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FILE

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November 20, 2006

06-1379-TP-ATC

VIA OVERNIGHT COURIER

Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

Re: Application of AmeriVon LLC for Authority to Consummate Transfer of Control of Majority Shareholders to Minority Shareholder; Transfer Certificate to V-Global Communications, Inc. and Change Name to V-Global Communications, LLC

Ladies and Gentlemen:

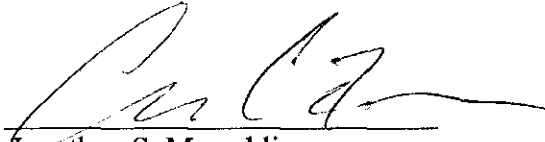
V-Global Communications, Inc. ("V-Global") and AmeriVon LLC ("AmeriVon") (together, "Applicants"), through their counsel, hereby file an original plus seven (7) copies of their Application for Authority to Consummate Transfer of Control of Majority Shareholders to Minority Shareholder; Transfer Certificate to V-Global Communications, Inc. and Change Name to V-Global Communications, LLC ("Application").

An additional copy of this filing is enclosed. Please date-stamp and return in the postage-prepaid envelope provided.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician Date Processed 11-21-06

Should questions arise with regard to these filings, kindly contact the undersigned.

Respectfully submitted,



Jonathan S. Marashlian
Christopher A. Canter
HELEIN & MARASHLIAN, LLC
The *Comm*Law Group
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Counsel for Joint Petitioners

AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451.
Phone: (425) 458-5760
Web Page: www.AmeriVon.com

Robert B. Segal, President/CEO
V-Global Communications, LLC
One Stamford Plaza
263 Tresser Boulevard, 9th Floor
Stamford, Connecticut 06901
Phone: (845) 406-3416
Fax: (845) 362-1801

Email: RBSegal@V-Global.net
Web Page: www.V-Global.net

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM

(Effective: 10/01/2004)

(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

In the Matter of the Application of)
AmeriVon, LLC. for Authority to Consummate)
Transfer of Control of Majority Shareholder to)
Minority Shareholder; Transfer Certificate)
to V-Global Communications, Inc. and Change Name)
to V-Global Communications, LLC)

Case No. 05-1379 -TP-ATC

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Pre-Transfer of Control:

Name of Registrant(s) **AmeriVon LLC**

DBA(s) of Registrant(s) _____

Address of Registrant(s) **800 Southwood Boulevard, Suite 212 Incline Village, Nevada 89451**

Company Web Address **www.AmeriVon.com**

Regulatory Contact Person(s) **Jonathan S. Marashlian**

Phone **(703) 714-1313**

Fax **(703) 714-1330**

Regulatory Contact Person's Email Address **jsm@thlglaw.com**

Contact Person for Annual Report **Jessica Bukowski**

Phone **(703) 714-1300**

Consumer Contact Information **Robert B. Segal**

Phone **(845) 406-3416**

Post-Transfer of Control:

Name of Registrant(s) **V-Global Communications, LLC**

DBA(s) of Registrant(s) _____

Address of Registrant(s) **One Stamford Plaza, 263 Tresser Boulevard, 9th Floor, Stamford, Connecticut 06901**

Company Web Address **www.V-Global.net**

Regulatory Contact Person(s) **Jonathan S. Marashlian**

Phone **(703) 714-1313**

Fax **(703) 714-1330**

Regulatory Contact Person's Email Address **jsm@thlglaw.com**

Contact Person for Annual Report **Jessica Bukowski**

Phone **(703) 714-1300**

Consumer Contact Information **Robert B. Segal**

Phone **(845) 406-3416**

Date November 20, 2006

TRF Docket No. _____ - CT-TRF or _____ - TP-TRF

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☒ CTS (IXC) ☐ ILEC ☐ CLEC ☐ CMRS ☐ AOS

☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. ***It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.***

