

George Li

From: Adrienne Downs
Sent: Friday, December 20, 2013 2:05 PM
To: 'Brown, Tyrone (NSD)'
Cc: James Ball; David Krech; George Li; Howard Griboff
Subject: RE: STA
Attachments: Extension_of_STA[2].pdf

We have received Teledirek's request for an extension of the current STA (File No. ITC-STA-20131219-00343). They are requesting a 6 month extension (See attached letter). Jim will act on the request Monday, December 23, 2013. Thanks.

Adrienne Downs

From: Brown, Tyrone (NSD) [mailto:Tyrone.Brown@usdoj.gov]
Sent: Wednesday, December 18, 2013 2:06 PM
To: George Li; "Edward A. Maldonado, Esq." (eam@maldonado-group.com)'
Subject: RE: STA

We are looking into extending the STA without a request, if that is a possibility.

From: George Li [mailto:George.Li@fcc.gov]
Sent: Wednesday, December 18, 2013 1:17 PM
To: "Edward A. Maldonado, Esq." (eam@maldonado-group.com)'
Cc: Brown, Tyrone (NSD)
Subject: RE: STA

Have you filed the request ?

From: George Li
Sent: Tuesday, December 03, 2013 1:11 PM
To: "Edward A. Maldonado, Esq." (eam@maldonado-group.com)'
Cc: 'Brown, Tyrone (NSD) (Tyrone.Brown@usdoj.gov)'
Subject: RE: STA

From: George Li
Sent: Wednesday, November 20, 2013 12:01 PM
To: 'Edward A. Maldonado, Esq.' (eam@maldonado-group.com)
Cc: Brown, Tyrone (NSD) (Tyrone.Brown@usdoj.gov)
Subject: STA

Hi Edward;
Teledirek's ITC-STA-20131101-00282 expires on Dec.19, 2013.
Could you file the request for the extension of STA early next month so we can get TT/DOJ's consent on time to grant the extension? Please send a copy of request to <Tyrone.Brown@usdoj.gov>

George Li

From: Adrienne Downs
Sent: Monday, December 23, 2013 12:01 PM
To: Brown, Tyrone (NSD) (Tyrone.Brown@usdoj.gov)
Sofield, Richard (NSD) (Richard.Sofield2@usdoj.gov); James Ball; David Krech; George Li;
Howard Griboff
Subject: FW: STA
Attachments: Extension_of_STA[2].pdf

Any word of the status of this request? Thanks.

Adrienne

From: Adrienne Downs
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Subject: RE: STA

DEC 19 2013

Policy Division
International Bureau

Have you filed the request ?

From: George Li
Sent: Tuesday, December 03, 2013 1:11 PM
To: "Edward A. Maldonado, Esq." (eam@maldonado-group.com)'
Cc: 'Brown, Tyrone (NSD)' (Tyrone.Brown@usdoj.gov)'
Subject: RE: STA

From: George Li
Sent: Wednesday, November 20, 2013 12:01 PM

George Li

From: George Li
Sent: Monday, December 23, 2013 11:33 AM
To: Brown, Tyrone (NSD) (Tyrone.Brown@usdoj.gov)
Subject: FW: STA
Attachments: Extension_of_STA[2].pdf

Any lucks ??

From: Adrienne Downs
Sent: Friday, December 20, 2013 2:05 PM
To: 'Brown, Tyrone (NSD)'
Cc: James Ball; David Krech; George Li; Howard Griboff
Subject: RE: STA

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Adrienne Downs

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Subject: RE: STA

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To: "Edward A. Maldonado, Esq." (eam@maldonado-group.com)'
Cc: 'Brown, Tyrone (NSD) (Tyrone.Brown@usdoj.gov)'
Subject: RE: STA

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To: 'Edward A. Maldonado, Esq.' (eam@maldonado-group.com)
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George Li

