

BEFORE THE UTAH PUBLIC SERVICE COMMISSION

Petition of i-wireless, LLC to Amend its)	
Designation as an Eligible Telecommunications)	
Carrier in the State of Utah to Participate in the)	Docket No. 18-2526-01
Utah Universal Service Fund)	
)	

STIPULATION AND SETTLEMENT AGREEMENT

COMES NOW i-wireless, LLC (“i-wireless”), the Utah Division of Public Utilities (“DPU”), and the Utah Office of Consumer Services (“OCS”) (collectively the “Stipulating Parties” or the “Parties”), through their undersigned representatives, enter into this Stipulation and Settlement Agreement (“Stipulation”) regarding the Petition filed by i-wireless in this docket. The Parties submit this Stipulation for approval by the Public Service Commission of Utah (the “Commission” or the “PSC”) pursuant to the Commission's Rules of Practice and Procedure, Utah Admin. Code R746-1.

INTRODUCTION

1. i-wireless was designated as an Eligible Telecommunications Carrier (“ETC”) in Utah in Docket No. 10-2526-01 on June 29, 2011 and has retained its ETC status in Utah.
2. On July 27, 2018, i-wireless filed a Petition to amend its designation as an ETC to include authorization to receive Utah Universal Service Fund (“Utah USF”) support for its Lifeline service offerings in order to provide enhanced Lifeline service to qualifying low income customers.
3. A scheduling conference was held on August 9, 2018, and a schedule was set.
4. On September 11, 2018, i-wireless filed Direct Testimony of John Willis on behalf of i-wireless.

5. On December 4, 2018, i-wireless filed a Supplement to Petition.
6. On December 12, 2018, the Division moved to modify the schedule.
7. On December 13, 2018, the Commission granted the Division's Motion.
8. i-wireless attests that it pays all state and local regulatory fees required by applicable laws of the State of Utah and that it is in compliance with all applicable legal requirements governing such fees. These include payments to the Utah Universal Service Support Fund and the Utah Prepaid Wireless 911 Service Charge.
9. The Parties to this Stipulation have now reached agreement on the issues raised in this docket, as set forth herein. The Parties agree this Stipulation should have no legal effect outside of this docket.

AGREEMENT

WHEREFORE, based on their review of the testimony and exhibits submitted and upon their settlement discussions, the Parties hereby stipulate and agree as follows:

1. i-wireless seeks an amendment to its ETC designation authorizing i-wireless to obtain Utah USF funds so that it may provide an enhanced Lifeline service to qualifying low-income Utah customers.
2. i-wireless is a wireless telecommunications provider eligible for distributions from the Utah USF for its Lifeline program.
3. i-wireless' Lifeline product offering will offer an enhanced service to Utah customers that exceeds the Federal Communications Commission's Lifeline requirements, which represents a benefit for those customers and is in the public interest.
4. i-wireless' Lifeline program furthers the statutory goal that basic service be available and affordable to all citizens of the state of Utah.

5. i-wireless, as a condition of receipt of Utah USF support, will offer enhanced Lifeline service to qualifying low-income Utah residents.

6. i-wireless' enhanced Lifeline program offering in Utah will offer customers the option of 750 voice minutes, unlimited text messages, and 2 GB of data at a net cost to the consumer of \$5.00 per month. The voice portion of the bundled plan will include voicemail, caller ID, and national long distance calling without toll charges. Utah Lifeline customers may still elect to subscribe to the Company's national Lifeline plan offering,¹ which does not qualify for Utah USF support, at no net cost to the customer. Lifeline customers may purchase, at their option, additional credits as maintained on www.accesswireless.com.

7. On and after December 1, 2019, the FCC's minimum monthly service standard will be calculated in accordance with the formula contain in FCC's Minimum Service Standard Rule, 47 C.F.R. § 54.408(c)(2)(ii)(A)-(D), (c)(2)(iii). As of the date of changes, i-wireless will change the amount of mobile broadband data offered to its Lifeline customers to conform with the amount calculated pursuant to this rule. i-wireless will notify parties of such changes consistent with paragraph 8.F. below.

8. The Parties stipulate and agree that i-wireless shall provide its ETC Lifeline universal service offerings in Utah pursuant to this Stipulation (including attachment). i-wireless' provision of its universal service offering as an ETC shall be governed by the following additional requirements:

A. i-wireless will maintain a Utah-specific fact sheet that provides customers

¹ As of December 1, 2018, i-wireless' national Access Wireless Lifeline offering consists of either a voice plan with 1,000 voice minutes, unlimited text, and 50 megabytes (MB) of data (500 MB for existing "legacy" customers) or a broadband plan with 2 gigabytes (GB) of data. i-wireless' Utah Enhanced plan provides 750 additional voice minutes in comparison to i-wireless' national broadband plan, and more than triple the data in comparison to the voice plan. Without Utah USF support, an i-wireless Lifeline customer would have to spend at least \$15.00 to reach the level of benefits of the Utah Enhanced plan.

concise and complete information about the services they will receive. Such fact sheet is attached hereto as Attachment 1. i-wireless will provide the fact sheet to prospective new customers, each new customer at the time of enrollment, and to existing customers upon request and will make the fact sheet publicly available for download by posting it on i-wireless' Access Wireless website (www.accesswireless.com). i-wireless agrees to promptly update the fact sheet anytime it changes its Utah Lifeline program.

