to the extent that it would require i-wireless to collect the Residential Service Protection Fund ("RSPF") surcharge from its Lifeline or non-Lifeline customers. i-wireless will remit the RSPF surcharge on behalf of all of its Oregon customers. As a prepaid service provider, it does not issue invoices. Also, its Lifeline plan requires no financial contribution from customers.

5. OAR 860-033-0006(3)(c)

Waiver of OAR 860-033-0006(3)(c) to the extent that it would require i-wireless to identify the RSPF surcharge on each customer's bill. As discussed above, i-wireless is a

Exhibit E - Waivers

prepaid wireless service provider and therefore does not issue bills to its Lifeline customers.

6. OAR 860-033-0010(2)

Partial waiver of the requirement that an ETP must offer OTAP discounts on all service offerings that include basic telephone service. Exhibit D to the Stipulation contains the Company's Lifeline service offerings. The Parties have agreed that i-wireless will not offer the OTAP discount on the "100 Minute with 50MB Data retail plan or on the 250 Minute Talk with Unlimited Text and 250MB Data" retail plan. These plans are excluded because they offer fewer minutes for voice (the supported service) than the 500 Free Minutes Plan.

7. OAR 860-033-0046(4).

Waiver of the weekly No Match report required by OAR 860-033-0046(4). The Parties agree that in lieu of the weekly No Match report, i-wireless will submit a weekly Order Activity report to Staff in an electronic format accessible by the Commission. The No Match report is unnecessary because i-wireless will provide the same information in the Order Activity report described in paragraph 36 of the Stipulation.

Exhibit F – Quarterly Report

QUARTERLY REPORT – OREGON LIFELINE
Due by end of first month following end of quarter

		Month 1	Month 2	Month 3
1	Non-usage: Customers de-enrolled for non-usage			
2	Free Handsets			
	a. 1. Lost/stolen handsets			
	2. Lost/stolen handsets replaced			
	b. 1. Customers reporting they did not receive free handset			
	2. Replacement handsets sent			
	c. 1. Defective handsets reported			
	2. Replacement handsets sent			
	d. 1. Intentionally left blank			
	2. Intentionally left blank			
3	All Handsets			
	a. Customer requests to unlock handset			
	b. Unlocking requests denied			
4	Coverage Issues			
	a. Lifeline customer requests denied due to lack of coverage (list associated home addresses)			
	b. Lifeline customers that cancelled service due to coverage issues (list associated home addresses)			
5	Customer Complaints or Problems*			
	a. Wireless coverage or reception			
	b. First month's free minutes			
	c. Subsequent month's free minutes			
	d. Add-on or top-up options			
	* For each complaint or problem, document a) customer name and phone number, b) date of call, c) description of complaint/problem, and d) explanation of disposition of complaint/problem and date. Include with report only upon request of OPUC Staff.			
6	Customer Service Center			
	a. Avg. no. of seconds to reach representative (after recording)			
	b. Calls from current Oregon Lifeline customers			
	c. Inquiries from Oregon non-Lifeline customers regarding Lifeline			
	d. Requests to change Lifeline calling plans			
7	Number of non-Lifeline customers in Oregon			

Exhibit F – Quarterly Report

QUARTERLY REPORT – OREGON LIFELINE

Due by end of first month following end of quarter

Complete for each of three months in quarter

Usage Characteristics Report – Lifeline Plans

		Plan A	Plan B	Plan C
1	No. of total active subscribers			
2	No. of subscribers that depleted all free minutes by month's end			
3	No. of subscribers that depleted all free minutes within first 15 days of the month			
4	Percentage of free units used for voice calls (customer average)			
5	Percentage of free units used for texts (customer average)			
6	Percentage of free minutes used for international calls (customer average)			
7	Number of customers who purchased additional voice units			
8	Average number of additional minutes purchased (for customers that purchased voice units)			
9	Number of customers who purchased data-only cards			
10	Number of customers who purchased text add-ons			