

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 10-11-2017)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of Lingo Telecom of the Great Lakes, LLC and ) TRF Docket No. 90 -  
Matrix Telecom, LLC ) Case No. 19 - 2154 - **TP - CIO**  
to Notify the Commission of Changes in Control ) **NOTE: Unless you have reserved a Case #, leave the**  
 ) **"Case No" fields BLANK.**

Name of Registrant(s) Lingo Telecom of the Great Lakes, LLC and Matrix Telecom, LLC  
DBA(s) of Registrant(s) \_\_\_\_\_  
Address of Registrant(s) 5607 Glenridge Drive, NE Suite 300 Atlanta, GA 30342  
Company Web Address www.lingo.com  
Regulatory Contact Person(s) Alex Valencia Phone 972-910-1720 Fax \_\_\_\_\_  
Regulatory Contact Person's Email Address Alex.Valencia@lingo.com  
Contact Person for Annual Report Alex Valencia Phone 972-910-1720  
Address (if different from above) Same as above  
Consumer Contact Information Alex Valencia Phone 972-910-1720  
Address (if different from above) Same as above

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

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

**Notes:**

Section I and II are Pursuant to Ohio Administrative Code [4901:1-6](#).

Section III – Carrier to Carrier is Pursuant to Ohio Adm.Code [4901:1-7](#), and Wireless is Pursuant to Ohio Adm.Code [4901:1-6-24](#).

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Adm.Code Chapter 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the PUCO.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits:**

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s).
B	The tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

## Section I – Part I - Common Filings

<b>Carrier Type</b> <input type="checkbox"/> <b>Other</b> (explain below)	<b>For Profit ILEC</b>	<b>Not For Profit ILEC</b>	<b>CLEC</b>
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)
Revisions to BLES Cap	<input type="checkbox"/> ZTA <a href="#">1-6-14(F)</a> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <a href="#">1-6-14(F)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(F)(4)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(G)</a> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <a href="#">1-6-14(C)(1)(c)</a> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <a href="#">1-6-08(G)</a> (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA <a href="#">1-6-25(B)</a> (0 day Notice)
<b>Other*</b> (explain)			

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

<b>Type of Notice</b>	<b>Direct Mail</b>	<b>Bill Insert</b>	<b>Bill Notation</b>	<b>Electronic Mail</b>
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Date Notice Sent:</b> Not applicable; customer notice not required				

## Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

<b>IOS</b>	<b>Introduce New</b>	<b>Tariff Change</b>	<b>Price Change</b>	<b>Withdraw</b>
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30- day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> *(Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> *(Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 day)	<input type="checkbox"/> UNC <a href="#">1-6-09</a> *(Non-Auto)

\*Supplemental Certification forms can be found on the PUCO webpage.

## Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input checked="" type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)

\*Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the PUCO's webpage](#) for a complete list of exhibits.

## Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)
Introduce or change c-t-c service tariffs	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04</a> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way. (13-579-AU-ORD 11/30/16 Entry)	<input type="checkbox"/> ATA <a href="#">1-3-04</a> (Auto 60 days)	
Wireless Providers See <a href="#">4901:1-6-24</a>	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)

## Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

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### **AFFIDAVIT** *Compliance with Commission Rules*

I am an officer/agent of the applicant corporation, \_\_\_\_\_, and am authorized to make this statement on its behalf.

NOT APPLICABLE

(Name)

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Please check ALL that apply:

☐ I attest that these tariffs comply with all applicable rules for the State of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Ohio Adm.Code 4901:1-6-7.

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

Executed on

(Date)

at (Location)

\*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.*

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### **VERIFICATION**

I, \_\_\_\_\_, verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission 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 and

Title

Date See attached

*\*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.*

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**File document electronically as directed in case number 06-900-AU-WVR**

*or*

***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  
180 East Broad Street, Columbus, OH 43215-3793**

## VERIFICATION

I, Brian McClintock, state that I am the Chief Financial Officer of Lingo Communications, LLC and of Lingo Management, LLC and its subsidiaries (collectively, the “Company”); that I am authorized to make this Verification on behalf of the Company; that I have read the foregoing document; and that any statements in the foregoing document with respect to the Company, except as otherwise specifically attributed, are true and correct to the best of my knowledge, information, and belief.

A handwritten signature in black ink, appearing to read "Brian McClintock", written over a horizontal line.

Brian McClintock  
Chief Financial Officer  
Lingo Communications, LLC

Dated: December 16, 2019

## VERIFICATION

I, Matthew Lambert, state that I am the Vice President and Secretary of Garrison LM LLC (the "Company"); that I am authorized to make this Verification on behalf of the Company; that I am familiar with the contents of the foregoing document; and that the contents with respect to the Company are true and correct to the best of my knowledge, information, and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 12 day of December, 2019.



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Matthew Lambert  
Vice President and Secretary  
Garrison LM LLC

## **LIST OF EXHIBITS**

Exhibit A	Description of Transaction
Exhibit B	Management of Transferee and Licensees
Exhibit C	Current and Post-Transaction Control Structure of Licensees
Exhibit D	Superseded Tariff Sheets
Exhibit E	Revised Tariff Sheets
Exhibit F	Customer Notice
Exhibit G	Certificates of Good Standing for Licensees
Exhibit H	FCC Application

## **EXHIBIT A**

### **Description of Transaction**

Lingo Communications, LLC (“Transferor” or “Lingo”), Lingo Telecom of the Great Lakes, LLC (“Lingo Great Lakes”), Matrix Telecom, LLC (“Matrix”) (Lingo Great Lakes and Matrix, the “Licensees”), and Garrison LM LLC (“Transferee”) (collectively, the “Parties”) file this verified Notice of Change in Operations to notify the Public Utilities Commission of Ohio (“Commission”) of proposed changes in control of Licensees. Legislative modifications to Ohio Revised Code § 4905.402 have eliminated the requirement that the Commission approve a transaction that also is being reviewed by the Federal Communications Commission (“FCC”). A copy of the FCC Application is set forth in **Exhibit H**.

#### **I. DESCRIPTION OF THE PARTIES**

##### **A. Lingo Communications, LLC (Transferor)**

Lingo is a Georgia limited liability company, with a principal office at 5607 Glenridge Drive, NE, Suite 300, Atlanta, GA 30342. Lingo is a wholly owned, direct subsidiary of GG Telecom Investors, LLC (“GG Telecom”), a Georgia limited liability company. GG Telecom is owned by Holcombe T. Green, Jr. (67.5%) and R. Kirby Godsey (32.5%). Lingo is a holding company and does not provide telecommunications services or hold any Commission authorizations.

Lingo holds the Licensees through its direct, wholly owned subsidiary, Lingo Management, LLC (“Lingo Management”). Lingo Management is a Georgia limited liability company, with a principal office at 5607 Glenridge Drive, NE, Suite 300, Atlanta, GA 30342. Lingo Management is a holding company and does not provide any telecommunications services or hold any Commission authorizations.



**B. Lingo Telecom of the Great Lakes, LLC (Licensee)  
Matrix Telecom, LLC (Licensee)**

Lingo Great Lakes, a Delaware limited liability company, is an indirect wholly owned subsidiary of Lingo and a direct subsidiary of Lingo Management. In Ohio, Lingo Great Lakes is authorized to provide competitive local exchange and toll services pursuant to Revised Certificate of Public Convenience and Necessity (“Certificate”) No. 90-9134-TP-TRF granted in Case No. 18-0619-TP-ACN. Lingo Great Lakes also holds authority from the FCC to provide domestic interstate and international telecommunications services,<sup>1</sup> and is authorized to provide intrastate telecommunications services in Illinois, Indiana, Michigan, and Wisconsin.

Matrix, a Texas limited liability company, is a direct subsidiary of Impact Telecom LLC and an indirect wholly owned subsidiary of Lingo and Lingo Management. In Ohio, Matrix is authorized to provide toll and local exchange telecommunications services pursuant to Revised Certificate No. 90-9309 issued in Case No. 16-0948-TP-ACN. Matrix also holds authority from the FCC to provide domestic interstate and international telecommunications services,<sup>2</sup> and is authorized to provide intrastate telecommunications services in the District of Columbia and all other states except Virginia, where its subsidiary is authorized to provide intrastate telecommunications services.

**C. Garrison LM LLC (Transferee)**

Transferee is a Delaware limited liability company with a principal office at 1290 Avenue of the Americas, Suite 914, New York, New York 10104. Transferee is a holding

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<sup>1</sup> Lingo Great Lakes provides international telecommunications services pursuant to the authorization granted by the FCC to Lingo Management under IB File No. ITC-214-20160630-00180, and provides interstate telecommunications services pursuant to blanket domestic Section 214 authority. 47 C.F.R. § 63.01.

<sup>2</sup> Matrix provides international telecommunications services pursuant to IB File Nos. ITC-214-19900713-00004 (Old File No. ITC-90-152), ITC-214-19930330-00053 (Old File No. ITC-93-145), ITC-214-19940830-00266 (Old File No. 94-478), ITC-214-19970415-00212 (Old File No. ITC-97-227), ITC-214-19980507-00300 (Old File No. ITC-98-349), and ITC-214-19980915-00644. Matrix provides interstate telecommunications services pursuant to blanket domestic Section 214 authority. 47 C.F.R. § 63.01.

company owned by funds managed by the Garrison Investment Group, a leading middle market credit and asset based investor. Transferee provides no telecommunications services and does not own any other telecommunications companies. Transferee is an affiliate of Garrison TNCI, LLC, which previously owned Matrix before its sale to Lingo in 2018. *See* Case No. 18-1183-TP-ACO. As such, Transferee has demonstrated experience and qualifications to own telecommunications providers.

## **II. DESCRIPTION OF TRANSACTION**

Pursuant to the terms of the Amended and Restated Operating Agreement of Lingo Management, LLC dated as of December 9, 2019 (“A&R Operating Agreement”), Transferee acquired a non-voting interest in Lingo Management, with the voting interest (and control) remaining with the current holder, Lingo, which also retains the ability to appoint the sole member of the operating board.<sup>3</sup> The A&R Operating Agreement sets forth certain changes in the operating board and ownership interests of Lingo Management that will result in (1) Lingo relinquishing control of the operating board, and (2) Transferee obtaining control of Lingo Management through the ability to appoint all members of the operating board and/or holding the sole voting interest in Lingo Management.

