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Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
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tmi@tminc.com

March 20, 2001
Via Overnight Delivery

Ms. Blanca Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0870

010346-77

**RE: Initial Application and Tariff for Authority to Provide Interexchange Telecommunications Services within the State of Florida.
For MCG LLC**

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced application of MCG LLC. Also enclosed is a \$250 check to cover the filing fee.

Attachment III to this application contains the financial statements of MCG LLC, which have been filed under separate cover with a claim of confidentiality, as provided for under Chapter 364.183(1), Florida Statutes.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Shari Dawson
Consultant to
MCG LLC

cc: Israel Kaganas - MCG LLC
file: MCG LLC - FL
tms: fli0100

DOCUMENT NUMBER - DATE
03563 MAR 21 5
FPSC-RECORDS & REPORTING

FLORIDA PUBLIC SERVICE COMMISSION

**DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION**

Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida

Instructions

- ◆ This form is used as an original application for an original certificate and for approval of assignment or transfer of an existing certificate. In case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
(850) 413-6770**

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480**

1. This is an application for $\sqrt{\quad}$ (check one):

Original certificate (new company)

Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority of that company.

Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve a new controlling entity.

2. Name of Company:

MCG LLC

3. Name under which applicant will do business (fictitious name, etc.):

Not applicable.

4. Official mailing address (including street name & number, post office box, city, state, zip code):

MCG LLC
2799 McFarlane Rd., 2nd Floor
Coconut Grove, FL 33133
Phone: (305) 356-5254
Facsimile: (305) 356-5260

5. Florida address (including street name & number, post office box, city, state, zip code):

MCG LLC
2799 McFarlane Rd., 2nd Floor
Coconut Grove, FL 33133
Phone: (305) 356-5254
Facsimile: (305) 356-5260

6. **Select type of business your company will be conducting. √ (check all that apply):**

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. **Structure of organization:**

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Other - <u>LLC</u> | |

8. **If individual, provide:**

Name:

Title:

Address:

City, ST, Zip:

Telephone #:

Fax #:

Internet E-Mail Address:

Internet Website Address:

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:
 Florida Secretary of State Corporate Registration #: L00000008881
10. **If foreign corporation**, provide proof of authority to operate in Florida:
 Florida Secretary of State Corporate Registration #: Not applicable
11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09,FS to operate in Florida:
 Florida Secretary of State fictitious name registration #: Not applicable
12. **If a limited liability partnership**, provide proof of registration to operate in Florida:
 Florida Secretary of State registration #: Not applicable
13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.
- Name:**
Title:
Address:
City, ST, Zip:
- Telephone #:** **Fax #:**
Internet E-Mail Address:
Internet Website Address:
14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169,FS), if applicable.
 Florida registration #: Not applicable
15. Provide **F.E.I. Number** (if applicable): 65-1029288

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
 Yes No

(b) If not, who will bill for your services?

Name:

Title:

Address:

City, ST, Zip:

Telephone #:

Fax #:

(c) How is this information provided?

Not applicable

17. Who will receive the bills for your service?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Residential customers | <input checked="" type="checkbox"/> Business customers |
| <input type="checkbox"/> PATS providers | <input type="checkbox"/> PATS station end-users |
| <input type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Universities dormitory residents |
| <input checked="" type="checkbox"/> Other: (specify) | Anyone who uses the Company's service |

18. Who will serve as liaison th the Commission with regard to the following:

(a) the application:

Shari Dawson, Consultant
Consultant to MCG LLC
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, Florida 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613
Internet E-Mail Address: sdawson@tminc.com

(b) Official point of contact for the ongoing operations of the company:

Mr. Israel Kaganas, President
MCL LLC
2799 McFarlane Rd., 2nd Floor
Coconut Grove, FL 33133
Phone: (305) 356-5254
Facsimile: (305) 356-5260
Internet E-Mail Address: ikaganas@omniplayer.com

(c) Complaints/Inquiries from customers:

