

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

In the Matter of)	
)	WC Docket No. 09-197
i-wireless, LLC)	
)	WC Docket No. 11-42
)	
)	CD Acct No.: 202432-i-wireless
)	FRN: 0016194292
)	

ORDER

Adopted: May 7, 2024

Released: May 7, 2024

By the Chief, Enforcement Bureau:

1. The Federal Communications Commission (FCC or Commission) has entered into a Consent Decree for the purpose of resolving inadvertent clerical omissions made by i-wireless, LLC (i-wireless or Company) to the Commission in violation of section 1.17 of the Commission’s rules.¹ Section 1.17 ensures that Commission regulatees do not provide the Commission with material factual information that is incorrect or misleading, or omit material information.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree.

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of i-wireless’ basic qualifications to hold or obtain any Commission license or authorization.²

4. Accordingly, **IT IS ORDERED** that, pursuant to sections 4(i) of the Communications Act of 1934, as amended,³ 47 U.S.C. § 154(i), and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules, 47 CFR §§ 0.111, 0.311, the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** in accordance with the terms of the attached Consent Decree.

¹ 47 CFR § 1.17.

² See 47 CFR § 1.93(b).

³ 47 U.S.C. § 154(i).

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by e-mail and first class mail, to Sean Cullen, i-wireless, LLC, 3012 E 52rd St, Davenport, Iowa, 52807; and John J. Heitmann, Esq., Nelson Mullins Riley Scarborough LLP, 101 Constitution Avenue, Suite 900, Washington, D.C. 20001.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal
Chief
Enforcement Bureau

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CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) and i-wireless, LLC (i-wireless), by their authorized representatives, hereby enter into this Consent Decree for the purpose of resolving inadvertent clerical omissions made by i-wireless to the Commission in violation of section 1.17 of the Commission’s rules.¹ To resolve its filing errors, i-wireless agrees to pay a one million (\$1,000,000) civil penalty.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended.²
 - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
 - (d) “CD Acct No.” means account number 202432-i-wireless, associated with payment obligations described in paragraph 16 of this Consent Decree.
 - (e) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
 - (f) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which i-wireless is subject by virtue of its business activities, including but not limited to 47 CFR § 1.17.
 - (g) “Effective Date” means the date by which both the Bureau and i-wireless have signed the Consent Decree and the Bureau has released an Adopting Order.
 - (h) “ETC” means eligible telecommunications carrier as defined in the Act.
 - (i) “Parties” means i-wireless and the Bureau, each of which is a “Party.”
 - (j) “i-wireless” or “Company” means i-wireless, LLC and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

¹ 47 CFR § 1.17.

² 47 U.S.C. § 151 *et seq.*

II. BACKGROUND

3. *Legal Framework.* Congress directed the Commission to establish the universal service support mechanisms to help ensure that “[q]uality services [are] available at just, reasonable, and affordable rates” for consumers throughout the nation, “including low-income consumers.”³ The Commission’s Lifeline program furthers this goal by reducing the price of monthly telephone service for low-income consumers.⁴ Section 254(e) of the Act provides that “only an eligible telecommunications carrier designated under section 214(e) shall be eligible to receive specific federal universal service support.”⁵ Section 214(e)(2) of the Act gives state commissions the primary responsibility for designating ETCs in their states.⁶ Section 214(e)(6) directs the Commission, upon request, to designate as an ETC “a common carrier providing telephone exchange service and exchange access that is not subject to the jurisdiction of a state commission.”⁷ Under section 214(e)(6), the Commission may, with respect to an area served by a rural telephone company, and shall, in all other cases, designate more than one common carrier as an ETC for a designated service area, consistent with the public interest, convenience, and necessity, so long as the requesting carrier meets the requirements of section 214(e)(1).⁸ Before designating an additional ETC for an area served by a rural telephone company, the Commission must determine that the designation is in the public interest.⁹

4. Section 1.17 of the Commission’s rules provides that applicants seeking Commission authorizations or engaging in activities that require Commission authorizations must provide truthful and accurate information in all interactions with the Commission.¹⁰ Such information is critical to the Commission’s process in determining whether such applications should be granted, and is even more important when it involves an important program like Lifeline.

