

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

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In the Matter of	)	File Nos. ITC-T/C-20120716-00183; ISP-
	)	PDR-20120716-00003; WC Docket No. 12-
Hawaiian Telecom, Inc.	)	206

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

The Department of Justice (“DOJ”) , with the concurrence of the Department of Homeland Security (“DHS”) (collectively, the “Agencies”) submit this Petition to Adopt Conditions to Authorizations and Licenses (Petition), pursuant to Section 1.41 of the Federal Communications Commission (“Commission”) rules.<sup>1</sup> Through this Petition, the Agencies advise the Commission that they have 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 Hawaiian Telecom, Inc. to abide by the commitments and undertakings set forth in the December 7, 2012 Letter of Assurances (“LOA”), 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).

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<sup>1</sup> 47 C.F.R. § 1.41.

After discussions with representatives of the Applicant in connection with the above-referenced proceedings, the Agencies have concluded that the additional commitments set forth in the LOA will help ensure that the Agencies with responsibility for enforcing the law, protecting the national security, and preserving public safety, can proceed appropriately to satisfy those responsibilities. Accordingly, the Agencies advise 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 by Hawaiian Telecom, Inc. with the LOA.

Respectfully submitted,

/s/ Richard C. Sofield  
Richard C. Sofield  
U.S. Department of Justice  
Director - Foreign Investment Review Staff  
National Security Division  
600 E Street, NW, Suite 10000  
Washington, D.C. 20004

December 10, 2012



December 7, 2012

Lisa O. Monaco  
Assistant Attorney General  
National Security Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W.  
Washington, DC 20530

David Heyman  
Assistant Secretary for Policy  
U.S. Department of Homeland Security  
3801 Nebraska Avenue, N.W.  
Washington, DC 20528

Re: Hawaiian Telcom, Inc. Letter of Assurance  
Transfer of Control of Wavecom Solutions Corporation  
FCC Docket No 12-206 (TT 12-45)

Dear Assistant Attorney General Monaco and Assistant Secretary Heyman:

Hawaiian Telcom, Inc. (HTI) is providing this Letter of Assurance (LOA) to the U.S. Department of Homeland Security (DHS) and Department of Justice (DOJ) (together referred to herein as the USG Parties) on the express understanding that, promptly upon execution of this LOA, the USG Parties will notify the Federal Communications Commission (FCC) that they have no objection to the FCC's grant of the pending applications for consent to transfer control of Wavecom Solutions Corporation to HTI (FCC WC Docket No. 12-206) and will request that the FCC's grant of that application be made subject to this LOA and its resolution of issues relating to national security, law enforcement, and public safety. For purposes of this LOA, the Hawaiian Telcom Cable System includes both the Hawaii Island Fiber Network (HIFN) and the Hawaii Interisland Cable System (HICS), including any associated cable landing sites, Points of Presence (PoPs), or interconnected gateways in the U.S. (whether leased or owned). The HIFN is an undersea cable system which connects the 6 major Hawaiian Islands (Kauai, Oahu, Molokai, Lanai, Maui and Hawaii) and consists of 400 miles of undersea fiber and 140 miles of terrestrial fiber. The HICS is an undersea cable system which connects four of the 6 major Hawaiian Islands (Kauai, Oahu, Maui and Hawaii).

HTI has agreed to provide this LOA to the USG Parties to address issues raised by the USG Parties, and to jointly petition the FCC to condition the requested authorization on compliance



with this LOA. Upon grant of the license, HTI undertakes to comply with the following commitments to the USG Parties:

1. Principal Equipment List

Within 60 days of this LOA, and thereafter upon request from the USG Parties, HTI shall provide an updated Principal Equipment list. For purposes of this LOA, "Principal Equipment" means the primary components of the Domestic Communications Infrastructure and the Hawaiian Telcom Cable System, including, but not limited to, servers, routers, switches, signal modulators and amplifiers, repeaters, submarine line terminal equipment (SLTE), system supervisory equipment (SSE), power feed equipment (PFE), tilt and shape equalizer units (TEQ/SEQ), optical distribution frames (ODF), and synchronous optical network (SONET), synchronous digital hierarchy (SDH), wave division multiplexing (WDM), dense wave division multiplexing (DWDM), coarse wave division multiplexing (CWDM) or optical carrier network (OCN) equipment, as applicable, and any non-embedded software necessary for the proper monitoring, administration and provisioning of the Hawaiian Telcom Cable System. This list should include all available information on each item's manufacturer and the model and/or version number of any hardware or software. In addition, the list should identify any vendors, contractors, or subcontractors for the Principal Equipment, including those performing functions that would otherwise be performed by HTI personnel to install, operate, manage, or maintain the Principal Equipment.

