

HENDREN AND ANDRAE, L.L.C.

HENRY ANDRAE (RETIRED)  
RICHARD S. BROWNLEE III  
MICHAEL A. DALLMEYER  
DUANE E. SCHREIMANN  
DOUGLAS L. VAN CAMP  
MICHAEL G. BERRY  
JOHN W. KUEBLER  
SUSAN M. TURNER  
CHRISTOPHER P. RACKERS  
SARA C. MICHAEL  
PATRICIA D. PERKINS  
BRIAN K. FRANCKA

ATTORNEYS AT LAW  
RIVERVIEW OFFICE CENTER  
221 BOLIVAR STREET, SUITE 300  
P.O. BOX 1069  
JEFFERSON CITY, MISSOURI 65102

JOHN H. HENDREN (1907-1988)  
CHARLES H. HOWARD (1925-1970)  
JOHN E. BURRUSS, JR. (1933-1985)  
GERALD E. ROARK (1956-1995)

FILED 2

(573) 636-8135

FACSIMILE  
(573) 636-5226

E-MAIL  
henand@socket.net

April 18, 2000

APR 18 2000

Missouri Public  
Service Commission

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102

RECEIVED 2  
APR 18 2000 j  
Records  
Public Service Commission  
TA-2000-372

Re: In the Matter of Snappy Phone of Texas, Inc. d/b/a Snappy  
Phone - Tariff Filing

Dear Mr. Roberts:

Enclosed for filing please find the original plus six (6)  
copies of Tariff to Provide Basic Local Telecommunication Services  
in the State of Missouri on behalf of Snappy Phone of Texas, Inc.,  
d/b/a Snappy Phone. This tariff has an issued date of April 18,  
2000, and an effective date of June 2, 2000.

Very truly yours,

HENDREN AND ANDRAE, L.L.C.

Richard S. Brownlee, III

RSB/s

Enclosures

cc: Office of the Public Counsel  
General Counsel  
Art McGee  
Anthony K. Conroy

TITLE SHEET

**SNAPPY PHONE of Texas, Inc**

D/B/A SNAPPY PHONE

**MISSOURI TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for Telecommunications Services furnished by Snappy Phone of Texas, Inc., with principal offices at 6901 West 70<sup>th</sup> Street, Shreveport, Louisiana 71129. This tariff applies for services furnished within the state of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

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By:

R. D. Hyde, Jr., Chairman  
6901 West 70<sup>th</sup> Street  
Shreveport, LA 71129

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CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers – None
2. Connecting Carriers – None
3. Other participating Carriers – None

WAIVER OF RULES AND REGULATIONS

Pursuant to TA-2000-272, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

392.210.2	Uniform system of accounts
392.270	Property valuation
392.280	Depreciation rates
392.290.1	Issuance of stocks & bonds
392.300.2	Acquisition of stock
392.310	Issuance of stocks & bonds
392.320	Stock dividends
392.330	Issuance of securities, debt and notes
392.340	Reorganization

Commission Rules

4CSR 240-1-.020	Income on depreciation fund investments
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-35	Reporting of bypass and customer specific arrangements

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CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. 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.

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
19	Original
20	Original
21	Original
22	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 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, 4<sup>th</sup> 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

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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.

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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

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access.

Authorization Code – A numerical code, one or more of which may be assigned to a Customer, to enable Snappy Phone to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission – Used throughout this tariff to mean the Missouri Public Service Commission

Company or Snappy Phone – Used throughout this tariff to mean Snappy Phone of Texas, Inc. a Texas Corporation.

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

Dedicated Access – The customer gains entry to the Company's services by a direct path from the customer's location to the company's point of presence.

Resp. Org. – Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

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Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, meters, or other similar communications.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to local resale telecommunications services provided by Snappy Phone for telecommunications between points within the State of Missouri. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company.

Additionally, Snappy Phone shall be responsible for the marketing practices of its contracted dealers and for their compliance with this provision. Snappy Phone understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete local telecommunications traffic within the State of Missouri.

