



COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

D.T.C. 12-5

August 16, 2012

Petition of i-wireless, LLC for Designation as an Eligible Telecommunications Carrier in Massachusetts for the Limited Purpose of Offering Wireless Lifeline Service to Qualified Households

FIRST SET OF INFORMATION REQUESTS OF THE DEPARTMENT OF TELECOMMUNICATIONS AND CABLE TO I-WIRELESS, LLC

Pursuant to 220 C.M.R. § 1.06(6)(c), the Department of Telecommunications and Cable (“Department”) submits the following information requests to i-wireless, LLC (“i-wireless”):

Instructions

1. Each request should be answered in writing on a separate page with a recitation of the request, a reference to the request number, the docket number of the case, and the name of the person responsible for the answer.
2. Each request should be treated as a rolling information request. Do not wait for all responses to be completed before supplying responses. Provide each response to the Department as soon as it is available.
3. These requests shall be deemed continuing so as to require further supplemental responses if i-wireless or its witness receives or generates additional information within the scope of these requests between the time of the original response and the close of the record in this proceeding.
4. The term “provide complete and detailed documentation” means: Provide all data, assumptions, and calculations relied upon. Provide the source of and basis for all data and assumptions employed. Include all studies, reports, and planning documents from which data, estimates, or assumptions were drawn and support for how the data or

assumptions were used in developing the projections or estimates. Provide and explain all supporting workpapers.

5. The term “document” is used in its broadest sense and includes, without limitation, writings, drawings, graphs, charts, photographs, phono-records, microfilm, microfiche, computer printouts, correspondence, press releases, handwritten and/or typed notes, records, reports, bills, checks, articles from journals and/or other sources, e-mails, SMS text messages, blog postings, RSS feeds, web pages, social media postings such as Facebook and Twitter, and/or other data compilations from which information can be obtained and all copies of such documents that bear notations or other markings that differentiate such copies from the original.
6. The term “certify” means to provide a sworn certification by the appropriate corporate officer.
7. The term “affiliate” is any individual, partnership, association, joint stock company, trust, corporation, or other entity who (or that), directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, i-wireless, LLC.
8. The term “ETC” means Eligible Telecommunications Carrier.
9. The term “CLEC” means competitive local exchange carrier.
10. The term “ILEC” means incumbent local exchange carrier.
11. The term “Petition” refers to i-wireless’ application for ETC designation.
12. If any one of these requests is ambiguous, notify the Department so that the request may be clarified prior to the preparation of a written response.
13. File an original and three copies of the responses with Catrice C. Williams, Secretary of the Department not later than the close of business on **August 31, 2012**.

Requests:

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| D.T.C. 1-1 | Identify by name and title, each executive officer and senior manager of i-wireless. |
| D.T.C. 1-2 | Provide a complete and detailed description of the corporate ownership structure of i-wireless, including, but not limited to: <ol style="list-style-type: none">a. The identity and ownership stake of each member of i-wireless’ ownership group; |

- b. The identity of all other telecommunications businesses that i-wireless' owners have interests in whether an ETC, CLEC, ILEC, wireless provider, or cable provider;
 - c. A complete and detailed list of all of i-wireless affiliates including all other names under which each entity does business;
- D.T.C. 1-3 In each state which i-wireless or one of its affiliate is designated as an ETC, indicate whether that designation is limited, and if so how, including any specific requirements imposed on or volunteered by i-wireless or the affiliate. Provide complete and detailed documentation describing any such limitations or requirements.
- D.T.C. 1-4 Provide the financial statements of i-wireless for the last three years.
- D.T.C. 1-5 State if any state has denied or granted a pending i-wireless ETC petition subsequent to the filing of this petition.
- D.T.C. 1-6 Indicate whether i-wireless or any of its affiliates is presently offering, or has previously offered service in Massachusetts. If so, describe the scope of such business, including geographic areas of operation, services offered, and total number of Massachusetts customers.
- D.T.C. 1-7 Certify whether i-wireless or any of its affiliates has any outstanding tax liabilities, or other late payments, or liabilities due and owing to the Commonwealth of Massachusetts, or any government and/or quasi-public entities in any other jurisdictions. If so, provide complete and detailed documentation identifying the amounts owed and explain the reasons for such arrears.
- D.T.C. 1-8 Identify any and all ongoing litigation involving i-wireless or any of its affiliates in any jurisdiction. Provide the docket number and summary of the litigation for each matter identified.
- D.T.C. 1-9 Certify whether the FCC, any state utilities commission, or government agency has, to date, rendered or entered a finding, criminal conviction (including plea agreements), or civil judgment against i-wireless, its executives or senior managers, or any of its affiliates during the last ten years. Provide a copy of any such finding, conviction, plea agreement, or civil judgment entered against i-wireless, its executives or senior managers, or its affiliates.
- D.T.C. 1-10 Refer to the monthly retail plans available to Lifeline eligible customers which includes 200 MB of data web browsing and email under i-wireless' \$25 per month plan. State whether customers of the plan will be able to use the 200 MB of data with a smartphone device. Also state if the free mobile handsets provided to i-wireless Lifeline customers have smartphone functionality.