The changes in control will be accomplished in multiple steps. Lingo currently retains the ability to appoint the sole member of the operating board of Lingo Management. The A&R Operating Agreement gives Transferee the right to increase the size of the operating board of Lingo Management from one member selected by Lingo to five members with (x) Transferee designating two members, one of whom shall serve as an independent manager, (y) Lingo

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<sup>3</sup> Prior to the execution of the A&R Operating Agreement, Lingo Management was a member managed limited liability company and Lingo was its sole member. Lingo Management converted to a manager managed limited liability company under the A&R Operating Agreement with voting and non-voting interests held by Lingo and Transferee, respectively.

designating two members, one of whom shall serve as an independent manager, and (z) the Chief Executive Officer of Lingo Management serving as the fifth member (this step is referred to as the “Change in Board Composition”). Upon occurrence of the Change in Board Composition, Lingo will relinquish sole control over Lingo Management with the change from a single-member board to a five-member board.

In addition, upon the occurrence of certain triggering events as set forth in the A&R Operating Agreement, the operating board of Lingo Management shall automatically reset and, upon such automatic reset, Transferee shall gain the right to designate all five members of the operating board of Lingo Management, a majority of which shall be independent managers (this step is hereinafter referred to as the “Board Reset”). Upon the occurrence of the Board Reset, Lingo will have no right to designate any member of the operating board of Lingo Management.

Upon the occurrence or non-occurrence of certain events relating to the repayment of debt and as set forth in the A&R Operating Agreement, the existing voting interest of Lingo will be cancelled, and Transferee’s non-voting interest will be converted automatically into the sole voting interest of Lingo Management (hereinafter referred to as the “Change in Voting Interest”). Upon the Change in Voting Interest, Transferee will hold all voting interests in Lingo Management.

Prior to the Change in Board Composition or the Board Reset, Lingo will continue to control Lingo Management through its ability to appoint the single member of the operating board of Lingo Management. After the completion of the Change in Board Composition or the Board Reset, the control of Lingo Management would be dictated by the composition of the operating board as described herein in accordance with the A&R Operating Agreement.

Accordingly, the parties notify the Commission of the potential Change in Board

Composition, the Board Reset, and the Change in Voting Interest to the extent any or all of those changes are triggered pursuant to the A&R Operating Agreement. For the Commission's reference, **Exhibit C** depicts the current control structure of Lingo Management and the control structure of Lingo Management in the event the Change in Board Composition, Board Reset and/or Change in Voting Interest occur.

No assignment of licenses, certificates of public convenience, assets, or customers will occur as a consequence of the proposed Transaction. Immediately following the consummation of the Transaction, the Licensees will continue to provide service to their existing customers pursuant to the same rates, terms, and conditions. The Transaction will be transparent to Licensees' customers.

## **EXHIBIT B**

### **Management of Transferee and Licensees**

#### **Transferee**

Joseph Tansey	President
Brian Chase	Chief Operating Officer
Matthew Lambert	Vice President and Secretary
Matthew Kane	Vice President

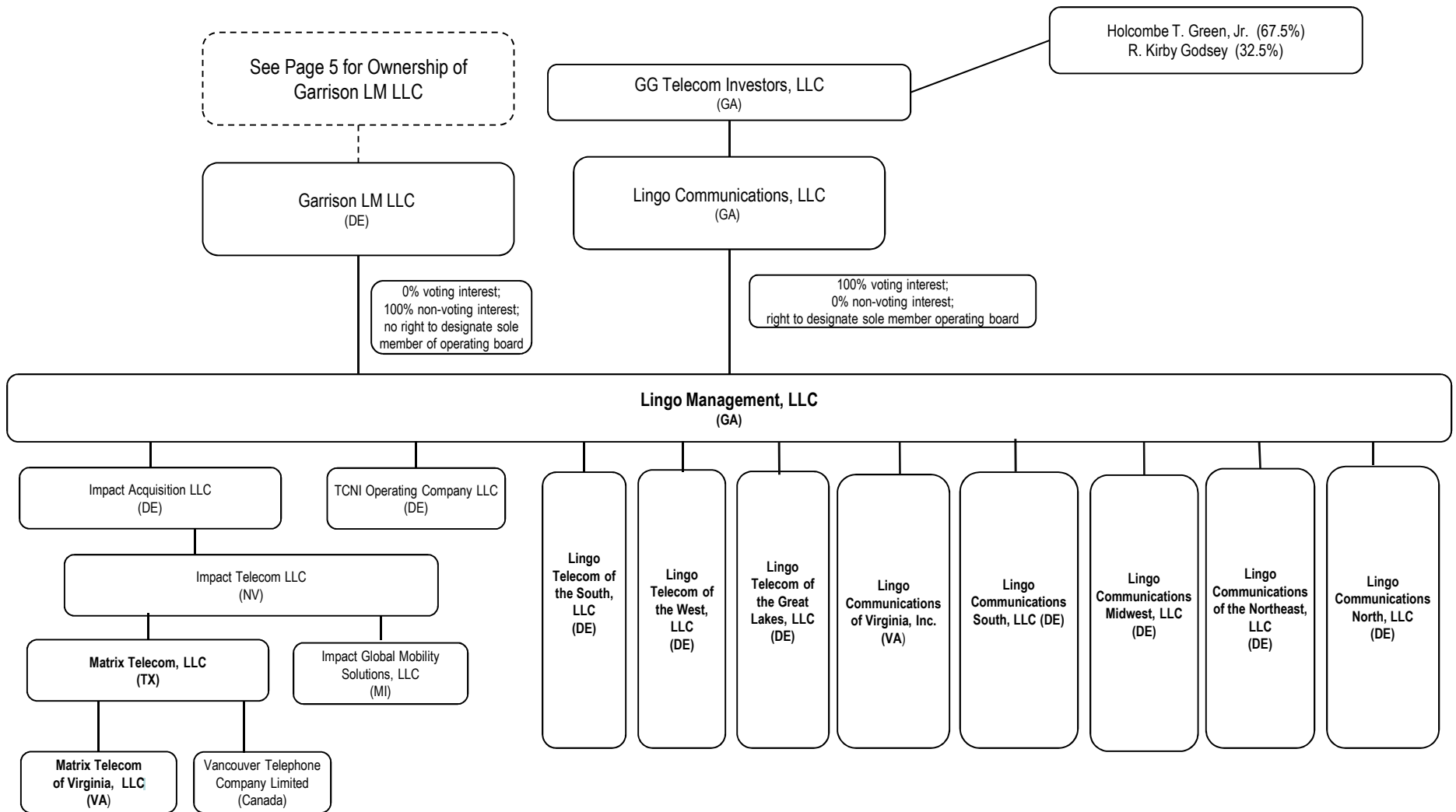
#### **Licensees**

Chuck Griffin	Chief Executive Officer
Michelle Ansley	Chief Administrative Officer
Brian McClintock	Chief Financial Officer
Jason Welch	EVP Carrier Services
Chris Ramsey	VP of Sales & Marketing
Grant Williams	VP of Operations
Tim Carmel	VP Network Ops & Engineering
Alex Valencia	VP, Government Affairs & General Counsel

## **EXHIBIT C**

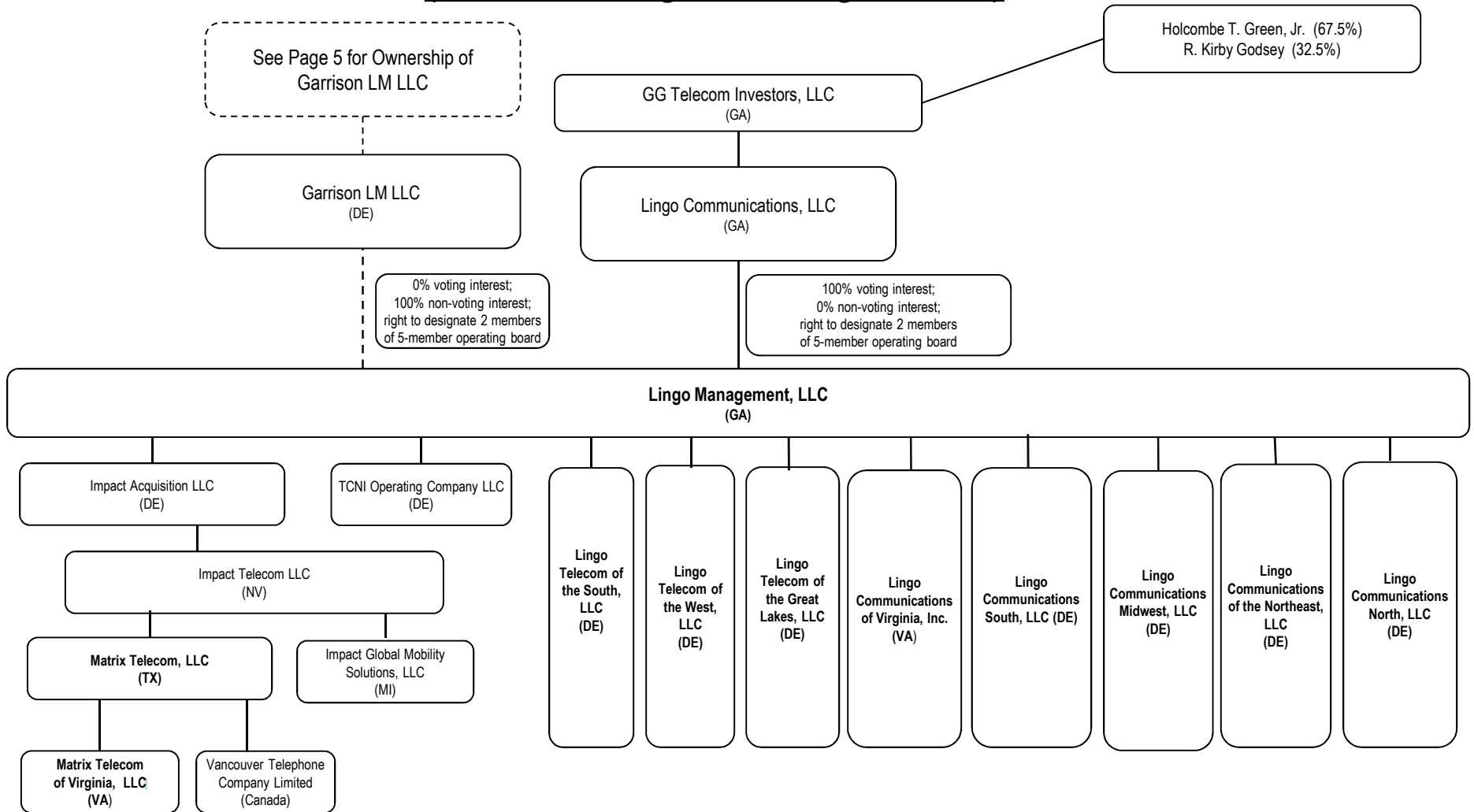
### **Current and Post-Transaction Control Structure of Licensees**

# Current Control Structure of Licensees



Unless otherwise indicated, all equity ownership and voting percentages are 100%.