I. Please indicate the reason for submitting this form (check one)

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
 - ☐ a. CLEC (90-day approval, 10 copies)
 - ☐ b. CTS (14-day approval, 10 copies)
 - ☐ c. ILEC (**NOT** automatic, 10 copies)
- ☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page.
 - ☐ a. Switched Local
 - ☐ b. Non-switched local
 - ☐ c. CTS
 - ☐ d. Local and CTS
 - ☐ e. Other (explain) _____
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
 - ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
 - ☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
 - ☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
 - ☐ iii. New End User Service (**NOT** preceded by a 30-day filing submittal, 30-day approval, 10 copies)
 - ☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
 - ☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
 - ☐ vi. Grandfather service (30-day approval, 10 copies)
 - ☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)

- ☐ viii. *Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*
- ☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
- ☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- X 10(ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11(ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12(ATW) Application to Withdraw a Tier 1 Service
 - ☐ a. CLEC (60-day approval, 10 copies)
 - ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13(CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14(NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15(RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16(SLF) Self-complaint Application
 - ☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
 - ☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17(UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 18(ZTA) Tariff Notification Involving only Tier 2 Services

NOTE: Notifications do not require or imply Commission Approval.

 - ☐ a. New End User Service (0-day notice, 10 copies)
 - ☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
 - ☐ c. Withdrawal of service (0-day notice, 10 copies)
- ☐ 19 Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service
 - ☐ a. Tier 1
 - ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services – indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
 - ☐ Paper Tariff
 - ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
- CTR Docket No. _____ - _____ - TP – CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: <ol style="list-style-type: none"> 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <ul style="list-style-type: none"> <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.

<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
X	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established. See Exhibit C.
X	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners. See Exhibit D.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
X	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit E.
X	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit F.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
N/A	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

N/A	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: N/A – AmeriVon LLC has no customers in Ohio. <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
N/A	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
N/A	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
N/A	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
N/A	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. If Mirroring Large ILEC exchanges for both serving area and local calling areas: • Serving area must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • Local calling areas must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- ☒ 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- ☒ [x] Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☒ [x] Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☒ [x] Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☒ [x] Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Primary Contact:

Robert B. Segal, President/CEO
V-Global Communications, LLC
One Stamford Plaza
263 Tresser Boulevard, 9th Floor
Stamford, Connecticut 06901
Phone: (845) 406-3416
Fax: (845) 362-1801
Email: RBSegal@V-Global.net

Secondary Contact:

Jonathan S. Marashlian, Esq
Christopher A. Canter, Esq.
HELEIN & MARASHLIAN, LLC
The CommLaw Group
8180 Greensboro Drive, Suite 775
McLean, Virginia 22102
Phone: (703) 714-1308
Fax: (703) 714-1330
Email: CAC@commmlawgroup.com

V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Primary:

Robert B. Segal, President/CEO
V-Global Communications, LLC
One Stamford Plaza
263 Tresser Boulevard, 9th Floor
Stamford, Connecticut 06901
Phone: (845) 406-3416
Fax: (845) 362-1801
Email: RBSegal@V-Global.net

Secondary:

Jonathan S. Marashlian, Esq
Christopher A. Canter, Esq.
HELEIN & MARASHLIAN, LLC
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8180 Greensboro Drive, Suite 775
McLean, Virginia 22102
Phone: (703) 714-1308
Fax: (703) 714-1330
Email: CAC@commmlawgroup.com

***NOTE:** An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.*

VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer of the applicant corporation, V. Global Communications, and am authorized to make this statement on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/20/06 at Helens 1/2 Marsh Lane, LLC
(Date) (Location)
8180 Grossbard Drive Suite 775 McClellan, VA 22102

[Signature], Esq. 11/20/06
*(Signature and Title) (Date)

**** This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

VERIFICATION

I, Chris Conter, verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

[Signature] 11/20/06
*(Signature and Title) (Date)

****Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division (or to the Telecommunications Division Chief if a prefiling submittal)
180 East Broad Street, Columbus, OH 43215-3793

LIST OF EXHIBITS

EXHIBIT A	Description of Transaction
EXHIBIT B	Illustrative Chart
EXHIBIT C	Certificate of Good Standing and Evidence of Name Change from Ohio Secretary of State
EXHIBIT D	List of Officers and Directors of V-Global
EXHIBIT E	Superceded Tariff Pages
EXHIBIT F	Revised Tariff Pages