- D.T.C. 1-11 State whether i-wireless will impose an activation fee, change fee, or early termination fee, or any other service fee on any of its Lifeline customers. If yes, provide a detailed description of said fee(s).
- D.T.C. 1-12 Indicate whether there are any fees associated with the purchase of additional airtime through either i-wireless' telephone customer interface or its internet website.
- D.T.C. 1-13 Referring to page 5 of the Petition, provide a detailed description of the domestic customer care group with whom i-wireless has contracted. Include in the description any contractual guarantees relative to maximum response times, hold times, or any other vital customer service metrics.
- D.T.C. 1-14 Referring to page 6 of the petition, indicate whether Lifeline customers will have free access to web-based account management tools.
- D.T.C. 1-15 Indicate whether CGM, LLC, the Lifeline service bureau, has the ability to verify that applicants names or addresses are not already receiving a Lifeline subsidy from another ETC.
- D.T.C. 1-16 Provide a coverage area map for i-wireless in Massachusetts with sufficient granularity to distinguish coverage at the wire-center level. State whether i-wireless would enroll customers whose physical address falls outside the coverage area of its underlying facilities-based provider.
- D.T.C.1-17 Provide detailed information about the contracts that i-wireless has with its underlying facilities-based carrier. Include in this response, the length of their contractual relationship, whether there is an expiration date for this agreement, and what provisions for termination, if any, exist.
- D.T.C. 1-18 State how i-wireless intends to provide directory assistance and operator services to its Lifeline customers.
- D.T.C. 1-19 Referring to page 20 of the Petition, explain in detail how i-wireless plans to bring a variety of rate plans into the reach of Lifeline customers that are comparable to those available to post-paid subscribers.
- D.T.C. 1-20 Certify that i-wireless will comply with the annual audit and reporting requirements outlined in *TracFone Wireless, Inc., Annual Verification of SafeLink Wireless Lifeline Subscribers*, D.T.C. 09-9, Order at 16 (June 30, 2010); and *TracFone Wireless, Inc., Annual Verification of SafeLink Wireless Lifeline Subscribers*, D.T.C. 10-6, Order at 4 (Oct. 19, 2010).
- D.T.C. 1-21 State whether i-wireless will notify the Department and receive Department approval before modifying its Massachusetts Lifeline service offerings.

D.T.C. 1-29 State whether i-wireless will abide by the following Department conditions contained in *In the Matter of the Application of Virgin Mobile USA, L.P.'s Petition for Limited Designation as an Eligible Telecommunications Carrier*, D.T.C. 10-11, Order Approving Petition (Sept. 9, 2011). If not, state the reasons for its refusal.

- a. Provide quarterly reporting to the Department of customer accounts terminated for inactivity.
- b. Provide reporting of consumer complaints to the Department regarding its Lifeline service and agree to participate in dispute resolution by the Department's Consumer Division.
- c. Provide reporting to the Department of Universal Service Fund ("USF") support received for Massachusetts consumers.
- d. File with the Department, within 60 days of the approval of its Petition, its terms and conditions of service, applicable to qualifying Lifeline service customers. Agree to an ongoing obligation to notify the Department of any future changes to its rates, terms, or conditions.
- e. Include the Department's contact information for consumer complaints in its marketing materials for its Lifeline service.
- f. Provide Public Safety Answering Points ("PSAP") self-certification to the Department.
- g. Require all customers to contact i-wireless directly to self-certify, under penalty of perjury, that they qualify for Lifeline service and that the customer's household is not already receiving Lifeline service.
- h. Implement a 60-day inactive account (non-use) policy whereby if a customer account is inactive for 60 days, i-wireless will suspend the collection of the USF support for the account during the pendency of a subsequent 30 day grace period during which i-wireless will attempt to re-engage the customer. In the event i-wireless cannot re-engage the customer, i-wireless will discontinue the customer's service so that it does not receive USF support for the grace-period.