

ORIGINAL

KELLEY DRYE & WARREN LLP
A LIMITED LIABILITY PARTNERSHIP



WASHINGTON HARBOUR, SUITE 400
3050 K STREET, NW
WASHINGTON, DC 20007

FACSIMILE
(202) 342-8451
www.kelleydrye.com

NEW YORK, NY
LOS ANGELES, CA
CHICAGO, IL
STAMFORD, CT
PARSIPPANY, NJ

(202) 342-8400

BRUSSELS, BELGIUM

AFFILIATE OFFICE
MUMBAI, INDIA

JOSHUA T. GUYAN
DIRECT DIAL: (202) 342-8566
EMAIL: JGUYAN@KELLEYDRYE.COM

November 8, 2016

Arizona Corporation Commission
Docket Control Center
1200 West Washington Street
Phoenix, Arizona 85007

RECEIVED
AZ CORP COMMISSION
DOCKET CONTROL
2016 NOV -9 A 8:23

Re: Blue Jay Wireless, LLC — Tariff Revisions (replacement pages)
Docket No. T-20853A-16-0401

Dear Sir or Madam:

On November 2, 2016, Blue Jay Wireless, LLC (Blue Jay) submitted revised pages to its Arizona Tariff No. 1 for approval by the Arizona Corporation Commission (Commission). The changes identified in these pages are proposed in connection with new rules adopted by the Federal Communications Commission for the federal Lifeline program. Pursuant to correspondence with Staff, enclosed is a complete replacement set of the revised pages (pages 13, 14, 16, 19, 20, 23 and 24). Blue Jay respectfully requests that these revisions, as corrected, become effective on December 2, 2016.

If there are any questions regarding the proposed revisions, please contact me at (202) 342-8566 or via email at jguyan@kelleydrye.com. Thank you for your assistance with this matter.

Respectfully submitted,

Joshua T. Guyan
Counsel to Blue Jay Wireless, LLC

Arizona Corporation Commission
DOCKETED
NOV 09 2016

Attachment

DOCKETED BY	
-------------	--

SECTION I – REGULATIONS (cont.)

1.8 Assigning and Changing of Telephone Numbers (cont.)

1.8.2 Unless porting a number from an existing account, Lifeline Subscribers must accept the number that is assigned to them at the time of activation. In the event a Lifeline Subscriber desires and is eligible to port a number, they can arrange to do so during the enrollment process. Company will not charge for porting of numbers; however Company is not responsible for charges that a new Lifeline Subscriber’s previous provider may impose for the number transfer.

1.8.3 Lifeline Subscribers ceasing to receive service from Company may transfer a wireless number prior to the wireless number being reissued to another Lifeline Subscriber by contacting Customer Service.

1.9 Termination of Service

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

- (i) Lifeline Subscriber’s breach of any provision of the Company’s rules, terms and conditions as identified in this Tariff or of the Company’s Terms and Conditions as posted on Company’s website or of Company reasonable requirements duly conveyed to Company’s Lifeline Subscribers.
- (ii) Due to Lifeline Subscriber’s use of the service in any way that is illegal, abusive of Company or other Lifeline Subscribers or fraudulent, including sending unwanted messages or SPAM, or harassing, threatening, abusing, defaming or slandering any individual or entity. Lifeline Subscriber may not resell the Services or sell the Mobile Device to a third-party.
- (iii) Any use of service that interferes with another Lifeline Subscriber’s service or that is used for any purpose other than communication.
- (iv) Lifeline Subscriber’s use of Directory Assistance to obtain a 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. (M)
(M)
(M)
- (v) Lifeline Subscriber’s failure to use the Services during a consecutive 30-day period. Company will provide notice to the Lifeline Subscriber that failure to use the Services within a subsequent 15-day notice period will result in de-enrollment. (N)
(N)
(N)
(N)

(M) - Material moved to this page was previously located on Page 14.

Issued:

ISSUED BY: David Wareikis, President/CEO
4240 International Parkway, Suite 140
Carrollton, TX 75007

Effective: December 2, 2016

(T)
(T)

SECTION I – REGULATIONS (cont.)1.9 Termination of Service (cont.)

(M)

(M)

1.9.1 (cont.)

(vi) Once a termination of service has been completed, service will be reestablished only upon the basis of a new application for service.

(T)

1.9.2 If Company has a reasonable basis to believe that a Lifeline Subscriber no longer meets the eligibility criteria for Lifeline service, Company will notify the Lifeline Subscriber of impending termination of the Lifeline service. This notification of impending termination will be sent in writing and will be written in clear, easily understood language. The Lifeline Subscriber will be allowed 30-days following the date of the impending termination letter to demonstrate continued eligibility. A Lifeline Subscriber making such a demonstration must present proof of continued eligibility to the Company consistent with applicable annual recertification requirements, as described in federal law. The Company will terminate any Lifeline Subscriber who fails to demonstrate continued eligibility within the 30-day time period. Notwithstanding the foregoing, Company will comply with any state dispute resolution procedures applicable to Lifeline termination.

