STATE OF SOUTH CAROLINA

(Caption of Case)

Application of Grasshopper Group, LLC
For a Certificate of Public Convenience and
Necessity to Provide Resold
Interexchange Telecommunications
Services in the State of South Carolina

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET NUMBER: 2010 - ____ - C

(Please type or print)
Submitted by: John J. Pringle, Jr.

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ **Emergency Relief demanded in petition**

☐ **Request for item to be placed on Commission's Agenda expeditiously**

☐ **Other:**

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
☐ Electric	☐ Affidavit	☐ Letter	☐ Request
☐ Electric/Gas	☐ Agreement	☐ Memorandum	☐ Request for Certification
☐ Electric/Telecommunications	☐ Answer	☐ Motion	☐ Request for Investigation
☐ Electric/Water	☐ Appellate Review	☐ Objection	☐ Resale Agreement
☐ Electric/Water/Telecom.	☒ Application	☐ Petition	☐ Resale Amendment
☐ Electric/Water/Sewer	☐ Brief	☐ Petition for Reconsideration	☐ Reservation Letter
☐ Gas	☐ Certificate	☐ Petition for Rulemaking	☐ Response
☐ Railroad	☐ Comments	☐ Petition for Rule to Show Cause	☐ Response to Discovery
☐ Sewer	☐ Complaint	☐ Petition to Intervene	☐ Return to Petition
☒ Telecommunications	☐ Consent Order	☐ Petition to Intervene Out of Time	☐ Stipulation
☐ Transportation	☐ Discovery	☐ Prefiled Testimony	☐ Subpoena
☐ Water	☐ Exhibit	☐ Promotion	☐ Tariff
☐ Water/Sewer	☐ Expedited Consideration	☐ Proposed Order	☐ Other:
☐ Administrative Matter	☐ Interconnection Agreement	☐ Protest	
☐ Other:	☐ Interconnection Amendment	☐ Publisher's Affidavit	
	☐ Late-Filed Exhibit	☐ Report	

Print Form Reset Form

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of the Application of	)	
	)	
GRASSHOPPER GROUP, LLC	)	
	)	**Docket No. _____**
For a Certificate of Public Convenience and	)	
Necessity to Provide Resold	)	
Interexchange Telecommunications	)	
Services in the State of South Carolina and	)	
For Alternative Regulation of its	)	
Interexchange Offerings	)	

APPLICATION OF GRASSHOPPER GROUP, LLC

Grasshopper Group, LLC ("Grasshopper" or "Applicant"), by counsel, and pursuant to S.C. Code Ann. §58-9-280, respectfully requests that the South Carolina Public Service Commission (the "Commission") grant this Application for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications service throughout the State of South Carolina. In addition, the Applicant also requests that the Commission regulate its intrastate interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. Grasshopper further requests, pursuant to R. 103-601(3) of the Commission's rules, that the Commission waive application to it of certain Commission rules, as outlined herein.

Grasshopper proposes to offer resold interexchange services to customers throughout the geographic territory of South Carolina. Grasshopper anticipates that its customers will be primarily, though not exclusively, business customers. Approval of this application will promote the public interest by providing its subscribers with cost

advantages realized through the provision of competitive telecommunications services. Applicant's service will necessarily utilize existing carrier communications facilities more efficiently through increased usage and the addition of innovative, enhanced features. Telecommunications carriers will be empowered to provide more efficient and reliable services at lower prices, thereby benefiting consumers. Moreover, the provision of a wider range of telecommunications service will bolster the State's economic health.

In support of its Application, Grasshopper respectfully submits as follows:

1. **The name and address of the Applicant are:**

Grasshopper Group, LLC
197 1st Avenue, Suite 200
Needham, Massachusetts 02494
Telephone: 800-820-8210
Facsimile: 866-466-1618
E-mail: www.grasshopper.com

2. **All correspondence, notices, inquiries and other communications regarding this application should be addressed to:**

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
P. O. Box 2285
Columbia, SC 29202
Telephone: (803) 343-1270
Fax: (803) 799-8479

With copies to:

Michael P. Donahue
Helein & Marashlian, LLC
The *Comm*Law Group
1420 Spring Hill Road
Suite 205
McLean, VA 22102
Telephone: (703) 714-1319
Fax: (703) 714-1330
Email: mpd@commlawgroup.com

3. **Contact person regarding ongoing operations of the Company is:**

Dominic Shiavone, COO
Grasshopper Group, LLC
197 1st Avenue, Suite 200
Needham, Massachusetts 02494
Telephone: 617-396-8210
Facsimile: 866-466-1618
Email: dschiavone@grasshopper.com

4. Description of Applicant

Grasshopper is a limited liability company formed under the laws of the Commonwealth of Massachusetts. A copy of Grasshopper's Articles of Organization, as well as a copy of Grasshopper's Certificate of Authority to Transact Business in the State of South Carolina, is attached hereto as **Exhibit A.** Applicant is presently authorized to provide interexchange long distance telecommunications services in the States of Colorado, District of Columbia, Florida, Georgia, Michigan, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Texas, Utah, Virginia and Washington. Grasshopper also has applications presently pending in the states of Arizona, California, Illinois, Maryland and Massachusetts.