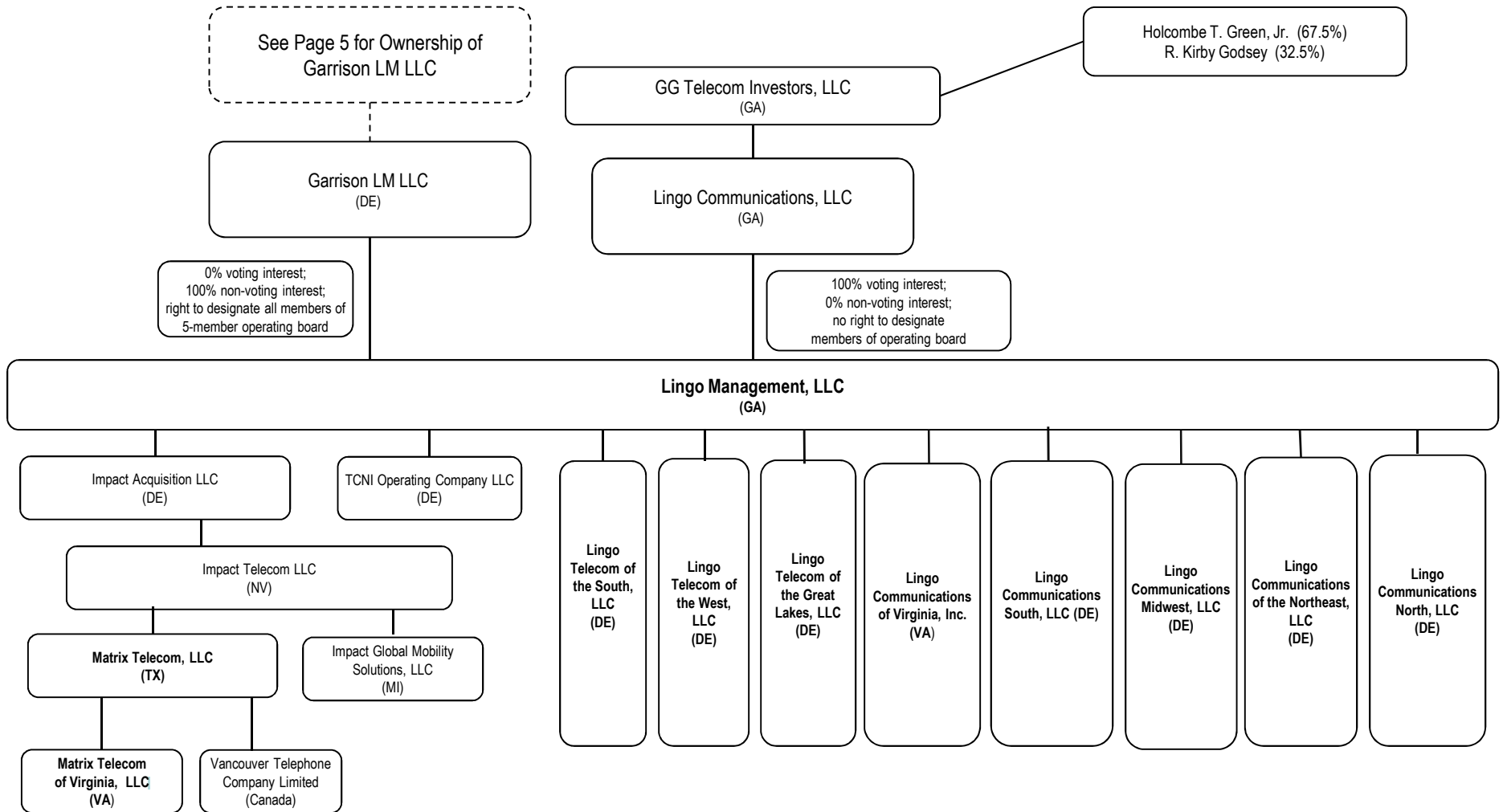
# Post-Change in Board Composition Control Structure of Licensees (without Change in Voting Interest)



Unless otherwise indicated, all equity ownership and voting percentages are 100%.

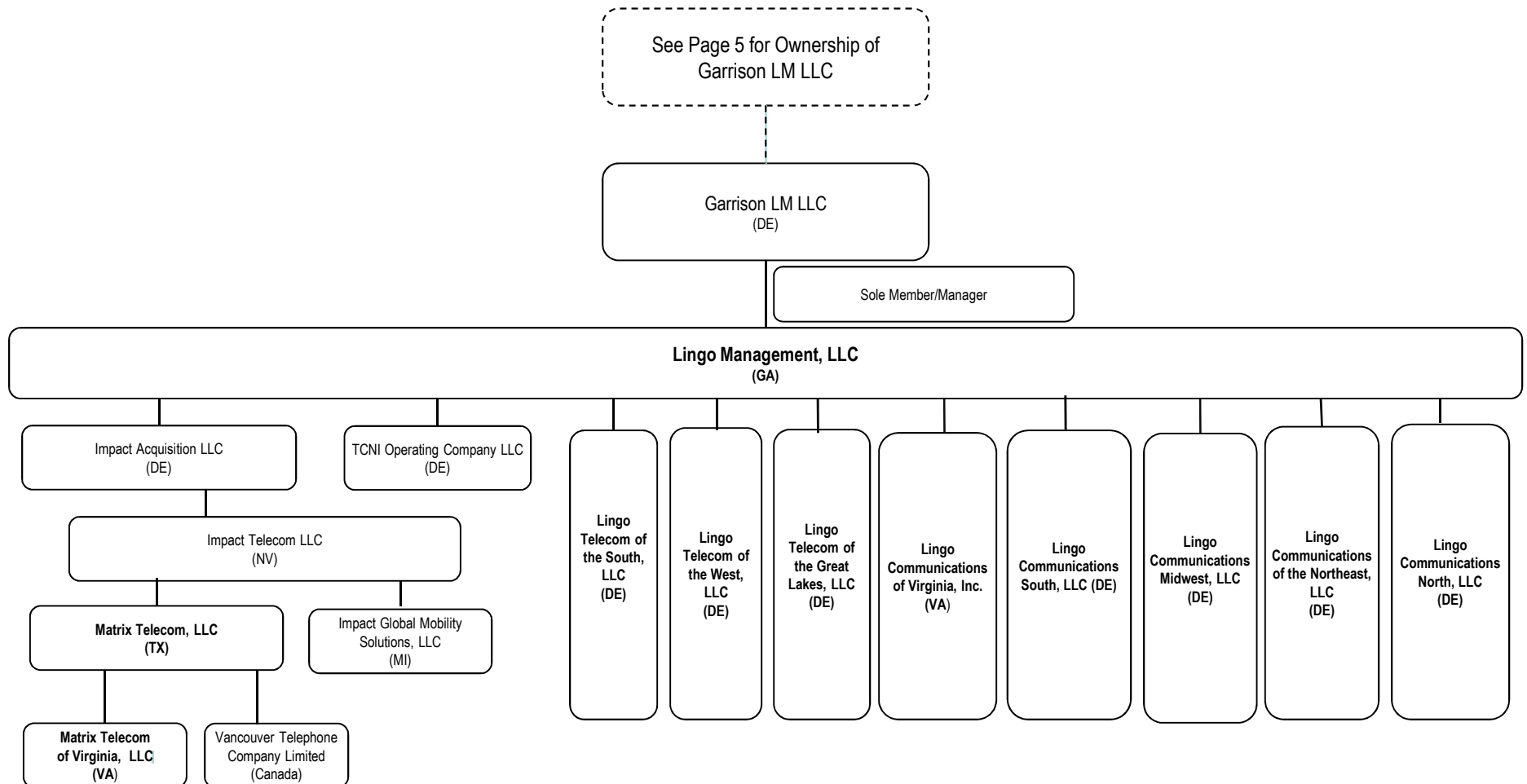


## Post-Board Reset Control Structure of Licensees (without Change in Voting Interest)



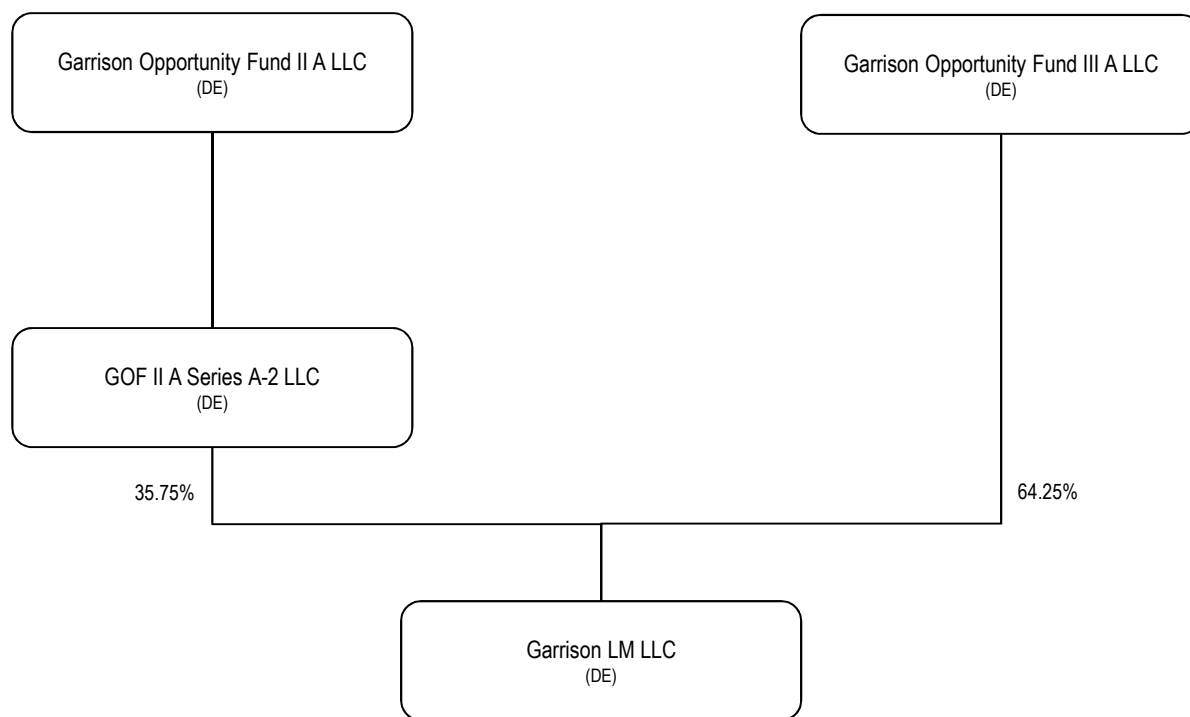
Unless otherwise indicated, all equity ownership and voting percentages are 100%.

