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April 14, 2011

**VIA ELECTRONICALLY &
VIA OVERNIGHT DELIVERY**

Honorable Freeman, Chairman
Attn: Sharla Dillon, Dockets
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-9021
(615) 741-3939

FILED ELECTRONICALLY IN DOCKET OFFICE ON
04/14/11

Re: Vanco Direct USA, LLC and GC Pivotal, LLC
Docket No. 11-00033

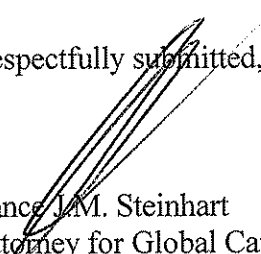
Dear Ms. Dillon:

Enclosed please find for filing an original and four (4) copies of the responses to Data Request No. 1 for Vanco Direct USA, LLC and GC Pivotal, LLC. This filing has also been sent via e-mail to sharla.dillon@state.tn.us on April 14, 2011.

I have also enclosed an extra copy of this letter to be date-stamped and returned to me in the enclosed preaddressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,


Lance J.M. Steinhart
Attorney for Global Capacity Group, Inc.
Vanco Direct USA, LLC and
Global Capacity Holdco, LLC

Enclosure

cc: Mr. Dan Kardatzke
Thomas H. Campbell, Esq.
Mr. Richard Garner

Question 1) Have the applicants made a similar filing with the FCC? If so, list any action taken and the associated docket number. If a schedule to complete the review of the filing has been established by the FCC, provide such with your response.

ANSWER: Yes, the applicants filed an application for transfer of assets with the FCC, Docket No. 11-64. It is anticipated that the Public Notice will be released by April 15, 2011. The application should be afforded stream-lined processing, which means that the application will be automatically approved at the end of the notice period (31 days) assuming no protests are filed.

Question 2) Provide the number of customers that Vanco Direct USA, LLC ("Vanco") currently serves in Tennessee.

ANSWER: Vanco provides resold data circuits to approximately 39 customers in Tennessee.

Question 3) Provide a copy of the self-certification letter filed with the FCC in CC Docket No. 00-257 regarding customer transfers.

ANSWER: Please see attached Exhibit "A".

Question 4) Will all Vanco customers in Tennessee be transferred to GC Pivotal, LLC ("Pivotal")?

ANSWER: Yes.

Question 5) Will Vanco cease to exist or will it continue to operate after its certification is transferred to Pivotal?

ANSWER: Vanco will cease operations after the transfer of its certification and closing of the asset sale approved by the Bankruptcy Court.

Question 6) Provide a copy of the customer notification letter that includes language reflecting TRA Rule 1220-4-2-.56(2)(d)(3) indicating that the acquiring provider will pay any fees charged to the customer associated with changing service to the acquiring provider. Also, include language reflecting TRA Rule 1220-4-2-.56(2)(d)(4) that requires 30 day notice of any price increase that may impact the customer up to 90 days after the transfer.

ANSWER: Please see attached Exhibit "B".

Question 7) Provide a summary of terms and condition of debtor in possession financing described in the Joint Application? Will the assets of Pivotal be pledged as security for the indebtedness? Will Pivotal act as a guarantor for the indebtedness?

ANSWER: The debtor in possession financing (DIPF) is already in place for the bankruptcy. This financing will be closed out on upon consummation of the asset transfer. No assets were pledge in connection with the DIPF.

Question 8) Provide a \$20,000.00 corporate surety bond, irrevocable letter of credit or sufficient documentation to demonstrate compliance with T.C.A. § 65-4-125 for Pivotal.

ANSWER: Please see attached Exhibit "C".

Exhibit A

Self-Certification Letter



111 E. Wacker Drive, Suite 2800
Chicago, Illinois 60601-3713
Tel 312.527.4000 Fax 312.527.4011
www.shefskylaw.com

M. GAVIN MCCARTY

Direct: (312) 836-4195
Facsimile: (312) 275-7645
E-mail: mccarty@shefskylaw.com

IN REFERENCE TO
023111-00002

April 14, 2011

Via E-Filing

Marlene H. Dortch
Federal Communications Commission
445 12th Street, S.W
Washington, DC 20554

***Re: In the Matter of 2000 Biennial Review – Review of Policies and Rules
Concerning Unauthorized Changes of Consumers Long Distance Carriers.***

***Notification of GC Pivotal, LLC Pursuant to 47 C.F.R. §64.1120(e)
Docket: CC Docket No. 00-257***

Dear Ms. Dortch:

On behalf of GC Pivotal, LLC., Global Capacity Group, Inc. and Global Capacity Direct, LLC, pursuant to Section 64.1120(c) of the Commission's Rules, 47 C.F.R. §64.1120(e), this letter notifies the Commission of an upcoming transaction that will result in the transfer of customers to GC Pivotal, LLC, from Global Capacity Group, Inc. and Global Capacity Direct, LLC., (Collectively referred to as the "Parties") pursuant to a sale of assets.