Grasshopper expects to file in the near future applications for authority to provide long distance telecommunications services in the remaining contiguous United States. Applicant has not had an application denied or rejected in any jurisdiction.

5. Officers and Directors and Legal Counsel

Applicant's officers, directors and legal counsel are identified at **Exhibit B** hereto.

6. Customer Service

Grasshopper understands the importance of effective customer service for its customers. Grasshopper has made arrangements for its customers to call the company at its toll-free customer service number, (800) 820-8210. In addition, customers may contact the company in writing at the headquarters address, as well as via e-mail at

noc@grasshopper.com. The toll free number will be printed on the customer's monthly billing statements. The South Carolina contact person knowledgeable about Grasshopper's operations, and who will also respond to ongoing Commission inquiries concerning tariffing, billing issues and customer complaints, is Dominic Schiavone. Mr. Schiavone can be contacted electronically at dschiavone@grasshopper.com or telephonically at (617) 396-5700.

7. Financial Ability

The financial statements of Grasshopper demonstrate that Applicant's financial strength is sufficient to enable it to provide and maintain service in the State of South Carolina. Grasshopper does not intend to construct facilities, other than equipment to be installed in existing buildings or structures, or to purchase facilities. Applicant anticipates satisfying its cash flow obligations from revenues from its South Carolina operations and is well positioned ensure the continued provision of reliable telecommunications service to South Carolina residents. Applicant's financial statements, for which confidential treatment is requested, are attached hereto as **Exhibit C**.

8. Managerial and Technical Ability

Grasshopper has the managerial and technical capability to provide high quality local and interexchange telecommunications services within and throughout the State of South Carolina. Profiles of the experience of key members of Grasshopper's senior management team are attached as **Exhibit D**.

9. Description of Services Offered and Proposed Service Territory

Grasshopper seeks authority to provide long distance telecommunications services to subscribers throughout the State of South Carolina on a resold basis. Grasshopper is a retail service provider of integrated phone service solutions, voicemail processing and

other enhanced services to business end-users. Grasshopper provides business end-users toll-free and local access numbers to facilitate call conferencing/bridging and long distance service to access enhanced features provided through a Virtual Private Branch Exchange System. Grasshopper's long distance services are provided through local exchange and/or other connecting carriers from whom Grasshopper leases underlying facilities and other services.

The numbers Grasshopper resells do not provide dial tone (*i.e.*, they only receive incoming calls). Grasshopper proposes to offer business customers resold switch-based intrastate, interstate and international long distance services, including:

- Switched inbound toll-free (8XX)
- Dedicated inbound toll-free (8XX)
- Inbound long distance
- Call Conferencing

Grasshopper does *not* propose to provide alternative operator services nor require advanced payments or deposits. Grasshopper will not be constructing any facilities for the purpose of providing interexchange services.

10. Public Interest and Need

The granting of Grasshopper's application is consistent with S.C. Code Ann. § 58-9-280(B), and, in that regard, Grasshopper makes the following representations to the Commission:

1. Grasshopper possesses the requisite technical, financial and managerial resources sufficient to provide the services requested;
2. Grasshopper's services will meet service standards required by the Commission;
3. The provision of services by Grasshopper will not adversely impact the availability of affordable telecommunications service;

4. Grasshopper, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and

5. The provision of services by Grasshopper will not adversely impact the public interest.

Grant of Grasshopper's Application for a Certificate of Public Convenience and Necessity to provide the service described within this Application is in the public interest and will serve the public convenience and necessity. The public interest will be served by expanding the availability of competitive telecommunications services and enhanced telecommunications infrastructure in the State of South Carolina, thereby facilitating economic development. Authorizing Grasshopper to enter the telecommunications service market will increase the competitive choices available, and in turn create incentives for all carriers to lower prices, provide new and better quality services, and be more responsive to customer issues and demands.

