

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

In the Matter of)	
)	
ITalkYou Com LLC)	
Application for Authority to Provide)	ITC-214-20141001-00272
International Resale Services to All)	
Authorized International Points, pursuant)	
to Section 214 of the Communications Act)	
of 1934, as amended)	
)	

**PETITION TO ADOPT CONDITIONS TO
AUTHORIZATIONS AND LICENSES**

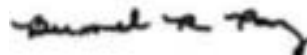
The U.S. Department of Justice (“USDOJ”), to include its components, the National Security Division (“NSD”) and the Federal Bureau of Investigation (“FBI”), submits this Petition to Adopt Conditions to Authorizations and Licenses (“Petition”), pursuant to Section 1.41 of the Federal Communications Commission (“Commission”) rules.¹ Through this Petition, the USDOJ advises the Commission that it has no objection to the Commission approving the authority sought in the above-referenced proceeding, provided that the Commission conditions its approval on the assurance of ITalkYou Com LLC (“ITalkYou”) and ITalkYou to abide by the commitments and undertakings set forth in the June 7, 2016 Letter of Agreement (“LOA”), a copy of which is attached hereto.

The Commission has long recognized that law enforcement, national security, and public safety concerns are part of its public interest analysis, and has accorded deference to the views of other U.S. government agencies with expertise in those areas. *See In the Matter of Comsat Corporation d/b/a Comsat Mobile Communications, etc.*, 16 FCC Rcd. 21,661, 21707 ¶ 94 (2001).

¹ 47 C.F.R. § 1.41.

After discussions with representatives of ITalkYou in connection with the above-referenced proceeding, the USDOJ, NSD and FBI have concluded that the additional commitments set forth in the LOA will help ensure that the FBI, which has the responsibility of enforcing the law, protecting the national security, and preserving public safety, can proceed appropriately to satisfy those responsibilities. Accordingly, the USDOJ advises the Commission that it has no objection to the Commission granting the application in the above-referenced proceeding, provided that the Commission conditions its consent on compliance with the LOA.

Respectfully submitted.



Bermel R. Paz
U.S. Department of Justice
National Security Division
Foreign Investment Review Staff
Bicentennial Building
600 E Street, NW, Rm 10007
Washington, D.C. 20004

June 9, 2016

June 7, 2016

Mr. John Carlin
Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue NW
Washington, DC 20530
ttelecom@usUSDOJ.gov

Unit Chief, Science and Technology Policy and Law Unit
Federal Bureau of Investigation
935 Pennsylvania Avenue NW, Room 7350
Washington, DC 20535

Subject: Pending application by ITalkYou.com, LLC for authority to provide Global or Limited Global Resale services between the United States and all authorized international points, pursuant to Section 214 of the Communications Act of 1934, as amended (FCC file number ITC-214-20141001-00272; and TT 14-65).

Dear Mr. Carlin,

This letter of agreement ("Agreement") outlines the commitments made by ITalkYou.com, LLC ("ITalkYou" or "the company") to the U.S. Department of Justice ("USDOJ"), including the Federal Bureau of Investigation ("FBI"), in order to address national security, law enforcement, and public safety concerns raised with regard to the company's application to the Federal Communications Commission ("FCC" or "Commission") for authority to provide Global or Limited Global Resale services between the U.S. and all authorized international points pursuant to Section 214 of the Communications Act of 1934, as amended ("Section 214"), Title 47, Code of Federal Regulations, Section 63.18(e)(2).

ITalkYou is a Florida corporation with headquarters located at 1500 Weston Road, Suite 201, Weston, Florida 33326. ITalkYou plans to resell services provided by INTICO USA that includes interconnected VoIP, Voicemail, Direct Inward Dialing (DID) and Interactive Voice Response (IVR). INTICO USA Corporation ("INTICO"), also a Florida corporation co-located in the same office headquarters as ITalkYou, provides VoIP resale services and leases equipment from 100tb.com.

Operations, Records, and Law Enforcement Requests. ITalkYou agrees that it will inform USDOJ within 60 days after it becomes fully operational or its business model changes to provide telecommunications services in the U.S., aside from those identified herein, including notice of any provision by ITalkYou of service to the destination countries in which ITalkYou has foreign-carrier affiliations through Members owning more than 25 percent of ITalkYou. In addition, ITalkYou confirms that, for any services requiring compliance with the

Communications Assistance for Law Enforcement Act ("CALEA"), 47 U.S.C. §§ 1001-1010, ITalkYou will comply with CALEA.

