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April 8, 2011

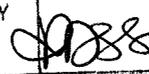
VIA OVERNIGHT DELIVERY

Lori Morrison, Utilities Division
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007
(602) 542-0664

Arizona Corporation Commission

DOCKETED

APR 11 2011

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RECEIVED

Re: i-wireless, LLC
Docket No.T-20538A-10-0332

Dear Ms. Morrison:

Enclosed please find for filing an original and thirteen (13) copies of i-wireless, LLC's responses to Staff's Second Set of Data Requests in the above referenced matter. Responses have also been sent to you via email at lmorrison@azcc.gov.

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

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

Respectfully submitted,

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

cc: Patrick McDonough
Kimberly A. Ruht, Legal Division
via e-mail: kruht@azcc.gov

Attached Service List

**ARIZONA CORPORATION COMMISSION
STAFF'S SECOND SET OF DATA REQUESTS TO
i-wireless, LLC
Docket No. T-20538A-10-0332
April 5, 2011**

- LM 2.1 Referencing the Company's response to LM 1.16, the Company states, "Customers are offered the flexibility of taking a dollar credit of \$15, in lieu of the minutes, and apply it towards any retail plan (except a text only plan). With this credit customers can put \$10 (approximately \$11.15 with tax) on their account and receive 200 minutes, unlimited texting and unlimited data. Alternatively they can put \$25 (approximately \$27.88 with tax) towards their account and receive unlimited nationwide calling, unlimited texting and unlimited data."
- a. Are Lifeline customers allowed to change their calling plans? If yes, how often can they change their calling plan? For example, can a Lifeline customer sign-up for the free 150 minutes per month and two months later, change to plan for \$10 and then change back to the free 150 minutes per month a month later?
 - b. If a Lifeline customer was on a plan that allowed unused minutes to rollover and they changed to a different plan, would the rollover minutes still be available for their use until the minutes are used?
 - c. How much does the Company currently charge its non-Lifeline customers for its unlimited calling, unlimited text and unlimited data plan?
 - d. Please explain any differences between the amount stated in response (c.) above and \$40 for the same unlimited service option when provided to a Lifeline customer (\$15 the Company provides as a subsidy plus the \$25 from a Lifeline customer).

All Contacts Providing Information/Response for the above question:

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LM 2.1

RESPONSE:

- a. Lifeline customers can change their plan on their monthly plan date, as often as they like; so yes, the example scenario given could occur.
- b. Yes, the rollover minutes would be available for the following month after the plan change. However, the rollover policy of the new plan selected would apply for subsequent months.
- c. Please see attached Exhibit 1 for an updated summary of retail rate plans. The \$10 Lifeline plan would cost a retail customer \$25; the \$25 Lifeline plan would cost a retail customer \$40; and the \$45 Lifeline plan would cost a retail customer \$60. Please note that the \$60 plan is unlimited voice and unlimited text, but is limited to 2.5 gigabytes of data. 2.5 gigabytes is unlimited, for all intents and purposes, for all but the most heavy data users on Smart Phones. Also please note that Lifeline customer will always pay the same amount that retail customers do, less the \$15 credit.
- d. Not applicable. The prices for Lifeline rate plans are determined by subtracting the \$15 Lifeline discount from the retail price.

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- LM 2.2 Referencing the Company's response to LM 1.18, the Company states that customers have the option to buy additional minutes at any time. Additionally, in the Company's response to LM 1.34, the Company indicates additional minutes may be purchased in increments of \$10, \$20 and \$50.
- a. Please state the cost per additional minute and the amount of minutes included in each increment option.
 - b. For purchased additional minutes, please clarify when the additional minutes will expire. For example, are additional purchased minutes good for 30 days, 60 days and 90 days for Lifeline customers?

RESPONSE:

- a. **Additional minutes will always cost Lifeline customers only 10 cents per minute, so \$10 buys 100 minutes, \$25 buys 250 minutes and \$50 buys 500 minutes, though more value can be achieved by opting into a monthly plan.**

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LM 2.2

RESPONSE (Cont'd):

- b. The number of days an i-wireless airtime card is valid is as follows (for retail customers):**

**\$10 cards - valid for 30 calendar days from the date of activation
\$25 cards - valid for 60 calendar days from the date of activation
\$50 cards - valid for 90 calendar days from the date of activation**

Upon the expiration of such period (i.e. 30/60/90 days), any remaining value will expire, unless a new i-wireless card is added before expiration of the period, in which case the expiration on all remaining airtime extends to the expiry date of the new airtime card.

For Lifeline customers, any top-up amount added to the customer's account will not expire for 90-days. We consider that top-up value aggregated with the Lifeline subsidy for dollar magnitude consideration and have given the Lifeline customers an added benefit in that regard.

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- LM 2.3 Referencing the Company's responses to LM 1.23 (a)-(g):
- a. Is there any instance in which the Company would not exchange a handset?
 - b. Is there any instance in which the Company would charge a Lifeline customer for a handset? For example, if a handset were damaged or a customer has requested multiple exchanges or not returned a malfunctioning handset after a replacement was sent.

RESPONSE:

- a. **If a handset was clearly damaged due to customer misuse (subjected to water or dropped on a hard surface), we would charge a customer (\$25 + shipping & tax) and replace it with a phone of equal, or more, value.**
- b. **See 2.3(a). There is not a set number of exchanges a customer can send in. If a customer does not send in the malfunctioning handset, we cannot assess it and therefore would charge the customer for the replacement.**

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LM 2.4 Referencing the Company's response to LM 1.24, please clarify if there is any expiration date or timeframe for any unused rollover minutes.

RESPONSE: The timeframe for use of rollover minutes is 30 days, as unused minutes carry over to the following month and not indefinitely.

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- LM 2.5 Referencing the Company's response to LM 1.27, please explain why the Company excludes free calls to its customer service (611) under the 250 free minute Option.
- a. Does the Company exclude free calls to its customer service (611) in any of its paid customer options?
 - b. Please explain in detail why the Company believes that excluding free calls to customer service from low-income customers is in the public interest and is good public policy.

RESPONSE:

- a. **No, but 250 minutes would cost a retail customer \$30. We implemented the 250 minute option because some states were having trouble seeing the extra value, over our competitors, in our 150 minute plan, even though it offers perks well beyond our competitors' offers. In that the 250 minute plan offers customers an additional choice and it helps illustrate the extra value in our 150 minute plan (in comparing the plans side-by-side), we do feel like it is a positive thing for consumers.**
- b. **i-wireless offers the 250-Minute option for those customers who prefer a larger bucket of free minutes to the "perks" included in all other Lifeline and retail plans. i-wireless cannot offer the 250-Minute plan with free customer care calls, as i-wireless maintains a level of customer care that is costly (hold time is less than 2 minutes while its competitors have wait times of 20 minutes or more; call center is located in the U.S.) and therefore would not be able to remain profitable. i-wireless believes that its Lifeline plan options, viewed as a complete package, are in the public interest.**

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- LM 2.6 Referencing the Company's response to LM 1.35, please respond to the following:
- a. Since Lifeline customers would pay for additional minutes or would pay a reduced rate for some of the calling plans, these payments are considered deposits from the customers, not federal funds, accepted by the Company. What is the Company's position with respect to a requirement to obtain a bond to protect the customers' prepayments or deposits in the event the Company ceases operations in Arizona?
 - b. Is the Company willing to comply with Arizona Administrative Code (A.A.C.) R14-2-1107 should the Company choose or be required to cease operations in Arizona?