EXHIBIT A

Description of the Transaction

AmeriVon LLC ("AmeriVon"), its majority shareholder AmeriVon Holdings, LLC ("AVH") and its minority shareholder, Robert B. Segal, and V-Global Communications, Inc. ("V-Global" and, together with AmeriVon, AVH and Segal, "the Parties" or "Petitioners"), through their undersigned counsel, hereby respectfully request that the Public Utilities Commission of Ohio ("Commission") grant authority, to the extent necessary, to permit Petitioners to consummate a transaction through which Robert B. Segal and his wholly-owned company, V-Global, will acquire 100% control of AmeriVon and, immediately following this non-pro forma transfer of control, change AmeriVon's name to V-Global Communications, LLC ("the Transaction"). The Petitioners respectfully request the Commission grant authority to permit the Parties to close their Transaction and, upon closing, give recognition to the name change by updating Commission records to reflect AmeriVon's post-Transaction name, V-Global Communications, LLC.

The proposed Transaction will be entirely transparent and will not cause any disruption to the public or customers because, although licensed as a long distance telecommunications provider, AmeriVon does not currently provide service to any presubscribed customers in the state. Accordingly, the Petitioners respectfully request that the Commission approve this Petition and update Commission records expeditiously in order to allow Petitioners to consummate the proposed Transaction as soon as possible.

In support of this Application for Authority to Transfer Control and Notice of Name Change, the Parties state as follows:

I. DESCRIPTION OF THE PARTIES

A. AmeriVon LLC

AmeriVon is a privately held limited liability corporation organized under the laws of the state of Nevada. At present, a majority of AmeriVon stock, 80%, is owned by AmeriVon Holdings, LLC (hereafter "AVH") and the minority share, 20%, is held by AmeriVon's President, Robert B. Segal. AmeriVon's principle place of business is located at 800 Southwood Boulevard, Suite 212 Incline Village, Nevada 89451.

AmeriVon is a switchless resale common carrier which intends to provide intrastate, interstate and international long distance message toll telecommunications services to residential customers on a retail basis. These long distance services will be provided through local exchange and/or other connecting carriers. AmeriVon will purchase excess capacity from its underlying carriers and resell this capacity to its customers on a retail basis. The company is licensed or otherwise authorized to provide long distance service throughout the continental United States; at present, however, it is not providing any regulated telecommunications services to any pre-subscribed customers in this state or any other.

B. V-Global Communications, LLC

V-Global Communications, Inc. (hereafter "V-Global") is a privately held corporation organized under the laws of Delaware. Its principle place of business is located at One Stamford Plaza, 263 Tresser Boulevard, 9th Floor, Stamford, Connecticut 06901. Robert B. Segal is the President and sole owner of V-Global.

V-Global was formed for the specific purpose of becoming the holding company parent of AmeriVon LLC following Mr. Segal's purchase of all of AmeriVon's stock from its current majority shareholder, AVH. Once the transfer of majority ownership of AmeriVon to Mr. Segal and his company, V-Global, is complete, AmeriVon will change its name to V-Global Communications, LLC and become the wholly-owned subsidiary of V-Global. Upon transfer of ownership and name change approval, V-Global Communications, LLC will begin marketing and providing telecommunications services to the public.

II. CONTACT INFORMATION

Questions or inquiries concerning this filing may be directed to counsel for the Parties:

Jonathan S. Marashlian, Esq.
Christopher A. Canter, Esq.
HELEIN & MARASHLIAN, LLC
The *CommLaw* Group
8180 Greensboro Drive, Suite 775
McLean, Virginia 22102
Phone: (703) 714-1308
Fax: (703) 714-1330
Email: CAC@commllawgroup.com

With a copy to:

Robert B. Segal, President/CEO
V-Global Communications, LLC
One Stamford Plaza
263 Tresser Boulevard, 9th Floor
Stamford, Connecticut 06901
Phone: (845) 406-3416
Fax: (845) 362-1801
Email: RBSegal@V-Global.net
Web Page: www.V-Global.net

III. DESCRIPTION OF THE TRANSACTION

The Parties propose to complete a transaction ("Transaction") whereby Robert B. Segal, the President and sole owner of V-Global and current President and minority (20%) shareholder of

AmeriVon, will acquire all of AmeriVon's outstanding shares, currently held by AVH, the majority (80%) shareholder in AmeriVon. Upon completion of this non-pro forma transfer of control, Robert B. Segal will engage in a pro forma paper transfer of his 100% ownership in AmeriVon to V-Global, which is also 100% owned by Mr. Segal. Mr. Segal will simultaneously change the name of AmeriVon to "V-Global Communications, LLC." All of these actions will be taken prior to selling any telecommunications services to the public. Closing of the Transaction is contingent upon the Parties obtaining all required Government approvals and satisfaction of the standard contract conditions.