ITalkYou agrees that it will not directly or indirectly disclose or permit disclosure of or access to U.S. Records¹ or Domestic Communications² or any information (including call content and call data) pertaining to a wiretap order, pen/trap and trace order, subpoena, or any other lawful request by a U.S. law enforcement agency for U.S. Records to any person if the purpose of such disclosure or access is to respond to the legal process or request on behalf of a non-U.S. government³ without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of USDOJ, or the authorization of a court of competent jurisdiction in the U.S. Any such requests for legal process submitted by a non-U.S. government to ITalkYou shall be referred to USDOJ as soon as possible, but in no event later than five business days after such request or legal process is received by or made known to ITalkYou unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of the U.S. ITalkYou also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws; provided, however, that ITalkYou shall only be required to retain U.S. Records to the extent required under U.S. Law.

Further, ITalkYou further agrees to designate a U.S. Law Enforcement Point of Contact ("LE POC") in the U.S., preferably a U.S. citizen, to receive service of process for U.S. Records and, where possible, to assist and support lawful requests for surveillance or production of U.S. Records by U.S. federal, state, and local law enforcement agencies ("Lawful U.S. Process"). ITalkYou will give notice of its LE POC to USDOJ for approval within 14 days after the execution of this Agreement. In addition, ITalkYou will give USDOJ at least 30 days' notice of any change to its LE POC, and will provide USDOJ with contact and personal identifying information for the designated individual; such nominated LE POC shall be subject to USDOJ review and approval. When possible, ITalkYou will provide advance notice of any change to its LE POC. ITalkYou also agrees that the designated LE POC will have access to all U.S. Records, and, in response to Lawful U.S. Process, will make such records available within five business days after receiving such Lawful U.S. Process unless a later response date is indicated on such Lawful U.S. Process or agreed upon by the requesting entity.

Access to Information, Facilities, and Personnel. ITalkYou, and any owner of ITalkYou, shall permit the USDOJ, and such other U.S. Government agency representatives

¹ "U.S. Records," as used herein, means ITalkYou's customer billing records, subscriber information, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by ITalkYou in the U.S. For these purposes, U.S. Records also shall include information subject to disclosure to a U.S. federal or state governmental entity under the procedures specified in Sections 2703(c) and (d) and Section 2709 of Title 18 of the U.S. Code.

² "Domestic Communications," as used herein, means: (1) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location; and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States. "Electronic Communication" has the meaning given in 18 U.S.C. § 2510(12). "Wire Communication" has the meaning given in 18 U.S.C. § 2510(1).

³ The term "non-US government" means any government, including an identified representative, agent, component or subdivision thereof, that is not a local, state, or federal government in the U.S.

designated by the USDOJ, to inspect books and records, equipment, servers, and facilities and premises owned or leased by ITalkYou or any owner of ITalkYou to the extent business relating to ITalkYou's FCC-licensed activity takes place at such location(s). Where ITalkYou possesses the authority to permit such access, ITalkYou also agrees to make available to the USDOJ, and such other U.S. Government agency representatives designated by the USDOJ, any third-party books and records, equipment, servers, facilities (including third-party offshore or outsourced facilities), and premises to the extent business relating to ITalkYou's FCC-licensed activity takes place at such location(s). Ordinarily, the USDOJ will provide ITalkYou with fourteen (14) days advance notice, but ITalkYou shall afford the USDOJ such access during normal business hours without advance notice in extraordinary circumstances.

ITalkYou and any of its owners shall permit the USDOJ, and such other U.S. Government agency representatives designated by the USDOJ, to conduct confidential interviews, of owners, ownership groups, employees, or contractors of ITalkYou concerning compliance with this Agreement and any other law enforcement concerns.