11. Waivers and Regulatory Compliance

Grasshopper requests that, pursuant to Rule 103-601(3), the Commission grant it a waiver of those regulatory requirements that are inapplicable to Grasshopper's services because compliance with such rules would cause Grasshopper unusual hardship.[1] Specifically, Grasshopper requests a waiver of the following Commission Rules:

Rule 103-610: requiring a utility to maintain its records in the State of South Carolina. Grasshopper is headquartered in Massachusetts. As a result, it would be impractical for Grasshopper to maintain separate records in South Carolina. If the

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[1] S.C. Code Regs. § 103-601(3). ("In any case where compliance with any of these rules and regulations introduces unusual difficulty or where circumstances indicate that a waiver of one or more rules or regulation is otherwise appropriate, such rule or regulation may be waived by the commission upon a finding by the commission that such a waiver is not contrary tothe public interest.")

Commission determines it is necessary to review Grasshopper's books, Grasshopper will provide this information to the Commission upon request or will bear the cost of any out-of-state travel expenses incurred by Commission staff.

Rule 103-612-2.3: requiring utilities to file operating area maps with the Commission. Grasshopper proposes to provide interexchange telecommunications services statewide, and primarily in the service areas of incumbent local exchange carriers. Maps defining those areas are already on file with the Commission.

Such waivers have been granted under similar circumstances, and Grasshopper respectfully requests that the Commission similarly grant the aforementioned waivers in the context of this Application.

12. Alternative Regulation of Business Service Offerings

Grasshopper requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant's intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States. Specifically, Applicant requests:

a) removal of maximum rate tariff requirements for its business services, consumer card, operator service[2], and future private line, and customer network-type offerings;

[2] Excepting those operator-assisted calls where a consumer uses a local exchange carrier's calling card to complete calls from locations which have not selected the local exchange carrier as their toll provider. Operator surcharges and per-minute rates for this type of call were capped by Order No. 2001-997 dated November 8, 2001.

b) that tariff filings for these uncapped offerings are presumed valid upon filing. If the Commission institutes an investigation of a particular filing within seven days, the tariff filing will be suspended until further order of the Commission; and

c) any relaxation in the reporting requirements that may be adopted for AT&T shall apply to the Applicant also.

CONCLUSION

This Application clearly demonstrates that Grasshopper possesses the requisite technical, financial and managerial qualifications to provide resold telecommunications services throughout the State of South Carolina. Furthermore, granting this Application for a Certificate of Public Convenience and Necessity will promote the public interest, comport with the public convenience and necessity, and meet pertinent legal and regulatory requirements for such applications.

WHEREFORE, Grasshopper respectfully requests that the Commission issue it a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services throughout the State of South Carolina, and for alternative regulation of its long distance business service offerings, as proposed herein and set forth in the attached tariff. Grasshopper also requests that the Commission grant the waivers requested herein, and grant such other relief as is just and proper.

Respectfully submitted,

GRASSHOPPER GROUP, LLC

By: _____

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
P. O. Box 2285
Columbia, SC 29202
Telephone: (803) 343-1270

Michael P. Donahue
Helein & Marashlian, LLC
The *Comm*Law Group
1420 Spring Hill Road
Suite 205
McLean, VA 22102
Telephone: (703) 714-1319

Dated: February 22, 2010
Columbia, South Carolina

GRASSHOPPER GROUP, LLC

SCHEDULE OF EXHIBITS

Exhibit A	Articles of Organization/ Certificate of Authority to Transact Business
Exhibit B	Grasshopper Officers, Directors and Legal Counsel
Exhibit C	Financial Information
Exhibit D	Biographies of Key Personnel
Exhibit E	Proposed Long Distance Tariff
Exhibit F	Proposed Notice of Filing

Exhibit A

Articles of Organization
Certificate of Authority to Transact Business

FILED

DEC 0 4 2002

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

CERTIFICATE OF ORGANIZATION OF GOTVMAIL COMMUNICATIONS, LLC

This Certificate of Organization of GotVMail Communications, LLC (the "Company") is being executed by the undersigned pursuant to Sections 12 and 15 of the Massachusetts Limited Liability Company Act for the purpose of forming a limited liability company under that Act.

I. Name. The name of the Company is GotVMail Communications, LLC.

II. Office. The address of the Company in the Commonwealth of Massachusetts is c/o Siamak Taghaddos, 428 Dudley Road, Newton, MA 02459.

III. General Character of Business. The Company will engage in the business of providing communications services; and in any and all activities and transactions permitted by law as may be necessary or advisable in connection with such business, and the Company may engage in any other business activity permitted by law.