From: David Krech
Sent: Tuesday, February 25, 2014 4:07 PM
To: James Ball; George Li
Subject: FW: Teledirek LOA
Attachments: Teledirek Global Corp LOA Draft 20140203 - redline.docx; Teledirek Global Corp LOA Draft 20140203 - clean.docx

From: Hagar, Richard [mailto:richard.hagar@HQ.DHS.GOV]
Sent: Tuesday, February 25, 2014 4:04 PM
To: David Krech
Cc: IP-FCC; Brown, Tyrone (NSD); George Li
Subject: FW: Teledirek LOA

David,

As seen below, we sent an updated Letter of Assurances to Teledirek's counsel on February 3rd. I confirmed with counsel that they did in fact receive the updated LOA on the 3rd. We have not yet received a response. I believe the STA that was granted is due to expire shortly. Assuming that Teledirek fails to respond before the STA expires, DHS does not recommend that the FCC grant Teledirek an additional STA.

Richard

Richard Hagar
Deputy Director - Foreign Investment Risk Management
Office of Policy

U.S. Department of Homeland Security
Office: 202-447-4165
Mobile: 202-527-3322

From: Hagar, Richard
Sent: Monday, February 03, 2014 3:27 PM
To: eam@maldonado-group.com
Cc: IP-FCC; 'Brown, Tyrone (NSD)'; rlevy@maldonado-group.com
Subject: Teledirek LOA

Ed,

See attached for an updated Letter of Assurances reflecting Teledirek's use of GAAP and adding DOJ as an addressee. Assuming Teledirek has no objections to these revisions, please incorporate the requested information highlighted in the letter and return an executed copy to DOJ and DHS. Please confirm receipt of this email. Thanks.

Richard

Richard Hagar
Deputy Director - Foreign Investment Risk Management
Office of Policy

George Li

From: David Krech
Sent: Friday, March 14, 2014 8:49 AM
To: Adrienne Downs
Cc: George Li; James Ball
Subject: FW: Teledirek Global Corporation (ITC-214-20120801-00193)
Attachments: TELEDIREK - LOA.pdf; Teledirek Petition to adopt 3 13 14.pdf

From: Hojati, Shahram (NSD) [mailto:Shahram.Hojati@usdoj.gov]
Sent: Friday, March 14, 2014 7:10 AM
To: George Li; David Krech
Cc: Brown, Tyrone (NSD)
Subject: RE: Teledirek Global Corporation (ITC-214-20120801-00193)

Good Morning:

TT has filed petition to adopt conditions to authorization of above Applicant.
If you have any questions please call me.

Thanks
Shahram Hojati
DOJ, SME
202-233-0748

February ~~XX~~, 2013

David Heyman
Assistant Secretary for Policy
Office of Policy
U.S. Department of Homeland Security
3801 Nebraska Avenue NW
Washington, DC 20016
IP-FCC@hq.dhs.gov

Mr. John Carlin
Acting Assistant Attorney General
National Security Division
US Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530
telecom@usdoj.gov

Re: Teledirek Global Corporation's application for Section 214 authority in accordance with section 63.24 of the Federal Communication Commission's rules (ITC-214-20120801-00193).

Dear Mr. Heyman:

Teledirek Global Corporation (Teledirek) is a Florida-based telecommunications company applying for new Federal Communications Commission (FCC) authority to provide facilities-based and resale services to all international points. Charles Eveillard, Teledirek's Chief Technology Officer, and Paul Mentor, Teledirek's Chief Executive Officer and Chief Financial Officer, each own 50 percent of Teledirek.

This Letter outlines the commitments made by Teledirek to the U.S. Department of Homeland Security (DHS) and the U.S. Department of Justice (DOJ) (collectively, the USG Parties), in order to address national security, law enforcement, and public safety concerns raised with regard to Teledirek's application with the FCC. Through this Letter of Assurances, the USG Parties seek to ensure that the public interest continues to be served by the grant of this Section 214 authority to Teledirek. Teledirek hereby agrees to the following terms:

Mutually Agreed Upon Accounting Standard:

Teledirek will maintain its financial books and records in a manner that complies with Generally Accepted Accounting Principles (GAAP).