Audit Requirements. ITalkYou will retain and pay for a neutral third-party financial audit (e.g., of total assets, total liabilities, total net assets, cash flows, accounts payable/receivable records, investments, tax liabilities, beginning and ending net assets, including its corporate bank accounts and loans) for the fiscal year 2015,⁴ to include an audit of ITalkYou's internal controls ("the Initial Audit"). The deadlines and requirements for the Initial Audit will be as follows:

- Within sixty (60) days from the execution date of this Agreement, ITalkYou shall provide notice of its proposed third-party auditor for the Initial Audit to the USDOJ.
- The USDOJ shall have an opportunity to provide reasonable objections to the proposed auditor within sixty (60) days of receiving ITalkYou's notification of a proposed auditor.
- Once the USDOJ and ITalkYou mutually agree upon a third-party auditor, and after ITalkYou receives USDOJ's written non-objection, ITalkYou will designate the agreed-upon, neutral, third-party auditor ("the Initial Designated Auditor").
- Thereafter, ITalkYou shall consult with the USDOJ on the Initial Audit's terms and scope of engagement, the financial statements being audited, and the auditing standards to be applied (collectively, the "Initial Audit Terms") and ITalkYou will reasonably address any concerns raised by the USDOJ, with the final Initial Audit Terms being subject to USDOJ approval. The USDOJ and ITalkYou will reasonably negotiate any concerns raised by ITalkYou to the Initial Audit Terms. The Initial Designated Auditor will circulate to USDOJ and ITalkYou the final Initial Audit Terms once they are approved by both USDOJ and ITalkYou.
- ITalkYou shall ensure that the Initial Audit report generated by the Initial Designated Auditor promptly is provided to the USDOJ directly by the Initial Designated Auditor, at the same time the Initial Audit report is provided by the Initial Designated Auditor to ITalkYou.

⁴ ITalkYou's fiscal year is from January 1 to December 31, annually.

- The Initial Audit's final report will be due no later than 180 days after either the close of ITalkYou's fiscal year or the date on which the Initial Designated Auditor circulated the final Initial Audit Terms, whichever is later, unless other arrangements are approved by USDOJ, and will be issued by a certified public accountant ("CPA"). The Initial Audit's final report will include a statement that the audit was conducted in accordance with generally accepted auditing standards and an identification of the U.S. as the country of origin of those standards.

Following the Initial Audit, unless otherwise directed by the USDOJ, subsequent audits will be conducted annually for each of the next two (2) fiscal years, up to and including fiscal year 2017. Thus, ITalkYou shall retain and pay for subsequent neutral third-party financial audits (e.g., of total assets, total liabilities, total net assets, cash flows, accounts payable/receivable records, investments, tax liabilities, beginning and ending net assets, including its corporate bank accounts and loans) for fiscal years 2016 and 2017 ("Subsequent Audit(s)"), to include an audit of ITalkYou's internal controls for fiscal year 2015. Thereafter, for fiscal years 2016 and 2017, an audit or financial review ("Requested Review"), as designated by USDOJ, shall be conducted pursuant to the terms described in this paragraph if USDOJ so requests within 90 days of USDOJ's receipt of a final audit or financial-review report for the preceding fiscal year. The deadlines and requirements for each Subsequent Audit or Requested Review will mirror those for the Initial Audit, and include:

- ITalkYou shall provide notice of the proposed auditor to USDOJ each subsequent year following the completion of an audit or financial review, within 120 days of the submission of the preceding year's final audit or financial-review report, if the auditor has changed from the person/firm most recently designated or if USDOJ has notified ITalkYou of an objection to the retention of the same person/firm.
- Should USDOJ object to the retention of the same person/firm for subsequent audit(s) or financial review(s), the USDOJ shall have an opportunity to provide reasonable objections within 90 days of the submission of the preceding year's final audit or financial-review report. The USDOJ shall have an opportunity to provide reasonable objections to a newly proposed auditor within sixty (60) days of receiving ITalkYou's notification of a newly proposed auditor.
- Once the USDOJ and ITalkYou mutually agree upon a neutral third-party auditor ("the Designated Auditor"), the USDOJ shall be consulted on the terms and scope of engagement, the financial statements being audited, and the auditing standards to be applied, including whether an audit of internal controls should be conducted, for the Subsequent Audit(s) and/or Requested Review(s), (collectively, the "Subsequent Terms"). ITalkYou will reasonably address any concerns raised by the USDOJ, with the final Subsequent Audit Terms being subject to USDOJ approval. The USDOJ and ITalkYou will reasonably negotiate any concerns raised by ITalkYou to the Subsequent Audit Terms.
- ITalkYou shall ensure that the final Subsequent Audit and/or Requested Review reports generated by the Designated Auditor are promptly provided to the USDOJ directly by the Designated Auditor at the same time that the final Subsequent Audit report is provided to ITalkYou by the Designated Auditor.