An organizational chart illustrating the pre- and post-Transaction corporate structures of the Parties is attached at Exhibit B. Evidence of AmeriVon's name change to V-Global Communications, LLC is attached at Exhibit C.

Since AmeriVon is not currently serving any presubscribed customers, the proposed change of ownership and name change of the licensed entity, AmeriVon will not adversely affect either the public or consumers. Indeed, the Transaction is entirely without adverse consequences and instead will result in AmeriVon's telecommunications licenses and assets being transferred to management with demonstrated financial resources, managerial abilities, business plan and, most importantly, desire and willingness to bring AmeriVon's telecommunications services to the market under the new name, V-Global Communications, LLC.

IV. QUALIFICATIONS OF THE TRANSFEREE

AmeriVon has been licensed to resell telecommunications services on a retail basis for several months, but it has yet to roll out services. The Commission granted AmeriVon its CPCN in Case No.05-1341-TP-ACE, Certificate No. 90-6341 on December 13, 2005.

When AmeriVon obtained its license to provide telecommunications in the state, it was managed by Robert B. Segal, the company President and current minority shareholder. At the time, which was not long ago, AmeriVon amply demonstrated Mr. Segal's managerial, technical and financial qualifications to hold the requested telecommunications license. Wherefore, Mr. Segal's managerial, technical and financial qualifications to acquire 100% ownership and operational control of AmeriVon is a matter of record before this Commission in Case No.05-1341-TP-ACE.

V. PUBLIC INTEREST CONSIDERATIONS

The Parties respectfully submit that the proposed Transaction serves the public interest. In particular, the Parties submit that: (1) as previously demonstrated in Case No.05-1341-TP-ACE, Robert B. Segal and, therefore his wholly-owned company V-Global, hold the financial, managerial and technical qualifications to acquire 100% control of AmeriVon; (2) the Transaction will benefit competition in the telecommunications market by enabling V-Global to finally provide service to the public and develop as an effective competitor in the state; and (3) the Transaction will not result in any disruption of service because AmeriVon has neither marketed nor provided any telecommunications in the state and has no presubscribed customers which might otherwise be affected by either the change in control or name change. Since

AmeriVon has no customers and has not marketed, the change in control and name change will have no adverse consequences.