For purposes of this LOA, "Domestic Communications Infrastructure" (DCI) means: (a) transmission, switching, bridging, and routing equipment (including software and upgrades) used by or on behalf of HTI to provide, process, direct, control, supervise, or manage information carried on the Hawaiian Telcom Cable System; (b) facilities and equipment used by or on behalf of Hawaiian Telcom, Inc. that are physically located in the United States; or (c) facilities used by or on behalf of HTI to control, provision, and activate the equipment described in (a) and (b) above. Domestic Communications Infrastructure does not include equipment or facilities used by service providers other than HTI that are: (a) interconnecting communications providers or (b) providers of services or content that are: (i) accessible using the communications services of HTI and (ii) available in substantially similar form and on commercially reasonable terms through communications services of companies other than HTI. The phrase "on behalf of" as used in this definition does not include entities with which HTI has contracted for peering, interconnection, roaming, long distance, or other similar arrangements.



## 2. Point of Contact

HTI hereby designates Keola Siafuafu, a resident U.S. citizen or permanent resident alien, as Point of Contact (POC) for the USG parties for purposes of this LOA. Mr. Siafuafu can be reached at TEL (808) 546-7647, FAX (808) 546-2024, EMAIL keola.siafuafu@hawaiiantel.com. Bryan Wauke, also a resident U.S. citizen or permanent resident alien, will serve as an alternate point of contact in the event the primary Point of Contact cannot be reached. Mr. Wauke can be reached at TEL (808) 546-8834, FAX (808) 546-2024, EMAIL bryan.wauke@hawaiiantel.com. HTI may also designate such additional alternate points of contact, also resident U.S. citizens or permanent resident aliens. All such designated points of contact shall be subject to USG Party review and non-objection. The POC, or alternate, shall be available 24 hours per day, 7 days per week to address any national security, law enforcement or public safety concerns that may be raised by the USG Parties with respect to the Hawaiian Telcom Cable System. The POC, and any alternates, shall be responsible for receiving service of process for U.S. records and assisting with lawfully authorized electronic surveillance, and shall comply with all statutes, regulations, and requirements regarding lawful electronic surveillance requests. In addition, the POC and alternates shall be responsible for receiving and promptly effectuating any requests for information from the USG parties pursuant to this LOA.

HTI will notify the USG Parties of any change to the POC or alternates within 5 business days of such change and such POC or alternates shall be subject to USG Parties review and non-objection. HTI shall cooperate with any request by a USG party that a background check be completed for a designated Point of Contact or alternate.

## 3. USG Visitation

HTI agrees that upon reasonable advance notice, the USG Parties may visit its landing stations, network operations centers, PoPs, or other facilities under its control to conduct on-site visits concerning the implementation of the terms of this LOA. During such visits, HTI will cooperate fully with the USG Parties in making available requested information, facilities and personnel.

## 4. U.S. Records

HTI agrees to take all practicable measures to prevent unauthorized disclosure of customer billing records, subscriber information and any other information used, processed, or maintained in the ordinary course of business relating to communications services offered in the United States (U.S. Records). HTI will store such U.S. Records in the United States and make such U.S. Records available in response to lawful U.S. process. HTI will maintain a log of all non-U.S.

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Assistant Secretary David Heyman  
December 7, 2012  
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persons who have access to these U.S. Records, which HTI shall retain for a period of at least two years and make available for the USG Parties review promptly upon request.

HTI is providing this LOA on the express understanding that all notices, reports and information provided to the USG Parties pursuant to this LOA shall be treated as confidential business information exempt from disclosure under the Freedom of Information Act, 5 U.S.C. 552(b)(4). The LOA shall inure to the benefit of, and shall be binding upon, HTI and its respective successors, assigns, subsidiaries, and affiliates.

All correspondence to the USG Parties under the LOA will be directed to the addressees listed on the first page of this LOA. In addition, an electronic copy of all correspondence will be provided to DHS at [IP-FCC@hq.dhs.gov](mailto:IP-FCC@hq.dhs.gov), to DOJ at [Tyrone.Brown@usdoj.gov](mailto:Tyrone.Brown@usdoj.gov), and to the FBI at [Jonathan.Frenkel@ic.fbi.gov](mailto:Jonathan.Frenkel@ic.fbi.gov).

Very truly yours,

A handwritten signature in black ink, appearing to read "Eric Yeaman", written over a circular stamp or seal.

Eric Yeaman  
President & CEO