IV. Date of Dissolution. The Company shall have no fixed date on which it shall dissolve.

V. Name and Address of the Managers. The Manager of the Company is Siamak Taghaddos, 428 Dudley Road, Newton, MA 02459.

VI. Name and Address of Resident Agent. The name and address of the agent for service of process required to be maintained by law is Matthew S. Gilman, c/o Brown Rudnick Berlack Israels, LLP, Boston, Massachusetts 02111.

VII. Name and Address of Authorized Signatory. In addition to the Manager named above, Matthew S. Gilman is authorized to execute documents to be filed with the Secretary of State of the Commonwealth of Massachusetts and is authorized to execute, acknowledge, deliver and record any recordable instrument.

IN WITNESS WHEREOF, the undersigned, being authorized to execute this document, has caused this Certificate of Organization to be executed as of this 4th day of December, 2002.

Siamak Taghaddos

#1145982

818257

Ck.# 1075

The Commonwealth of Massachusetts
Limited Liability Company
(General Laws, Chapter 156C)

Filed this 4th day of December, 2002.

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

Maura toler

Phone: 1-617-856-8390

FILED 021 034 035 037

MAY 04 2009

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

CERTIFICATE OF AMENDMENT
OF
GOTVMAIL COMMUNICATIONS, LLC

Pursuant to the provisions of the Massachusetts Limited Liability Company Act, the undersigned hereby certifies as follows:

I. Federal Employer I.D. No. The federal employer identification number of the limited liability company is [redacted].

II. Name. The name of the limited liability company is GotVMail Communications, LLC.

III. Original Certificate of Organization. The original Certificate of Organization ("Original Certificate") of the limited liability company was filed on December 4, 2002.

IV. Name of the Managers. The Managers of the limited liability company are Siamak Taghaddos, Mohammad Taghaddos and David Hauser.

V. Name and Business Address of Authorized Signatory. The Managers and each one of them acting alone are authorized to execute documents to be filed with the Secretary of State of the Commonwealth of Massachusetts.

VI. Amendment to Original Certificate. The Original Certificate, as amended, is hereby amended as follows:

- Name of Company: The name of the limited liability company is changed from GotVMail Communications, LLC to Grasshopper Group, LLC, and the name "Grasshopper Group, LLC" shall replace the name "GotVMail Communications, LLC" in each place where the name GotVMail Communications, LLC appears in the Original Certificate, including in the preamble and Article I of the Original Certificate;

- Name of Managers: The Manager of the Company is Siamak Taghaddos; and

- Name and Business Address of Authorized Signatory: In addition to the Manager, Matthew S. Gilman, c/o Pepper Hamilton LLP, 125 High Street, Oliver Street Tower, 15th Floor, Boston, Massachusetts 02110, is authorized to execute documents to be filed with the Secretary of State of the Commonwealth of Massachusetts and is authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property.

IN WITNESS WHEREOF, the undersigned, being authorized to execute this document, has caused this Certificate of Amendment to be executed as of this 1 day of May 2009.

Siamak Taghaddos, President and Manager,
duly authorized

#10872362 v1

2009 MAY -5 AM 11:19
CORPORATION DIVISION

Check/Voucher # 9202

1084329 The Commonwealth of Massachusetts
Limited Liability Company
(General Laws, Chapter 156C)

FILED

MAY 04 2009

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

Filed this 4 day May

William Francis Galvin
Secretary of the Commonwealth

Name Matthew Gilman

Phone 617-204-5100

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

GRASSHOPPER GROUP, LLC, A Limited Liability Company duly organized under the laws of the State of MASSACHUSETTS, and issued a certificate of authority to transact business in South Carolina on October 26th, 2009, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
26th day of October, 2009.

Mark Hammond

Mark Hammond, Secretary of State

Exhibit B

Officers, Directors and Legal Counsel

Grasshopper Group, LLC
Managers/Members

Managers:

Siamak Taghaddos, Chief Executive Officer
75 Cambridge Parkway
Cambridge, Massachusetts 02142

David Hauser, Chief Technology Officer
1 Avery Street
Boston, Massachusetts 02111

Dominic Schiavone, Chief Operating Officer
197 1st Avenue, Suite 200
Needham, Massachusetts 02494

Members:

Siamak Taghaddos, Chief Executive Officer
75 Cambridge Parkway
Cambridge, Massachusetts 02142

David Hauser, Chief Technology Officer
1 Avery Street
Boston, Massachusetts 02111

Mohammed Taghaddos
3366 Scadlock Lane
Sherman Oaks, California 91403

Legal Counsel

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
P. O. Box 2285
Columbia, SC 29202
Telephone: (803) 343-1270