Changes in Ownership or Control:

(a) Teledirek certifies that Charles Eveillard and Paul Mentor are the sole owners of Teledirek, and that no other party holds an ownership interest in Teledirek.

(b) Teledirek will inform the USG Parties within thirty (30) days of any change in the ownership of Teledirek, including the names of the businesses or personally identifiable information of the individuals associated with the change in ownership and the change in the percentage amount of ownership. Teledirek will also inform the USG Parties of any change in ownership or control of Teledirek resulting in a change of a passive investor to an active one. Teledirek further agrees to negotiate in good faith with the USG Parties to resolve any national security, law enforcement, or public safety concerns the USG Parties may raise with respect to changes in Teledirek's ownership structure.

Access to Information and Facilities: Teledirek, and any owner of Teledirek, shall permit the USG Parties and such other U.S. Government agency representatives as the USG Parties may designate, to inspect books and records, equipment, servers, and facilities and premises owned or leased by Teledirek Communications or any owner of Teledirek, to the extent business relating to Teledirek's FCC-licensed activity takes place at such location/s. Ordinarily, the USG Parties will provide Teledirek with fourteen (14) days advance notice, but in extraordinary circumstances Teledirek shall afford the USG Parties such access during normal business hours with or without advance notice.

Access to Personnel: Teledirek, and any owner of Teledirek, shall permit the USG Parties, and such other U.S. Government agency representative as the USG Parties may designate, to conduct confidential interviews of owners, ownership groups, employees, or contractors of Teledirek concerning compliance with this letter of agreement and any other law enforcement concerns.

Initial Audit Requirement: No later than one year after the execution of this Letter, Teledirek will retain and pay for a neutral third party GAAP audit of Teledirek's financial books and records, including its corporate bank accounts. Within sixty (60) days from the execution of this Letter, Teledirek shall provide notice of the proposed auditor, and the USG Parties shall have an opportunity to object to the selection of the auditor within sixty (60) days of receipt of such notification. Once a third party auditor has been mutually-agreed, the USG Parties shall be consulted on the audit terms and Teledirek will reasonably address any concerns raised by the USG Parties. Teledirek shall ensure that all reports generated by the third party auditor are promptly provided to the USG Parties. Teledirek agrees to negotiate in good faith with the USG Parties to resolve any national security, law enforcement, or public safety concerns the USG Parties may raise with respect to the results of the initial third party audit. The USG Parties shall be granted the right to exclusively meet with the auditor at any time, upon request of the USG Parties.

Subsequent Audit Requirement: Following the initial audit, at the USG Parties' request, but not more often than once per year, Teledirek shall retain and pay for subsequent neutral third party GAAP audits of Teledirek's financial books and records, including its corporate bank accounts. Within sixty (60) days from the date of any such request from the USG Parties, Teledirek shall provide notice of the initial proposed auditor, and the USG Parties shall have an opportunity to object to the selection of the auditor within sixty (60) days of receipt of such notification. Once a third party auditor has been mutually-agreed, the USG Parties shall be consulted on the audit terms and Teledirek will reasonably address any concerns raised by the USG Parties. In the event an auditor not previously approved by the USG Parties is proposed for a subsequent annual audit, Teledirek agrees to follow the same procedures set forth above.

Teledirek shall ensure that all reports generated by a third party auditor are promptly provided to the USG Parties. Teledirek agrees to negotiate in good faith with the USG Parties to resolve any national security, law enforcement, or public safety concerns the USG Parties may raise with respect to the results of a third party audit. The USG Parties shall be granted the right to exclusively meet with the auditors at any time, upon request of the USG Parties.

Notice of Termination of Accounts: Teledirek agrees to notify the USG Parties within thirty (30) days of any termination of accounts in the name of Teledirek or any of its owners by a financial institution and the reason given by the financial institution for such termination. Teledirek also agrees to inform the USG Parties if it terminates or initiates any relationships with a financial institution and provide additional information regarding such relationships as requested by the USG Parties.