1.10 Customer Initiated Cancellation of Service

1.10.1 In the event that a customer contacts the Company and states that he or she is not eligible for Lifeline or wishes to de-enroll for any reason, the Company will disconnect and de-enroll the customer within twenty-four hours.

1.11 Limitations on Service Obligations

1.11.1 The Company reserves the right to refuse an application for service made by a present or former Lifeline Subscriber who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied.

1.11.2 The Company reserves the right to refuse an application for service made by a former Lifeline Subscriber who on past occasions has repeatedly ordered the same or similar product(s) or service(s) and subsequently cancelled such same or similar product or service.

(M) - Material previously located on this Page was moved to Page 13.

Issued:

ISSUED BY: David Wareikis, President/CEO
4240 International Parkway, Suite 140
Carrollton, TX 75007

Effective: December 2, 2016

(T)

(T)

SECTION II -- DESCRIPTION OF SERVICE (cont.)

2.2 Lifeline Service Conditions

- 2.2.1 Company's Lifeline Service is a federally-supported wireless telecommunications service that provides reduced monthly service rates and is made available to qualified low-income consumers.
- 2.2.2 Lifeline customers are exempt from paying the Federal Universal Service Charge.
- 2.2.3 Eligible Lifeline Subscribers may apply Lifeline discounts to any Company residential service plan that includes voice telephony service.
- 2.2.4 All Lifeline reimbursements received by Company will directly correlate to Service discounts passed through to Lifeline Subscribers, ensuring that Lifeline Subscriber receive 100% of all universal service support funding.
- 2.2.5 Lifeline discounts are set, pursuant to federal regulation, at \$9.25 for non-tribal service and \$34.25 for tribal service.

2.3 Lifeline Service Eligibility

- 2.3.1 Eligibility is determined based on income or participation in assistance programs closely related to and based on income.
- 2.3.2 In Arizona, Lifeline Subscribers are eligible if their gross income is at or below 135% of the Federal Poverty Guidelines or if the Lifeline Subscriber participates in at least one of the approved public assistance programs, as indicated below:

- (i) Federal Public Housing Assistance/Section 8 (FPHA)
- (ii) Supplemental Nutrition Assistance Program (SNAP)
- (iii) Medicaid
- (iv) Supplemental Security Income (SSI)
- (v) Veterans and Survivors Pension Benefit

(C)
(C)

(N), (D)
(N), (D)
(D)
(D)
(D)

Issued:

Effective: December 2, 2016

ISSUED BY: David Wareikis, President/CEO
4240 International Parkway, Suite 140
Carrollton, TX 75007

(T)
(T)

SECTION II -- DESCRIPTION OF SERVICE (cont.)**2.4 Certification and Verification of Eligibility for Low-Income Programs (cont.)**

2.4.5 Applicants are required to provide a residential address with their application/certification form and may not use a P.O. Box for their physical address.

2.4.6 Lifeline service will not be provided until proof of eligibility has been received and confirmed by the Company. Additional verification of identity is obtained by requiring enrollees to complete a call to Company personnel upon receipt of the handset in order to activate Service.

2.4.7 Annual re-certification of a Lifeline Subscriber's eligibility is a prerequisite for the Lifeline Subscriber's continued receipt of Lifeline-supported services. Re-certification may be achieved through Company querying of applicable eligibility databases or by obtaining a signed certification from each Lifeline Subscriber. If Company cannot verify a Lifeline Subscriber's continued eligibility, that Lifeline Subscriber's Lifeline Service will be discontinued.

2.5 Service Activation

2.5.1 An outbound call must be made in order for the service to be activated and for Company to seek Lifeline reimbursement for that customer. For phones sold in-person, the customer must complete an outbound call in front of the representative upon taking possession of the phone in order to complete the enrollment process. In the event phones are mailed to the customer's address, the customer must dial an activation code which will connect them to a customer service representative. The customer then has to provide the customer service representative with identification information and confirm Lifeline service was ordered.

2.6 Non-Usage Policy

2.6.1 Consistent with federal law, Company has implemented a non-usage policy to ensure that Lifeline support is received only by qualified Lifeline Subscribers who use the service and to prevent reimbursement from the USF to Company for Lifeline support provided to inactive Lifeline Subscribers.

2.6.2 Lifeline Service must be personally activated by the Lifeline Subscriber and the Service will be deactivated and the Lifeline Subscriber de-enrolled if the Lifeline Subscriber does not use the Service for a period of 30 days.

(C)

Issued:

ISSUED BY: David Wareikis, President/CEO
4240 International Parkway, Suite 140
Carrollton, TX 75007

Effective: December 2, 2016

(T)
(T)

SECTION II --DESCRIPTION OF SERVICE (cont.)

