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May 30, 2013
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Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Re: Smith Bagley, Inc.;
Docket No. T-02556A-13-0144

To Whom It May Concern:

Enclosed are an original and thirteen copies of revised tariff pages for Smith Bagley, Inc.'s ("SBI") tariff for its universal service offering in the state of Arizona.

These further revised tariff pages are being submitted pursuant to a conversation with Commission staff on May 28, 2013 and replace those certain tariff pages originally submitted on May 20, 2013.

Also enclosed is a confirmation copy of this filing. Please date-stamp and return in the envelope provided.

Sincerely,

Todd Slamowitz
Counsel for Smith Bagley, Inc.

Enclosures

cc: Lori Morrison, Utilities Division

Arizona Corporation Commission

DOCKETED

MAY 31 2013

DOCKETED BY

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING UNIVERSAL SERVICE (Cont'd)

2.2.6 TERMINATION OF SERVICE

C. Reasons for Termination

The Company may terminate service, with notice, for the following reasons:

1. Nonpayment

Any sum due the Company beyond the payment date.

2. Breach

Following Customer's breach of any provision of its Cellular Service Agreement or pursuant to any applicable rule, regulation or tariff or reasonable standards.

3. Obscenities

Use of foul or profane language over the lines of the Company.

4. Abuse

- a. Following any attempt to use the service fraudulently or in violation of any laws, rules or regulations.
- b. Use of service that interferes with another Customer's service or that is used for any purpose other than communication.
- c. Directory Assistance to obtain a Customer's listed name, address or telephone number for any purpose other than to facilitate the making of a telephone call shall constitute an abuse of the service.

5. Non-Use

For near reservation customers, the Company will provide customer notification when the customer has not used the Universal Service Plan for a period of sixty (60) days. Should the customer fail to respond or continue to not use the Universal Service Plan during a thirty (30) day period following the customer notification, service will be immediately terminated.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.1 CUSTOMER RESPONSIBILITY

The Customer is responsible for payment of all charges for facilities and services furnished the Customer, including charges for services originated, or charges accepted, at such facilities.

2.3.2 LATE PAYMENTS

A late payment charge in the amount of one and one-half percent (1.5%) per month, or the maximum allowable by law, of any balance remaining unpaid after the date due may be added to Customer's balance due to Company once that unpaid balance has been due and payable for thirty (30) days or more. Customer shall pay all costs, fees and expenses of any kind which Company may incur to collect all amounts due from Customer, including, without limitation, all court costs, attorneys' fees, collection agency fees or commissions or other collection costs or expenses of any kind or nature.

2.3.3 ADVANCE PAYMENT FOR SERVICE

Charges for the initial twelve (12 months) of universal service for on reservation or near reservation customers, including the Administrative Fee, may be paid in advance in cash, or where the Customer is creditworthy, charged to a credit card acceptable to the Company. The Company shall return any unused monthly access fees to a Universal Service Customer who terminates service before the expiration of the twelve (12) month period, as appropriate, provided, the customer returns any equipment it has received from the Company at no-cost and is not otherwise in breach of its Cellular Service Agreement.

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SMITH BAGLEY, INC.

**WIRELESS
SERVICES TARIFF**

SECTION 4

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4. EQUIPMENT, CONSTRUCTION AND OTHER SPECIAL CHARGES

4.2 [REMOVED]

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5. BASIC SERVICES

5.2 UNIVERSAL SERVICE (Cont' d)

5.2.1 UNIVERSAL SERVICE PLAN (ON RESERVATION) (Cont'd)

3. Activation, Installation, and Administrative Fee N
- a. The activation charge for all Customer connections is no more than forty dollars (\$40.00) which is waived in its entirety as it is covered by the federal Link-Up Program. T
 - b. There is no installation charge for Customers who obtain a mobile handset through a Company store. The minimum installation charge for fixed installations shall be One Hundred Fifty dollars (\$150.00). Additional installation charges shall be determined on a time and materials basis. Eligible Customers shall receive a credit for installation charges as provided by the federal Link Up Program. The Company shall provide a price quote and describe available credits to Customer before commencing installation. Customer may cancel service without obligation if installation charges quoted are unacceptable.
 - c. The Administrative Fee (\$3.00) is assessed per line on an annual basis to defray costs of various regulatory requirements. The fee is not a tax and the Company is not required by law to impose it. The fee is subject to change from time to time. N
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5. BASIC SERVICES

5.2 UNIVERSAL SERVICE (Cont'd)

5.2.2 NEAR RESERVATION UNIVERSAL SERVICE PLAN (Cont'd)

- 3. Installation and Administrative Fee T

- a. [Removed] T

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 - b. There is no installation charge for Customers who obtain a mobile handset through a Company store. The minimum installation charge for fixed installations shall be One Hundred Fifty dollars (\$150.00). Additional installation charges shall be determined on a time and materials basis. D

 - D**
 - The Company shall provide a price quote to Customer before commencing installation. Customer may cancel service without obligation if installation charges quoted are unacceptable.