Regulatory Counsel:

Michael P. Donahue
Helein & Marashlian, LLC
The *Comm*Law Group
1420 Spring Hill Road
Suite 205
McLean, VA 22102
Telephone: (703) 714-1319

Exhibit C

Financial Information

CONFIDENTIAL AND PROPRIETARY INFORMATION

Exhibit D

Biographies of Key Personnel

Grasshopper Group, LLC

Management Bios

Siamak Taghaddos
Co-founder and Chief Executive Officer
Siamak Taghaddos oversees the strategic direction of Grasshopper and serves as the company's marketing and creative visionary. A life-long student of branding, Siamak could be described as a one-man, full-service ad agency. Fortunately, his passion for creating effective marketing campaigns is grounded by his desire to create outstanding products and services that truly empower his fellow entrepreneurs. Prior to Grasshopper CEO, Siamak launched a successful communications company serving mobile professionals throughout the United States. He also worked extensively with College Coach, LLC, a Boston-based educational consulting firm, to develop highly targeted, strategic marketing campaigns aimed at the elusive youth market. Siamak has served as a panelist at Harvard Business School, has been a guest speaker at Loyola University School of Business, and serves as a judge for numerous Babson entrepreneurship competitions. Siamak was born in Iran and raised in Boston. He graduated from Babson College with a Bachelor of Science in Entrepreneurship and Marketing. He is also a student of Sun Tzu.

Career Highlights

- Inc. | One of youngest CEOs to be named to Inc.'s List of 500 Fastest-Growing Private Companies in America
- CNN | Featured as part of the series "Young People Who Rock"
- BusinessWeek | One of "Top 5 Entrepreneurs Under 25"
- American Venture Magazine | One of "40 Under 40" young entrepreneurial leaders
- Boston Business Journal | Named one of "40 Under 40" business leaders
- Entrepreneur | Named a small business "Power Player"
- U.S. Small Business Administration | Selected as "Massachusetts Young Entrepreneur of the Year"
- Featured in the Boston Globe, Wall Street Journal, Fox Business, and other media

David Hauser
Co-founder and Chief Technology Officer
David Hauser oversees the strategic direction and operations of Grasshopper and serves as the company's technology visionary. A passionate technologist, he's the guy you go to when you have a question about how the universe operates (or if you simply want to consult his encyclopedic inner search engine). As champion of the company's Core Values and work culture, he strives to create an environment that is professionally and personally rewarding for all employees. David leads multiple departments across Grasshopper including Labs, Engineering, Network Operations, and overall company Operations. A technology start-up veteran, David was co-founder of Return Path, an e-

mail performance management company, and founder of WebAds360, an ad-serving technology provider for small and mid-sized businesses. David's strong entrepreneurial spirit has allowed him to serve as a consultant for various companies as well as a mentor to emerging entrepreneurs through his alma mater, Babson College. David is an Entrepreneurs' Organization (EO) Board Member, and a Member of the Global Advisory Board for Students for the Advancement of Global Entrepreneurship (SAGE). He also judges several young entrepreneur competitions each year. David was born and raised in New York City. David graduated from Babson College with a Bachelor of Science in Business. He also enjoys long walks on the beach.

Career Highlights

- Inc. | One of youngest co-founders to be named to Inc.'s List of 500 Fastest-Growing Private Companies in America
- CNN | Featured as part of the series "Young People Who Rock"
- BusinessWeek | One of "Top 5 Entrepreneurs Under 25"
- American Venture Magazine | One of "40 Under 40" young entrepreneurial leaders
- Entrepreneur | Named a small business "Power Player"
- U.S. Small Business Administration | Selected as "Massachusetts Young Entrepreneur of the Year"
- Featured in multiple publications including the Boston Globe, Business Week and the Wall Street Journal

Dominic (Don) Schiavone
Chief Operating Officer

Don oversees Grasshopper's enterprise-wide operational processes to create outstanding customer experience and foster tremendous growth. Don boasts a 17-year track record of helping businesses of all sizes scale their operational processes. Before joining Grasshopper, Don was the Co-Founder and Managing Partner of Sagebridge Consulting, LLC, which develops web solutions for entrepreneurs and small businesses. Don also served as Vice President of Professional Services for Granitar Inc., a top-tier Internet consulting firm, where he provided technology solutions to Fortune 1000 clients including State Street Bank, Fidelity, Amtrak, New York Times Digital, and Standard & Poors. In addition, he has held leadership positions at firms such as Mitchell Madison Group, Siemens, Westinghouse, and IBM. Don combines his technical and operational expertise with a passionate, business-driven perspective. He holds a Bachelor of Science degree in Computer and Electrical Engineering from Clarkson University and an MBA from The Wharton School of the University of Pennsylvania.