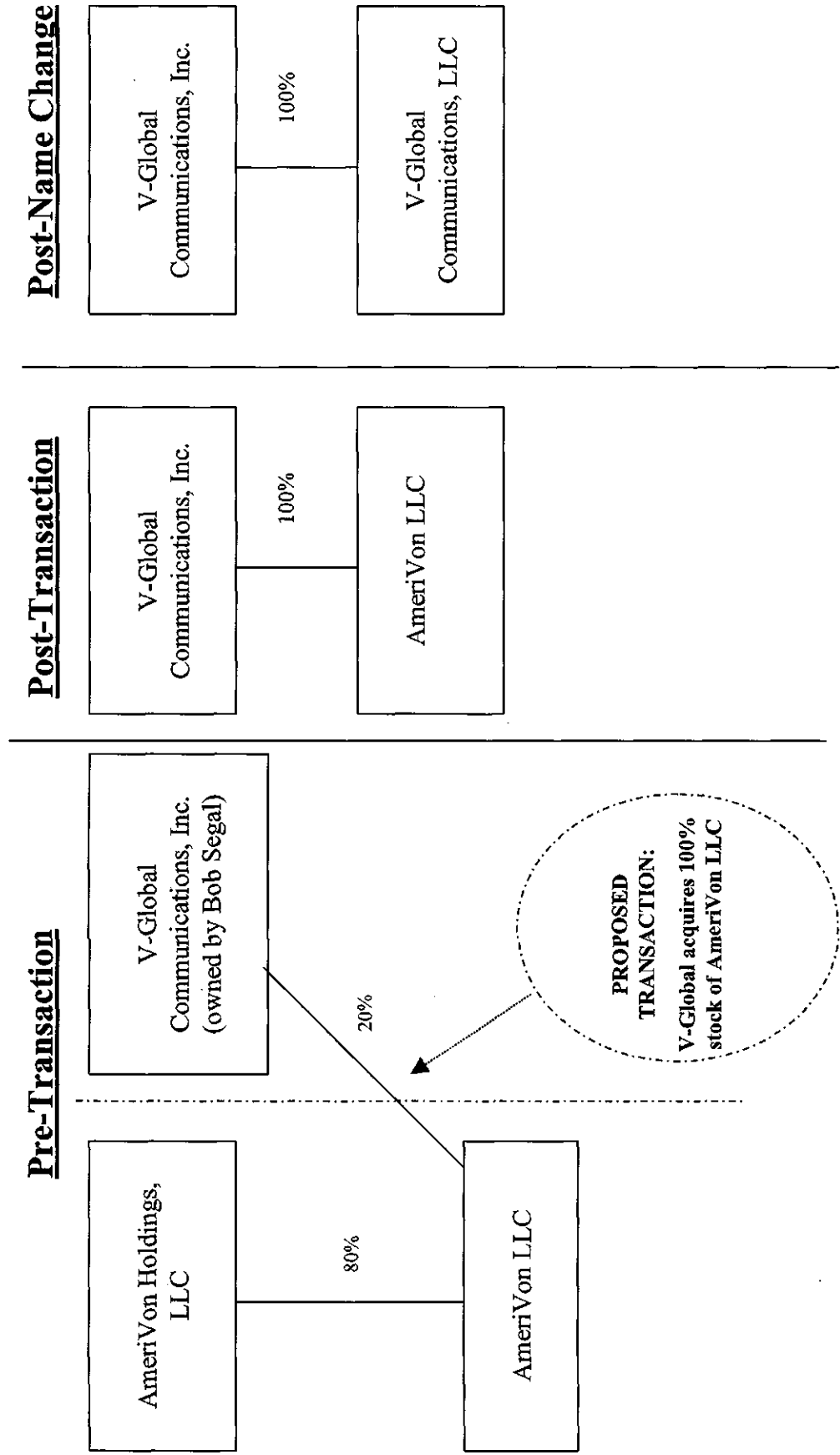
Furthermore, the Transaction involves no change in the rates, terms and conditions set forth in AmeriVon's tariffs, so when V-Global does assume control and provide services to the public, these services will be subject to the rates, terms and conditions already filed with and approved by the Commission. The only change affecting tariffs will be the name change.

Lastly, the transfer of majority control of AmeriVon from AVH to Robert B. Segal and his wholly-owned subsidiary, V-Global, will not result in any anticompetitive effects, since neither AmeriVon nor V-Global are currently providing service to presubscribed customers.

EXHIBIT B

Illustrative Pre and Post Re-organization Chart

AmeriVon LLC – V-Global Communications, Inc. Transfer of Control Illustrative Pre & Post Transaction Organizational Chart



Upon acquiring control of AmeriVon LLC, V-Global Communications, Inc. will continue to provide the same services offered by AmeriVon LLC under the “V-Global Communications, LLC” name and according to the same rates, terms and conditions of service. The proposed transaction is entirely transparent and does not affect any presubscribed customers.

EXHIBIT C

Evidence of Good Standing and Proof of Name Change



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/25/2006	200629800624	AMEND/ARTICLES- ORGANIZATION/DOM. LLC (LAM)	50.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

THE HELEIN LAW GROUP
8180 GREENSBORO DRIVE
SUITE 775
MCLEAN, VA 22102

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1573907

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

V-GLOBAL COMMUNICATIONS, LLC

and, that said business records show the filing and recording of:

Document(s)

AMEND/ARTICLES-ORGANIZATION/DOM. LLC

Document No(s):

200629800624



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 24th day of October, A.D.
2006.