- B. i-wireless will receive \$3.50 per qualifying line per month pursuant to Utah Admin. Code R746-8-403 and Utah Code Ann. § 54-8b-15.
- C. Customers who fail to make the monthly plan payment will be automatically moved to i-wireless' national voice plan in order to avoid loss of Lifeline benefits, and i-wireless will not seek Utah USF reimbursement for customers in a month where they do not pay for and receive the Utah Enhanced plan benefits.
- D. i-wireless will comply with all applicable state service quality and consumer protection requirements.
- E. Approval of i-wireless' Petition and ongoing receipt of Utah USF funds is conditioned upon the verified payment of all applicable state and local regulatory fees, including, but not limited to, universal service fees (subject to Utah Admin. Code R746-8-403), emergency services, and relay services.
- F. i-wireless agrees to adopt any changes to the Lifeline certification and verification process required by the Federal Communications Commission or by the PSC.
- G. i-wireless agrees that it will not decrease its enhanced Lifeline program offering for Utah customers or increase the net cost to consumers without Commission

approval. i-wireless may increase its enhanced Lifeline program offering or decrease the net cost to consumers at any time.

- H. Upon implementing any changes to its Lifeline offerings, i-wireless will timely file a notice with the Commission, DPU and OCS describing the changed plans.
- I. i-wireless is not seeking to modify its ETC service territory. If i-wireless intends to modify the area in which it offers Lifeline services in Utah, i-wireless will timely file a notice with the Commission, DPU and OCS identifying and requesting approval for modification in service area.

GENERAL PROVISIONS

1. The Parties stipulate to the admission into evidence in this docket of i-wireless' Petition, pre-filed Testimony and Exhibits, and Supplemental Petition. This Stipulation to the admission of the Testimony does not represent an agreement by the Parties as to any positions taken in such Testimony.

2. Not all Parties agree that each aspect of this Stipulation is warranted or supportable in isolation. Utah Code Ann. § 54-7-1 (2018) authorizes the Commission to approve a settlement so long as the settlement is just and reasonable in result. While the Parties may not be able to agree that each specific component of this Stipulation is just and reasonable in isolation, all of the Parties agree that this Stipulation as a whole is just and reasonable in result and in the public interest.

3. All negotiations related to this Stipulation are confidential, and no Party shall be bound by any position asserted in negotiations. Except as expressly provided in this Stipulation, neither the execution of this Stipulation nor the order adopting it shall be deemed to constitute an admission or acknowledgment by any Party of the validity or invalidity of any principle; nor shall they be construed to constitute the basis of an estoppel or waiver by any Party; nor shall they be introduced or used as evidence for any other purpose in a future proceeding by any Party except

in a proceeding to enforce this Stipulation.

4. The Parties agree that no part of this Stipulation or the formulae and methods used in developing the same or a Commission order approving the same shall in any manner be argued or considered as precedential in any future case except with regard to issues expressly called-out and resolved by this Stipulation. This Stipulation does not resolve and does not provide any inferences regarding, and the Parties are free to take any position with respect to, any issues not specifically called-out and settled herein.

5. The Parties request that the Commission hold a hearing on this Stipulation. The Parties will support the Commission's approval of this Stipulation. As applied to the DPU and the OCS, the explanation and support shall be consistent with their statutory authority and responsibility.

6. The Parties agree that if any person challenges the approval of this Stipulation or requests rehearing or reconsideration of any order of the Commission approving this Stipulation, each Party will use its best reasonable efforts to support the terms and conditions of this Stipulation. As applied to the DPU and the OCS, the phrase "use its best reasonable efforts" means that they shall do so in a manner consistent with their statutory authority and responsibility. In the event any person seeks judicial review of a Commission order approving this Stipulation, no Party shall take a position in that judicial review proceeding in opposition to the Stipulation.

7. Except with regard to the obligations of the Parties under the four (4) immediately preceding paragraphs of this Stipulation, this Stipulation shall not be final and binding on the Parties until it has been approved without material change or condition by the Commission.