RESPONSE:

- a. **Lifeline customers have the option to attain wireless service for free and thus are not required to make any prepayments or deposits; therefore, it is the Company's position that a requirement to obtain a bond to protect customers' prepayments or deposits in the event the Company ceases operations in Arizona would be unnecessary. In addition, The Kroger Co., which is the largest retailer in the United States, owns half of i-wireless, so the Commission can be assured that the Company would not cease operations and leave any customers not receiving the service for which they paid.**
- b. **Yes.**

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LM 2.7 Referencing the Company's responses to LM 1.37 and LM 1.39, the Company indicates it will use direct mailing, radio, and bus/public transportation signage. Please provide to Staff samples of each of these methods of advertising the Company's Lifeline service and explain in detail how each of these advertisements complies with the requirements in 47 U.S.C. § 214(e)(1)(B), which requires a common carrier designated as an eligible telecommunications carrier to advertise the availability of such services and the corresponding charges.

RESPONSE: The creative has not been produced for mass media yet. The mass media referred to in 1.37 & 1.39 will be in keeping with design and messaging of i-wireless' brochures and in-store advertising (See Exhibit 2 for a sample i-wireless Lifeline brochure, as well as examples of recent mass media advertising for i-wireless' retail product).

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- LM 2.8 Referencing the Company's response to LM 1.43:
- a. In the second paragraph of the response, please explain what is meant by an "experienced" reviewer of consumer applications for Lifeline service.
 - b. Please explain in detail how the Company will verify any documentation presented by eligible applicants is authentic and prevent/reduce fraud in the verification process. Please include all processes and procedures used in the authentication process.

RESPONSE:

- a. **i-wireless has contracted with Solix, a well-known, *experienced* and reputable firm in the USF industry, to assist in reviewing customer applications and verifying eligibility.**
- b. **Solix is very experienced in reviewing and verifying customer documentation. Their specific processes and procedures are subject to a confidentiality agreement and, therefore, we cannot share this information. We would be happy to set up a call so that staff can talk directly to Solix.**

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LM 2.9 Referencing LM 1.50, please provide the tariff required by Staff.

RESPONSE: See attached Exhibit 2.

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LM 2.10 Referencing the Company's response to LM 1.57 and the document presented in Exhibit 7, Staff has not yet received the formal declaration the Company indicates it will file once received. Please provide a signed affidavit on the underlying carrier's letterhead that it will treat 911 calls from i-wireless' customers on the underlying carrier's network in the same manner as 911 calls from the underlying carrier's own retail customers.

RESPONSE: See attached Exhibit 3.

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- LM 2.11 Referencing the Company's response to LM 1.58, the Company states it makes the necessary monthly payments for the Arizona Universal Service Fund ("AUSF") as required in A.A.C. R14-2-1204.
- a. Please clarify if any payments were remitted to AUSF pursuant to A.A.C. R14-2-1204(B)(1)(a) and (b) are from prepaid services.
 - b. What is the Company's position on the application of A.A.C. R14-2-1204(B)(1)(a) and (b) on prepaid services.
 - c. Please clarify if any payments were remitted to AUSF pursuant to A.A.C. R14-2-1204(B)(2) for prepaid and post paid services.

RESPONSE:

- a. **These fees are paid with respect to Postpaid and Prepaid subscribers.**
- b. **We believe that these fees apply to prepaid subscribers. As such, we have paid these fees since our first Arizona subscriber.**
- c. **Yes, we remit these for both prepaid and postpaid subscribers.**

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- LM 2.12 Referencing the Company's response to LM 1.59, the Company states it recently started remitting payments for the Arizona Telecommunications Relay Services Fund ("ATRSF") when it starting providing service in the postpaid wireless market.
- a. Does the Company provide landline service?
 - b. Based on the current version of the statute for ATRSF [A.R.S. R42-5252(B) and 42-5253(B)(2)], it only applies to landline services. Given this information, does the Company need to modify its response to LM 1.59?

RESPONSE:

- a. No.
- b. **We had interpreted that these fees applied to postpaid subscribers. If we have misinterpreted this, we will make the corresponding corrections.**

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LM 2.13 Referencing the Company's response to LM 1.60, the Company states it recently started remitting payments for the Arizona Emergency Telecommunications Services Revolving Fund ("AETSRF") when it started providing service in the postpaid wireless market. Please clarify: Is it the Company's position that it is not required to provide support or make the necessary payments to AETSRF from its prepaid services?

RESPONSE: It was our assessment that AETSRF applied to postpaid not prepaid service. If the Arizona Corporation Commission believes that this is an incorrect assessment, we would be more than willing to revisit this.

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LM 2.14 Has the FCC approved the Company's compliance plan? If yes, please provide the FCC Order. If no, please explain why the Commission should consider the Company's current application before the FCC has made its final decision about the Company's compliance plan.

RESPONSE: i-wireless' Compliance Plan is currently pending with the FCC. In regards to the Compliance Plan, the FCC's grant of forbearance was conditioned upon, "submitting to the Wireline Competition Bureau a compliance plan outlining the measures the carrier will take to implement the obligations contained in this order within 30 days of the effective date of this order." i-wireless submitted its Compliance Plan within 30 days following its Forbearance Order, and thus has fully complied with the conditions of its grant of forbearance. i-wireless realizes that the FCC is in the midst of responding to the Federal-State Joint Board on Universal Service's November 2010 recommended decision. i-wireless has already stated its willingness to abide by future regulations implemented by the FCC, and has respectfully asserted that, until such time as the Commission adopts new policies and regulations, i-wireless should be held to the same criteria and conditions applied to carriers that have previously received approval of their compliance plans. i-wireless' Compliance Plan and subsequent voluntary commitments go above and beyond the commitments of other carriers who have received compliance plan approvals, and undoubtedly demonstrate the Company's compliance with the conditions of its grant of forbearance.

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- LM 2.15 Referencing the Company's response to LM 1.12, the Company states it does not intend to do any advertising of its Tribal Land Lifeline program in any Native American dialect. Further, in the Company's response to LM 1.28, the Company appears to only provide customer service in English and Spanish.
- a. Please explain in detail why the Company is not intending to advertise its Tribal Land Lifeline service options in any Native American Dialect if it intends to provide Lifeline service on Tribal Lands.
 - b. If the Company intends to provide Lifeline services on Tribal Lands, will the Company be able to provide customer service assistance in any Native American Dialect? If yes, please provide details as to how that will be done. If no, please explain in detail why not.
 - c. If the Company were required by the Commission to commit to providing customer service in Native American Dialects as a provision to serve Tribal Lands, would the Company still seek to provide Lifeline service on Tribal Lands? If no, please explain in detail why not.