J. Kenneth Blackwell
Ohio Secretary of State

EXHIBIT D

Officers and Directors

Following the Transaction described herein, the sole officer and director of V-Global Communications, Inc. is:

Robert B. Segal
President, CEO and Director

Following the Transaction described herein, the sole Member/Manager of V-Global Communications, LLC is:

Robert B. Segal

EXHIBIT E

Superceded Tariff Pages

AmeriVon LLC

OHIO TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **AmeriVon LLC**, with principal offices at 800 Southwood Boulevard, Suite 212, Incline Village, Nevada 89451.

This tariff applies for services furnished within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected during normal business hours at the Company's principal place of business.

Issued:

Robert B. Segal, President/CEO
AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

Effective: December 13, 2005

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE NO.	REVISION	PAGE NO.	REVISION
1	Original*		
2	Original*		
3	Original*		
4	Original*		
5	Original*		
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11	Original*		
12	Original*		
13	Original*		
14	Original*		
15	Original*		

Issued:

Effective: December 13, 2005

Robert B. Segal, President/CEO
AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

TABLE OF CONTENTS

Check Sheet	2
Table of Contents	3
Symbols	4
SECTION 1 - Definitions	5
SECTION 2 - Rules and Regulations	6
SECTION 3 - Description of Service & Rates	12
SECTION 4 - Miscellaneous Services	13
SECTION 5 - Promotions	14
SECTION 6 - Contract Services.....	15

Issued:

Effective: December 13, 2005

Robert B. Segal, President/CEO
AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - Change in Rule or Regulation.
- (D) - Delete or discontinue.
- (I) - Change resulting in an increase to a customer's bill.
- (M) - Moved from or to another tariff location.
- (N) - New.
- (R) - Change resulting in a reduction to a customer's bill.
- (T) - Change in text or regulation.

Issued:

Effective: December 13, 2005

Robert B. Segal, President/CEO
AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

SECTION 1 - DEFINITIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Carrier or Company - AmeriVon LLC, unless otherwise indicated by the context.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Dedicated Access - See Special Access Origination/Termination.

PUCO - Refers to the Public Utilities Commission of Ohio.

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

Subscriber - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Issued:

Effective: December 13, 2005

Robert B. Segal, President/CEO
AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

AmeriVon LLC offers intrastate service originating at specified points within the state of Ohio under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

Issued:

Effective: December 13, 2005

Robert B. Segal, President/CEO
AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

SECTION 2 - RULES AND REGULATIONS**2.4 Liabilities of the Company**

- 2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with PUCO regulations and any other applicable law.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.
- 2.4.5** Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damages claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
- 2.4.6** Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

Issued:

Effective: December 13, 2005

Robert B. Segal, President/CEO
AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

SECTION 2 - RULES AND REGULATIONS**2.5 Taxes**

The customer is responsible for payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible, and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the PUCO. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. Any such line item charges will be reflected in the Company's tariff. The Company will not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking PUCO approval under the appropriate procedures required by the PUCO. The Company shall comply with PUCO procedures by sending notice to all customers informing them of the new line item charges.

2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.7 Deposits/Advance Payments

The Company does not at this time collect or require customer deposits or advance payments to initiate service.

Issued:

Effective: December 13, 2005

Robert B. Segal, President/CEO
AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

SECTION 2 - RULES AND REGULATIONS

2.8 Denial or Disconnection of Toll Service

- 2.8.1 The Company may disconnect a subscriber's service for nonpayment under the conditions set forth in Rule 4901:1-5-17(B).
- 2.8.2 With notice, the Company may disconnect a subscriber's service for nonpayment pursuant to and in compliance with Rules 4901:1-5-17(D) and (E).
- 2.8.3 Without notice, the Company may disconnect a subscriber's service for nonpayment pursuant to and in compliance with Rule 4901:1-5-17(G).
- 2.8.4 Company's payment schedule and disconnection procedures for nonpayment adhere to Rule 4901:1-5-17(K).
- 2.8.5 The Company's procedures for the reconnection of toll service comply with Rule 4901:1-5-17(M).

