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LA Public Service Commission

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June 27, 2022

VIA OVERNIGHT DELIVERY

Executive Secretary, Utilities Division
Louisiana Public Service Commission
602 North Fifth Street
Galvez Building, 12th Floor
Baton Rouge, Louisiana 70821-9154

Re: IM Telecom, LLC d/b/a Infiniti Mobile
Docket No. S-36347

Dear Sir/Madam:

In connection with the above referenced docket number and letter dated June 24, 2022, enclosed please find for filing an original and two (2) copies of IM Telecom, LLC d/b/a Infiniti Mobile's **modified** tariff bearing an issue date of May 3, 2022, and an effective date of June 24, 2022.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed preaddressed, postage-prepaid envelope. If you have any questions or if we may provide you with any additional information, please do not hesitate to contact us.

Respectfully submitted,



Lance J.M. Steinhart, Esq.
Managing Attorney
Lance J.M. Steinhart, P.C.
Attorneys for IM Telecom, LLC d/b/a Infiniti Mobile

Enclosures

ROUTE TO ROUTE FROM
DEPT. Utilities DATE 7/1 DEPT. _____
DEPT. _____ DATE _____ DEPT. _____
DEPT. _____ DATE _____ DEPT. _____
DEPT. _____ DATE _____ DEPT. _____

Transf.

PREPAID WIRELESS COMMUNICATION SERVICES

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TITLE SHEET

LOUISIANA PREPAID WIRELESS TELECOMMUNICATIONS SERVICE TARIFF

LA Public Service Commission

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Prepaid Wireless service by IM Telecom, LLC d/b/a Infiniti Mobile, with principal offices at 500 N Expressway, Ste. 202, Plano, Texas 75074. This tariff is governed and interpreted according to the laws of Louisiana.

Issued: May 3, 2022

Issued By:

Jason Welch, President
500 N Central Expressway, Ste. 202
Plano, Texas 75074

Effective: June 24, 2022

PREPAID WIRELESS COMMUNICATION SERVICES

APPLICATION OF TARIFF

This Tariff sets forth the Service offerings, terms, and conditions applicable to the furnishing of Prepaid Wireless Communications Service IM Telecom, LLC d/b/a Infiniti Mobile (hereinafter referred to as the "Company"), as authorized by the Louisiana Public Service Commission.

The Company's agent for the service of process is:

Corporation Service Company
501 Louisiana Avenue
Baton Rouge, Louisiana 70802

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500 N Central Expressway, Ste. 202
Plano, Texas 75074

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PREPAID WIRELESS COMMUNICATION SERVICES

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>
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

* New or Revised Sheet

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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.

PREPAID WIRELESS COMMUNICATION SERVICES

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

PREPAID WIRELESS COMMUNICATION SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Number - A telephone number provided to a Customer by the Company and associated with the Customer's wireless phone, enabling use of the Company's Wireless System.

Authorized User - Any person, firm, corporation, or other entity authorized by the Customer to use the Wireless Communications Service purchased by the Customer.

Cell Site - Transmitting and receiving antennae and associated radio and control equipment essential to the completion of a talking path between a wireless phone and a Wireless Switching Office.

Commission - Used throughout this tariff to mean the Louisiana Public Service Commission.

Customer - The person, firm, or other legal entity which orders the prepaid wireless services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company - Used throughout this tariff to mean IM Telecom, LLC d/b/a Infiniti Mobile.

Emergency Service Agency (ESA) - An entity legally authorized to subscribe to the Service and which has public safety responsibility by law to respond to telephone calls from the public for emergency police, fire and other emergency services within the area designated for 911 calling. An ESA may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority lawfully has been delegated.

Optional Features - Features that complement the underlying Service provided by the Company to which a Customer may subscribe.

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.

Service Agreement - The contractual arrangement, if any, between the Company and the Customer for the provision of Service.

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Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

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.

Wireless Communications Service ("Service") - A service which uses mobile radio technology to provide telecommunications services between wireless phones and conventional telephone systems or between two wireless phones. This service also is known as Commercial Mobile Radio Service ("CMRS") or Commercial Mobile Service ("CMS"), as defined in 47 U.S.C. §332(d)(1).

Wireless Switching Office - A termination center consisting of the switching and control equipment used for switching and interconnection of Wireless Communications Service.

Wireless System - A telecommunications system comprised of a Wireless Switching Office, Cell Sites and dedicated interconnecting facilities used to provide Service.