Notice of Enforcement Actions: Teledirek and its owners certify that they are not currently the subject of enforcement action or inquiry by any State, local, or Federal law enforcement or regulatory agency, and that neither is a party to any lawsuit alleging fraud or misrepresentation in any jurisdiction. Teledirek and its owners agree to notify the USG Parties within thirty (30) days of being served notice of civil, criminal, or regulatory/administrative enforcement action or inquiry, or receipt of such a lawsuit.

Communication: All notices to be provided to the USG Parties shall be directed to:

Shawn Cooley
Director, Foreign Investment Risk Management
Office of Policy
U.S. Department of Homeland Security
3801 Nebraska Avenue NW
Washington, D.C. 20016
Email: IP-FCC@hq.dhs.gov
Phone: 202-282-8489

Richard Sofield
Director
Foreign Investment Review Staff
National Security Division
U.S. Department of Justice
600 E. Street, NW
Washington, DC 20530
Email: telecom@usdoj.gov
Phone: 202-233-0702

All notices to be provided to Teledirek shall be directed to:

[INSERT NAME & TITLE, ADDRESS, EMAIL AND PHONE NUMBER]

Teledirek agrees that, in the event of a breach by Teledirek of the commitments set forth in this letter, in addition to any other remedy available at law or equity, the USG Parties 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 Teledirek or any successors-in-interest. Nothing herein shall be construed to be a waiver by Teledirek of, or limitation on, its right to oppose or comment on any such request.

Nothing in this letter is intended to excuse Teledirek from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

Teledirek understands that, upon execution of this letter by an authorized representative or attorney for Teledirek, the USG Parties shall notify the FCC that it has no objection to the FCC's grant of Teledirek's application.

Sincerely,

INSERT NAME OF SIGNER AND TITLE
Teledirek Global Corp.

DRAFT Letter of Agreement with Teledirek Global Corp., 04-Dec-13

~~January~~ February XX, 2013

David Heyman
Assistant Secretary for Policy
Office of Policy
U.S. Department of Homeland Security
3801 Nebraska Avenue NW
Washington, DC 20016
~~IP-CFHUS@hq.dhs.gov~~ IP-FCC@hq.dhs.gov

Mr. John Carlin
Acting Assistant Attorney General
National Security Division
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530
telecom@usdoj.gov
~~INSERT OTHER AGENCIES~~

Re: Teledirek Global Corporation's application for Section 214 authority in accordance with section 63.24 of the Federal Communication Commission's rules (ITC-214-20120801-00193).

Dear Mr. Heyman:

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Teledirek will maintain its financial books and records in a manner that complies with ~~an accounting standard agreed to between DHS and Teledirek~~ Generally Accepted Accounting Principles (GAAP).

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Office of Policy
U.S. Department of Homeland Security
3801 Nebraska Avenue NW
Washington, D.C. 20016
Email: ~~JP-FCC~~~~PHHS~~@hq.dhs.gov
Phone: 202-282-8489

Richard Sofield
Director
Foreign Investment Review Staff
National Security Division
U.S. Department of Justice
600 E. Street, NW
Washington, DC 20530
Email: ~~telecom~~@usdoj.gov

Field Code Changed

DRAFT Letter of Agreement with Teledirek Global Corp., 04-Dec-13

Phone: 202-233-0702

All notices to be provided to Teledirek shall be directed to:

[INSERT NAME & TITLE, ADDRESS, EMAIL AND PHONE NUMBER]

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Teledirek understands that, upon execution of this letter by an authorized representative or attorney for Teledirek, ~~DHS and DOJ~~ the USG Parties shall notify the FCC that it has no objection to the FCC's grant of Teledirek's application.

Sincerely,

[INSERT NAME OF SIGNER AND TITLE]
Teledirek Global Corp.