Mr. Israel Kaganas, President
MCG LLC
2799 McFarlane Rd., 2nd Floor
Coconut Grove, FL 33133
Phone: (305) 356-5254
Facsimile: (305) 356-5260
Internet E-Mail Address: ikaganas@omniplayer.com

19. List the states in which the applicant:

- (a) has operated as an interexchange telecommunications company:**

None

- (b) has applications pending to be certificated as an interexchange telecommunications company:**

None

- (c) is certificated to operate as an interexchange telecommunications company:**

None

- (d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved:**

None

- (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved:**

None

- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved:**

None

20. **Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:**

- (a) **adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.**

No officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company is involved in proceedings which may result in such action.

- (b) **an officer, director partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.**

No officer, director, partner or stockholder of the Company is an officer director or stockholder in any other Florida certificated telephone company.

21. The applicant will provide the following interexchange carrier services \checkmark (check all that apply):

- A. **MTS with distance sensitive per minute rates**
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800
- B. **MTS with route specific rates per minute**
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800
- C. **MTS with statewide flat rates per minute (i.e. not distance sensitive)**
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800
- D. **MTS for pay telephone service providers.**
- E. **Block of time calling plan (Reach Out Florida, Ring America, etc.)**
- F. **800 Service (Toll free)**
- G. **WATS type service (Bulk or volume discount)**
 Method of access is via dedicated facilities
 Method of access is via switched facilities
- H. **Private line services (Channel Services) (For ex. 1.544 mbps, DS-3, etc.)**
- I. **Travel service**
 Method of access is 950
 Method of access is 800
- J. **900 service**
- K. **Operator Services**
 Available to presubscribed customers
 Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals.)
 Available to inmates
Services included are:
 Station assistance
 Person to person assistance
 Directory assistance
 Operator verify and interrupt
 Conference calling

22. **Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485.(example enclosed).**

Please see Attachment I.

23. **Submit the following:**

- A. **Managerial capability:** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

Please see Attachment II

- B. **Technical capability:** give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

As a reseller, Applicant relies on technical expertise of its underlying carrier for maintenance of the network.

- C. **Financial capability.**

Please see Attachment III.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

Note: *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

1. REGULATORY ASSESSMENT FEE:

I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.

2. GROSS RECEIPTS TAX:

I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.

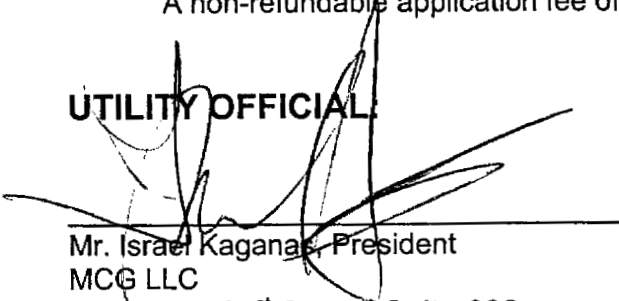
3. SALES TAX:

I understand that a seven percent sales tax must be paid on intra and interstate revenues.

4. APPLICATION FEE:

A non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL



Mr. Israel Kaganas, President
MCG LLC
2999 NE 191st Street, Suite 608
Aventura, FL 33180-3117
Phone: (305) 356-5248
Facsimile: (305) 356-5260
Internet E-Mail Address: ikaganas@omniplayer.com

Date

THIS PAGE MUST BE COMPLETED AND SIGNED

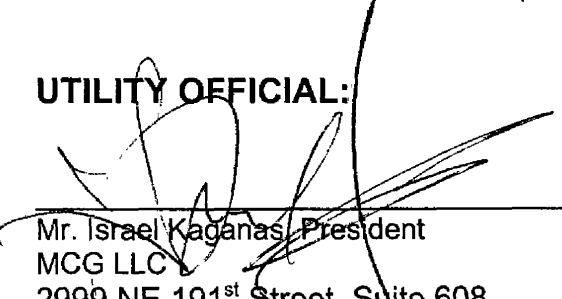
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please check one):

- () The applicant will not collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payment in excess of one month. (The bond must accompany the application).