5. *Factual Background.* On June 29, 2011, i-wireless filed its original application for ETC status in Florida, requesting “ETC designation for its entire service area in Florida (i.e., the area served by its underlying carriers).”¹¹ On July 5, 2011, the Wireline Competition Bureau sought comment on that application by Public Notice.¹² No comments were received. Subsequently, on April 2, 2012, i-wireless amended its application for ETC designation in several states, including Florida, requesting “ETC designation for its entire service area in ... Florida... (i.e., the area served by the facilities-based carriers from whom it obtains wholesale service), but excluding any Tribal Areas.”¹³

³ 47 U.S.C. § 254(b)(1), (3).

⁴ See 47 C.F.R. § 54.403(a).

⁵ 47 U.S.C. § 254(e).

⁶ See 47 U.S.C. § 214(e)(2).

⁷ 47 U.S.C. § 214(e)(6).

⁸ See *id.*

⁹ See *id.*

¹⁰ 47 CFR § 1.17.

¹¹ i-wireless, Petition for Limited Designation as an Eligible Telecommunications Carrier in the State of Florida, WC Docket 09-197, at 12 (filed June 15, 2011) (2011 Petition).

¹² Wireline Competition Bureau Seeks Comment on i-Wireless, LLC Petition for Designation as an Eligible Telecommunications Carrier in the State of Florida, WC Docket 09-197, Public Notice (WCB 2011).

¹³ Amended Petition for Limited Designation as an Eligible Telecommunications Carrier in the States of Alabama, Connecticut, Delaware, Florida, New Hampshire, North Carolina, New York, Tennessee, the Commonwealth of Virginia, and the District of Columbia, WC Docket 09-197, at 11 (Filed April 2, 2012)(2012 Amended Petition). Study areas for Florida were missing from the list of non-rural telephone company study areas attached to the 2012 Amended Petition.

6. The Commission approved i-wireless's ETC status in Florida on June 13, 2012,¹⁴ identifying the relevant study areas in an appendix that was derived from a submission by i-wireless. The only non-rural telephone company study area for the State of Florida identified in the appendix to the order is Verizon Florida.¹⁵ AT&T's study area in Florida, which includes portions of several major population centers such as Miami, Ft. Lauderdale, Palm Beach, Orlando, and Jacksonville, was not included in the i-wireless submission or the appendix.

7. On February 21, 2013, after realizing the omission of the AT&T study area, i-wireless filed a request to amend its designated service area in Florida to include AT&T's study area. In the Request to Amend, i-wireless asserted that "the AT&T study area was inadvertently omitted from the list of approved service areas in Florida."¹⁶ i-wireless later supplemented the Request to Amend with a letter in which i-wireless stated that it "is seeking a formal amendment to its ETC designation to correct that designation for the inadvertent clerical omission of the AT&T Florida service areas" and that its request "should be viewed as a correction of a prior order, and not as a new service area designation."¹⁷ As i-wireless explained in its Request to Amend, i-wireless sought approval for its entire service area in its Florida original application.¹⁸ i-wireless further stated that the error in the *i-wireless Designation Order* "occurred because i-wireless informally provided an erroneous list to the Bureau that inadvertently left out AT&T Florida, even though it had been obviously covered by the plain language of both the 2011 Petition and the 2012 Amended Petition."¹⁹ Since that time, i-wireless has met with Commission staff and continued to request that the *i-wireless Designation Order* be corrected.²⁰

8. On May 7, 2024, the Wireline Communications Bureau entered an order granting i-wireless's Request to Amend *nunc pro tunc* to June 13, 2012.²¹ In the *Corrected Designation Order*, the Wireline Communications Bureau concluded that "it is clear that i-wireless had originally sought ETC designation for its entire service area in Florida including the AT&T study area, and but for the 'clerical error', the Bureau would have granted that request in June 2012."²² The *Corrected Designation Order* grants i-wireless's Request to Amend in order to correct that clerical error, without prejudice to any enforcement investigation that may be warranted.²³

9. In order to resolve this matter, i-wireless has voluntarily agreed to pay a penalty. In furtherance of this resolution, i-wireless and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

¹⁴ *Telecommunications Carriers Eligible for Universal Service Support et al.*, WC Docket No. 09-197, Order, 27 FCC Rcd 6263 (WCB 2012) (*i-wireless Designation Order*).