2.9 Interruption of Service by the Company

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and the Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

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Robert B. Segal, President/CEO
AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

SECTION 2 - RULES AND REGULATIONS

2.11 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies. For purposes of customers residing in Ohio, terms of payment are governed by and in compliance with MTSS: 1-5-15. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customer inquiries regarding service or billing may be made in writing or by calling the toll free number listed below:

AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451
Toll-Free: (888) 473-0162

Customers who are dissatisfied with the response to their complaint may contact the Public Utilities Commission of Ohio for resolution of the issues at the following address:

Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215-3793
(614) 466-3292
(800) 686-7826
TDD/TTY (800) 686-1570

Issued:

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Incline Village, Nevada 89451

SECTION 2 - RULES AND REGULATIONS

2.12 Other Rules

2.12.1 Regulatory Changes

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Public Utilities Commission of Ohio and the Federal Communications Commission.

2.12.2 Refunds or Credits for Service Outages or Deficiencies

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

2.13 800/888/877/866 Numbers

2.13.1 The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

2.13.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.13.3 800/888/877/866 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.

Issued:

Effective: December 13, 2005

Robert B. Segal, President/CEO
AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

SECTION 3 – DESCRIPTION OF SERVICES AND RATES**3.1 AmeriVon Basic Plan****3.1.1 Basic Interstate**

AmeriVon Basic Interstate Plan is a telecommunications service that provides Outbound 1+ interstate service from any state in the United States to any other state in the United States. All usage is billed in 60 second increments. A monthly service fee applies.

Per Minute Rate: \$0.05

Monthly Service Fee: \$2.99

3.1.2 Basic Interstate Out of Home Card

AmeriVon Basic Interstate Out of Home Card is a travel card service that provides Outbound 1+ interstate service from any state in the United States to any other state in the United States. All usage is billed in 60 second increments.

Per Minute Rate: \$0.06

Issued:

Effective: December 13, 2005

Robert B. Segal, President/CEO
AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

SECTION 4 - MISCELLANEOUS

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

4.2 Late Payment Charge

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill. The Late Payment Charge will not be applied to previous late payment charges that have been assessed but not yet paid for. Late Payment Charges will be applied without discrimination.

4.3 Return Check Charge

The Company will assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

Issued:

Effective: December 13, 2005

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AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

SECTION 6 - CONTRACT SERVICES

6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the Public Utilities Commission of Ohio.

Issued:

Effective: December 13, 2005

Robert B. Segal, President/CEO
AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

EXHIBIT F

Revised Tariff Pages

V-Global Communications, LLC
OHIO TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **V-Global Communications, LLC**, with principal offices at 263 Tresser Boulevard, 9th Floor, One Stamford Plaza, Stamford, Connecticut 06901.

This tariff applies for services furnished within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: November 21, 2006

Effective: December 21, 2006

Robert B. Segal, President/CEO
V-Global Communications, LLC
263 Tresser Boulevard, 9th Floor, One Stamford Plaza
Stamford, Connecticut 06901

CHECK SHEET

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Issued: November 21, 2006

Effective: December 21, 2006

Robert B. Segal, President/CEO
V-Global Communications, LLC
263 Tresser Boulevard, 9th Floor, One Stamford Plaza
Stamford, Connecticut 06901

TABLE OF CONTENTS

Check Sheet	2
Table of Contents	3
Symbols	4
SECTION 1 - Definitions	5
SECTION 2 - Rules and Regulations	6
SECTION 3 - Description of Service & Rates	12
SECTION 4 - Miscellaneous Services	13
SECTION 5 - Promotions	14
SECTION 6 - Contract Services.....	15

Issued: November 21, 2006

Effective: December 21, 2006

Robert B. Segal, President/CEO
V-Global Communications, LLC
263 Tresser Boulevard, 9th Floor, One Stamford Plaza
Stamford, Connecticut 06901

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- (C) - Change in Rule or Regulation.
- (D) - Delete or discontinue.
- (I) - Change resulting in an increase to a customer's bill.
- (M) - Moved from or to another tariff location.
- (N) - New.
- (R) - Change resulting in a reduction to a customer's bill.
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SECTION 1 - DEFINITIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

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Carrier or Company - V-Global Communications, LLC, unless otherwise indicated by the context.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Dedicated Access - See Special Access Origination/Termination.

