

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of
Roman LD, Inc.
File No.: EB-TCD-14-00017114
NAL/Account No.: 201532170012
FRN: 0020640579

ORDER

Adopted: October 21, 2016

Released: October 21, 2016

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its Notice of Apparent Liability for Forfeiture (NAL) which found that Roman LD, Inc. (Roman or Company) apparently submitted requests to switch consumers' preferred long distance telephone carrier without authorization, commonly known as "slamming." The NAL also found that Roman, acting through its telemarketers, apparently engaged in deceptive marketing, by impersonating customers' existing carrier, to obtain information that the Company then used to fabricate audio recordings as evidence of consumer authorization. The Consent Decree also resolves the Commission's investigation into whether Roman failed to seek and obtain Commission approval before transferring control of the Company to Ms. Monotaz Begum (Owner). Companies that engage in slamming and deceptive marketing prey on consumers not only by billing them for unauthorized service but also by violating their right to select the telecommunications providers of their choice. The Commission is committed to ensuring that carriers do not perpetrate such unjust and unreasonable acts.

2. To settle this matter, Roman admits making misrepresentations to consumers, fabricating verification recordings, engaging in "slamming," and unlawfully transferring control of the Company. Roman will implement a compliance plan, and will pay a \$240,000 civil penalty. In the event of default, the Consent Decree also requires Roman to pay an additional civil penalty in the amount of \$5,900,000, less any amounts previously paid. Upon default, Roman and Owner shall be jointly and severally liable for the civil penalty and additional civil penalty.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree resolving the NAL¹ regarding Roman's compliance with the law and the Commission's rules regarding misrepresentations, slamming, and transfers of control, including Sections 201(b), 214, and 258 of the Communications Act of 1934, as amended (Act),² and Sections 63.03, 63.04, 63.18, 63.24, and 64.1120 of the Commission's rules (Rules).³

4. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Roman's basic qualifications to hold or obtain any Commission license or authorization.⁴

1 Roman LD, Inc., Notice of Apparent Liability for Forfeiture, 30 FCC Rcd 3433 (2015) (Roman NAL).

2 47 U.S.C. §§ 201(b), 214, 258.

3 47 CFR §§ 63.03, 63.04, 63.18, 63.24, 64.1120.

4 See 47 CFR § 1.93(b).

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i) and 503(b) of the Act⁵ and the authority delegated by Sections 0.111 and 0.311 of the Rules,⁶ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

6. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** and the NAL **IS RESOLVED** in accordance with the terms of the attached Consent Decree.

7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Monotaz Begum, Roman LD, Inc., 2300 Valley View Lane, Suite 730, Irving, TX 75062 and to Roman LD, Inc.'s attorney, Cheng-Yi Liu, Fletcher, Heald & Hildreth, 1300 North 17th Street, 11th Floor, Arlington, VA 22209.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Chief
Enforcement Bureau

⁵ 47 U.S.C. §§ 154(i), 503(b).

⁶ 47 CFR §§ 0.111, 0.311.

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)	FRN: 0020640579

CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission), and Roman LD, Inc. (Roman), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into violations by Roman of Sections 201(b) and 258 of the Communications Act of 1934, as amended (Act or Communications Act),¹ and Section 64.1120 of the Commission’s rules (Rules),² as well as Section 214 of the Act³ and Sections 63.03, 63.04, 63.18, and 63.24 of the Rules.⁴

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” or “Communications Act” means the Communications Act of 1934, as amended.⁵
 - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) “Affiliate” shall have the meaning defined in 47 U.S.C. § 153(2).
 - (d) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
 - (e) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
 - (f) “Communications Laws” means, collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Roman is subject by virtue of its business activities, including but not limited to Sections 201, 214, and 258 of the Act and Sections 63.03, 63.04, 63.18, 63.24, and 64.1100-64.1195 of the Rules.
 - (g) “Compliance Plan” means the compliance obligations, programs, and procedures described in this Consent Decree at paragraph 13.
 - (h) “Consumer” means any Person to which Roman provides service or otherwise engages to sell or attempt to sell its services.