UTILITY OFFICIAL:



Mr. Israel Kaganas, President
MCG LLC
2999 NE 191st Street, Suite 608
Aventura, FL 33180-3117
Phone: (305) 356-5248
Facsimile: (305) 356-5260
Internet E-Mail Address: ikaganas@omniplayer.com

Date

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

By my signature below, I the undersigned owner or officer attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the state of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL:



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Date

CURRENT FLORIDA INTRASTATE SERVICES

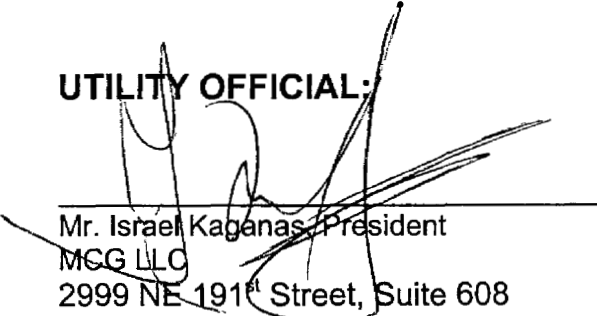
Applicant **has** () or **has not** () previously provided intrastate telecommunications in Florida.

If the answer is Has, fully describe the following:

- a) What services have been provided and when did these services begin?

- b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:



Mr. Israel Kaganas, President
MCG LLC
2999 NE 191st Street, Suite 608
Aventura, FL 33180-3117
Phone: (305) 356-5248
Facsimile: (305) 356-5260
Internet E-Mail Address: ikaganas@omniplayer.com

Date

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, _____ of _____, and current holder of Florida Public Service Commission Certificate Number # _____, have reviewed this application and join in the petitioner's request for a:

- Transfer
- Assignment

of the above mentioned certificate.

UTILITY OFFICIAL:

Name

Signature

Title

Date

Telephone No.

Fax No.

Address:

MCG LLC
Attachment I
Proposed Tariff

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
MCG, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by MCG, LLC ("MCG") with principal offices located at 2799 McFarlane Rd., 2nd Floor, Coconut Grove, Florida 33133. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: March 21, 2001

Effective:

Issued by:

Israel Kaganas, President
2799 McFarlane Road, 2nd Floor
Coconut Grove, Florida 33133

FLi0100

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	REVISION	PAGE	REVISION
1	Original *	26	Original *
2	Original *	27	Original *
3	Original *	28	Original *
4	Original *	29	Original *
5	Original *	30	Original *
6	Original *	31	Original *
7	Original *	32	Original *
8	Original *	33	Original *
9	Original *	34	Original *
10	Original *	35	Original *
11	Original *	36	Original *
12	Original *	37	Original *
13	Original *	38	Original *
14	Original *	39	Original *
15	Original *		
16	Original *		
17	Original *		
18	Original *		
19	Original *		
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	Original *		
25	Original *		

* - indicates those pages included with this filing

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2799 McFarlane Road, 2nd Floor
Coconut Grove, Florida 33133

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SYMBOLS

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

- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a Customer's Bill
- (M) - Moved from another Tariff Location
- (N) - New
- (R) - Change Resulting in a Reduction to a Customer's Bill
- (T) - Change in Text or Regulation but no Change in Rate or Charge.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
- D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

Access - Access to MCG's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 101XXXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call or Phone Home Card call the person or entity responsible for payment is the Customer of record of the Traveler Card or Phone Home Card used.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

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Coconut Grove, Florida 33133

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Collect Call - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept responsibility for the charges.

Commercial Credit Card Call - A billing arrangement by which a call may be charged to an authorized major commercial credit card.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call.

Common Carrier - A company or entity providing telecommunications services to the public.

Commission - Refers to the Florida Public Service Commission (FPSC).

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Colombia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

FPSC - Refers to the Florida Public Service Commission.