2.6 Non-Usage Policy (cont.)

- 2.6.3 Lifeline Subscribers that do not use the Service for a period of 30 days will be issued a de-enrollment notice that failure to use the Lifeline service within a 15-day notice period will result in de-enrollment. Lifeline Subscribers can “use” the service by: (1) completing an outbound call or the usage of data; (2) purchasing minutes or data from the Company to add to the subscriber’s service plan; (3) answering an incoming call from a party other than Blue Jay Wireless; (4) responding to direct contact from Blue Jay Wireless and confirming that the subscriber wants to continue receiving the service; or (5) sending a text message. (C)
(N)
(N)
- 2.6.4 If, after 15 days, the Lifeline Subscriber has not resumed using the Service, Company will de-enroll the Lifeline Subscriber from the Lifeline program. (C)
- 2.6.5 A Lifeline Subscriber who has been deactivated under this plan may subsequently re-enroll in the Lifeline program provided that the former Lifeline Subscriber remains qualified for Lifeline benefits. He or she will be re-enrolled in the program and will be provided the monthly allotment of minutes following re-enrollment.
- 2.6.6 Once a Lifeline Subscriber has been de-enrolled from Lifeline, Company will cease seeking reimbursement from the USF for the Lifeline Subscriber.

2.7 Airtime Usage

- 2.7.1 Company’s Lifeline Subscribers receive a specified amount of minutes and SMS messages each month, as determined by their selection among the Company plans described in Section 2.8. Lifeline Subscribers may purchase additional minutes and SMS capability (“top-ups”) on a non-recurring basis as described in 2.9. From time to time, Company may offer promotions through which Lifeline Subscribers may purchase recurring top-ups on a term commitment basis.
- 2.7.2 Deduction of minutes for a completed call from a customer’s handset will begin when the SEND key is pressed and will end when either party ends the call, rounded up to the nearest minute. Call detail records will only be provided upon affirmative request of Lifeline Subscriber or where required by applicable law.

Issued:

Effective: December 2, 2016

ISSUED BY: David Wareikis, President/CEO
4240 International Parkway, Suite 140
Carrollton, TX 75007

(T)
(T)

SECTION II -- DESCRIPTION OF SERVICE (cont.)

2.9 Lifeline Service Plans (cont.)

2.9.5 (cont.)

Non-Tribal Service Plans (cont.):

- Lifeline 500 Minutes + Unlimited Texts/ 500 MB Data Plan. Each month the customer will receive 500 free anytime voice minutes, unlimited text messages (incoming or outgoing), and 500 MB of data. There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date. The cost of this plan is \$3.50 per month.

(D)
(N)
|
|
|
(N)

Tribal Service Plan:

- Tribal Resident Lifeline Unlimited Voice and Text w/ 1GB Data Plan. Each month the subscriber will receive free unlimited anytime voice minutes and text messages and 1 GB of data.

(C)
(C)
(C), (D)

Additional Minutes Plans (“Top-Ups”)

- Lifeline Subscribers may purchase additional minutes plans on a non-recurring basis. Unused minutes and messages expire at the end of Lifeline Subscribers’ monthly period and may not be used in subsequent months. If Lifeline Subscribers use all of their monthly voice minutes and messages before a new monthly cycle starts and they add an Additional Minutes Plan to their account, they will be charged based on the Additional Minutes Plan they choose for voice calls and messages. Even following purchase of an additional minutes plan, if Lifeline Subscriber uses all of the minutes included in the plan, Lifeline Subscriber will not have the ability to make calls or send receive messages, except to place 911 calls, until another additional minutes plan is purchased or a new monthly cycle starts.

Issued:

Effective: December 2, 2016

ISSUED BY: David Wareikis, President/CEO
4240 International Parkway, Suite 140
Carrollton, TX 75007

(T)
(T)

SECTION II -- DESCRIPTION OF SERVICE (cont.)

2.9 Lifeline Service Plans (cont.)

2.9.5 (cont.)

Additional Minutes Plans (“Top-Ups”) (cont.)

Subscribers can add Additional Minutes Plans or Additional Data Reloads to their account by paying by credit/debit card, or by buying an Additional Minutes Plan or Additional Data Reload at any Blue Jay Wireless authorized location. All Blue Jay Wireless subscribers can add Additional Minutes Plans in 1000 unit increments for \$10.00 each. In addition, Lifeline customers can purchase a Lifeline Unlimited Voice Top-up for \$15.75 (resulting in unlimited voice and text plus 500 MB of data).

(C)

(C)

(D)

(D)

Issued:

ISSUED BY: David Wareikis, President/CEO
4240 International Parkway, Suite 140
Carrollton, TX 75007

Effective: December 2, 2016

(T)
(T)