¹ 47 U.S.C. §§ 201(b), 258.
² 47 CFR § 64.1120.
³ 47 U.S.C. § 214.
⁴ 47 CFR §§ 63.03, 64.04, 63.18, 63.24.
⁵ 47 U.S.C. § 151 *et seq.*

- (i) “Consumer Complaint” means any complaint or inquiry Roman receives from a Consumer, a billing aggregator, a local exchange carrier, the Better Business Bureau, or a federal or state regulatory agency alleging that Roman has: (1) submitted or executed an Unauthorized Change, a practice commonly known as “slamming,” (2) charged the Consumer for services that the consumer never authorized, a practice known as “cramming,” or (3) misled the Consumer about the nature of Roman’s services or identity during the marketing of any Roman services.
- (j) “Covered Personnel” means all employees and agents of Roman who perform, or supervise, oversee, or manage the performance of, duties that relate to Roman’s responsibilities under the Communications Laws, including the Slamming Rules, Section 201(b) of the Act, and this Consent Decree, and includes customer service representatives, Sales Representatives, and Verifiers.
- (k) “Effective Date” means the date by which both the Bureau and Roman have signed this Consent Decree.
- (l) “Investigation” means the investigation commenced by the Bureau’s letter of inquiry, dated September 11, 2014,⁶ regarding Roman’s noncompliance with Sections 201, 214, and 258 of the Act and Sections 63.03, 63.04, 63.18, 63.24, and 64.1120 of the Rules, which culminated in the issuance of a Notice of Apparent Liability.
- (m) “NAL” means the Notice of Apparent Liability for Forfeiture issued to Roman on March 31, 2015, proposing a forfeiture for apparent violations of Sections 201, 214, and 258 of the Act and Sections 63.03, 63.04, 63.18, 63.24 and 64.1120 of the Rules.
- (n) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by Roman to implement the Compliance Plan.
- (o) “Owner” means Ms. Monotaz Begum.
- (p) “Parties” means Roman, Ms. Monotaz Begum, and the Bureau, each of which is a “Party.”
- (q) “Person” shall have the meaning defined in 47 U.S.C. § 153(39).
- (r) “Roman” or “Company” means Roman LD, Inc., its Affiliates, and its predecessors-in-interest and successors-in-interest.
- (s) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (t) “Sales Representative” means any Person Roman engages as an employee, independent contractor, or otherwise, to market, sell, or attempt to sell, its services.
- (u) “Slamming Rules” means the Rules set forth at 47 CFR § 64.1120 *et seq.*
- (v) “Unauthorized Change” shall have the meaning defined in 47 CFR § 64.1100(e).
- (w) “Verifier” means each Person Roman engages, as an employee, independent contractor, or otherwise, to verify, or attempt to verify, that any buyer or potential buyer of a Roman service has authorized the purchase of such service.

II. BACKGROUND

3. Section 258 of the Act makes it unlawful for any telecommunications carrier to engage in the practice of “slamming” by “submit[ing] or execut[ing] a change in a subscriber’s selection of a

⁶ Letter from Richard A. Hindman, Chief, Telecommunications Consumers Division, FCC Enforcement Bureau, to Roman LD, Inc. (Sept. 11, 2014) (on file in EB-TCD-14-00017114) (LOI).

provider of telephone exchange service or telephone toll service except in accordance with such verification procedures as the Commission shall prescribe.”⁷ Section 64.1120 of the Rules prohibits carriers from submitting a request to change a consumer’s preferred provider of telecommunications services before verifying authorization from the consumer.⁸

4. Section 201(b) of the Act states that “[a]ll charges, practices, classifications, and regulations for and in connection with [interstate or foreign] communication service [by wire or radio], shall be just and reasonable, and any such charge, practice, classification, or regulation that is unjust or unreasonable is declared unlawful.”⁹ The Commission has held that unfair and deceptive marketing practices by interstate common carriers, and misrepresentations about a carrier’s identity or the nature of its service to obtain a consumer’s authorization to change his or her preferred long distance carrier, constitute unjust and unreasonable practices under Section 201(b) of the Act.¹⁰

5. Section 214 of the Act,¹¹ and Sections 63.03 and 63.24 of the Rules,¹² require carriers to obtain Commission approval before consummating substantial transfers of control of domestic and international Section 214 authority. Sections 63.04 and 63.18 of the Rules require certain information to be included in domestic and international transfer of control applications.¹³ Roman violated Section 214 and related Rules¹⁴ by consummating substantial transfers of control of: (1) a domestic Section 214 authority; and (2) an international Section 214 authority, without prior Commission approval. This transaction transferred ultimate control of domestic and international Section 214 authority from the initial owner of Roman to Ms. Monotaz Begum.