## Post-Transaction Control Structure of Licensees with Change in Voting Interest and Changes in Board Composition



Unless otherwise indicated, all equity ownership and voting percentages are 100%.

## Ownership of Garrison LM LLC



Unless otherwise indicated, all equity ownership and voting percentages are 100%.

**EXHIBIT D**

**Superseded Tariff Sheets**

Not applicable. The Transaction does not require any changes to the Ohio tariff(s) of Licensees.

## **EXHIBIT E**

### **Revised Tariff Sheets**

Not applicable. The Transaction does not require any changes to the Ohio tariff(s) of Licensees.

## **EXHIBIT F**

### **Customer Notice**

Not applicable. The Transaction will not result in any changes to the services received by customers of Licensees including rates, terms, and conditions of service. Therefore, the Parties do not intend to provide customers notice of the Transaction.

**EXHIBIT G**

**Certificates of Good Standing for Licensees**

UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

*I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show LINGO TELECOM OF THE GREAT LAKES, LLC, a Delaware For Profit Limited Liability Company, Registration Number 1117085, filed on October 8, 1999, is currently in FULL FORCE AND EFFECT upon the records of this office.*



*Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 16th day of December, A.D. 2019.*

A handwritten signature in blue ink, appearing to read "Frank LaRose".

**Ohio Secretary of State**

**Validation Number: 201935003868**



UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show MATRIX TELECOM, LLC, a Texas For Profit Limited Liability Company, Registration Number 814250, filed on February 24, 1992, is currently in FULL FORCE AND EFFECT upon the records of this office.



Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 16th day of December, A.D.  
2019.

A handwritten signature in blue ink, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 201935003912

**EXHIBIT H**

**FCC Application**

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of the Joint Application of	)	
	)	
	)	
<b>Lingo Communications, LLC</b> , Transferor	)	WC Docket No. 19-_____
<b>Lingo Management, LLC</b> , Licensee	)	
<b>Lingo Telecom of the Great Lakes, LLC</b> , Licensee	)	
<b>Lingo Telecom of the South, LLC</b> , Licensee	)	IB File No. ITC-T/C-2019-_____
<b>Lingo Telecom of the West, LLC</b> , Licensee	)	IB File No. ITC-T/C-2019-_____
<b>Lingo Communications South, LLC</b> , Licensee	)	
<b>Lingo Communications North, LLC</b> , Licensee	)	
<b>Lingo Communications Midwest, LLC</b> , Licensee	)	
<b>Lingo Communications of the Northeast, LLC</b> , Licensee	)	
<b>Lingo Communications of Virginia, Inc.</b> , Licensee	)	
<b>Matrix Telecom, LLC</b> , Licensee	)	
<b>Matrix Telecom of Virginia, LLC</b> , Licensee	)	
	)	
and	)	
	)	
<b>Garrison LM LLC</b> , Transferee	)	
	)	
For Authority for Certain Changes in Control of	)	
Lingo Management, LLC and its Subsidiaries	)	
Pursuant to Section 214 of the Communications Act	)	
of 1934, as amended, and Sections 63.04 and 63.24	)	
of the Commission's Rules	)	
	)	

**JOINT APPLICATION**

Lingo Communications, LLC (“Transferor”), the above-named Licensees,<sup>1</sup> and Garrison LM LLC (“Transferee”) (Transferor, Licensees, and Transferee collectively, “Applicants”), pursuant to Section 214 of the Communications Act of 1934, as amended (the “Act”), 47 U.S.C. § 214, and Sections 63.04 and 63.24 of the Commission’s Rules, 47 C.F.R. §§ 63.04 & 63.24,

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<sup>1</sup> The Licensees are the following entities: Lingo Management, LLC (“Lingo Management”), Lingo Telecom of the Great Lakes, LLC (“Lingo Great Lakes”), Lingo Telecom of the South, LLC (“Lingo South”), Lingo Telecom of the West, LLC (“Lingo West”), Lingo Communications South, LLC (“Lingo CS”), Lingo Communications North, LLC (“Lingo North”), Lingo Communications Midwest, LLC (“Lingo Midwest”), Lingo Communications of the Northeast, LLC (“Lingo Northeast”), Lingo Communications of Virginia, Inc. (“Lingo Virginia”), Matrix Telecom, LLC (“Matrix”), and Matrix Telecom of Virginia, LLC (“Matrix Virginia”).

request Commission approval to transfer control of the Licensees to the Transferee upon the occurrence or non-occurrence of certain events relating to the repayment of debt (the “Transaction”).

In support of this Application, Applicants provide the following information:

**I. DESCRIPTION OF THE APPLICANTS**

**A. Lingo Communications, LLC (Transferor)**

Lingo Communications, LLC (“Lingo”) is a Georgia limited liability company, with a principal office at 5607 Glenridge Drive, NE, Suite 300, Atlanta, GA 30342. Lingo is a wholly owned, direct subsidiary of GG Telecom Investors, LLC (“GG Telecom”), a Georgia limited liability company. GG Telecom is owned by Holcombe T. Green, Jr. (67.5%) and R. Kirby Godsey (32.5%). Lingo is a holding company and does not provide telecommunications services or hold any Commission authorizations. The current ownership of Lingo is provided in **Exhibit**

**B.**

**B. Lingo Management, LLC and Its Subsidiaries (Licensees)**

Lingo Management, LLC (“Lingo Management”) is a Georgia limited liability company, with a principal office at 5607 Glenridge Drive, NE, Suite 300, Atlanta, GA 30342. Lingo holds all the voting interests but none of the non-voting interests in Lingo Management and currently controls Lingo Management. Lingo Management is a holding company and does not provide any telecommunications services. Lingo Great Lakes, Lingo South, Lingo West, Lingo CS, Lingo North, Lingo Midwest, Lingo Northeast, and Lingo Virginia (collectively, the “Lingo Licensees”) are direct, wholly owned subsidiaries of Lingo Management. Matrix and Matrix Virginia (collectively, the “Matrix Licensees”) are indirect, wholly owned subsidiaries of Lingo Management. The Lingo Licensees and the Matrix Licensees are competitive local exchange carriers that collectively offer, or are certified to offer, competitive local exchange, intrastate toll,

intrastate interexchange, interstate interexchange, or international services to residential and small business customers in 50 states and the District of Columbia.

**C. Garrison LM LLC (Transferee)**

Garrison LM LLC (“Transferee”) is a Delaware limited liability company with a principal office at 1290 Avenue of the Americas, Suite 914, New York, New York 10104. Transferee is a holding company owned by funds managed by the Garrison Investment Group, a leading middle market credit and asset based investor. While Transferee holds all the non-voting interests in Lingo Management, Transferee does not hold any voting interest in Lingo Management and does not have control over Lingo Management. Transferee provides no telecommunications services and does not own any other telecommunications companies. Transferee is an affiliate of Garrison TNCI LLC, which previously owned the Matrix Licensees before their sale to Lingo in 2018. *See* WC Docket No. 18-216 & IB File No. ITC-T/C-20180712-00144. As such, Transferee has demonstrated experience and qualifications to own telecommunications providers.

**II. REQUEST FOR STREAMLINED TREATMENT OF APPLICATION**

Under § 63.04(b) of the Commission’s Rules, Applicants are filing a combined domestic and international application. Applicants respectfully request streamlined treatment of this Application pursuant to §§ 63.03, 63.10, and 63.12 of the Commission’s Rules.

This Application is eligible for streamlined processing pursuant to § 63.03(b)(2) of the Commission’s Rules because immediately following the Transaction: (1) Transferee (and its affiliates, including Licensees) will have a market share in the interstate interexchange market of less than ten percent (10%); (2) Transferee (and its affiliates, including Licensees) will provide competitive telephone exchange services exclusively in geographic areas served by a dominant

local exchange carrier that is not a party to the Transaction; and (3) no Applicant nor any of their respective affiliates or subsidiaries are regulated as dominant with respect to any service.

This Application also qualifies for streamlined treatment under §§ 63.10 and 63.12 of the Commission's Rules because neither Applicants nor any of their respective affiliates is affiliated with a dominant foreign carrier. While the Transferee will be affiliated with a non-dominant foreign carrier operating in Canada after consummation of the Transaction, that foreign carrier operates in a WTO Member country (Canada), is not a monopoly provider of telecommunications services in Canada, holds less than 50% market share in the Canada market, and lacks market power in Canada to affect competition adversely in the U.S. market. Accordingly, this Application is entitled to streamlined processing under §§ 63.10 and 63.12 of the Commission's Rules.

### **III. DESCRIPTION OF THE TRANSACTION**

Pursuant to the terms of the Amended and Restated Operating Agreement of Lingo Management, LLC dated as of December 9, 2019 ("A&R Operating Agreement"), Transferee acquired a non-voting interest in Lingo Management, with the voting interest (and control) remaining with the current holder, Lingo, which also retains the ability to appoint the sole member of the operating board.<sup>2</sup> The A&R Operating Agreement sets forth certain changes in the operating board and ownership interests of Lingo Management that will result in (1) Lingo relinquishing control of the operating board, and (2) Transferee obtaining control of Lingo Management through the ability to appoint all members of the operating board and/or holding the

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<sup>2</sup> Prior to the execution of the A&R Operating Agreement, Lingo Management was a member managed limited liability company and Lingo was its sole member. Lingo Management converted to a manager managed limited liability company under the A&R Operating Agreement with voting and non-voting interests held by Lingo and Transferee, respectively. To the extent the Commission considers those changes a *pro forma* change in control, Applicants request that the Commission consider this Application to constitute notice of such changes under Section 63.24(d) of the Commission's Rules.

sole voting interest in Lingo Management. Applicants seek approval for these changes in control.