Exhibit E
Proposed Interexchange Telecommunications Services Tariff

INTEREXCHANGE SERVICE

Grasshopper Group, LLC

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

Regulatory Contact:

Dominic Schiavone, COO
Grasshopper Group, LLC
197 1st Avenue
Suite 200
Needham, Massachusetts 02494
Telephone: (800) 820-8210

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **Grasshopper Group, LLC,** with principal offices at 197 1st Avenue, Suite 200, Needham, Massachusetts 02494.

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

INTEREXCHANGE SERVICE

CHECK SHEET

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

PAGE NO.	REVISION	PAGE NO.	REVISION
1	Original*		
2	Original*		
3	Original*		
4	Original*		
5	Original*		
6	Original*		
7	Original*		
8	Original*		
9	Original*		
10	Original*		
11	Original*		
12	Original*		
13	Original*		
14	Original*		
15	Original*		
16	Original*		

Dominic Schiavone, Vice President
Grasshopper Group, LLC
187 1st Avenue, Suite 200
Needham, Massachusetts 02494

INTEREXCHANGE SERVICE

TABLE OF CONTENTS

Check Sheet 2

Table of Contents 3

Symbols 4

Tariff Format 4

SECTION 1 - Definitions 5

SECTION 2 - Rules and Regulations 6

SECTION 3 - Description of Service & Rates 14

SECTION 4 - Rates 16

Dominic Schiavone, Vice President
Grasshopper Group, LLC
187 1st Avenue, Suite 200
Needham, Massachusetts 02494

INTEREXCHANGE SERVICE

SYMBOLS

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

(C) - Change in Rule or Regulation.

(D) - Delete or discontinue.

(I) - Change resulting in an increase to a customer's bill.

(M) - Moved from or to another tariff location.

(N) – New.

(R) - Change resulting in a reduction to a customer's bill.

(T) - Change in text or regulation.

TARIFF FORMAT

A. Page Numbering – Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff.

B. Page Revision Numbers – Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 14 cancels 3rd Revised Page 14.

C. Paragraph Numbering Sequence – There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)

D. Check Sheets – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The check sheet lists the pages 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 this page 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 page is the most current page on file with the Commission.

Dominic Schiavone, Vice President
Grasshopper Group, LLC
187 1st Avenue, Suite 200
Needham, Massachusetts 02494

INTEREXCHANGE SERVICE

SECTION 1 - DEFINITIONS

Call – A completed connection established between a Calling Station and a Called Station.

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

Commission – Refers to the South Carolina Public Service Commission.

Customer - A person, firm or corporation, or other entity which purchases or uses the Company's Services and is responsible for the payment of charges and/or compliance with tariff regulations.

ORS – Refers to the South Carolina Office of Regulatory Staff

Service or Services – The services of Grasshopper Group, LLC, described in Section 3 of this Tariff.

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

Dominic Schiavone, Vice President
Grasshopper Group, LLC
187 1st Avenue, Suite 200
Needham, Massachusetts 02494

INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications at specified points within the state of South Carolina under terms of this tariff.

The Company operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Customer is responsible for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when the Customer is using the Services in violation of provisions of this tariff, or in violation of the law or South Carolina Regulation 103-625.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4 All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of services or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.3 Use

Services provided under this Tariff may be used for any lawful purpose consistent with the transmission and switching parameters of telecommunications facilities utilized in the provision of Services. The Services may be used solely to transmit communications of the Customer in a manner consistent with the terms and conditions of this Tariff and the policies and regulations of the Commission. The Services are furnished subject to the condition that they will be used only for authorized and lawful purposes by the Customer. The use of the Company's Service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited. The use of the Company's Service without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false credit cards is prohibited. The Company's Services are available for use twenty-four hours per day, seven days per week.

2.4 Liabilities of the Company

2.4.1 Limitation of Liability: In no event shall the company, its parents, subsidiaries, affiliates or their respective members, managers, directors, officers, employees, stockholder, or agents be liable for any damages, including but not limited to direct, compensatory, indirect, incidental, consequential, special, exemplary or punitive damages (including, without limitation, damages for loss of profits, business interruption, loss of information) for: (1) any injuries to persons or property arising from use of the services, or any equipment used in connection with the services; (2) Customer's inability to use the services; (3) Customer's misuse of the service; (4) nonperformance or a failure of the services caused by acts or omissions of another service provider; (5) equipment or software failure or modification; (6) telecommunications or computer equipment failures, or (7) acts of God or other causes beyond the Company's control. The foregoing shall even if the Company has been advised of the possibility of such damages.