In accordance with contractual agreements with Bell South, Snappy Phone will provide intrastate telecommunication services in the following exchanges:

Adrian	Advance	Agency	Altenburg-Frohna
Antonia	Archie	Argyle	Armstrong
Ash Grove	Beaufort	Bell City	Belton
Benton	Billings	Bismarck	Bloomfield
Bloomsdale	Blue Springs	Borme Terre	Boonville

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Bowling Green	Bridgeton	Brookfield	Carndenton
Campbell	Cape Girardeau	Cardwell	Carl Junction
Carolton	Carthage	Charleston	Chesterfield
Chillicothe	Clarksville	Clever	Climax Springs
Creve Couer	Deering	Dekalb	Delta
DeSoto	Dexter	Downing	East Prairie
Edina	Eldon	East Independence	Elsberry
Essex	Eureka	Excelsior Springs	Fair Grove
Farley	Farmington	Fayette	Fenton
Ferguson	Fisk	Festus-Crystal City	Flat River
Florissant	Frnakford	Fredericktown	Freeburg
Fulton	Gideon	Gladstone	Glasgow
Grain Valley	Gravois Mills	Gray Summit	Greenwood
Hannibal	Harvester	Herculaneum-Pevely	Hayti
Higbee	High Ridge	Hillsboro	Holcomb
Homersville	Imperial	Independence	Jackson
Jasper	Jopbn	Kansas City Metro	Kennett
Kirksville	Kirkwood	Knob Nester	Ladue
Lamar	Lancaster	Lake Ozark-OsageBeach	Leadwood
LaMonte	Lee's Summit	Liberty	Lilbourn
Linn	Lockwood	Louisiana	Macks Creek
Maiden	Manchester	Marble Hill	Marceline
Marionville	Marshall	Marston	Maxville
Mehlville	Meta	Mexico	Moberly
Monett	Morehouse	Montgomery City	Nashua
Neosho	Nevada	New Franklin	New Madrid
Nixa	Oak Ridge	Oakville	Old Appleton
Oran	Overland	Pacific	Parkville
Patton	Paynesville	Pocohontas-New Wells	Pierce City

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Perryville	Pond	Portage Dex Sioux	Popular Bluff
Portageville	Puxico	Quilin	Raytown
Republic	Richmond	Richwoods	Risco
Riverview	Rogersville	Rushville	St. Charles
St. Clair	St. Joseph	St. Louis Metro	St. Mary
St. Genevieve	San Antonio	Sappington	Scott City
Sedalia	Senath	Sikeston	Slater
Smithville	S. Kansas City	Springfield Metro	Spanish Lake
Stanberry	Stafford	Tiffany Springs	Trenton
Tuscumbia	Union	Valley Park	Versailles
Vienna	Walnut Grove	Warden	Ware
Washington	Webb City	Webster Groves	Wellsville
Westphalia	Willard	Wyatt	

- 2.1.1 The services provided by Snappy Phone are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Snappy Phone and do not apply, unless otherwise specified, to the lines, facilities or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Snappy Phone.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control including without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or re-pricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

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## 2.2 Use of Services

- 2.2.1 Snappy Phone's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2
- 2.2.2 The use of Snappy Phone's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Snappy Phone's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Snappy Phone's services are available for use 24 hours per day, seven days per week.
- 2.2.5 Snappy Phone does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Snappy Phone's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The customer is responsible for notifying the Company immediately of any unauthorized use of services.

## 2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier,

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an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the monthly service charge for the period during which the call was affected. No other liability in any event shall attach to the Company
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

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2.3.7 The remedies set forth herein are excluding and in lieu of all other warranties and remedies, whether express, implied, or statutory, **including without limitation implied warranties of merchantability and fitness for a particular purpose.**

#### 2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Snappy Phone on the Customer's behalf.

2.4.3 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

#### 2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days, defined as any day on which the company's business office is open and U. S. Mail is delivered, written notice to the Customer, Snappy Phone may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For non-payment of any sum due Snappy Phone for more than ten (10) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Snappy Phone's services, or

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- 2.5.1.D By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting Snappy Phone from furnishing its services.
- 2.5.2 Without incurring liability, Snappy Phone may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff operation of Customer and Snappy Phone's equipment and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 The Customer may terminate service upon thirty (30) days written or oral notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service.