¹⁵ *i-wireless Designation Order*.

¹⁶ See i-wireless Request to Amend at 2.

¹⁷ Letter from Lance J.M. Steinhart counsel to i-wireless, LLC to Marlene H. Dortch, Secretary, FCC, WC Docket 09-197 (Filed July 16, 2013)(the i-wireless Letter).

¹⁸ *Id.*; see also 2011 Petition, at 2, 12; 2012 Amended Petition, at 3, 11.

¹⁹ i-wireless Letter, at 2.

²⁰ See Letter from Lance J.M. Steinhart counsel to i-wireless, LLC to Marlene H. Dortch, Secretary, FCC, WC Docket 09-197 (Filed Oct. 25, 2019) ("We discussed the points summarized in i-Wireless' clarification letter filed on July 16, 2013, which have been discussed with Staff many times in the intervening time period. We asked that the Bureau correct Exhibit B of the June 2012 ETC designation order for Florida to reflect the fact that i-wireless had applied for ETC designation in the BellSouth service area as well as the rest of Florida.")

²¹ *Corrected Designation Order*.

²² *Corrected Designation Order*.

²³ *Id.*

III. TERMS OF AGREEMENT

10. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

11. **Jurisdiction.** i-wireless agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

12. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

13. **No Further Action.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees that no further enforcement action is necessary. In consideration of the Bureau's agreement, i-wireless agrees to the terms and conditions contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in this matter through the Effective Date, or the existence of this Consent Decree, to institute any new proceeding on its own motion against i-wireless concerning the matters that were the subject of the Investigation, or to set for hearing the question of i-wireless's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters discussed in paragraphs 2 through 4 herein.²⁴ Notwithstanding the foregoing, this Consent Decree is intended to resolve only the omissions made by i-wireless, and does not terminate any other investigations that have been or might be conducted by other law enforcement agencies or offices.

14. **Admission of Facts.** i-wireless admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 13 herein, that paragraphs 5 through 8 contain a true and accurate description of the facts underlying this matter. No other admissions are made by i-wireless.

15. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to section 208 of the Act²⁵ against i-wireless or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by i-wireless with the Communications Laws.

16. **Civil Penalty.** i-wireless will pay a civil penalty to the United States Treasury in the amount of one million dollars (\$1,000,000) within thirty (30) calendar days of the Effective Date. i-wireless acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).²⁶ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. i-wireless shall send electronic notification of payment to Sarah "Sally" Stone at sarah.stone@fcc.gov and EnforcementBureauIHD@fcc.gov, on the date said payment is made. Payment of the Civil Penalty must be made by credit card using the Commission's Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. The Commission no longer accepts Civil Penalty payments by

²⁴ See 47 CFR § 1.93(b).

²⁵ 47 U.S.C. § 208.

²⁶ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

check or money order. Below are instructions that payors should follow based on the form of payment selected:²⁷

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. In the OBI field, enter the FRN(s) captioned above and the letters “FORF”. In addition, a completed Form 159²⁸ or printed CORES form²⁹ must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 or CORES may result in payment not being recognized as having been received. When completing FCC Form 159 or CORES, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).³⁰ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

17. **Event of Default.** i-wireless agrees that an Event of Default shall occur upon the failure by i-wireless to pay the full amount of the Civil Penalty on or before the due date specified in this Consent Decree.

18. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty, together with interest, any penalties permitted and/or required by the

²⁷ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #1).

²⁸ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

²⁹ Information completed using the Commission’s Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/cores/userLogin.do>.

³⁰ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by i-wireless.

19. **Waivers.** As of the Effective Date, i-wireless waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. i-wireless shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither i-wireless nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and i-wireless shall waive any statutory right to a trial *de novo*. i-wireless hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act³¹ relating to the matters addressed in this Consent Decree.

20. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

21. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

22. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which i-wireless does not expressly consent) that provision will be superseded by such Rule or order.

23. **Successors and Assigns.** i-wireless agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

24. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the matters discussed herein.

25. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

26. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

27. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

³¹ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

28. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Loyaan A. Egal
Chief
Enforcement Bureau

Date

Sean Cullen
Chief Financial Officer and Officer
i-wireless, LLC

Date