6. On April 2, 2015, the Commission released a Notice of Apparent Liability for Forfeiture against Roman, finding that the Company apparently violated Sections 201(b) and 258 of the Act and Section 64.1120 of the Rules, as well as Section 214 of the Act and Sections 63.03, 63.04, 63.18, and 63.24 of the Rules.¹⁵ The Commission found that “Roman apparently . . . violat[ed] Section 201(b) of the Act for misrepresenting its identity to consumers in order to deceive them into believing its telemarketing call was from the consumer’s own carrier and for fabricating audio ‘verification’ recordings.”¹⁶ The Commission also found that Roman apparently violated “Section 258 of the Act and Section 64.1120 of the Rules by submitting requests to change or switch consumers’ preferred long distance carriers without authorization verified in compliance with the Commission’s verification procedures.”¹⁷ Finally, the

⁷ 47 U.S.C. § 258(a).

⁸ 47 CFR § 64.1120(c)(1)-(3).

⁹ 47 U.S.C. § 201(b).

¹⁰ See *Preferred Long Distance, Inc.*, Notice of Apparent Liability for Forfeiture, 27 FCC Rcd 16489 (2012) (*Preferred NAL*), Forfeiture Order, 30 FCC Rcd 13711 (2015).

¹¹ 47 U.S.C. § 214.

¹² 47 CFR §§ 63.03, 63.04, 63.18, 63.24. See *Stanacard, LLC*, Notice of Apparent Liability for Forfeiture, 28 FCC Rcd 82, 85-86, paras. 9-11 (EB 2013). A transfer of control of domestic lines or of a domestic Section 214 authority is considered “substantial” if it results in a change in ultimate ownership or control of those lines or that authority. 47 CFR § 63.03(d). A transfer of control of international lines or of an international Section 214 authority is considered “substantial” if it results in a change in the actual controlling party of those lines or that authority. See 47 CFR § 63.24(a).

¹³ See 47 CFR §§ 63.04, 63.18.

¹⁴ 47 U.S.C. § 214; 47 CFR §§ 63.03, 63.04, 63.18, 63.24.

¹⁵ *Roman LD, Inc.*, Notice of Apparent Liability for Forfeiture, 30 FCC Rcd 3433 (2015) (*Roman NAL*).

¹⁶ *Roman NAL*, 30 FCC Rcd at 3435, para. 6.

¹⁷ *Id.*

Commission found that Roman apparently violated Section 214 of the Act and Sections 63.03, 63.04, 63.18, and 63.24 of the Rules by failing to seek and obtain Commission approval before transferring control of the Company to Ms. Monotaz Begum on January 2, 2013.”¹⁸

III. TERMS OF AGREEMENT

7. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

8. **Jurisdiction.** Roman and Owner agree that the Bureau has jurisdiction over them and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

9. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

10. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, Roman and Owner agree to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or to take any action on its own motion against Roman or Owner concerning the matters that were the subject of the Investigation. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to set for hearing the question of Roman’s basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.¹⁹

11. **Admission of Liability.** Roman admits, for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 10 herein, that its actions referenced in paragraph 6 herein and the *NAL* violated the Act and Rules.

12. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Roman shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Roman complies with the terms and conditions of the Compliance Plan and this Consent Decree, including verifying that new subscriptions are in fact authorized and implementing quality control improvements in the subscription and customer service process. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Slamming Rules and the Commission’s decisions related to carrier marketing practices, misrepresentations about a carrier’s identity or the nature of its service, and inclusion of unauthorized charges on consumers’ telephone bills.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, Roman agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws, including Sections 201(b), 214, and 258 of the Act and Sections 63.03, 63.04, 63.18, 63.24, and 64.1100 *et seq.* of

¹⁸ *Id.*

¹⁹ *See* 47 CFR § 1.93(b).