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PREPAID WIRELESS COMMUNICATION SERVICES

SECTION 2 - TERMS AND CONDITIONS**2.1 Undertaking of the Company**

The Company undertakes to provide intrastate Wireless Communications Service to the public in accordance with terms and conditions of its tariff on file with this Commission and any Service Agreement executed by the Customer. In the event of any conflict between the provisions of such agreement and the provisions of this tariff, the provisions of this tariff shall control to the extent required by law.

2.2 Availability of Service

- A. Subject to the terms and conditions specified in this tariff, Service will be provided to any person, firm, corporation, partnership or other legal entity that wishes to become a Customer.
- B. Service is available to activated Customers of the Company with compatible wireless phones when the Customer is within the range of Cell Sites located in the Company's Service Areas. Service is available twenty-four (24) hours per day, seven (7) days per week, subject to transmission, atmospheric, topographic and like conditions.
- C. Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Service because of (a) the lack of transmission medium capacity, (b) the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary for the provision of Service, or (c) any cause beyond its control.
- D. The Company reserves the right to arrange for Service to be furnished through the facilities of another entity when necessary.
- E. The use and restoration of Service in emergencies shall be governed by Federal Communications Commission rules and regulations.
- F. The Company reserves the right to suspend, terminate or restrict furnishing Service in accordance with Section J of this tariff.

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2.3 Limitation of Liability

- A. Because the Company has no control of communications content transmitted over the Wireless System, and because of the possibility of errors incident to the provision and use of its Service, the Company shall have no liability for damages, including without limitation direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- B. The liability of the Company for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of establishing, furnishing, rearranging, Changing, or terminating Service under this tariff: and not caused by the failure or negligence of the Customer, shall in no event exceed either (a) an amount equivalent to the proportionate charges the Company would assess the Customer for the period of Service during which such mistakes, interruptions, omissions, delays, errors or defects occur, or (b) One Hundred Dollars (\$100.00), whichever is less.
- C. The Company is not responsible for interruptions in Service.
- D. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment or facilities. The Customer shall be liable for any damages to or loss of the Company's equipment, facilities or Service or for any injury to the Company's personnel caused by the negligence or willful act of the Customer's officers, employees, agents or contractors.
- E. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request under color of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of anyone or more of said governments, or of any civil or military authority; and national emergencies, insurrections, riots, wars or labor difficulties.

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PREPAID WIRELESS COMMUNICATION SERVICES

2.3 Limitation of Liability (Continued)

- F. The Company is not liable for any accident, damages or injury occasioned by the presence of, or use of, the Wireless System, the Service or a wireless phone. The Company is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service by the Customer's employees, third parties, or the public. The Company does not warrant or guarantee that it can prevent unauthorized use or misuse.
- G. The Company is not liable for damages for any defacement or damage to any vehicle or other personal or real property owned or used by a Customer, Authorized User or any other individual resulting from the existence or use of a wireless phone.
- H. The Customer and/or Authorized User shall indemnify and hold the Company harmless against: (a) claims for libel, slander or infringement of copyright arising directly or indirectly from the material transmitted over facilities provided by the Company or the use thereof; (b) claims for infringement of patents arising from combining apparatus and systems of the user with, or using them in connection with, facilities provided by the Company, and (c) all other claims arising out of any act or omission of the User in connection with Service provided by the Company. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such claims.
- I. THE COMPANY MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICE AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
The Company does not authorize anyone to make a warranty of any kind on its behalf and the Customer should not rely on any such statement. The Company is not the manufacturer of the wireless phone or any other equipment and statements regarding the wireless phone or the equipment should not be interpreted as a warranty.
- J. The Communications Assistance for Law Enforcement Act, 47 U.S.C. Sec. 1001 et seq., obligates the Company to provide law enforcement agencies, pursuant to a valid electronic surveillance warrant, with call content and call identifying information reasonably available to the Company. The Company assumes no liability for making this information available to law enforcement agencies or their authorized representatives acting under color of law.

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PREPAID WIRELESS COMMUNICATION SERVICES

2.4 Deposits

The Company does not require deposits.

2.5 Prepayment

- A. The Company, at its discretion, may require prepayment prior to its provision of Service. Charges incurred by the Customer for Service will be deducted from the amount of the prepayment on an ongoing basis as they are incurred.
- B. Service may be suspended when a Customer's prepaid amount is reduced to zero. Service will resume only after prepayment of an additional amount determined by the Company.
- C. Upon termination of Service, by either the Customer or the Company, any excess prepayment will be credited or refunded to the Customer. If charges for Service exceed the remaining prepayment, the Customer remains responsible for such charges and the Company may collect the amount of any underpayment.