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Florida.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

Operator Dialed Surcharge - This charge applies to calls when the user dials "00" only and any valid company operator access code and requests that the operator dial the destination number.

Operator Station Call - A service whereby the originating Customer requests the assistance of a Company Operator to place or bill the call. Calls billed collect or to a telephone company issued Calling Card, to an authorized Commercial Credit Card, or to a Third Party are Operator Station Calls unless the call is placed on a Person-to-Person basis.

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2799 McFarlane Road, 2nd Floor
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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Person-to-Person Call - A service whereby the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile station, a particular station, room number, department, or office to be reached through a PBX attendant.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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SECTION 2.0 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating within the State of Florida, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This tariff applies to telephone calls which originate and terminate in the State of Florida.

2.3 Credit Regulations

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within fifteen (15) days after the postmark date of the bill, the account will be considered delinquent.
- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer in writing at least five business calendar days before service is disconnected.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Payment for Service, (Cont'd.)

- (H) MCG will not bill for unanswered calls in areas where Equal Access is available, nor will MCG knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, MCG will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (I) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments at least equal to the time period of the underbilling.

2.5 Deposits

The Company does not require a deposit from the Customer.

2.6 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.7 Taxes**

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company. Such taxes or fees shall be recovered in the following manner:

2.7.1 For Debit Service, taxes or fees shall be included in the schedule for this service, unless otherwise negotiated with the distributor.

2.7.2 For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

2.8 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation or Interruption of Services

2.9.1 Without incurring liability, MCG may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:

- (A) For nonpayment of any sum due MCG for more than thirty days after issuance of the bill for the amount due;
- (B) For violation of any of the provisions of this tariff;
- (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over MCG's service; or
- (D) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting MCG from furnishing its service.

2.9.2 Without incurring liability, MCG may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber/Customer and MCG's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.9 Cancellation or Interruption of Services, (Cont'd.)**

- 2.9.3** Service may be discontinued by MCG by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when MCG deems it necessary to take action to prevent unlawful use of its service. MCG may restore service as soon as it can be provided without undue risk.
- 2.9.4** The termination notice process provides adequate time intervals for the Customer to prevent termination or disconnect.
- (A)** The first notice is our "Disconnect Notice". It is sent to customers who have a past due balance of \$10.00 or more on the 10th day after bills are sent each month.
 - (B)** On the 11th day after the disconnect notice is sent, accounts that still have a past due balance are temporarily deactivated and a notice is sent to tell the Customer what action has been taken. This notice is printed on letterhead.
 - (C)** On the 11th day after deactivation of the accounts, those that still have a past due balance are sent "Final Demand Letter". These Customers are contacted by phone regularly and then placed with a collection agency on the 20th of the next month.
 - (D)** Accounts are tracked daily for reactivation of service as balances are paid.
- 2.9.5** If, for any reason, Service is interrupted, the Customer will only be charged for the service that was actually used.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.10 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.10.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.10.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to MCG operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.10.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.10.4** Failure to pay a previously owed bill by the same Customer at another location.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.11 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.7, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.12 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

2.13 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.14 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling MCG's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Liability of the Company

- 2.15.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.15.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.15.3** MCG shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over MCG or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.15 Liability of the Company, (Cont'd.)**

- 2.15.4** MCG is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions of 2.15.2 above.
- 2.15.5** MCG shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.15.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.15.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Responsibilities of the Subscriber

- 2.16.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.16.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by MCG on the Subscriber's behalf.
- 2.16.3** If required for the provision of MCG's services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to MCG.
- 2.16.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and MCG when required for MCG personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of MCG's services.
- 2.16.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with MCG's facilities or services, that the signals emitted into MCG's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Responsibilities of the Subscriber, (Cont'd.)