The proposed changes in control will be accomplished in multiple steps. Lingo currently retains the ability to appoint the sole member of the operating board of Lingo Management. The A&R Operating Agreement gives Transferee the right to increase the size of the operating board of Lingo Management from one member selected by Lingo to five members with (x) Transferee designating two members, one of whom shall serve as an independent manager, (y) Lingo designating two members, one of whom shall serve as an independent manager, and (z) the Chief Executive Officer of Lingo Management serving as the fifth member (this step is hereinafter referred to as the “Change in Board Composition”). Upon occurrence of the Change in Board Composition, Lingo will relinquish sole control over Lingo Management with the change from a single-member board to a five-member board.

In addition, upon the occurrence of certain triggering events as set forth in the A&R Operating Agreement, the operating board of Lingo Management shall automatically reset and, upon such automatic reset, Transferee shall gain the right to designate all five members of the operating board of Lingo Management, a majority of which shall be independent managers (this step is hereinafter referred to as the “Board Reset”). Upon the occurrence of the Board Reset, Lingo will have no right to designate any member of the operating board of Lingo Management.

Upon the occurrence or non-occurrence of certain events relating to the repayment of debt and as set forth in the A&R Operating Agreement, the existing voting interest of Lingo will be cancelled, and Transferee’s non-voting interest will be converted automatically into the sole voting interest of Lingo Management (hereinafter referred to as the “Change in Voting Interest”). Upon the Change in Voting Interest, Transferee will hold all voting interests in Lingo Management.

Prior to the Change in Board Composition or the Board Reset, Lingo will continue to control Lingo Management through its ability to appoint the single member of the operating board of Lingo Management. After the completion of the Change in Board Composition or the Board Reset, the control of Lingo Management would be dictated by the composition of the operating board as described herein in accordance with the A&R Operating Agreement.

Accordingly, Applicants seek Commission approval for the potential Change in Board Composition, the Board Reset, and the Change in Voting Interest to the extent any or all of those changes are triggered pursuant to the A&R Operating Agreement along with any other aspect of the described series of transactions the Commission determines requires approval. For the Commission's reference, **Exhibit A** depicts the current control structure of Lingo Management and the control structure of Lingo Management in the event the Change in Board Composition, Board Reset and/or Change in Voting Interest occur.

#### **IV. PUBLIC INTEREST STATEMENT**

Applicants submit the Transaction is in the public interest. The proposed Transaction will have no adverse impact on customers and will not alter the manner of service delivery or billing. The Transaction will not result in any immediate change of carrier for customers or any assignment of authorizations, and in no event will it result in the discontinuance, reduction, loss, or impairment of service to customers. Following consummation of the Transaction, Licensees will continue to provide high-quality communications services to their customers without interruption and without immediate change in rates, terms, or conditions.

Customers will benefit from the extensive telecommunications experience and expertise of Transferee, which previously has invested in the telecommunications market. The financial, technical, and managerial resources that Transferee will bring to Licensees are expected to enhance their ability to compete in the telecommunications marketplace.



Further, the proposed Transaction will not adversely affect competition because it will not result in a reduction of competitors and customers will continue to have access to the same competitive alternatives they have today. After consummation of the Transaction, the total share of the interstate interexchange market of Transferee and Licensees will be less than ten percent (10%), and there are many other interexchange and international carriers operating on a nationwide basis. The Transaction will not provide the Applicants with any competitive advantage as the result of concentration of fiber assets and will not harm consumers or negatively impact the market for facilities-based service.

**V. INFORMATION REQUIRED BY SECTION 63.24(e)**

Pursuant to Section 63.24(e)(2) of the Commission's Rules, the Applicants submit the following information requested in Section 63.18 (a)-(d) and (h)-(p) in support of this Application:

**(a) Name, address and telephone number of each Applicant:**

Transferor:

Lingo Communications, LLC	<b>FRN: 0027615400</b>
5607 Glenridge Drive, NE, Suite 300	
Atlanta, GA 30342	
888-445-4646	

Licensees:

Lingo Management, LLC	<b>FRN: 0025705617</b>
Lingo Telecom of the Great Lakes, LLC	<b>FRN: 0003732260</b>
Lingo Telecom of the South, LLC	<b>FRN: 0004319299</b>
Lingo Telecom of the West, LLC	<b>FRN: 0005044375</b>
Lingo Communications South, LLC	<b>FRN: 0003732260</b>
Lingo Communications North, LLC	<b>FRN: 0005027305</b>
Lingo Communications Midwest, LLC	<b>FRN: 0005027453</b>
Lingo Communications of the Northeast, LLC	<b>FRN: 0020152054</b>
Lingo Communications of Virginia, Inc.	<b>FRN: 0020212890</b>
Matrix Telecom, LLC	<b>FRN: 0004333068</b>
Matrix Telecom of Virginia, LLC	<b>FRN: 0019661495</b>
5607 Glenridge Drive, NE, Suite 300	

Atlanta, GA 30342  
888-445-4646

Transferee:

Garrison LM LLC  
1290 Avenue of the Americas, Suite 914  
New York, NY 10104  
212-372-9500

**FRN: 0029046422**

**(b) Jurisdiction of Applicants:**

Transferor: Lingo is a Georgia limited liability company

Licensees: Lingo Management is a Georgia limited liability company  
Lingo Great Lakes is a Delaware limited liability company  
Lingo South is a Delaware limited liability company  
Lingo West is a Delaware limited liability company  
Lingo CS is a Delaware limited liability company  
Lingo North is a Delaware limited liability company  
Lingo Midwest is a Delaware limited liability company  
Lingo Northeast is a Delaware limited liability company  
Lingo Virginia is a Virginia corporation  
Matrix is a Texas limited liability company  
Matrix Virginia is a Virginia limited liability company

Transferee: Garrison LM LLC is a Delaware limited liability company

**(c) (Answer to Question 10)** Correspondence concerning this Application should be

sent to:

For Transferor and Licensees to:

Chérie R. Kiser  
Angela F. Collins  
Cahill Gordon & Reindel LLP  
1990 K Street, N.W. Suite 950  
Washington, DC 20006  
Tel: 202-862-8900  
Fax: 866-255-0185  
ckiser@cahill.com  
acollins@cahill.com

With a copy to:

Alex Valencia  
Vice President  
Government Affairs & Compliance  
Lingo Communications, LLC  
400 East Las Colinas Blvd., Suite 500  
Irving, TX 75039  
Tel: 972-910-1720  
Alex.Valencia@lingo.com

For Transferee to:

Catherine Wang  
Brett Ferenchak

With a copy to:

Allison Adornato, Managing Director  
Garrison Investment Group

Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Ave., N.W.  
Washington, DC 20004-2541  
Tel: 202-739-3000  
Fax: 202-739-3001  
catherine.wang@morganlewis.com  
brett.ferenchak@morganlewis.com

1290 Avenue of the Americas  
Suite 914  
New York, NY 10104  
Tel: 212-372-9576  
Fax: 212-372-9525  
aadornato@garrisoninv.com

**(d) Section 214 Authorizations**

Transferor: Lingo does not hold international or domestic Section 214 authority.

Licensees: Lingo Management holds international Section 214 authority from the Commission under IB File No. ITC-214-20160630-00180, and the Lingo Licensees operate pursuant to that international Section 214 authority. The Lingo Licensees also are authorized to provide interstate telecommunications service by virtue of blanket domestic Section 214 authority. 47 C.F.R. § 63.01. Although Lingo Management does not provide telecommunications services, for purposes of filing a consolidated Form 499 for the Lingo Licensees, Lingo Management has registered and obtained FCC 499 Filer ID 831674.

Matrix holds international Section 214 authority to provide global or limited global facilities-based and/or resale services granted in IB File Nos. ITC-214-19900713-00004 (Old File No. ITC-90-152), ITC-214-19930330-00053 (Old File No. ITC-93-145), ITC-214-19940830-00266 (Old File No. 94-478), ITC-214-19970415-00212 (Old File No. ITC-97-227), ITC-214-19980507-00300 (Old File No. ITC-98-349), and ITC-214-19980915-00644. Matrix Virginia operates pursuant to this international Section 214 authority. Matrix and Matrix Virginia also are authorized to provide interstate telecommunications service by virtue of blanket domestic Section 214 authority. 47 C.F.R. § 63.01. For the purposes of filing a consolidated Form 499, Matrix and Matrix Virginia are consolidated under FCC 499 Filer ID 802572.

Transferee: Garrison LM LLC does not hold international or domestic Section 214 authority.

**(h) (Answer to Questions 11 & 12)** Licensees will continue to be wholly owned by Lingo Management upon completion of each of the Change in Board Composition, the Board Reset, and the Change in Voting Interest (see Exhibit A for additional details). The following entities will hold a 10% or greater indirect interest in Licensees, through Lingo Management, upon completion of each of the Change in Board Composition, the Board Reset, and the Change in Voting Interest:

(a) Interest in Lingo Management upon completion of the Change in Board Composition:

Name: Lingo Communications, LLC  
Address: 5607 Glenridge Drive, NE, Suite 300  
Atlanta, GA 30342  
Citizenship: U.S. (Georgia)  
Principal Business: Holding Company  
% Interest: 100% voting interest with the right to appoint two of five members of the board, one of which will be independent; 0% non-voting interest

Name: Garrison LM LLC  
Address: c/o Garrison Investment Group  
1290 Avenue of the Americas, Suite 914  
New York, NY 10104  
Citizenship: U.S. (Delaware)  
Principal Business: Holding Company  
% Interest: 0% voting interest; 100% non-voting interest with the right to appoint two of five members of the board, one of which will be independent

After the Change in Board Composition, no person or entity will have the ability to appoint a majority of the operating board and therefore there no person or entity will have *de facto* control of Lingo Management.