RESPONSE:

- a. **If we are approved to provide service on Tribal Lands, i-wireless is willing to advertise in the associated Native American Dialect.**
- b. **We do not have any current plans to provide customer care in Native American Dialect, although we will look into this. If we can do so in a way that isn't cost prohibitive, we would be happy to provide this.**
- c. **As stated above, as long as we can find a way to provide this at a reasonable cost, we'd be happy to do so. If it is cost prohibitive, and it is a requirement, we may have to regretfully withdraw our Tribal offering.**

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LM 2.16 Referencing the Company's application, on Page 10, in addressing the requirement as to remaining functional in emergency situations [47 C.F.R. § 54.202(a)(2)], does the Company's underlying carrier currently have in place state-of-the-art network reliability standards such that it would have a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities and is capable of managing traffic spikes resulting from emergency situations?

RESPONSE: Yes, as a Tier I carrier, Sprint has these capabilities.

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LM 2.17 Referencing the Company's application, on Page 10, in addressing the requirement for access to interexchange service, does the Company impose a separate charge for interexchange i.e., long distance, calls?

RESPONSE: No, i-wireless does not impose a separate charge for domestic long distance calls.

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- LM 2.18 Referencing the Company's application, on Page 12, in addressing the requirement as to its commitment to consumer protection and service quality [47 C.F.R. § 54.202(a)(3)]:
- a. Will the Company commit to complying with the Cellular Telecommunications and Internet Association's ("CTIA") Consumer Code for Wireless Service? If yes, please make a statement to that effect. If no, please explain in detail why not.
 - b. What is the Company's privacy policy regarding collecting and using customer information and where can a customer view the privacy policy?

RESPONSE:

- a. **Yes, i-wireless commits to complying with the Cellular Telecommunications and Internet Association's ("CTIA") Consumer Code for Wireless Service. The following service standards pertain to Postpaid service and would not be in place with respect to Prepaid service: #3-Provide contract terms – this does not apply since i-wireless does not employ contracts; #6-Separately Identify Carrier Charges from Tax on Billing Statements – i-wireless does not render billing statements to its prepaid customers, but for every transaction they make, service charges vs. taxes are fully described; #7-Provide Customers with the Right to Terminate Service Upon Changes to Their Contract – As mentioned, we don't employ contracts so this provision does not apply. Customers can, however, cancel service at any time without penalty.**
- b. Please see <https://www.iwirelesshome.com/privacypolicy.php> for details on the Company's privacy policy. A link to the privacy policy is clearly marked on the Company's website. A copy of the Terms and Conditions, which refers to the privacy policy, will be included in the customer's initial welcome packet that is mailed to their home along with their free Lifeline handset. The Terms and Conditions also provide the web address to access the privacy policy.

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LM 2.19 Referencing requirement 47 C.F.R. § 54.202(a)(5), the FCC, having determined it would not impose a general equal access requirement on ETC applications, directed ETC applicants to certify that it acknowledges that the FCC may require such applicants to provide equal access to long distance carriers in the event no other eligible telecommunications carrier is providing equal access within the service area.¹ Further, the FCC determined it would decide whether to impose any equal access requirements on a case-by-case basis. Did the FCC specifically waive this requirement for the Company? If yes, please provide the legal cite where this is stated specifically for i-wireless, LLC. If no, please address the Company's position on this requirement and include a detailed explanation as to why the requirement should or should not be waived.

RESPONSE: i-wireless acknowledges that the FCC may require it to provide equal access to long distance carriers in the event no other eligible telecommunications carrier is providing equal access within the service area, and will abide by such a requirement.

¹ *Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Report and Order, FCC 05-46 (rel. March 17, 2005), para 37.*

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LM 2.20 Would the Company be willing to submit a finalized advertising plan for Lifeline services to Staff for review thirty (30) days prior to commencing service?

RESPONSE: We would be willing to provide a proposed advertising plan to Staff. We would also like to agree on, ahead of time, certain avenues to pursue ahead of the 30-days, in order to avoid delays in providing service. This could be done in person or via phone call at the Staff's preference.

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Newport, Kentucky 41071
Telephone: (513) 378-1731
E-mail: pat.mcdonough@iwirelesshome.com

ARIZONA CORPORATION COMMISSION
STAFF'S SECOND SET OF DATA REQUESTS TO
i-wireless, LLC
Docket No. T-20538A-10-0332
April 8, 2011

- LM 2.21 Referencing the Company's response to LM 1.1, the Excel spreadsheet listing all the zip codes in which the Company has coverage:
- a. What is the Company's policy regarding providing Lifeline services in zip codes that have less than 100% coverage?
 - b. For those zip codes that have less than 100% coverage, how would a potential customer know whether they are within the Company's coverage area?
 - c. Please discuss the possibility of the Company not providing Lifeline services in zip codes with less than 100% coverage rather than customers having a less than satisfactory experience using the Company's service.

RESPONSE:

- a. **Generally, there are many areas within a zip code that aren't necessary to cover. We strive to ensure that there is adequate coverage before initiating service with a customer, as we want to make sure we provide a good customer experience.**
- b. **The process described in a. above will be built into our application system to make sure customers who sign up for service are in covered areas. Furthermore, if customers want to see a graphical representation of coverage in their area and in areas they frequent, they can see this on our website (www.iwirelesshome.com/coverage.php).**
- c. **See a. above. It is common in the wireless industry to provide service in less than 100% covered zip codes. There are some areas that are unpractical and unnecessary to cover.**

All Contacts Providing Information/Response for the above question:

Patrick McDonough
i-wireless, LLC
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Newport, Kentucky 41071
Telephone: (513) 378-1731
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EXHIBIT 1

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

Option 3: Lifeline \$15 Retail Discount Plan*

Lifeline eligible customers may choose any i-wireless monthly retail plan (excluding text only plans) at a \$15 discount. The following retail monthly plans are available as of February 2011:

Talk Plans (monthly)

- 200 anytime minutes, unlimited text messages, and 200 megabytes of data (web browsing and e-mail on capable phones) (additional usage priced at 10 cent minutes)
Net cost to Lifeline customer: **\$10** (plus applicable taxes and fees)
- 1,000 minutes, unlimited text messages and 500 megabytes of data (web browsing and e-mail on capable phones) (additional usage priced at 10 cent minutes)
Net cost to Lifeline customer: **\$25** (plus applicable taxes and fees)
- Unlimited talk (10 cent text messages, data plans sold separately)
Net cost to Lifeline customer: **\$25** (plus applicable taxes and fees)
- Unlimited talk, unlimited text messages and 2.5 gigabytes of data (web browsing and e-mail on capable phones)
Net cost to Lifeline customer: **\$45** (plus applicable taxes and fees)