- The final results for Subsequent Audits and/or Requested Review(s) will be due no later than 180 days after either the close of the fiscal year to which the audit or review relates or the date on which the Designated Auditor circulated the Subsequent Terms, whichever is later, unless other arrangements are approved by the USDOJ, and will be issued by a CPA. The final report for a Subsequent Audit and/or Requested Review will include a statement that the audit was conducted in accordance with generally accepted auditing standards and an identification of the U.S. as the country of origin of those standards.

ITalkYou agrees to negotiate in good faith with the USDOJ to resolve any national security, law enforcement, or public safety concerns that the USDOJ may raise with respect to the results of any third-party audit. The USDOJ shall be granted the right to exclusively meet with the auditors at any time, upon USDOJ's request.

Change in Control. ITalkYou will inform the USDOJ within thirty (30) days after any change in ITalkYou's ownership involving 10% or more of the percentage amount of ownership, including the names of the businesses or individuals associated with the change in ownership and the change in the percentage amount of ownership. ITalkYou also will inform the USDOJ of any change in ITalkYou's ownership involving 10% or more of the percentage amount of ownership or control resulting in a change of a passive investor to an active one.

Notice of Termination of Accounts. ITalkYou agrees to notify USDOJ within thirty (30) days after any termination of accounts in the name of ITalkYou by a financial institution, and the reason given by such financial institution for such termination.

Company Point of Contact. Within 30 days of this Agreement's execution, ITalkYou will provide notice to the USDOJ of a point of contact ("Company POC") within the company to or with whom communications regarding this Agreement may be sent or engaged. Thereafter, ITalkYou will provide notice to the USDOJ of any changes to the Company POC within 30 days of such change.

Annual Report. ITalkYou agrees to provide Annual Reports to the USDOJ regarding the company's compliance with the specific terms of this Agreement, to include a summary of the content of any notices sent to the USDOJ during the prior year pursuant to this Agreement. The Annual Report also shall include reports of network and enterprise breaches and unauthorized access to customer data and information; the name of and contact information for the current LE POC and Company POC; and confirming ITalkYou's compliance with CALEA. These annual reports will be due on the anniversary date of this Agreement's execution and should be addressed to the following:

Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue, N.W.
Washington, DC 20530
Attn.: Team Telecom, Foreign Investment Review Staff
Electronic mail: ttelecom@usUSDOJ.gov

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Unit Chief, Science and Technology Policy and Law Unit
Federal Bureau of Investigation
935 Pennsylvania Ave, NW
Room 7350
Washington, DC 20535

Courtesy electronic copies of all notices and communications also should be sent to the following, or to such other persons identified to ITalkYou by USDOJ in the future: Bermel Paz of the USDOJ (at bermel.paz@usdoj.gov); Richard Sofield of the USDOJ (richard.sofield2@usdoj.gov); and Daniel Wunderli of the FBI (at Daniel.Wunderli@ic.fbi.gov).

Termination of Agreement. The Agreement may be terminated at any time by a written agreement signed by ITalkYou and USDOJ. USDOJ shall notify the FCC of the Agreement's termination within 60 days of such termination.

Six years from the anniversary date of the Agreement's execution, ITalkYou may request that USDOJ initiate a confidential review and assessment to determine whether the Agreement should be terminated ("Termination-Assessment Request"). USDOJ shall notify ITalkYou in writing of its decision regarding the Agreement's termination within 180 days after receiving a Termination-Assessment Request from ITalkYou. Thereafter, ITalkYou may submit a Termination-Assessment Request to USDOJ annually.

General. Aside from other remedies or actions already in existence and available to USDOJ, ITalkYou agrees that, in the event that the commitments set forth in this Agreement are breached, in addition to any other remedy available at law or equity, the USDOJ may request that the FCC modify, condition, revoke, cancel, or render null and void any relevant license, permit, or other authorization granted by the FCC to ITalkYou or any successors-in-interest. Nothing herein shall be construed to be a waiver by ITalkYou of, or limitation on, its right to oppose or comment on any such request. This Agreement and all commitments hereunder shall expire upon surrender or cancellation of ITalkYou's Section 214 authority.

Further, nothing in this Agreement is intended to excuse ITalkYou from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

ITalkYou understands that, upon execution of this Agreement by an authorized representative or attorney for ITalkYou, or shortly thereafter, the FCC shall be notified by the USDOJ that it has no objection to the FCC's grant of the application by ITalkYou at issue herein where such authorization is made conditional upon ITalkYou's compliance with this Agreement.

Sincerely,



Oscar E. Gomez
ITalkYou Com L.L.C.