PUCO - Refers to the Public Utilities Commission of Ohio.

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

Subscriber - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Issued: November 21, 2006

Effective: December 21, 2006

Robert B. Segal, President/CEO
V-Global Communications, LLC
263 Tresser Boulevard, 9th Floor, One Stamford Plaza
Stamford, Connecticut 06901

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

V-Global Communications, LLC offers intrastate service originating at specified points within the state of Ohio under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

SECTION 2 - RULES AND REGULATIONS

2.4 Liabilities of the Company

- 2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with PUCO regulations and any other applicable law.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.
- 2.4.5** Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damages claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
- 2.4.6** Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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SECTION 2 - RULES AND REGULATIONS**2.5 Taxes**

The customer is responsible for payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible, and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the PUCO. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. Any such line item charges will be reflected in the Company's tariff. The Company will not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking PUCO approval under the appropriate procedures required by the PUCO. The Company shall comply with PUCO procedures by sending notice to all customers informing them of the new line item charges.

2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.7 Deposits/Advance Payments

The Company does not at this time collect or require customer deposits or advance payments to initiate service.

SECTION 2 - RULES AND REGULATIONS

2.8 Denial or Disconnection of Toll Service

- 2.8.1 The Company may disconnect a subscriber's service for nonpayment under the conditions set forth in Rule 4901:1-5-17(B).
- 2.8.2 With notice, the Company may disconnect a subscriber's service for nonpayment pursuant to and in compliance with Rules 4901:1-5-17(D) and (E).
- 2.8.3 Without notice, the Company may disconnect a subscriber's service for nonpayment pursuant to and in compliance with Rule 4901:1-5-17(G).
- 2.8.4 Company's payment schedule and disconnection procedures for nonpayment adhere to Rule 4901:1-5-17(K).
- 2.8.5 The Company's procedures for the reconnection of toll service comply with Rule 4901:1-5-17(M).

2.9 Interruption of Service by the Company

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and the Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

SECTION 2 - RULES AND REGULATIONS

2.11 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies. For purposes of customers residing in Ohio, terms of payment are governed by and in compliance with MTSS: 1-5-15. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customer inquiries regarding service or billing may be made in writing or by calling the toll free number listed below:

V-Global Communications, LLC
263 Tresser Boulevard, 9th Floor, One Stamford Plaza
Stamford, Connecticut 06901
Toll-Free: (866) 788-2933

Customers who are dissatisfied with the response to their complaint may contact the Public Utilities Commission of Ohio for resolution of the issues at the following address:

Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215-3793
(614) 466-3292
(800) 686-7826
TDD/TTY (800) 686-1570

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SECTION 2 - RULES AND REGULATIONS

2.12 Other Rules

2.12.1 Regulatory Changes

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Public Utilities Commission of Ohio and the Federal Communications Commission.

2.12.2 Refunds or Credits for Service Outages or Deficiencies

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

2.13 800/888/877/866 Numbers

2.13.1 The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

2.13.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.13.3 800/888/877/866 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.

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SECTION 3 – DESCRIPTION OF SERVICES AND RATES**3.1 V-Global Communications Basic Plan****3.1.1 Basic Interstate**

V-Global Communications Basic Interstate Plan is a telecommunications service that provides Outbound 1+ interstate service from any state in the United States to any other state in the United States. All usage is billed in 60 second increments. A monthly service fee applies.

Per Minute Rate: \$0.05

Monthly Service Fee: \$2.99

3.1.2 Basic Interstate Out of Home Card

V-Global Communications Basic Interstate Out of Home Card is a travel card service that provides Outbound 1+ interstate service from any state in the United States to any other state in the United States. All usage is billed in 60 second increments.

Per Minute Rate: \$0.06

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SECTION 4 - MISCELLANEOUS

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

4.2 Late Payment Charge

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill. The Late Payment Charge will not be applied to previous late payment charges that have been assessed but not yet paid for. Late Payment Charges will be applied without discrimination.

4.3 Return Check Charge

The Company will assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

SECTION 6 - CONTRACT SERVICES

6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the Public Utilities Commission of Ohio.