**includes:*

- Free handset
- Free Voicemail, Caller-ID and call waiting
- Free incoming text messages
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free balance inquiries
- Up to 1500 minutes can be rolled over to next month
- Customer can earn additional free minutes through Kroger Free Minute Loyalty Program

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

Option 2: \$39 Retail Discount Plan*

Lifeline eligible tribal customers may choose any i-wireless monthly retail plan (excluding text only plans) at a \$39 discount. The following retail monthly plans are available as of February 2011:

Talk Plans (monthly)

- 1,000 minutes, unlimited text messages and 500 megabytes of data (web browsing and e-mail on capable phones) (additional usage priced at 10 cent minutes)
Net cost to Tribal Lifeline customer: **\$1** (plus applicable taxes and fees)
- Unlimited talk, unlimited text messages and 2.5 gigabytes of data (web browsing and e-mail on capable phones)
Net cost to Tribal Lifeline customer: **\$21** (plus applicable taxes and fees)

**Both Options includes:*

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

EXHIBIT 2

Advertising Examples

What is Access Wireless?



When times are tough, it's important to be accessible. Access Wireless is a government-supported program that ensures anyone can get a mobile phone. If you qualify, you'll receive a free wireless phone and a monthly allotment of minutes so you can stay in contact with friends and family members, be reachable to potential employers and have a means of communicating in case of emergency.

Free Access Wireless phones vary by handset manufacturer and model and are dependent on inventory availability. Pricing listed includes domestic calling only.

Access Wireless is not available in all areas. To determine if Access Wireless is available where you live, please visit www.accesswireless.com or call 1-800-464-6010.

Access Wireless is brought to you by i-wireless LLC and is a Lifeline Assistance program supported by the Universal Service Fund. Lifeline Assistance is only available on one wireless phone per household and is available in limited geographic areas. Access Wireless users are subject to the Access Wireless Terms and Conditions found at www.accesswireless.com. Access Wireless is a registered trademark of i-wireless, LLC.

access **WIRELESS**

Stay connected when it matters most.

Call 1-800-464-6010 or visit
www.accesswireless.com for more information.



access **WIRELESS**

Call 1-800-464-6010 to apply
for service today.

* Access Wireless is a government-supported program that ensures anyone can get a mobile phone.



How do I qualify for Access Wireless?

You automatically qualify for Access Wireless service if you are enrolled in any of the following government programs:

- Medicaid
- Food Stamps/SNAP
- Supplemental Security Income (SSI) (Not the same as Social Security benefits)
- Temporary Assistance to Needy Families (TANIF)
- Federal Public Housing Assistance (Section 8)
- Low-Income Housing Energy Assistance Program (LIHEAP)
- National School's Free Lunch Program

You may also qualify for Access Wireless service based on your household income. For details call 1-800-464-6010.

What do I get with Access Wireless?

Once you've been approved for the program, you'll receive:

- A FREE Access Wireless phone
- FREE voicemail, domestic long distance, call waiting and caller ID
- 911 Access

-AND-

Choose from the following free rate plans:

	Minutes/Texts Included	Free Calls to Care & IVR	Free Incoming Texts	Carry Forward Minutes	Loyalty Program Eligible
Plan Option #1	150	Yes	Yes	Yes	Yes
Plan Option #2	250	No	No	No	No

(OR) Add money to your account and upgrade to one of the following plans:

Plan Option #3

\$10/Month 200 Minutes Unlimited Text* 200 Mb Data	\$25/Month Unlimited Talk	\$45/Month Unlimited Talk & Text* 2.5 Gb Data
--------------------------------------------------------------------	-------------------------------------	------------------------------------------------------------

How do I apply for Access Wireless?



Call 1-800-464-6010 to apply for service today.

Once you become an Access Wireless user, you can add money to your account to upgrade your plan by using a debit/credit card or by purchasing an i-wireless airtime card at any of the following Kroger family of stores.



Smart phone.



Smarter price.



Android rate plans \$25/mo



See inside for a
SPECIAL VALUE
!just for card holders.

It's called "REWARDS" for a reason.

(Look inside and find two more.)



\$20 OFF
an i-wireless phone
AND FREE MINUTES
just for shopping.



For our best customers only.

Shoppers like you know how to optimize the value of shopping at the Kroger family of stores. You already enjoy cash bonuses by earning REWARDS points on everything you buy with your 1-2-3 REWARDS® MasterCard®. Plus, you get fuel discounts of up to 15¢ off per gallon for every \$100 spent on groceries. We always try to find new rewards for you, and we think we have one you'll really like.

Introducing Kroger i-wireless. We've launched our own mobile phone service, designed to bring simplicity and value to our most loyal customers. Whether you're a casual user or need an unlimited option for talk and text messaging, we have plans to suit everyone. And affordable? For someone like you, i-wireless offers the best value in the marketplace today. Guaranteed.

No Contracts. No Risk. No Catch.

We know you want maximum flexibility. That's why we feature no contracts and no activation fees. Instead, we give you all the things you want, including free domestic long distance, free incoming texts, nights that start at 7p.m. and minutes you can carry forward month to month. Get all the details at iwirelesshome.com.

This new reward is simply too good to pass up. So, why not replace your existing cell phone service with i-wireless? Switching providers is easier than you think, and you can **keep your current phone number**. Or simply add a new phone to your household.

We've made it easy to get started with this \$20 coupon on the purchase of an i-wireless phone. So why wait? Get a phone, and start enjoying your FREE MINUTES today.

Take advantage of FREE MINUTES.

In addition to cashback bonuses and fuel discounts, you're now eligible for a new benefit – earning free wireless service whenever you shop. Each time you spend \$100 in qualified purchases at a Kroger family store, you'll earn 20 FREE MINUTES of airtime on your i-wireless phone.

Use your 1-2-3 REWARDS MasterCard to pay for your monthly phone service and get 50% more minutes – **a total of 30 FREE MINUTES** for every \$100 you spend on groceries. For a frequent shopper like you, that's an incredible value. Spend \$500 on groceries in a month, and you earn 150 minutes in airtime; spend \$1,000 and double your reward to 300 minutes. You're already earning these minutes with your current spending, so why not take advantage and save right now?

For details on i-wireless and the FREE MINUTES program, visit www.iwirelesshome.com or call 877-277-9021.

\$20 off any  phone.



Manufacturer's Coupon. Expires 2/6/10. Customer must use Shopper's Card with purchase. Limit one coupon per customer. Offer valid on phones \$29.99 or higher and may not be used in conjunction with any other promotion or discount. Coupon must be presented at the time of purchase and may not be redeemed for cash or accepted as payment for any credit card account. Not valid on previous purchases, sale items or any Cincinnati Bell product or service. Accounting Dept. forward to: i-wireless LLC, 1 Levee Way, Suite 3104, Newport, KY 41071



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PHONE

Register for
FREE
MINUTES

Earn 20
FREE MINUTES
for every \$100
you spend in-store





A NEW WAY FOR MOMS TO SAVE.