 - c. The Administrative Fee (\$3.00) is assessed per line on an annual basis to defray costs of various regulatory requirements. The fee is not a tax and the Company is not required by law to impose it. The fee is subject to change from time to time. N
 - N**
 - N**
 - N**

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**6. ELIGIBILITY FOR LOW INCOME CREDITS
ON UNIVERSAL SERVICE PLANS**

**6.1 ELIGIBILITY BASED ON MEANS-TESTED PROGRAM
PARTICIPATION**

A. Customers shall be eligible for the low-income credits described in Sections 5.2.1 and 5.2.2 herein if the customer participates in one of the following means-tested programs:

- Medicaid
- Food Stamps
- Supplemental Social Security Income (SSI)
- Federal Public Housing Assistance (Section 8 or FPHA)
- Low Income Home Energy Assistance Program (LIHEAP)
- Temporary Assistance to Need Families (TANF)
- National School Lunch's Free Lunch Program (NSL)
- State Children's Health Insurance Plan (AHCCCS or KidsCare)
- Bureau of Indian Affairs General Assistance
- Navajo Nation Program for Self Reliance
- Head Start (income qualifying/residents of Tribal Lands only)
- Tribal Temporary Assistance for Needy Families (Tribal TANF) N
- Food Distribution Program on Indian Reservations (FDPIR) N

6.2 ELIGIBILITY BASED UPON INCOME

A. [REMOVED] D
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B. Customers shall be eligible for low-income credits described in Sections 5.2.1 and 5.2.2 herein if the customer's household income level is below 150 percent of the Federal Poverty Guidelines as published by the U.S. Government on an annual basis.

6.3 DISPUTE RESOLUTION PROCEDURES

A. If Company has a reasonable basis to believe that a customer no longer qualifies for the low-income credits described in Section 5.2.1 and 5.2.2 herein, the Company will notify the customer of their impending termination of those low-income credits by sending a termination of low-income credits notice in a letter separate from the customer's bill.

B. If a customer receives such a termination notice the customer has 30 days from the date of the termination letter in which to demonstrate his or her continued eligibility before the low-income credits are discontinued. C

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**6. ELIGIBILITY FOR LOW INCOME CREDITS ON UNIVERSAL SERVICE PLANS
(Cont'd)**

6.3 DISPUTE RESOLUTION PROCEDURES (Cont'd)

- C. If a dispute remains between the customer and the Company on the customer's continued eligibility, the customer can utilize the Arizona Corporation Commission's dispute resolution or company process (A.A.C. R14-2-510) to resolve the dispute.

6.4 CERTIFICATION PROCEDURES

- A. Certification occurs at the time that a customer is applying to enroll to receive the low-income credits described in Sections 5.2.1 and 5.2.2 herein.
1. In order to be eligible to receive the low-income credits described in Sections 5.2.1 and 5.2.2 herein, customers must provide the Company with the proper documentation of household income or, that they are a participant in one of the programs listed in Sections 6.1 or 6.2 herein. C C
 2. In order to be eligible to receive the low-income credits described in Sections 5.2.1 and 5.2.2 herein, customers must self-certify, under penalty of perjury that they are eligible based upon the income criteria described in Section 6.2 herein, and, in addition, the customer must provide at enrollment one of the following types of support documentation:
 - prior year's state, federal or tribal tax return
 - current income statements from an employer or paycheck stub
 - Social Security statements of benefits
 - Unemployment/Workmen's Compensation statement of benefits
 - federal or tribal notice letter of participation in Bureau of Indian Affairs General Assistance
 - divorce decree
 - child support document
 - a. If any document other than a prior year's tax return is submitted as supporting document, the customer must present three consecutive months worth of the same type of statements within the calendar year.
- B. An officer of the Company will certify annually that the Company has policies and procedures in place to ensure that Lifeline subscribers are eligible to receive Lifeline services, and that the Company is in compliance with all federal Lifeline certification procedures. An officer will also certify that the Company has obtained a valid certification form for each Lifeline subscriber. C

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**6. ELIGIBILITY FOR LOW INCOME CREDITS ON UNIVERSAL SERVICE PLANS
(Cont'd)**

6.5 VERIFICATION PROCEDURES

On an annual basis, the Customer shall be requested to re-certify to their continued eligibility for the low-income credits described in Sections 5.2.1 and 5.2.2. Failure of any Customer to re-certify will result in the termination of discounted service after 30 days' notice is provided by the Company to the Customer.

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7. MISCELLANEOUS SERVICE OFFERINGS

7.1 TOLL RESTRICTION SERVICE

7.1.1 900 SERVICE RESTRICTION

Under the Universal Service Plan, 900 service is blocked.

7.1.2 800 SERVICE RESTRICTION

800 service restriction is available as a feature on a per subscriber basis. This feature restricts any 1+800 (or other toll free dial, e.g., A888" or A877") dialing. The Customer is responsible for notifying the Company if it wishes to have 800 numbers blocked.

7.1.3 1+ DIALING CALLING

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Under the Universal Service Plan, customers can make direct dialed long distance calls (1 + dialing) by adding additional funds to its account.

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7.1.4 INTERNATIONAL CALLING

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Under the Universal Service Plan, customers can make international calls by adding additional funds to its account.

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