Names of the Parties to the Acquisition: The Customer transfers are the result of the GC Pivotal, LLC, acquisition of telecommunication assets from Global Capacity Group, Inc. and Global Capacity Direct, LLC, under a certain Asset Purchase Agreement approved by the Court in transferors' bankruptcy proceeding, and as provided in that certain Bankruptcy Order Approving Sale entered January 26, 2011.

Date of Transfer: The transfer of customers will occur on or before May 13, 2011, or as soon thereafter once all necessary regulatory approvals have been obtained.

Types of Telecommunication Services Provided to Affected Customers: The customers affected by the acquisition are large enterprise customers and other carriers. The customers receive Private Line, Ethernet, Dedicated Internet Access and network management services.

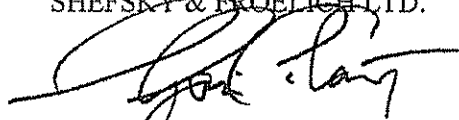
Certification of Compliance: Attached hereto is the certificate of GC Pivotal required under Section 64.1120(e)(1) of the Commission's rules.

Notice Sent to Affected Customers: Notice was provided to the Customers of Global Capacity Group, Inc. and Global Capacity Direct, LLC, via letter dated April 13, 2011, to their billing address or customer provided email address for notifications. Immediately following completion of the acquisition, all customers will receive identical service from GC Pivotal, at the same rates, terms and conditions as they currently receive.

Please contact the undersigned with any additional questions or requests for clarification.

Respectfully submitted,

SHEFSKY & FROELICH LTD.



M. Gavin McCarty
Counsel for Global Capacity Group, Inc., Global
Capacity Direct, LLC and GC Pivotal, LLC

MGM/ds/Self-Certification Letter - FCC Slamming
Enclosures

CERTIFICATION

On behalf of GC Pivotal, LLC, and in accordance with Section 64.1120 of the Commission's rules, 47 C.F.R. §64.1120, I hereby certify under penalty of perjury that I have read the foregoing notification and the statements contained therein are true, complete and correct to the best of my knowledge. I further certify that, with respect to the transfer of customers from Global Capacity Group, Inc. and Global Capacity Direct, LLC., the Parties have complied with the Commission's requirements to provide advance customer notice in accordance with Section 64.1120(e)(3), with the obligations specified in that notice, and with other statutory and Commission requirements that apply to this streamlined process.

I certify under penalties of perjury that the foregoing is true and correct.

By: 

Name: Richard Garner

Title: Secretary, Treasurer – GC Pivotal, LLC.

Date: April 13, 2011



GLOBALCAPACITY

Smarter Solutions. Simpler World.

200 S. Wacker Drive, Suite 1650
Chicago, Illinois 60606

+ 1 312 673 2400 phone
+1 312 673 2422 fax

www.globalcapacity.com

IMPORTANT INFORMATION REGARDING YOUR TELECOMMUNICATIONS SERVICE.

Dear Customer:

April 14, 2011

We are writing to inform you that beginning on or about May 17, 2011, the service currently provided to you by either Global Capacity Group Inc. or Global Capacity Direct, LLC (each, the "Company" and together, the "Companies")¹ will be provided by GC Pivotal, LLC ("GCP"). Although the legal identity of your service provider will change, you will continue to receive service under the same rates, terms, and conditions, and without interruption.

What does this mean?

Your services will not be affected during the transition. Be assured this change will be beneficial to you. You will continue to receive your existing services at the same rates, terms and conditions of service as at present. If any future changes to the rates, terms and conditions of service are made, those changes and notice will be made consistent with legal requirements and your terms of service.

When will the change occur?

The parties anticipate that the transfer will occur on or about May 17th, 2011, but no later than August 8th, 2011, once the regulatory approvals have been obtained. Beginning on or after that date, GCP will be providing your service and the Company will no longer be your carrier.

You do have the right to select a different provider of service, although you will be and remain responsible for any applicable early contract termination charges or other applicable fees under your current terms of service. Your services will be transferred even if you have arranged a preferred carrier freeze through your local service provider, unless you have selected a different carrier prior to the effective date. GCP will be responsible for any carrier changes associated with the transfer. If you wish to place a new preferred carrier freeze, you must contact your local service provider to make those arrangements. The Company will handle any inquiries or complaints regarding this transfer. You can contact the Company toll free at (866) 226-4244. Please note, this advance written notice is provided to you in order to comply with Part 6, Subpart C of Title 47, §64.1120(e) of the Code of Federal Regulations.