Fred Meyer is pleased to offer you another great way to save money when you shop our stores – i-wireless.

i-wireless is Fred Meyer's exclusive mobile phone service. With a variety of calling plans including unlimited talk and text or pay-as-you-go options, i-wireless has a solution to meet the mobile needs of everyone in your family.

EARN 20 FREE MINUTES FOR EVERY \$100 YOU SPEND IN-STORE

Use your free minutes reward to talk, text or surf the web. The more you shop at Fred Meyer, the more FREE MINUTES you'll earn!



\$10 OFF

SELECT PHONES



Switch your phone service today and we'll take \$10 off the price of select i-wireless phones or an i-wireless mobile broadband card.

Offer valid 9/1 thru 10/2/2010.
Limit 1 coupon per transaction.

Electronics Department



NEW! MOBILE BROADBAND FROM I-WIRELESS

INTERNET ANYTIME, ANYWHERE.



NO CONTRACTS. PAY ONLY FOR WHAT YOU NEED.

DAILY	\$5	100MB
WEEKLY	\$20	250MB
MONTHLY	\$40	1GB
MONTHLY	\$60	5GB



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IN-STORE RADIO SCRIPTS

Client: i-wireless

Dates: February 20, 2011 – March 19, 2010

Description: Free Sanyo 2700 with \$50 Airtime Card Offer

Length: 30 seconds

Want to do more with your phone? How much more you ask? Like surf the web, access your email, upload your favorite photos to Facebook AND text your friends? You can do all that and more with a new Sanyo 2700 from i-wireless. And right now, you can get a new Sanyo 2700 for FREE when you purchase a \$50 i-wireless airtime card. It has a 1.3 megapixel camera and a full QWERTY keyboard, so texting is a breeze. Plus, it's available in pink, blue or black, but only while supplies last. So pick up a \$50 i-wireless airtime card today and do more with your FREE phone. Exclusively from Kroger. See the i-wireless display for details.

i_wireless_9x2_Optimus_p5_WKS33_4.pdf 1 3/23/11 12:39 PM



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EXHIBIT 3

Tariff

I-WIRELESS, LLC
D/B/A ACCESS WIRELESS

Arizona Tariff C.C. No. 1
Original Sheet No. 1

TITLE SHEET

INFORMATIONAL TARIFF
APPLICABLE TO LIFELINE SERVICE
OFFERED IN THE STATE OF ARIZONA

ISSUED BY

i-wireless, LLC d/b/a Access Wireless

This tariff is provided for informational purposes only and contains the regulations, rates, and charges applicable to the Company's Lifeline Service provided under the trade name Access Wireless in the areas of Arizona for which the Company is designated as an Eligible Telecommunications Carrier.

Issue Date: , 2011 Effective Date: , 2011
By: Patrick McDonough, Vice President
1 Levee Way, Suite 3104
Newport, Kentucky 41071

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
Exhibit 1	Original		

* New or Revised Sheet

Issue Date: , 2011 Effective Date: , 2011
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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

Issue Date: _____, 2011 Effective Date: _____, 2011
By: Patrick McDonough, Vice President
1 Levee Way, Suite 3104
Newport, Kentucky 41071

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An
Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting In A
Reduction to A Customer's Bill
- T - Change in Text or Regulation
But No Change In Rate or Charge

Issue Date: , 2011 Effective Date: , 2011
By: Patrick McDonough, Vice President
1 Levee Way, Suite 3104
Newport, Kentucky 41071

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Commission - Used throughout this tariff to mean the Arizona Corporation Commission.

Customer - The person who applies for and receives Lifeline services of the Company.

Company, i-wireless or Access Wireless - Used throughout this tariff to mean i-wireless, LLC d/b/a Access Wireless, a North Carolina Limited Liability Company.

Service - Any or all service(s) provided by the Company pursuant to this tariff.

Service Areas - Geographic areas in which the Company is capable of originating and terminating wireless calls.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

User - Customer and/or any Authorized User.

Issue Date: , 2011 Effective Date: , 2011
By: Patrick McDonough, Vice President
1 Levee Way, Suite 3104
Newport, Kentucky 41071

SECTION 2 - TERMS OF SERVICE

2.1 Customer Service

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Access Wireless
1 Levee Way, Suite 3104
Newport, Kentucky 41071
1-866-594-3644

2.2 Directory Assistance

Directory Assistance is an offering which provides Customers with access to telephone number information.

2.3 Emergency Calls

Calls to 911 emergency services are always free of charge, even if the customer has no account balance remaining. If a customer is in an area where the phone is searching for a wireless signal or there is no wireless signal or wireless service, a call to 911 may not go through. Customers are advised to not rely solely on their wireless phone in an emergency situation and are directed to dial 911 from the nearest landline phone to call for help in an emergency.

2.4 Special Accommodations

Any hearing, visual or speech impaired persons interested in applying for a specially equipped handset must specify the need(s) in the application and the Company will make every effort to assist such customer in obtaining a handset and at the same time be in compliance with all applicable laws, rules, and regulations.

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2.5 Taxes and Surcharges

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein, with the exception of the Plans in Section 5.2 and 5.3 below.

2.6 Coverage Maps

Coverage maps may be found on the Company's website, www.iwirelesshome.com. These maps are for general informational purposes only. The Company does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and equipment may interfere with actual service, quality and availability. Actual coverage and service areas may vary from the maps and may change without notice. A list of zip codes in which Access Wireless' Lifeline service is available is attached as Exhibit 1.

2.7 Roaming

Roaming is an offering which allows users to complete calls on wireless networks other than their own carrier's. The Company does not offer roaming capabilities.

2.8 International Calling

International calls are billed at the international per-minute rate for the country called plus standard airtime rates. International rates vary. Visit www.iwirelesshome.com to check international rates.

2.9 Limitations of Service

Service is only available in geographic areas covered by the digital service network footprint of the Nationwide Sprint Network. Quality of service may be affected by conditions beyond the Company's control, including atmospheric, geographic, or topographic conditions, or by damage to your mobile phone. The Company does not warrant or guarantee that service will be available at any specific time or geographic location, or that service will be provided without interruption.

2.10 Unauthorized Usage

- A. Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of Service by any other Users.
- B. A customer may not use the Company's services in any way that is illegal, fraudulent or abusive, as determined by the Company in its sole discretion. A customer may not alter any of the hardware or software on their Access Wireless phone for any purpose.
- C. A customer may not transfer to any third party any rights or benefits received under the Company's service, including, but not limited to, any voice minutes received under the Service.
- D. The Company may provide information regarding the Customer's use of Service to federal, state and local authorities, to the extent required by law.

2.11 Privacy Policy

The Company's Privacy Policy is available at the following website: www.accesswireless.com

The Company is not liable for missed voice mails, deletion of contacts from address books, or data content or messages from voicemail systems.