- 2.16.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to MCG's equipment, personnel, or the quality of Service to other Subscribers or Customers, MCG may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, MCG may, upon written notification, terminate the Subscriber's service.
- 2.16.7** The Subscriber must pay MCG for replacement or repair of damage to the equipment or facilities of MCG caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.16.8** The Subscriber must pay for the loss through theft or fire of any of MCG's equipment installed at Subscriber's premises.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.16 Responsibilities of Authorized Users**

- 2.16.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the FPSC and the FCC.
- 2.16.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.16.3** The Authorized User is responsible for providing MCG with a valid method of billing for each call. MCG reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or MCG may refuse to place the call.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.17 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law.

2.18 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.19 Toll Free Numbers**

The company will make every effort to reserve toll free vanity numbers on behalf of Customers, but makes no guarantee or warrantee that the requested toll free number(s) will be available or assigned to the Customer requesting the number.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

2.20 Other Rules

2.20.1 MCG reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.

2.20.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the FPSC.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

MCG offers direct dialed, inbound toll free service, casual calling, and directory assistance services for communications originating and terminating within the State of Florida under terms of this tariff.

3.2 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. Carrier will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)
3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the industry standard "V" and "H" coordinates.

- Step 1 -** Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 -** Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 -** Square the differences obtained in Step 2.
- Step 4 -** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 -** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 -** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

3.4.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.4.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

3.4.3 Minimum call duration and call timing increments for billing purposes is specified on a per-product basis in this tariff.

3.4.4 Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.4.5 There is no billing applied for incomplete calls.

3.5 Rate Periods

The Company's services are not time of day or day of week sensitive. The same rates apply 24 hours per day, seven (7) days per week.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.6 Direct Dial Long Distance**

Direct Dial Long Distance calling is a switched outbound service offered to Customers throughout the State. Calls are measured in six (6) second increments with a thirty (30) second minimum call duration for billing purposes. Calls may be originated by dialing 1+ the destination number. Calls are neither mileage nor time of day sensitive for billing purposes.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.7 Inbound Toll Free (i.e. 800/888) Service**

Switched Inbound Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of thirty (30) seconds. Rates are not mileage or time-of-day sensitive.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.8 Casual Calling Service**

Casual Calling Service allows MCG Customers who subscribe to this service to place calls over the MCG network via access code dialing. Customers can select a preferred access code method (101XXX or 8XX). Different rates apply based on the access method selected. Calls are billed in six (6) second increments with an initial period for billing purposes of thirty (30) seconds. This service does not require that the Customer be presubscribed to the Company. The service only requires that the calling number be recognized as belonging to a Subscriber. Calls made away from the Subscribers designated telephone number will require the use of a PIN.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.9 Directory Assistance**

Directory Assistance is available to MCG customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 4.0 - RATES**4.1 Outbound Long Distance**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds.

Initial 30 Seconds	Each Add'l 6 Seconds
\$0.0195	\$0.0039

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SECTION 4.0 - RATES, (CONT'D.)**4.2 Inbound Toll Free (i.e. 800/888) Service**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds.

<u>Initial 30 Seconds</u>	<u>Each Add'l 6 Seconds</u>
\$0.0345	\$0.0069

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SECTION 4.0 - RATES, (CONT'D.)**4.3 Casual Calling Service**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds.

	Initial 30 Seconds	Each Add'l 6 Seconds
Access via dialed access code	\$0.02535	\$ 0.00507
Access via 800 access number	\$0.04035	\$0.00807

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SECTION 4.0 - RATES, (CONT'D.)

4.4 Directory Assistance

Per call to directory assistance: \$1.49

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SECTION 4.0 - RATES, (CONT'D.)**4.5 Special Rates for the Handicapped****4.5.1 Directory Assistance**

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.5.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.5.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the calls shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for a call and shall not apply to per call charges such as a credit card surcharge.

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SECTION 4.0 - RATES, (CONT'D.)**4.6 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

4.7 Return Check Charge

A return check charge of \$15.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local provider and/or commercial credit card company) and pursuant to Florida law.

4.8 Late Payment Charge

Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.