Thank you for your continued business.

Sincerely,
[GC Pivotal, LLC]

¹ The Companies provide interstate domestic and international services pursuant to Section 214 of the Communications Act of 1934 under licenses held by Global Capacity Holdco, LLC, ITC-ASG-20100521-00202 and ITC-ASG-20100521-00203

Exhibit B

Customer Notification Letter

**IMPORTANT INFORMATION REGARDING YOUR
TELECOMMUNICATIONS SERVICE**

[DATE]

Dear Customer:

We are writing to inform you that beginning on or about [CLOSING DATE] the service currently provided to you by Vanco Direct USA, LLC (the "Company") will be provided by GC Pivotal, LLC ("GCP"). Although the legal identity of your service provider will change, you will continue to receive service under the same rates, terms, and conditions, and without interruption. No fees will be charged to you associated with changing service to GCP.

What does this mean?

Your services will not be affected during the transition. Be assured this change will be beneficial to you. You will continue to receive your existing services at the same rates, terms and conditions of service as at present. If any future changes to the rates, terms and conditions of service are made, a thirty (30) day notice will be provided to you that may impact you up to 90 days after the transfer.

When will the change occur?

The parties anticipate that the transfer will occur on or about [CLOSING DATE] once the regulatory approvals have been obtained. Beginning on or after that date, GCP will be providing your service and the Company will no longer be your carrier.

You do have the right to select a different provider of service, although you will be and remain responsible for any applicable early contract termination charges or other applicable fees under your current terms of service. Your services will be transferred even if you have arranged a preferred carrier freeze through your local service provider, unless you have selected a different carrier prior to the effective date. If you wish to place a new preferred carrier freeze, you must contact your local service provider to make those arrangements. The Company will handle any inquiries or complaints regarding this transfer. You can contact the Company toll free at (866) 226-4244. Please note, this advance written notice is provided to you in order to comply with Part 6, Subpart C of Title 47, §64.1120(e) of the Code of Federal Regulations.

Thank you for your continued business.

Sincerely,
[GC Pivotal, LLC]

Exhibit C

\$20,000.00 Original Surety Bond

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: CMS239540

WHEREAS, GC Pivotal, LLC (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, RLI Insurance Company (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 11th day of April, 2011, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

GC Pivotal, LLC
Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

Name: F. Francis Kaja
Title: President

SURETY

RLI Insurance Company
Name of Surety

9025 North Lindbergh Drive, Peoria, IL 61615
Address of Surety

SIGNATURE OF SURETY AGENT

Name: Patricia M. Doyle
Title: Attorney-in-Fact

Address of Surety Agent:
200 East Randolph, 12th Floor
Chicago, IL 60601

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

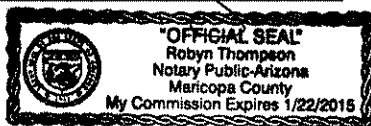
STATE OF Arizona
COUNTY OF Maricopa

Before me, a Notary Public of the State and County aforesaid, personally appeared F. Francis Najafi with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of GC Pivotal, LLC, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 12th day of April, 2011.

My Commission Expires:

January 22, 2015



Robyn Thompson
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF Illinois
COUNTY OF Cook

Before me, a Notary Public of the State and County aforesaid, personally appeared Patricia M. Doyle with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of RLI Insurance Company, the within named Surety, a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 11th day of April, 2011.

My Commission Expires:

5/2/2012, ~~2008~~



Triniy Garcia
Notary Public Triniy Garcia

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this _____ day of _____, 2011.

Name:
Title:



RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Robert E. Duncan, Sandra M. Martinez, Kathleen J. Majles, Susan A. Welsh, Karen L. Daniel, Linda M. Iser, Joellen M. Mendoza,
Patricia M. Doyle, Marcia K. Cesafsky, Sandra M. Nowak, Christopher P. Troha, David J. Roth, jointly or severally.

in the City of Chicago, State of Illinois its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 11th day of March, 2011.



RLI Insurance Company

By: [Signature]
Roy C. Die Vice President

State of Illinois }
County of Peoria } SS

On this 11th day of March, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: [Signature: Cherie L. Montgomery]
Cherie L. Montgomery Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 11th day of April, 2011.

RLI Insurance Company

By: [Signature]
Roy C. Die Vice President

1220371030110

A0058707