2.14 Indemnification

Customers must agree to indemnify and hold harmless Access Wireless and its affiliates and their respective officers, agents, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof) resulting from a customer's use of the Company's products and services, or another person whom a customer authorized to use their products or services, whether based in contract or tort (including strict liability) and regardless of the form of action.

2.15 Warranties

The Company does not manufacture its mobile phones or other equipment. The only warranties applicable to such devices or equipment are those extended by the manufacturers. The Company has no liability, therefore, in connection with mobile phones and other equipment or for manufacturers' acts or omissions.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE REQUIRED TO BE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, AND TO THE EXTENT PERMITTED BY LAW, WARRANTY OF TITLE, WARRANTY THAT A PRODUCT OR SERVICE IS FIT FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES. THE COMPANY DOES NOT PROMISE ERROR-FREE OR UNINTERRUPTED SERVICE AND DOES NOT AUTHORIZE ANYONE TO MAKE WARRANTIES ON ITS BEHALF.

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1 Levee Way, Suite 3104
Newport, Kentucky 41071

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Handset Activation

If a customer's Lifeline activation is accepted, the customer will receive a handset, complete with charger, delivered to the home address noted in their application. They will also receive a welcome kit with the Company's terms and conditions of service and a "Getting Started" guide. The customer will be directed to contact customer service in order to elect the rate plan option of their choice.

The wireless telecommunications networks used to transmit calls for the Lifeline service are owned and operated by the Company's Underlying Carrier(s), not the Company.

Access Wireless handsets can only be used through the Company, and cannot be activated with any other wireless service.

Services are provided at the Company's discretion. Some functions and features referenced in the Manufacturer's manual provided with the handset may not be available on all Company handsets.

3.2 Airtime Usage

Airtime minutes will be deducted for all time during which an Access Wireless phone is connected to, or using, the wireless system of the Underlying Carrier.

Use of a wireless system typically begins when the user presses the "send," "call" or other key to initiate or answer a call and does not end until the user presses the "end" key or the call is otherwise terminated.

Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, calls to toll free numbers, 411, Customer Care (on Plan Option 2 only), and to access voice mail.

Airtime minutes are not deducted for calls to 911.

For outbound calls, the user may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes will be deducted for use of other services such as text messaging and accessing the web and downloading content to your Access Wireless phone depending on the rate plan option chosen. No credit or refund is given for dropped calls.

Calls are billed in one-minute increments, with a minimum time per call of one minute. Call times are rounded up to the nearest whole minute. Calls are limited to two hours: if a user is on a call for longer than two hours, the call will automatically terminate.

A customer's handset does not have to be "on" to receive its free monthly allotment of minutes.

A customer may check the balance of their account at any time free of charge at www.iwirelesshome.com or from their mobile phone.

3.3 Additional Airtime

A customer can add airtime using their mobile phone interface, by calling customer service, or by purchasing airtime cards at an authorized distributor, including the Kroger family of stores such as Kroger, Ralphs, Dillons, Fred Meyer, Smith's, King Soopers, City Market, Fry's, Baker's, Owen's, JayC, Hilander, Gerbes, Scott's & Pay Less.

Airtime cards are available in denominations of \$10, \$25, \$50 and \$75 and are valid for 90 calendar days from the date of activation for Lifeline customers. After 90 days, any remaining value will expire, except that if a new airtime card is added before expiration of the period, in which case the expiration on all remaining airtime extends to the expiry date of the new airtime card.

Section 4 Lifeline Program

4.1 General

- (A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996.
- (B) Lifeline is supported by the federal universal service support mechanism.
- (C) Federal baseline Tier 1 support of six dollars and seven cents (\$6.07) and Federal Tier 2 support of one dollar and seventy-five cents (\$1.75) is available for each Lifeline service and is passed through to the subscriber. An additional Tier 3 support of five dollars and forty-three cents (\$5.43) is provided by the Company. Supplemental Tier 3 federal support of one dollar and seventy-five cents (\$1.75) will also be passed along to the Lifeline subscriber. The total Lifeline credit available to an eligible customer is fifteen dollars (\$15.00).

(D) Designated Services Available To Lifeline Customers:

- (1) Single Party Service
- (2) Local Usage
- (3) Touch Tone Services
- (4) Voice Grade Access to the Public Switched Network
- (5) Access to Emergency Services
- (6) Access to Operator Services
- (7) Access to Interexchange Services
- (8) Access to Directory Assistance
- (9) Toll Limitation Service at No Charge

4.2 Regulations

(A) General

- (1) Customers eligible under the Lifeline program are also eligible for connection assistance under the Link-Up program. The Company does not provide Link-Up assistance.
- (2) One low income credit is available per household. The named subscriber must be a current recipient of any of the low income assistance programs identified below.
- (3) A Lifeline customer may subscribe to any service offering available to other customers.

- (4) Toll blocking is unnecessary, as the Company does not measure usage on a distance-sensitive basis and domestic long distance calls are included in the Company's service at no additional charge.
- (5) The Federal Universal Service Charge will not be billed to Lifeline customers.
- (7) Lifeline subscriber's service will not be disconnected for non-payment of regulated charges. If a customer does not pay for services, they will automatically be moved to the Company's free plan option, as described in Section 5.2 below.

4.3 Eligibility

- (A) Customers are eligible if they participate in at least one of the following programs:
 - Federal Public Housing Assistance/Section 8
 - Supplemental Nutrition Assistance Program (SNAP)
 - Medicaid
 - Low Income Home Energy Assistance Program (LIHEAP)
 - Supplemental Security Income (SSI)
 - National School Lunch (free program only)
 - Temporary Assistance to Needy Families (TANF)
- (B) Customers are also eligible if their annual household income is at or below 150% of the Federal Poverty Guidelines.
- (C) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

4.4 Certification

- (A) Eligible Lifeline subscribers may enroll in the Lifeline program by signing a document certifying under penalty of perjury that the customer participates in one of the Lifeline eligible programs and identifying the qualifying program. An individual that applies for eligibility based on income must provide proof of income eligibility. Acceptable documentation includes the prior year's state or federal tax return, current income statement from an employer or paycheck stub, a Social Security statement of benefits, a retirement/pension statement of benefits, an Unemployment/Workmen's Compensation statement of benefits or other official document.
- (B) The Company will determine whether or not an applicant meets the eligibility requirements to participate in Lifeline service. Persons who do not meet the eligibility requirements will be notified by U.S. Mail and the reason for non-eligibility will be provided.

4.5 Verification

- (A) The Customer is responsible for notifying the Company if they no longer meet the applicable eligibility standards within 5 days of becoming ineligible.
- (B) The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
- (C) If a Customer receives a notice from the Company requesting confirmation of eligibility status, the Customer must do so within 30 days after receiving such notice.