2.6 Use of Service

- 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. The Service shall be used in a manner consistent with the terms of this tariff and the policies and regulations of the Federal Communications Commission and all state and local governmental authorities having jurisdiction over the Service.
- C. The Company reserves the right to refuse Service to individuals under the age of 18 and may require proof of age prior to the initiating 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.

2.7 Payment and Billing

All services are prepaid, and billing of services does not apply.

PREPAID WIRELESS COMMUNICATION SERVICES

2.8 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.9 Taxes

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.

2.10 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. In accordance with *General Order dated January 1, 2000*, the returned check charge will be a maximum of \$20.00.

PREPAID WIRELESS COMMUNICATION SERVICES

2.11 Provision of Wireless Phones

- A. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided equipment or facilities. Where such equipment or facilities are used in connection with the Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the Service under this tariff and to the maintenance and operation of such Service. The Company shall not be liable to the Customer if changes in any of the Company's equipment, facilities, operations or Service (a) renders obsolete any of the Customer-provided equipment or facilities; (b) requires modification of the Customer-provided equipment or facilities; or (c) otherwise affects the reception of signals by Customer-provided equipment or facilities.
- B. The Customer or Authorized User must provide and maintain all wireless equipment and ensure that it is technically and operationally compatible with the Company's Wireless System and in compliance with applicable Federal Communications Commission rules and regulations.
- C. The operating characteristics of the wireless phone equipment shall be such as not to interfere with the Service offered by the Company.
- D. The purchase of a wireless phone from the Company does not compel the Company to provide the purchaser with Service. The Company provides Service under the terms and conditions of this tariff and the Service Agreement, if any, between the Company and the Customer.
- E. Customers retain the sole responsibility for notifying the Company of a lost or stolen wireless phone. The Customer is responsible for all charges incurred to the Access Number prior to notifying the Company of the loss or theft.

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2.12 Provision of E911 Service

1. Where facilities and operating conditions permit, 911 service may be provided by the Company. The Company, however, does not undertake to answer, forward or respond to 911 calls, but furnishes the use of its underlying carrier's facilities to route the 911 calls to the appropriate ESA within the Service Area. The Company offers this routing service solely as a public service aid in handling assistance calls in connection with fire, police, and other emergencies and thereby does not create any relationship or obligation, direct or indirect, to any User, person, company, municipality or other entity. Further, the Company cannot guarantee the routing or completion of any 911 call, the quality of the call or any features that may be otherwise provided with 911 service. Except in the event of the Company's willful misconduct, the Customer waives any claim of, and shall indemnify, defend and hold harmless the Company from and against any loss or damage arising from errors, interruptions, defects, failures or malfunctions of 911 service or any part thereof. The Company's entire liability to any person for interruption or failure of 911 service shall be determined under and limited by the terms set forth in this section and other sections of this tariff.
2. The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's willful misconduct, to release, indemnify and hold harmless the Company from any and all losses, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the ESA, Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer, ESA or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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PREPAID WIRELESS COMMUNICATION SERVICES

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.

3.1.2 Timing begins when the called station is answered and two-way communication is possible, as determined by standard industry methods. Timing for each call ends when either party hangs up.

3.2 Customer Complaints

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

500 N. Central Expressway, Suite 202
Plano, TX 75074
(866) 898-8881

If Customer complaints cannot be resolved by the Company, the Customer may contact the Commission at the following address and phone number:

Louisiana Public Service Commission
Galvez Building, 12th Floor
602 North Fifth Street
Baton Rouge, LA 70821-9154
(800) 256-2397

3.3 Basic Wireless Service

Basic Wireless Service is an offering which uses mobile radio technology to provide telecommunications services between wireless phones and conventional telephone systems or between two wireless phones.

3.4 Directory Assistance

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

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3.5 Operator Services

Operator Services is an offering which allows the Customer to select from special call handling or billing arrangements. Per minute usage rates and per call service charge will be assessed to the calling party, called party, third party, calling card or credit card based on the call type and the appropriate acknowledgment of other parties, where applicable.

3.6 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.

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SECTION 4 - RATES

4.1 Rate Plans

- A. \$9.99 monthly – talk, SMS text, GPS location services
- B. \$19.99 monthly – Plan A, plus MMS texting
- C. \$24.99 monthly – Plans A & B, plus use of apps, web browser, data.

Monthly charges exclude taxes, Company Surcharges [incl. USF charge of up to 14.9% (varies quarterly), Administrative Charge (up to \$1.99/line/mo.), Regulatory Charge (\$0.40/line/mo.) & state/local fees by area]. Company Surcharges are not taxes or gov't-required charges and are subject to change. Equipment prices not included.

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