

**Before the
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of)	
)	
Bridging the Digital Divide for Low-Income Consumers)	WC Docket No. 17-287
)	
Lifeline and Link Up Reform and Modernization)	WC Docket No. 11-42
)	
Telecommunications Carriers Eligible for Universal Service Support)	WC Docket No. 09-197
)	

COMMENTS OF Q LINK WIRELESS LLC

Q Link Wireless LLC (“Q Link”) hereby supports the Petition for a Declaratory Ruling filed by the National Lifeline Association (NaLA) with respect to reimbursement for mandatory Lifeline service provided to Lifeline eligible subscribers during the 15-day cure period specified by 47 C.F.R. § 54.405(e)(3).¹ As NaLA explains, consistent with guidance from the Universal Service Administrative Company (“USAC”), a Lifeline Eligible Telecommunications Carrier (“ETC”) is required to provide service to a Lifeline subscriber during the 15-day cure period.² USAC, however, recently changed the guidance on its website to instruct providers to exclude

¹ National Lifeline Association Petition for Declaratory Ruling, WC Dockets Nos. 11-42, 09-197, and 10-90 (filed February 7, 2018) (“NaLA Petition”).

² NaLA Petition at 3 and Appendix. *See also* 47 C.F.R. § 54.405(a) (“All eligible telecommunications carriers must: (a) Make available Lifeline service, as defined in §54.401, to qualifying low-income consumers.”); 54.400(a) (“A “qualifying low-income consumer” is a consumer who meets the qualifications for Lifeline, as specified in §54.409.”).

subscribers who are within the 15-day cure period from subscriber counts submitted for reimbursement, reversing its prior guidance.³

Q Link agrees with NaLA that it is an unreasonable to interpret 47 C.F.R. § 54.407(c)(2) without considering the mandate to provide service during the 15-day cure period and the requirement under 47 C.F.R. § 54.405(e)(3) to provide the 15-day cure notice to consumers after “a Lifeline subscriber fails to use . . . for 30 consecutive days a Lifeline service that does not require the eligible telecommunications carrier to assess and collect a monthly fee from its subscribers.” USAC’s new guidance interprets 47 C.F.R. 54.407(c)(2) as creating a mandate for ETCs to provide *unreimbursed*—and therefore uncompensated—service to Lifeline subscribers during the cure period.

As NaLA points out, there is nothing in the Commission’s *2016 Lifeline Reform Order* that indicates that the Commission intended to create a requirement to provide unreimbursed service during the 15-day notice period.⁴ Similarly, the *2012 Lifeline Reform Order*, which adopted the initial requirement for de-enrollment after 60 days of non-usage, which the *2016 Order* shorted to 30 days, likewise evinces no intent to mandate uncompensated service during the cure period.⁵

Moreover, as NaLA points out, to interpret 47 C.F.R. § 54.407(c)(2) to create a requirement of uncompensated service during the cure period would create a Takings in violation of the Fifth Amendment of the United States Constitution. Rule 54.407(c)(2) applies only to Lifeline service for which there is no end user charge—and thus no other source of compensation

³ NaLA Petition at 2-3.

⁴ NaLA Petition at 5

⁵ *See Lifeline and Link-Up Reform and Modernization, et al.*, Report and Order and Further Notice of Proposed Rulemaking, 27 FCC Rcd. 6656, 6768-6771 ¶¶ 257-263 (2012).

for the mandated service.⁶ In this case, by requiring ETCs to continue to provide service during the cure period, but denying compensation from the Universal Service Fund, the Commission would be mandating that Lifeline subscribers be permitted physically to occupy portions of the ETC's network facilities and airtime (including airtime capacity purchased from a wholesale provider), without just compensation and without the statutory authorization to engage in a Taking.⁷ That is not permissible.

Accordingly, the Commission should grant NaLA's Petition for a Declaratory Ruling, and clarify that an ETC may include for reimbursement all qualifying Lifeline subscribers that it is serving on the first day of the month, and that is in the cure period mandated by 47 C.F.R. 54.405(e)(3), regardless of whether the subscriber ultimately cures.

Respectfully submitted,



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⁶ NaLA Petition at 9.

⁷ See *Bell Atlantic Telephone Companies v. Fed. Communications Comm'n*, 24 F.3d 1441, 1445-1447 (D.C. Cir. 1994).