Issue Date: _____, 2011 Effective Date: _____, 2011
By: Patrick McDonough, Vice President
1 Levee Way, Suite 3104
Newport, Kentucky 41071

- (D) When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.
- (E) The Company utilizes a sixty (60) day non-usage policy.
 - (1) In the event that a Lifeline customer goes 60 days without any usage, independent of the service end date, the Company will promptly notify the customer that they are no longer eligible for Lifeline service subject to a 30-day grace period. During the 30-day grace period, the customer's account will remain active, but the Company 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, i-wireless will promptly deactivate Lifeline services.

4.6 Credits

- (A) Lifeline is provided as a monthly credit.
- (B) The Company does not charge for installing or changing Lifeline service.
- (C) The total Lifeline credit consists of \$15.00, as detailed in section 4.1(C).

SECTION 5 - RATES

5.1 General

All plans come with a free handset; include local and domestic long distance calls, and the following at no charge:

Voicemail
Call Waiting
Caller ID
Balance Inquiries
Calls to 911

5.2 Plan Option 1 - Lifeline Only

150 Free Minutes Monthly

Additional Minutes - \$0.10 per minute or text
Incoming Texts - free
Outgoing Texts - \$0.10, or equals 1 minute of usage
Customer Care Calls - free
Minutes Eligible for Roll Over: Up to 150

Non Lifeline:
Not Available

Lifeline:
\$0.00
Installation Charge: \$0.00

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By: Patrick McDonough, Vice President
1 Levee Way, Suite 3104
Newport, Kentucky 41071

5.3 Plan Option 2 - Lifeline Only

250 Free Minutes Monthly

Additional Minutes - \$0.10 per minute or text
Incoming Texts - \$0.10, or equals 1 minute of usage
Outgoing Texts - \$0.10, or equals 1 minute of usage
Customer Care Calls - deducted from available minutes
Minutes Eligible for Roll Over: 0

Non Lifeline:
Not Available

Lifeline:
\$0.00
Installation Charge: \$0.00

5.4 Plan Option 3

Customers may choose to apply the Lifeline discount to one of the following retail plans (Customer Care Calls are free on all retail plans, and up to 1500 minutes are eligible for roll over):

5.4.1 200 Minute Monthly

200 Anytime Minutes
Unlimited Text Messages
200 MB Web Browsing & Email

Non Lifeline:
\$25.00 + Tax (Prepaid Monthly)
Installation Charge: \$0.00

Lifeline:
\$10.00 + Tax (Prepaid Monthly)
Installation Charge: \$0.00

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5.5 Miscellaneous Charges

Additional Airtime	\$0.10 per minute
Directory Assistance	\$1.50 per call
Data Packs (Monthly)	\$5.00 for 20 MB \$10.00 for 50 MB Overage: \$0.20 per 200 KB
Messaging	text: \$0.10 each multimedia: \$0.20 each

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I-WIRELESS, LLC
D/B/A ACCESS WIRELESS

Arizona Tariff C.C. No. 1
Original Sheet No. 23

EXHIBIT 1 - Zip Codes in Coverage

Issue Date: , 2011 Effective Date: , 2011
By: Patrick McDonough, Vice President
1 Levee Way, Suite 3104
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85645	Amado	85244	Chandler	85233	Gilbert
85117	Apache Junction	85246	Chandler	85234	Gilbert
85118	Apache Junction	85247	Chandler	85295	Gilbert
85119	Apache Junction	85248	Chandler	85296	Gilbert
85120	Apache Junction	85249	Chandler	85297	Gilbert
85178	Apache Junction	85286	Chandler	85298	Gilbert
85190	Apache Junction	85328	Cibola	85299	Gilbert
85217	Apache Junction	85334	Cibola	85301	Glendale
85218	Apache Junction	86331	Clarkdale	85302	Glendale
85219	Apache Junction	85606	Cochise	85303	Glendale
85220	Apache Junction	85609	Cochise	85304	Glendale
85278	Apache Junction	85128	Coolidge	85305	Glendale
85123	Arizona City	85191	Coolidge	85306	Glendale
85322	Arlington	85228	Coolidge	85307	Glendale
86320	Ash Fork	85291	Coolidge	85308	Glendale
85323	Avondale	86325	Cornville	85310	Glendale
85329	Avondale	86326	Cottonwood	85311	Glendale
85392	Avondale	85333	Dateland	85312	Glendale
85627	Benson	86327	Dewey	85318	Glendale
85603	Bisbee	86329	Dewey	85502	Globe
85620	Bisbee	85608	Douglas	86413	Golden Valley
85326	Buckeye	85626	Douglas	85338	Goodyear
85396	Buckeye	85655	Douglas	85395	Goodyear
86429	Bullhead City	86555	Douglas	85614	Green Valley
86430	Bullhead City	85335	El Mirage	85622	Green Valley
86438	Bullhead City	85131	Eloy	85236	Higley
86439	Bullhead City	85141	Eloy	85942	Holbrook
86446	Bullhead City	85223	Eloy	86025	Holbrook
86322	Camp Verde	85231	Eloy	86028	Holbrook
85122	Casa Grande	85241	Eloy	86029	Holbrook
85130	Casa Grande	86002	Flagstaff	85616	Huachuca City
85193	Casa Grande	86003	Flagstaff	86402	Kingman
85194	Casa Grande	86004	Flagstaff	86409	Kingman
85221	Casa Grande	86011	Flagstaff	86412	Kingman
85222	Casa Grande	86015	Flagstaff	86431	Kingman
85230	Casa Grande	86017	Flagstaff	85360	Lake Havasu City
85293	Casa Grande	85132	Florence	86403	Lake Havasu City
85294	Casa Grande	85232	Florence	86404	Lake Havasu City
85327	Cave Creek	85613	Fort Huachuca	86405	Lake Havasu City
85331	Cave Creek	86426	Fort Mohave	85070	Laveen
85377	Cave Creek	86427	Fort Mohave	85339	Laveen
86512	Chambers	85268	Fountain Hills	85340	Litchfield Park
85121	Chandler	85269	Fountain Hills	85309	Luke AFB
85147	Chandler	86506	Ganado	85618	Mammoth
85224	Chandler	86511	Ganado	85653	Marana
85225	Chandler	86515	Ganado	85654	Marana
85226	Chandler	85337	Gila Bend	85658	Marana