2.4.2 No Warranties: The services provided under this Tariff are provided "as is." The Company makes no warranties regarding the services whatsoever and disclaims any and all express or implied warranties of any kind, including any warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose, or warranties arising by course of dealing or custom or trade. The Company does not authorize anyone to make a warranty of any kind on the Company's behalf and Customer should not rely on any such statement.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.4 Liabilities of the Company (Cont'd)

2.4.3 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.

2.4.4 The Company shall be indemnified and held harmless by the Customer against:

(A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.

(B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.5 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed on Customer bills as separate line items and are not included in the quoted rates.

2.6 Billing and Payment

2.6.1 Customer is responsible for paying all charges on its account for services provided by the Company, including, but not limited to, long distance, directory assistance charges, regulatory and government fees, and for all taxes and surcharges, including regulatory recovery fees, imposed on the services or the Company as a result of Customer's use of the services. The Company collects any applicable initiation fees and monthly recurring charges automatically in advance of the month of usage. Customer will also be billed for additional minutes used (which exceed the number of calling minutes in the Customer's plan), either in the month following such usage or upon the usage of an additional 1000 minutes, whichever comes first. Usage charges are billed in arrears.

2.6.2 Any objection to billed charges should be promptly reported to the Company. Notice of any disputes must be in writing and received by the Company within thirty (30) days after the invoice date or the dispute will be waived. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Customer must pay all undisputed amounts in full to avoid late payment charges or default.

2.6.3 Company will charge a late payment charge on any amounts unpaid by the due date of the lesser of: (1) 1.5% per month or 18% per annum or (2) the highest amount allowed by law.

2.6.4 The Company will bill Customer's credit card on the date payment is due or if a Customer exceeds its threshold billing level. If the card fails, the Company will provide notice to the Customer by electronic mail and will attempt to bill the Customer's card as follows:

Due date + 1 day – The Company will attempt to bill the card, if the card fails, the Company will advise the Customer by electronic mail;
Due date + 6 days – The Company will attempt to bill the card, if the card fails, the Company will advise the Customer by electronic mail;
Due date +14 days – The Company will attempt to bill the card, if the card fails, the Company will advise the Customer by electronic mail;
Due date + 21 days - The Company will attempt to bill the card, if the card fails, the Company will cancel the account and send notice to the Customer via electronic mail.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.7 Disconnection of Service by Carrier

The Company, upon 5 working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.7.1 If Customer fails to remit by the due date any sum due to carrier for regulated service.

2.7.2 A violation of any regulation governing the service under this tariff.

2.7.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.7.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

2.8 Disconnection of Service by Customer

The Customer may terminate service at any time upon one (1) day written notice.

2.9 Deposits

The Company does not require a deposit from the Customer.

2.10 Advance Payments

The Company collects initiation fees and monthly recurring charges in advance of the month of usage.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.11 Restoration of Service

The Company will provide or restore the Services when the Customer is in compliance with the provisions of this Tariff and all applicable laws, rules, regulations and policies of pertinent government authorities and the Company determines that the Services can be provided without undue risk to the Company or the Services provided to other Customers of the Company.

2.12 Customer Service and Billing Inquiries

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

Grasshopper Group, LLC
187 1st Avenue, Suite 200
Needham, Massachusetts 02494
Toll-Free: (800) 820-8210

Customers who are dissatisfied with the response to their complaint may contact the Office of Regulatory Staff ("ORS") for resolution of the issues at the following address:

South Carolina Office of Regulatory Staff
Consumer Services Division
1441 Main Street, Suite 300
Columbia, SC 29201
(803) 737-5230
1-800-922-1531

INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.12 Customer Service and Billing Inquiries (Cont'd.)

2.12.1 Company Response to Customer Complaints

The Company shall promptly respond to Customer complaints. The Company shall:

2.12.1.A Receive trouble reports twenty-four (24) hours a day and all other complaints during normal business hours, without toll or any other charge.

2.12.1.B Investigate all Customer complaints fully and promptly.

2.12.1.C Handle all Customer complaints in an efficient and courteous manner.

2.12.1.D Advise a Customer who has exhausted the Company's internal procedures and expresses dissatisfaction with the Company's resolution of the issue of the Customer's right to have the complaint considered and reviewed by the Commission, providing the Commission's address and telephone number for the Customer's convenience.