(b) Interest in Lingo Management upon completion of the Board Reset:

Name: Lingo Communications, LLC  
Address: 5607 Glenridge Drive, NE, Suite 300  
Atlanta, GA 30342  
Citizenship: U.S. (Georgia)  
Principal Business: Holding Company  
% Interest: 100% voting interest in Lingo Management with no right to appoint any of the operating board; 0% non-voting interest in Lingo Management

Name: Garrison LM LLC  
Address: c/o Garrison Investment Group  
1290 Avenue of the Americas, Suite 914  
New York, NY 10104  
Citizenship: U.S. (Delaware)  
Principal Business: Holding Company  
% Interest: 0% voting interest in Lingo Management; 100% non-voting interest in Lingo Management with the right to appoint all five members of the operating board, the majority of which shall be independent

To the extent the ability to appoint all of the operating board where the majority of the members are independent constitutes *de facto* control, Transferee will have *de facto* control of Lingo Management upon completion of the Board Reset.

(c) Interest in Lingo Management upon completion of the Change in Voting Interest:

Name: Garrison LM LLC (“Transferee”)  
Address: c/o Garrison Investment Group  
1290 Avenue of the Americas, Suite 914  
New York, NY 10104  
Citizenship: U.S. (Delaware)  
Principal Business: Holding Company  
% Interest: 100% (sole member of Lingo Management and right to appoint the sole member of its operating board) upon Change in Voting Interest

(d) Ownership of Lingo: The ownership of Lingo is provided in **Exhibit B**.

(e) Ownership of Transferee: The following entities hold a ten percent (10%) or greater, direct or indirect, interest in Garrison LM LLC:

Name: Garrison Opportunity Fund III A LLC (“GOF-III-A”)  
Address: c/o Garrison Investment Group  
1290 Avenue of the Americas, Suite 914  
New York, NY 10104  
Citizenship: U.S. (Delaware)  
Principal Business: Investment  
% Interest: 64.25% (directly in Transferee)

Name: Garrison Opportunity Fund III A MM LLC  
 (“GOF-III-A-MM”)  
Address: c/o Garrison Investment Group  
1290 Avenue of the Americas, Suite 914  
New York, NY 10104  
Citizenship: U.S. (Delaware)  
Principal Business: Investment  
% Interest: 64.25% (indirectly in Transferee as managing member of  
(0% equity interest in) GOF-III-A)

Name: Garrison Opportunity Fund III A Holdings MM LLC  
("GOF-III-A-Holdings")  
Address: c/o Garrison Investment Group  
1290 Avenue of the Americas, Suite 914  
New York, NY 10104  
Citizenship: U.S. (Delaware)  
Principal Business: Investment  
% Interest: 64.25% (indirectly in Transferee as managing member of  
(100% equity interest in) GOF-III-A-MM)

Name: GOF II A Series A-2 LLC  
Address: c/o Garrison Investment Group  
1290 Avenue of the Americas, Suite 914  
New York, NY 10104  
Citizenship: U.S. (Delaware)  
Principal Business: Investment  
% Interest: 35.75% (directly in Transferee)

Name: Garrison Opportunity Fund II A LLC ("GOF-II-A")  
Address: c/o Garrison Investment Group  
1290 Avenue of the Americas, Suite 914  
New York, NY 10104  
Citizenship: U.S. (Delaware)  
Principal Business: Investment  
% Interest: 35.75% (indirectly in Transferee as 100% owner of (100%  
voting interest in) GOF II A Series A-2 LLC)

Name: Garrison Opportunity Fund MM II A LLC  
("GOF-MM-II-A")  
Address: c/o Garrison Investment Group  
1350 Avenue of the Americas  
Suite 905  
New York, NY 10019  
Citizenship: U.S. (Delaware)  
Principal Business: Investment  
% Interest: 35.75% (indirectly in Transferee as managing member of  
(0% equity interest in) GOF-II-A)

Name:	Garrison Opportunity Fund II A Holdings MM LLC ("GOF-II-A-Holdings")
Address:	c/o Garrison Investment Group 1350 Avenue of the Americas Suite 905 New York, NY 10019
Citizenship:	U.S. (Delaware)
Principal Business:	Investment
% Interest:	35.75% (indirectly in Transferee as managing member of (100% equity interest in) GOF-MM-II-A)

Joseph Tansey wholly owns GOF-III-A-Holdings and GOF-II-A-Holdings. Mr. Tansey is a U.S. citizen and can be reached at the same address as the Garrison Investment Group.

To Transferee's knowledge and other than as set forth in this Application, no other person or entity, directly or indirectly, will own or control a 10% or greater interest in Licensees.

Transferee does not currently have any interlocking directorates with a foreign carrier. A subsidiary of Matrix, Vancouver Telephone Company Limited ("VTC"), is a non-dominant foreign carrier in Canada, and will be affiliated with Transferee upon completion of the Transaction. Upon completion of the Transaction, Transferee may have interlocking directorates with VTC. Licensees currently are affiliated with Primus Management ULC, a non-dominant foreign carrier in Canada. *See* WC Docket No. 18-216 & IB File No. ITC-T/C-20180712-00144. Upon completion of the Change in Voting Interest, Licensees will no longer be affiliated with Primus Management ULC.

(i) **(Answer to Question 14)** Transferee certifies that it is not a foreign carrier and currently is not affiliated with a foreign carrier. As a result of the Transaction, Transferee will become affiliated with VTC, a non-dominant foreign carrier in Canada by virtue of its Basic International Telecommunications Service License and Reseller Registrations.

(j) **(Answer to Question 15)** Transferee certifies that upon completion of the Transaction, Transferee will be affiliated with a non-dominant foreign carrier as described in (i) above. While Transferee does not provide telecommunications services, Licensees may provide international services to Canada, where VTC is a non-dominant foreign carrier.

(k) Transferee certifies that Canada is a Member of the World Trade Organization (“WTO”). VTC is not on the Commission’s List of Foreign Telecommunications Carriers that are Presumed to Possess Market Power in Foreign Telecommunications Markets, released on January 26, 2007. In addition, VTC offer services in competition with dominant foreign carriers and others.

(l) While Transferee does not provide telecommunications services, Licensees may resell international switched services of unaffiliated U.S. carriers in order to provide telecommunications services to countries where they have a foreign carrier affiliation. As demonstrated above and because VTC has less than 50 percent market share in the international transport and the local access markets on the foreign end of the route, Licensees should be presumptively found to be non-dominant pursuant to Section 63.10(a)(3) of the Commission’s rules, 47 C.F.R. § 63.10(a)(3).

(m) Transferee and Licensees qualify for a presumption of non-dominance under Section 63.10(a)(1) and (3) of the Commission’s rules, 47 C.F.R. §§ 63.10(a)(1, 3), because they are or will be affiliated with a non-dominant foreign carrier in a country that is a Member of the WTO.

(n) Transferee and Licensees certify that they have not agreed to accept special concessions directly or indirectly from any foreign carrier with respect to any U.S. international route where the foreign carrier possesses market power on the foreign end of the route and will not enter into such agreements in the future.



(o) Applicants certify that they are not subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1998. *See* 21 U.S.C. § 853a; *see also* 47 C.F.R. §§ 1.2001-1.2003.

(p) Applicants respectfully submit that this Application is eligible for streamlined processing for the reasons set forth in Section II above.

## **VI. INFORMATION REQUIRED BY SECTION 63.04**

Pursuant to Commission Rule 63.04(b), 47 C.F.R. § 63.04(b), Applicants submit the following information in support of their request for domestic Section 214 authority to transfer indirect control of Licensees to Transferee in order to address the requirements set forth in Commission Rule 63.04(a)(6)-(12):

(a)(6) A description of the proposed Transaction is set forth in Section III above.

(a)(7) (i) Collectively, Licensees provide telecommunications services pursuant to authorizations to provide competitive local exchange and/or interexchange telecommunications services in the District of Columbia and in every state.

(ii) Transferee does not provide telecommunications services.

(iii) Transferee is not affiliated with any other telecommunications carriers.

(a)(8) Applicants respectfully submit that this Application is eligible for streamlined processing for the reasons set forth in Section II of the Application.

(a)(9) Other than its Section 214 authorizations described in this Application, Licensees do not hold any other authorizations or licenses from the Commission. Therefore, no other applications are being filed with the Commission with respect to this Transaction.

(a)(10) No party is requesting special consideration because it is facing imminent business failure.

(a)(11) Not applicable.

(a)(12) The Transaction is in the public interest for the reasons set forth in Section IV of the Application.

## VII. CONCLUSION

For the reasons stated above, Applicants respectfully submit that the public interest, convenience, and necessity would be furthered by a grant of this Application.

Respectfully submitted,

*/s/ Brett P. Ferenchak*

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Catherine Wang  
Brett P. Ferenchak  
**MORGAN, LEWIS & BOCKIUS LLP**  
1111 Pennsylvania Avenue, N.W.  
Washington, DC 20004-2541  
Tel: 202-739-3000  
Fax: 202-739-3001  
catherine.wang@morganlewis.com  
brett.ferenchak@morganlewis.com

*Counsel for Transferee*

*/s/ Chérie R. Kiser*

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Chérie R. Kiser  
Angela F. Collins  
**CAHILL GORDON & REINDEL LLP**  
1990 K Street, N.W., Suite 950  
Washington, DC 20006  
Tel: 202-862-8900  
Fax: 866-255-0185  
ckiser@cahill.com  
acollins@cahill.com