## 2.6 Credit Allowance

The Customer will receive credit for service interruption beginning when the customer reports the interruption to Snappy Phone's Customer Service Department and end when service is restored to the demarcation point. Credits for interruptions that are reported during non-business hours are calculated in the same manner.

## 2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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## 2.8 Deposit

The Company does not require deposits.

## 2.9 Payment and Billing

- 2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon the same date each month.
- 2.9.2 The customer is responsible for payment of all charges for services furnished to the customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in advance.
- 2.9.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company, orally or in writing, within the applicable statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefor is not received by the Company, supported by sufficient documentation to enable investigation of the disputed amount, in writing within such limitation period.

## 2.10 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

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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.

2.11 Taxes

All federal, state and local taxes, assessments, surcharges, and 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.

2.12 Late Charge

A one-time late fee of \$10.00 monthly or the amount otherwise authorized by law, whichever is lower, may be added to any unpaid balance brought forward from the previous month's billing date.

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SECTION 3 – DESCRIPTION OF SERVICE

392.211 Computation of Charges

392.211.2 The total monthly charges for basic local service, with additional charges for custom calling features when applicable, is a fixed monthly amount and entitles subscribers to an unlimited number of calls to all exchange access lines within the local calling area.

3.1.2 The rates for local service and custom calling services are outlined below:

**Local Phone Service**

**Rate schedule 4.B**

**Southwestern Bell Markets**

**Monthly Charges**

Monthly Access Fee	\$39.95
Custom Calling Features (Monthly)	
Call Forwarding	\$ 5.00
Call Waiting	\$ 5.00
Three-Way Calling	\$ 5.00
Non-published Number	\$ 5.00
Speed Dialing	\$ 5.00
Call Return	\$ 8.00
Caller ID	\$10.00
Local Optional Service	\$20.00
Inside Wiring	\$ 4.99

**Service Initiation Charges**

Activation Fee	\$20.00
Transfer	\$39.95
Number Change	\$30.00
Calling Feature	\$25.00

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392.212 Customer Complaints and/or Billing Disputes

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

6901 West 70<sup>th</sup> Street  
P.O. Box 19360  
Shreveport, LA 71149

1-888-424-5588

Any objection to billed charges should be reported promptly to Snappy Phone. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. If over-billing of a subscriber occurs, due to either Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount over-billed. In the event that the Company willfully overcharged any Customer, the Company shall refund the difference plus interest as prescribed by the Commission.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:

State of Missouri  
Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102  
1-573-751-3234

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392.213 Level of Service

A customer can expect end-to-end network availability of not less than 99% at all times for all services.

392.214 Service Offerings

392.214.21+ Dialing

Snappy Phone offers local residential service only and restricts all 1+ dialing. Additionally, Snappy Phone employs the use of customized code restrictions which permit local calls, non-chargeable calls such as repair service, emergency numbers (911) and 800 calling. Types of calls that are restricted are 0-,0+,DDD 1+, 1+900. 1+555-1212 and 1+NPA-555-1212,411,976,IDDD01 and IDDD011+.The Company shall not be liable to any person for damages of any nature or kind arising out of, resulting from, or in connection with the provision of Customized Code Restrictions.

392.214.3Emergency Call Handling Procedures

Emergency 911 calls are not routed to Company but are completed through the local network at no charge.

392.214.4Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations. All promotional offerings will receive Commission approval prior to commencement of such offerings.

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SECTION 4 – CURRENT RATES

4.1 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge

The Customer will be assessed a monthly Federal Universal Service Fund contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor). A Presubscribed Interexchange Carrier Charge (“PICC”) applies on a monthly basis to all Customer monthly bills at the prevailing rate.

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