2.12.1.E Investigate and respond within thirty (30) days to any Customer complaint transmitted by the Commission to the Company, either by letter or by telephone.

2.12.1.F Maintain an accurate record of each Customer complaint, including the complainant's name, the date and nature of the complaint, and its disposition. The record shall be kept for a period or two (2) years following the final settlement or disposition of the complaint.

2.13 Marketing

As a telephone utility under the regulation of the South Carolina Public Service Commission, the Company hereby asserts and affirms that as a reseller of intrastate service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina and the Company will comply with those marketing practices, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with the provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications tariff within the State of South Carolina.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.14 Other Rules

2.14.1 Regulatory Changes

The Company reserves the right to discontinue Service, limit Service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the Commission and the Federal Communications Commission.

2.14.2 Refunds or Credits for Service Outages or Deficiencies

2.14.2.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or due to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Subsection 2.4.1. It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or equipment, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.13.2.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.13.2.3 The Customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit = A/720 x C

"A" - outage time in hours
"B" - each month is considered to have 720 hours
"C" - total monthly charge for affected facility

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INTEREXCHANGE SERVICE

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The Customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is 18 seconds for a connected call and calls beyond 18 seconds are billed in 6 second increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each invoice.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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INTEREXCHANGE SERVICE

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.2 Calculation of Distance

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:

The square root of:

$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.3 Service Offerings

3.3.1 Inbound 800/Toll-Free and Long Distance Service

Company's Service Plans are offered to business Customers. Each service plan includes at least one toll-free and/or local number, a specified number of minutes of use per month, unlimited extensions and access to all features. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in 6 second increments. A monthly recurring service charge applies. Rates for Company's service plans are set forth in Section 4 of this Tariff.

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INTEREXCHANGE SERVICE

SECTION 4 - RATES

4.1 Inbound 800/Toll-Free and Long Distance Service

Rates listed in this tariff are for in-state calls only.

Bundled Plan (100-100,000 minutes) – Monthly charge $9.95-$2000.00
Usage above Plan Allowance – $0.04 to $0.09 per minute
Activation Fee – $25.00 (may be waived for certain plans)

4.2 Payment of Calls

4.2.1 Late Payment Charges

A late payment Charge of the lesser of (1) 1.5% per month or (2) the highest amount allowed by law, will be assessed on all unpaid balances more than thirty days old, except that such late payment charge will not be applied to any previously-applied late payment charges. Late payment charges will be assessed without discrimination.

4.3 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges, including activation/set-up fees, reduced overage usage rates, and discounted subscription rates.

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Exhibit F

Proposed Notice of Filing and Hearing

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKETING DEPARTMENT

NOTICE OF FILING AND HEARING

DOCKET NO. 2010-_____-C

Grasshopper Group, LLC, has filed an Application with the Public Service Commission of South Carolina ("Commission"), for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services and for alternative regulation of its interexchange service offerings throughout the State of South Carolina, pursuant to S.C. Code Ann. § 58-9-280. Grasshopper proposes to offer business customers resold switch-based intrastate, interstate and international long distance services, including switched inbound toll-free (8XX), dedicated inbound toll-free (8XX), inbound long distance, and call conferencing.

A copy of the Application is on file in the offices of the Public Service Commission of South Carolina, 101 Executive Center Drive, Saluda Building, Columbia, SC 29210; the Commission's website at www.psc.sc.gov, and is available through John J. Pringle, Jr., Ellis, Lawhorne & Sims, P.A. P. O. Box 2285, Columbia, SC 29202.

PLEASE TAKE NOTICE a hearing on the above matter has been scheduled to begin at _____ a.m. on _____, 2010, before Hearing Examiner _____, in the Commission's Law Library at 101 Executive Center Drive, Saluda Building, Columbia, SC 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before _____, 2010 and indicate the amount of time required for his presentation. Please include an email address for receipt of future Commission correspondence in the Petition to Intervene. ***Please refer to Docket No. 2010-_____-C.***

Any person who wishes to testify and present evidence at the hearing should notify the Docketing Department in writing at the address below, the Office of Regulatory Staff at Post Office Box 11263, Columbia, SC 29211, and John J. Pringle, Esq. at the above address, on or before _____, 2010, and indicate the amount of time required for his presentation. ***Please refer to Docket No. 2010-_____-C.***

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department in writing at the address below on or before _____, 2010. ***Please refer to Docket No. 2010-_____-C.***

PLEASE TAKE NOTICE: Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100.

Public Service Commission of South Carolina
ATTN: Docketing Department
Post Office Drawer 11649
Columbia, South Carolina 29211

Feb. _____ 2010