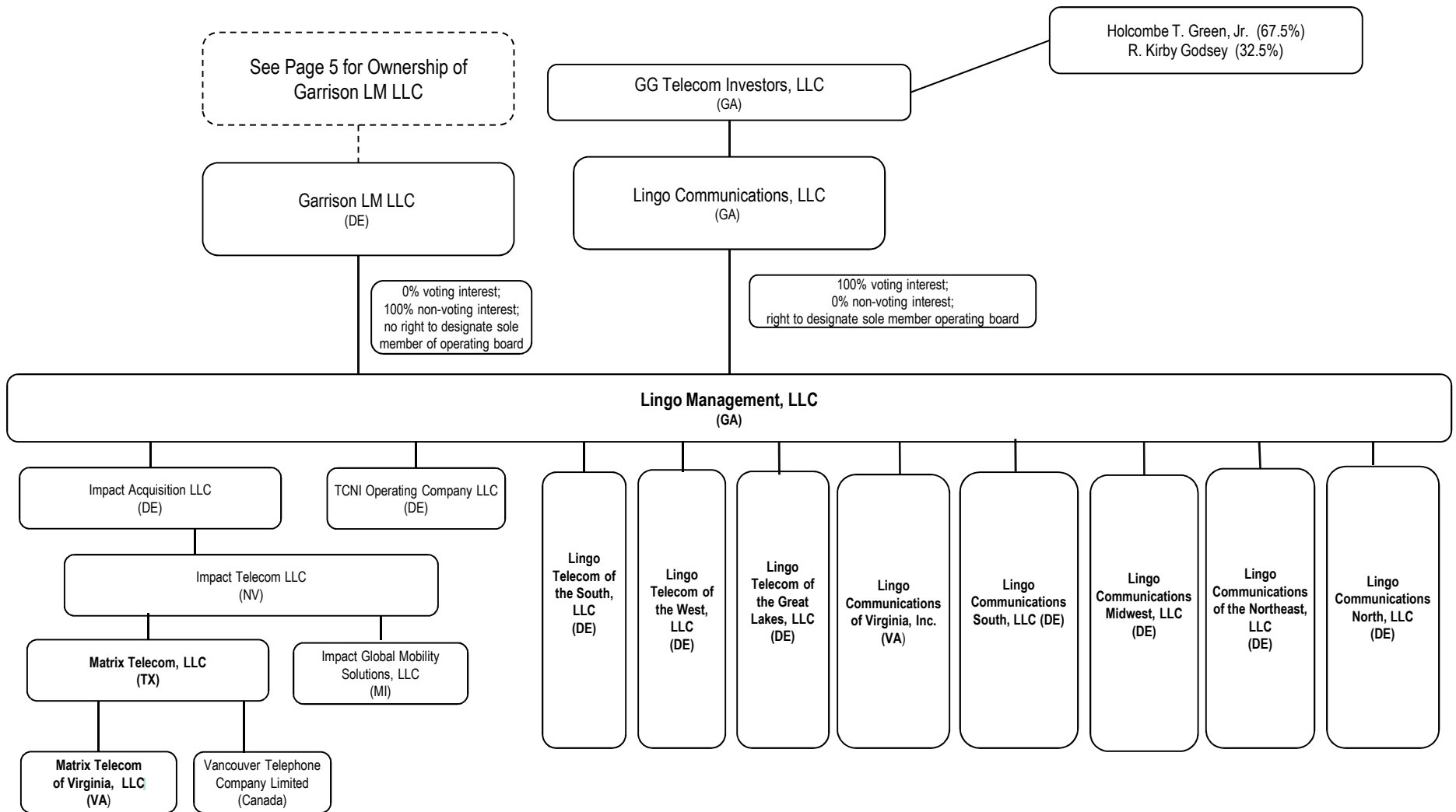
*Counsel for Transferor and Licensees*

Dated: December 16, 2019

**EXHIBIT A**

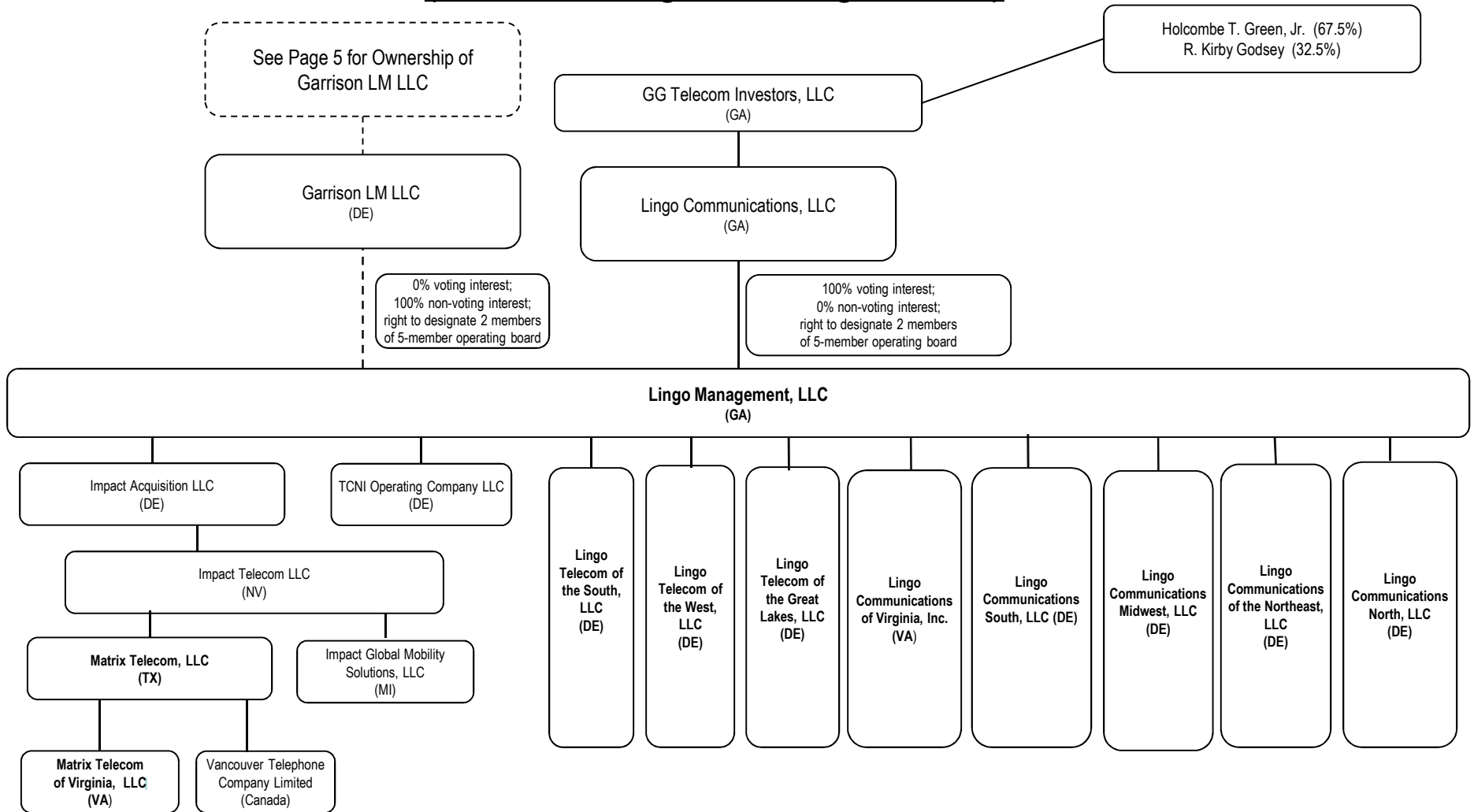
**Current and Post-Transaction Control Structure of Licensees**

# Current Control Structure of Licensees



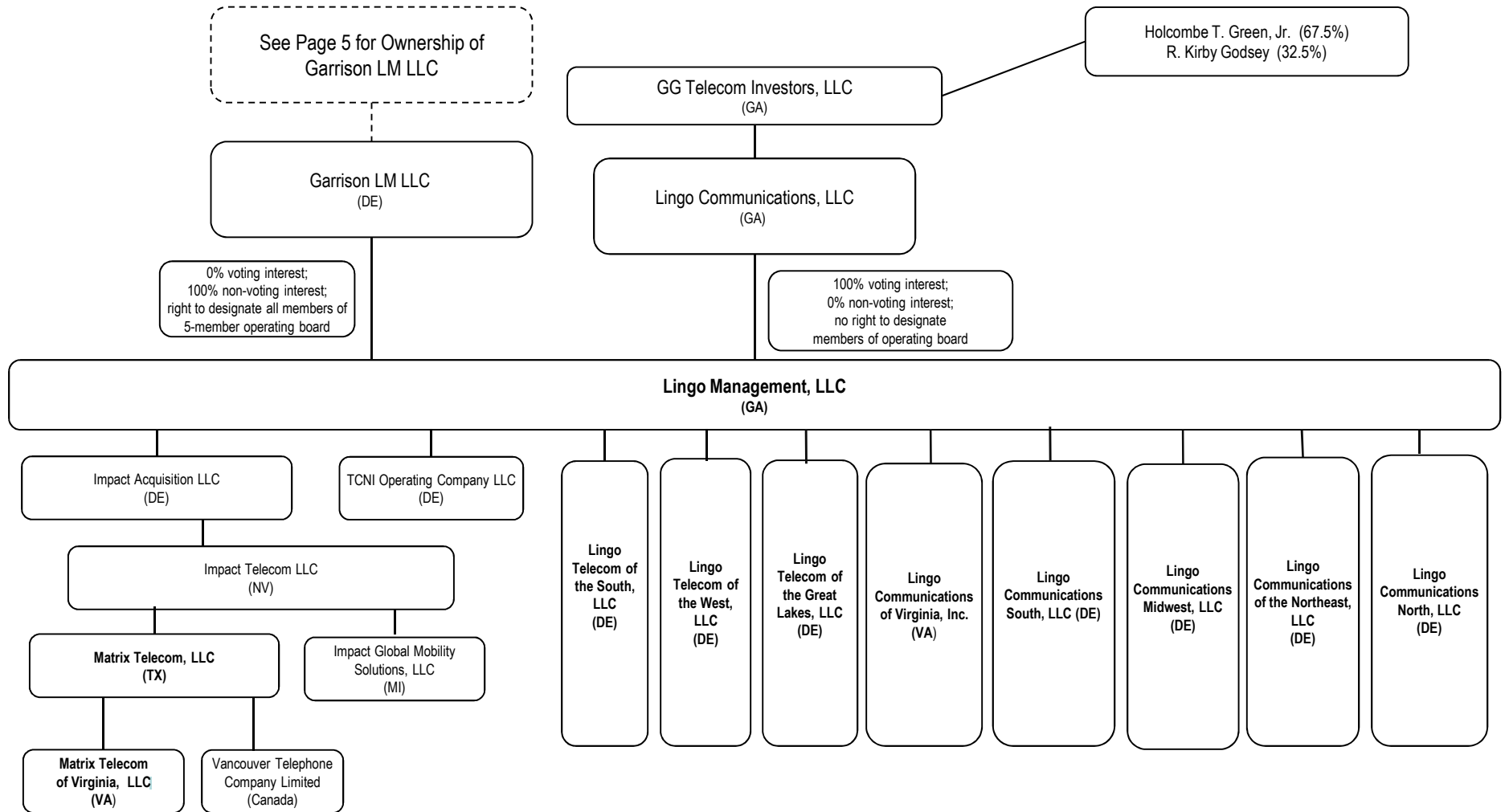
Unless otherwise indicated, all equity ownership and voting percentages are 100%.