Issued: March 21, 2001

Effective:

Issued by:

Israel Kaganas, President
2799 McFarlane Road, 2nd Floor
Coconut Grove, Florida 33133

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SECTION 4.0 - RATES, (CONT'D.)**4.9 Promotional Offerings - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or 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. The Company shall notify the Commission, in writing, 30 days prior to the start of a promotion. All promotional offerings shall be filed with the Commission and made part of this tariff prior to being offered to Customers.

4.10 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.

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MCG LLC
Attachment II

Managerial Capabilities

MCG LLC
Executive Biographies

Israel Kaganas, President

Mr. Kaganas is the founder and chief executive officer of Sphere Multimedia Technologies, Inc. Mr. Kaganas directs and implements Sphere's global business, overseeing marketing, distribution and new product growth for the company. Founded in 1998, Sphere is home to OmniPlayer, the world's first and only universal Portable Device (UPD). Mr. Kaganas' desire to capitalize on the Digital Age combined with his entrepreneurial spirit has been the driving force behind the creation of this revolutionary multimedia technology company. Mr. Kaganas' long history of visionary start-up business development began as a teenager in Uruguay with his family's exporting business, AgroExport. As president of the company, Mr. Kaganas grew the small business to become one of Uruguay's top five leather garments manufacturers and exporters. In 1979, Mr. Kaganas founded Shetland Trading Corp., which later became Sagaz Industries, Inc., a manufacturer and distributor of aftermarket auto accessories. By 1986, Sagaz was the leading manufacturer and distributor of sheepskin seat-covers and other automotive accessories in the United States. Mr. Kaganas has enjoyed successful ventures in other vertical industries within the import/export business such as the timber and citrus crop industries. He also holds a seat in the prestigious Argentinean National Institute of Technology for outstanding business innovations.

Maria Mendendez, Treasurer

Ms. Mendendez has extensive experience in the management of a large retail organization. Ms. Mendendez has management experience in merchandising, scheduling, customer service, and human resources. Ms. Mendendez spent 15 years at Federated Department Stores working in a variety of areas from Payroll/Productivity Analyst to Group Manager to Director of Loss Prevention. In Ms. Mendendez's various job positions she has acquired strong leadership abilities and communication skills.

MCG LLC
Executive Biographies (continued)

Gaspar Flores, Engineer Technician

Mr. Flores has extensive telecommunications experience. Mr. Flores has worked in various positions ranging from C.O. Operations Manager to Switch Technician. He has experience with multiplex transmission, crossbar switching, switch programming, and acceptance and troubleshooting DS1 circuits. In his last position, Mr. Flores was a self-employed telecommunications and programming consultant. Prior to that, Mr. Flores was a C.O. Operations Manager at INSATEL, where he was responsible for managing installation & troubleshooting procedures and LAN Administration.

**MCG LLC
Attachment III**

Financial Statements

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

Filed under separate cover are copies of the personal financial information of Israel & Zulma Kaganas as of July 30, 2000. Israel Kaganas is President of MCG LLC and has assumed responsibility for the actions and debts of MCG LLC until such time as MCG LLC files its first annual report and financial statements. A notarized letter from Mr. Kaganas is included confirming this financial responsibility.

These documents demonstrate MCG LLC's financial ability to provide the proposed services. Mr. Kaganas is a private citizen and as such his financial statements are not public information, but rather constitute confidential and proprietary information. Mr. Kaganas' financial statements are therefore submitted under seal. MCG LLC respectfully requests that this confidential information not be provided to anyone except those members of staff and the Commission who need to review the material for evaluation of applicant's fitness to provide service.



January 17, 2001

Florida Public Service Commission
Tallahassee
Florida

Gentlemen:

The undersigned, Israel Kaganas, hereby confirm that I will be responsible for the actions and debts of MCG LLC until such time as MCG LLC files its first annual report and financial statements.

Sincerely,

Israel Kaganas

STATE OF FLORIDA
COUNTY OF DADE

On January 17, 2001, before me, Maria E. Menendez, personally appeared Israel Kaganas, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Maria E. Menendez
Notary Public