85138	Maricopa	85003	Phoenix	85054	Phoenix
85139	Maricopa	85004	Phoenix	85055	Phoenix
85238	Maricopa	85005	Phoenix	85060	Phoenix
85239	Maricopa	85006	Phoenix	85061	Phoenix
86333	Mayer	85007	Phoenix	85062	Phoenix
85617	MC Neal	85008	Phoenix	85063	Phoenix
85201	Mesa	85009	Phoenix	85064	Phoenix
85202	Mesa	85010	Phoenix	85065	Phoenix
85203	Mesa	85011	Phoenix	85066	Phoenix
85204	Mesa	85012	Phoenix	85067	Phoenix
85205	Mesa	85013	Phoenix	85068	Phoenix
85206	Mesa	85014	Phoenix	85069	Phoenix
85207	Mesa	85015	Phoenix	85071	Phoenix
85208	Mesa	85016	Phoenix	85072	Phoenix
85209	Mesa	85017	Phoenix	85074	Phoenix
85210	Mesa	85018	Phoenix	85075	Phoenix
85211	Mesa	85019	Phoenix	85076	Phoenix
85212	Mesa	85020	Phoenix	85078	Phoenix
85213	Mesa	85021	Phoenix	85079	Phoenix
85214	Mesa	85022	Phoenix	85080	Phoenix
85215	Mesa	85023	Phoenix	85082	Phoenix
85216	Mesa	85024	Phoenix	85083	Phoenix
85274	Mesa	85025	Phoenix	85085	Phoenix
85275	Mesa	85026	Phoenix	85086	Phoenix
85277	Mesa	85027	Phoenix	85096	Phoenix
85532	Miami	85028	Phoenix	85097	Phoenix
86440	Mohave Valley	85029	Phoenix	85098	Phoenix
85342	Morristown	85030	Phoenix	85099	Phoenix
85619	Mount Lemmon	85031	Phoenix	86301	Prescott
85087	New River	85032	Phoenix	86302	Prescott
85628	Nogales	85033	Phoenix	86304	Prescott
85662	Nogales	85034	Phoenix	86313	Prescott
85623	Oracle	85035	Phoenix	86330	Prescott
85343	Palo Verde	85036	Phoenix	86312	Prescott Valley
85253	Paradise Valley	85037	Phoenix	86314	Prescott Valley
85346	Parker	85038	Phoenix	86315	Prescott Valley
85359	Parker	85040	Phoenix	85127	Queen Creek
85547	Payson	85041	Phoenix	85140	Queen Creek
85553	Payson	85042	Phoenix	85142	Queen Creek
85345	Peoria	85043	Phoenix	85143	Queen Creek
85380	Peoria	85044	Phoenix	85227	Queen Creek
85381	Peoria	85045	Phoenix	85240	Queen Creek
85382	Peoria	85046	Phoenix	85242	Queen Creek
85383	Peoria	85048	Phoenix	85243	Queen Creek
85385	Peoria	85050	Phoenix	85145	Red Rock
85001	Phoenix	85051	Phoenix	85245	Red Rock
85002	Phoenix	85053	Phoenix	86335	Rimrock

86342	Rimrock	85282	Tempe	85743	Tucson
85648	Rio Rico	85283	Tempe	85744	Tucson
85263	Rio Verde	85284	Tempe	85745	Tucson
85629	Sahuarita	85285	Tempe	85746	Tucson
85630	Saint David	85287	Tempe	85747	Tucson
85631	San Manuel	85353	Tolleson	85748	Tucson
85605	San Simon	85354	Tonopah	85749	Tucson
85632	San Simon	86436	Topock	85750	Tucson
85250	Scottsdale	85652	Tucson	85751	Tucson
85251	Scottsdale	85701	Tucson	85752	Tucson
85252	Scottsdale	85702	Tucson	85754	Tucson
85254	Scottsdale	85703	Tucson	85755	Tucson
85255	Scottsdale	85704	Tucson	85756	Tucson
85256	Scottsdale	85705	Tucson	85757	Tucson
85257	Scottsdale	85706	Tucson	85640	Tumacacori
85258	Scottsdale	85707	Tucson	85646	Tumacacori
85259	Scottsdale	85708	Tucson	85641	Vail
85260	Scottsdale	85709	Tucson	85355	Waddell
85261	Scottsdale	85710	Tucson	85352	Wellton
85266	Scottsdale	85711	Tucson	85358	Wickenburg
85267	Scottsdale	85712	Tucson	85644	Willcox
85271	Scottsdale	85713	Tucson	86018	Williams
86339	Sedona	85714	Tucson	86023	Williams
86340	Sedona	85715	Tucson	86032	Winslow
86341	Sedona	85716	Tucson	85361	Wittmann
86351	Sedona	85717	Tucson	85363	Youngtown
85635	Sierra Vista	85718	Tucson	85364	Yuma
85636	Sierra Vista	85719	Tucson	85365	Yuma
85650	Sierra Vista	85721	Tucson	85366	Yuma
85670	Sierra Vista	85722	Tucson	85367	Yuma
85336	Somerton	85723	Tucson	85369	Yuma
85349	Somerton	85724	Tucson		
85350	Somerton	85725	Tucson		
85172	Stanfield	85726	Tucson		
85272	Stanfield	85728	Tucson		
85351	Sun City	85730	Tucson		
85372	Sun City	85731	Tucson		
85373	Sun City	85732	Tucson		
85375	Sun City West	85733	Tucson		
85376	Sun City West	85734	Tucson		
85374	Surprise	85735	Tucson		
85378	Surprise	85737	Tucson		
85379	Surprise	85738	Tucson		
85387	Surprise	85739	Tucson		
85388	Surprise	85740	Tucson		
85280	Tempe	85741	Tucson		
85281	Tempe	85742	Tucson		

EXHIBIT 4

Declaration from Underlying Carrier



Sprint – Wholesale Wireless Solutions
Mailstop: VARES0603 –E6005
12000 Sunrise Valley Drive
Reston, VA 20191

VIA FACSIMILE: (859) 261-6639

January 19, 2011

Mr. Pat McDonough
i-Wireless, LLC
One Levee Way, Suite 3104
Newport, KY 41071

Re: Private Label PCS Services Agreement between Sprint Spectrum L.P. ("Sprint") and i-Wireless, LLC ("Purchaser") with an Effective Date of May 22, 2006, as amended (the "Agreement") – 911 and E911 Service

Dear Mr. McDonough:

As requested by Purchaser, this letter sets forth details regarding Sprint's routing of E911 (as defined below) calls from Purchaser's End Users (as defined in the Agreement). As set forth in the Agreement, Sprint provides wireless services to Purchaser on Sprint's network and Purchaser resells such wireless services to its End Users under Purchaser's brand ("**Private Label Service**").

Sprint currently routes 911 calls from customers to the Public Safety Answering Points (PSAPs) in each state. Purchaser's End Users that receive the Private Label Service will have access to 911 and enhanced 911 ("**E911**") service. In this regard, Sprint hereby confirms that it routes 911 and E911 calls from Purchaser's End Users utilizing the Private Label Service to PSAPs in the same manner as Sprint routes 911 and E911 calls from its own customers.

In accordance with the applicable Federal Communications Commission ("**FCC**") requirements, Sprint has engaged in 911 testing with PSAPs to confirm access to 911 and E911 service. Thus, as a wholesale customer of Sprint, Purchaser's End Users utilizing the Private Label Service will have the same access to 911 and E911 service as Sprint's own customers.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Greig", written over a horizontal line.

Andy Greig
Director – Sales
Emerging Markets and Embedded Devices

SERVICE LIST FOR: I-WIRELESS, LLC
DOCKET NO.: T-20538A-10-0332

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