# Post-Change in Board Composition Control Structure of Licensees (without Change in Voting Interest)



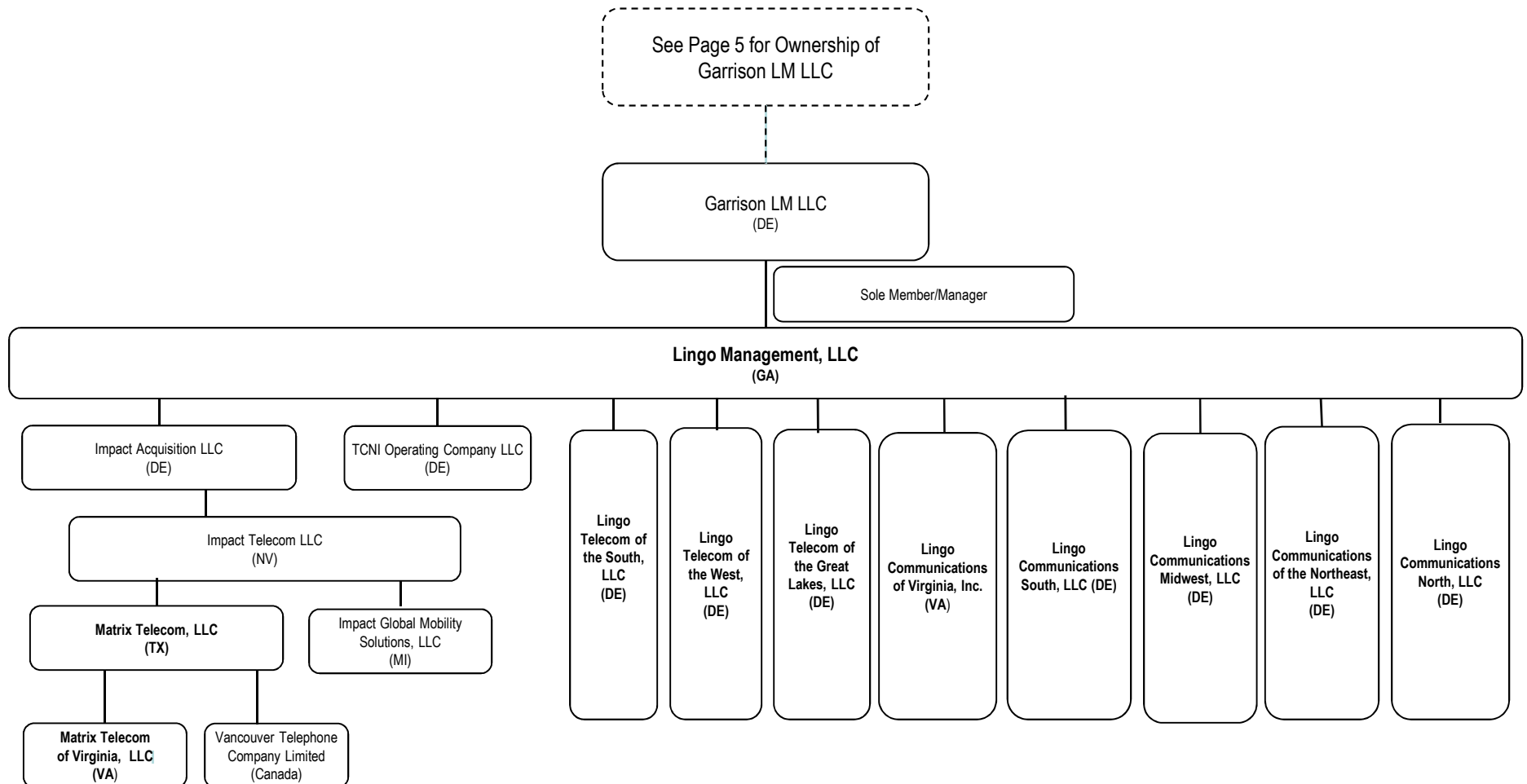
Unless otherwise indicated, all equity ownership and voting percentages are 100%.

## Post-Board Reset Control Structure of Licensees (without Change in Voting Interest)



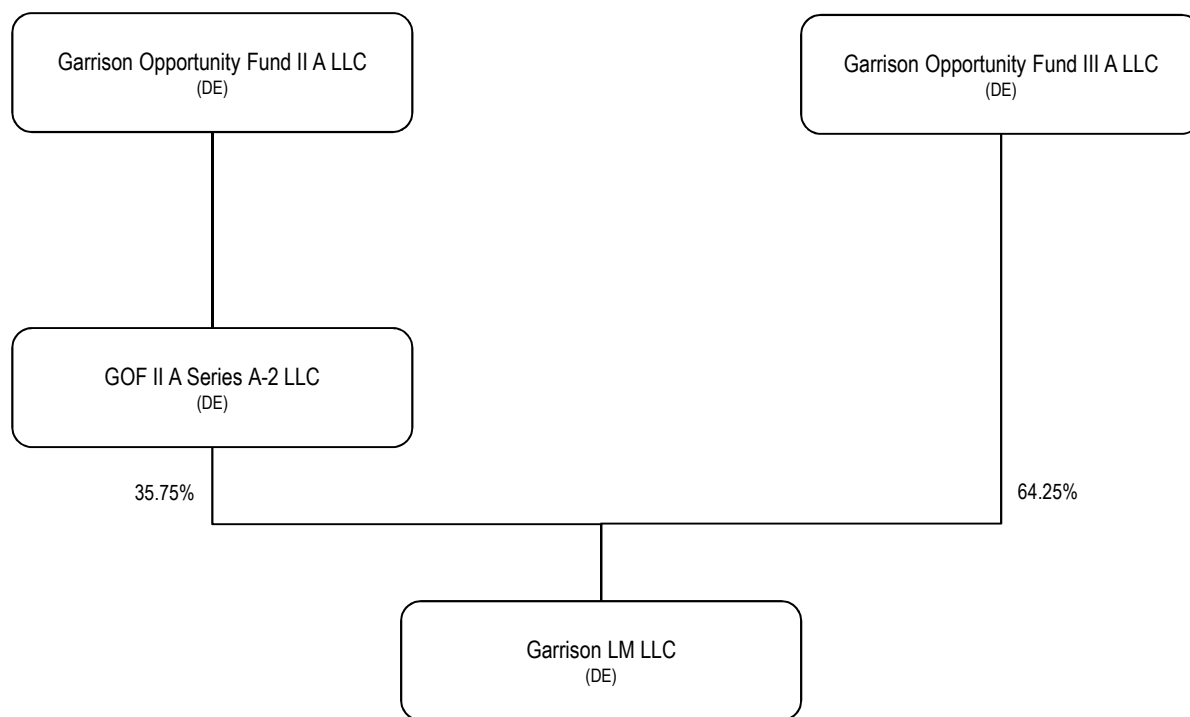
Unless otherwise indicated, all equity ownership and voting percentages are 100%.

## Post-Transaction Control Structure of Licensees with Change in Voting Interest and Changes in Board Composition



Unless otherwise indicated, all equity ownership and voting percentages are 100%.

## Ownership of Garrison LM LLC



Unless otherwise indicated, all equity ownership and voting percentages are 100%.



## **EXHIBIT B**

### **Ownership of Lingo Communications, LLC**

The following entities hold, directly or indirectly, a 10% or greater interest<sup>3</sup> in Lingo Communications, LLC (“Lingo”):

Name: GG Telecom Investors, LLC  
Address: 3060 Peachtree St., NW, Suite 1065  
Atlanta, GA 30305  
Citizenship: U.S. (Georgia)  
Principal Business: Holding Company  
% Interest: 100% (directly as owner of 100% of the membership interests of Lingo Communications, LLC)

Name: Holcombe T. Green, Jr.  
Address: 3060 Peachtree St., NW, Suite 1065  
Atlanta, GA 30305  
Citizenship: United States  
Principal Business: Individual  
% Interest: 67.5% indirectly in Lingo (as owner of 67.5% of the membership interests of GG Telecom Investors, LLC)

Name: R. Kirby Godsey  
Address: 3060 Peachtree St., NW, Suite 1065  
Atlanta, GA 30305  
Citizenship: United States  
Principal Business: Individual  
% Interest: 32.5% indirectly in Lingo (as owner of 32.5% of the membership interests of GG Telecom Investors, LLC)

Other than as set forth in this Exhibit, no other person or entity, directly or indirectly, owns or controls a 10% or greater interest in Lingo Communications, LLC.

---

<sup>3</sup> Unless otherwise indicated, the ownership interests provided herein represent both equity and voting interests.

## VERIFICATION

I, Brian McClintock, state that I am the Chief Financial Officer of Lingo Communications, LLC and of Lingo Management, LLC and its subsidiaries (collectively, the “Company”); that I am authorized to make this Verification on behalf of the Company; that I have read the foregoing document; and that any statements in the foregoing document with respect to the Company, except as otherwise specifically attributed, are true and correct to the best of my knowledge, information, and belief.

A handwritten signature in black ink, appearing to read "Brian McClintock", written over a horizontal line.

Brian McClintock  
Chief Financial Officer  
Lingo Communications, LLC

Dated: December 16, 2019

## VERIFICATION

I, Matthew Lambert, state that I am the Vice President and Secretary of Garrison LM LLC (the "Company"); that I am authorized to make this Verification on behalf of the Company; that I am familiar with the contents of the foregoing document; and that the contents with respect to the Company are true and correct to the best of my knowledge, information, and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 12 day of December, 2019.



---

Matthew Lambert  
Vice President and Secretary  
Garrison LM LLC

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**12/16/2019 4:51:08 PM**

**in**

**Case No(s). 19-2154-TP-CIO**

Summary: Notice Notice of Changes in Control electronically filed by Angela F Collins on behalf of Lingo Telecom of the Great Lakes, LLC and Matrix Telecom, LLC