8. This Stipulation is an integrated whole, and any Party may withdraw from it if it is not approved without material change or condition by the Commission or if the Commission's approval is rejected or materially conditioned by a reviewing court. If the Commission rejects any

part of this Stipulation or imposes any material change or condition on approval of this Stipulation or if the Commission's approval of this Stipulation is rejected or materially conditioned by a reviewing court, the Parties agree to meet and discuss the applicable Commission or court order within five (5) business days of its issuance and to attempt in good faith to determine if they are willing to modify the Stipulation consistent with the order. No Party shall withdraw from the Stipulation prior to complying with the foregoing sentence. If any Party withdraws from the Stipulation, any Party retains the right to seek additional procedures before the Commission, including presentation of testimony and cross-examination of witnesses, with respect to issues resolved by the Stipulation, and no party shall be bound or prejudiced by the terms and conditions of the Stipulation.

9. This Stipulation may be executed by individual Parties through two (2) or more separate, conformed copies, the aggregate of which will be considered as an integrated instrument.

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WHEREFORE, the Parties respectfully submit this Stipulation and Settlement Agreement for approval by the Commission and request that the Commission grant such approval.

Dated this 12 day of February , 2019

FOR I-WIRELESS, LLC



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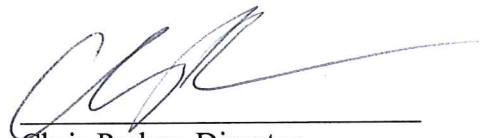
Dated this 11th day of February, 2019

FOR I-WIRELESS, LLC

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Attachment 1

IMPORTANT INFORMATION ABOUT YOUR ACCESS WIRELESS LIFELINE SERVICE

Access Wireless is brought to you by i-wireless, LLC and includes the provision of a free E911 compliant wireless handset with a free voicemail account and custom calling features such as caller ID and call waiting. This government sponsored Lifeline telephone service is subject to your continuing eligibility and annual recertification. Only one Lifeline subsidy per household is allowed; your participation in this program requires that you or anyone in your household do not receive a Lifeline subsidy on any other phone, either wireless or wireline. If you no longer participate in the low-income assistance program under which you originally qualified or if your income exceeds the qualifying amount, you must notify Access Wireless immediately. As a recipient of Lifeline service, you may not give away or sell this phone; Lifeline service is non-transferrable.

- Your enrollment in the program will be for 12 months (unless your eligibility status changes, you select a different carrier, or there is no activity on your phone for 30 consecutive days followed by a 15-day grace period). Your enrollment may be renewed based on your yearly recertification of Lifeline eligibility.
- You will receive a minimum of 750 free minutes, unlimited text messages, and 2 gigabytes (GB) of data at 3G+ speeds each month for a net cost of \$5.00 per month. The services provided may increase but will not decrease. i-wireless will inform you of any changes.
- If you do not pay the plan fee in a given month, you will be moved to Access Wireless' no-cost Lifeline voice plan option which provides 1,000 voice minutes, unlimited text messages, and 50 megabytes (MB) of data each month. (You must contact Access Wireless to elect an alternate Plan Option.)
- Unused monthly plan benefits do not rollover.
- Minutes will be charged for both outgoing and incoming calls.
 - Calls to directory assistance and time you are on hold will also count as minutes used.
 - Emergency calls to 911 will not count against your minutes
 - Calls to i-wireless customer service will not count against your minutes.
 - Partial minute usage is rounded up.
- Emergency calls to 911 CAN be made even if you have NO remaining minutes.
- Additional minutes can be added by purchasing Access Wireless Top Up cards, available at any of the Kroger family of store locations ("Smith's" in Utah) and on the www.accesswireless.com website.
 - Top Ups as of 12/1/2018:

	Minutes	Text (SMS/MMS)	Data
\$5 Card	250	Unlimited	250 MB
\$10 Card	500	Unlimited	500 MB
\$25 Card	Unlimited	Unlimited	2 GB
\$35 Card	Unlimited	Unlimited	3 GB
\$50 Card	Unlimited	Unlimited	10 GB

* Unlimited minutes and texts expire after 30 days from the date the funds were applied to the account; limited minute and data allotments do not expire.

IMPORTANT INFORMATION ABOUT YOUR ACCESS WIRELESS LIFELINE SERVICE

- By the end of 12 months you will be contacted to verify that you are still eligible for Lifeline support to continue to receive free or discounted monthly benefits. You must respond to this recertification attempt, or you will automatically be de-enrolled from the Lifeline program.
- If you have purchased additional airtime and have a remaining balance at the end of your Lifeline eligibility, you will be subject to the Terms and Conditions of Access Wireless' retail wireless services.
- Your wireless Lifeline service from Access Wireless is governed by Access Wireless' Lifeline Terms and Conditions, which will be provided to you upon service initiation, and are available at: <https://www.accesswireless.com/support/terms-and-conditions>

YOU ARE ENCOURAGED TO READ ALL MATERIALS PROVIDED TO YOU CAREFULLY FOR COMPLETE DETAILS REGARDING YOUR ACCESS WIRELESS LIFELINE SERVICE.