the Rules, and with the terms and conditions of this Consent Decree. The Compliance Plan shall include, at a minimum, the following components:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, Roman shall establish Operating Procedures that the Compliance Officer and all Covered Personnel must follow to help ensure Roman's compliance with this Consent Decree, the Slamming Rules, and Section 201(b) of the Act with respect to its marketing practices and charges for telecommunications services.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, Roman shall develop, use, and maintain a Compliance Manual, and distribute the same to all Covered Personnel. For any Person who becomes Covered Personnel more than sixty (60) calendar days after the Effective Date, Roman shall distribute the Compliance Manual to that Person within thirty (30) calendar days after the date such Person becomes Covered Personnel, and prior to such Person engaging with consumers with respect to Roman's services. The Compliance Manual shall explain the requirements of this Consent Decree, the Slamming Rules, and Section 201(b) of the Act and shall instruct Covered Personnel to consult and follow the Operating Procedures to ensure Roman's compliance with the Communications Laws and this Consent Decree. Roman shall periodically review and revise the Compliance Manual to ensure that the information set forth therein remains current and complete. Roman shall distribute any revisions of the Compliance Manual to all Covered Personnel within thirty (30) calendar days.
- (c) **Compliance Training Program.** Roman shall establish, and implement a compliance training program in compliance with this Consent Decree, the Slamming Rules, Section 201(b) of the Act, and the Operating Procedures. As part of the compliance training program, Covered Personnel shall be advised of Roman's obligation to report any noncompliance with this Consent Decree, the Slamming Rules, and Section 201(b) of the Act under paragraph 14 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Personnel shall be trained pursuant to the compliance training program within sixty (60) calendar days after the Effective Date, except that any person who becomes Covered Personnel at any time after the initial compliance training program shall be trained within thirty (30) calendar days after the date such person becomes Covered Personnel. Roman shall repeat compliance training on an annual basis, and shall periodically review and revise the compliance training program as necessary to ensure that it remains current and complete and to enhance its effectiveness.
- (d) **Additional Requirements for Consumer Complaints.** Within sixty (60) calendar days after the Effective Date, Roman shall also handle Consumer Complaints as follows:
 - i. **Complaint Response.** Within twenty-four (24) hours of receiving any Consumer Complaint asserting an Unauthorized Change by Roman or its agent, or any Covered Personnel, Roman shall contact the complainant and assist the complainant in re-establishing service with his or her preferred carrier, by, at a minimum, contacting the complainant's preferred carrier and reporting the change to the preferred carrier as an Unauthorized Change. Within thirty (30) calendar days of receipt of any such Consumer Complaint, Roman shall also refund all charges (both recurring and non-recurring) the complainant incurred in connection with any Unauthorized Change. Within twenty-four (24) hours of Roman receiving any Consumer Complaint asserting that Roman or its agent charged the complainant for any service without the complainant's authorization, Roman shall contact the complainant and assist the complainant with remedial

action by, at a minimum, canceling the service and (A) removing any charges for the service from the complainant's bill where Roman bills the complainant directly, or (B) taking all steps necessary to cause the charges to be removed from the complainant's bill where a third party, such as the complainant's local exchange carrier, directly or indirectly bills the complainant for the service. Where Roman bills through a third party and has taken all steps for removal of charges from complainant's bill, Roman shall follow up with the third party to verify that the charges have been removed and that no further charges will be placed on the complainant's bill. If the charges are not removed and future charges are not blocked, Roman shall be responsible for all future charges until such time as they are removed and blocked.

- ii. *Complaint Retention.* Roman shall retain for the term of this Consent Decree, in an accurate, clear, and comprehensible format, all documents evidencing or relating to all Consumer Complaints, including Roman's responses thereto. Copies of such documents evidencing or relating to Consumer Complaints must be forwarded electronically to the Bureau within twenty (20) calendar days from the date of the Consumer Complaint and updated monthly until resolved. These documents evidencing or relating to Consumer Complaints must be submitted electronically to Michael.Epshteyn@fcc.gov, Erica.McMahon@fcc.gov, and Mika.Savir@fcc.gov. These documents shall include, at a minimum, the following: all computer records, electronic or e-mail communications, and all written notes regarding such writings, verbal discussions, and electronic mail communications, as well as any relevant recordings, including all third party verification recordings made during telephone conversations relating to the Consumer Complaint.

- (e) **Additional Requirements for the Marketing and Selling of Service.** Within sixty (60) calendar days after the Effective Date:

- i. *Scripts.* Roman shall cause each Sales Representative and Verifier to use scripts when carrying out his or her duties as a Sales Representative or Verifier for Roman. The Sales Representative script shall require each Sales Representative at the outset of the call to clearly and promptly state to each buyer or potential buyer of Roman's services that (A) the Sales Representative is not affiliated with the buyer or potential buyer's current long distance, international, or other toll carrier, and (B) the purpose of the call is to inquire whether the buyer or potential buyer is authorized to make a change to and wishes to change his or her long distance, international, or other toll service from his or her current preferred carrier to Roman. The Sales Representative script shall also prohibit the Sales Representative from (A) making any false or misleading statements to the Consumer regarding the Verifier or the role of the Verifier, and (B) instructing the Consumer in how he or she should respond to the Verifier's questions. The Verifier script shall require each Verifier to clearly and promptly state at the beginning of the verification process that the purpose of the call is to confirm the call recipient's intent to change preferred carriers for his or her long distance, international, or other toll service, and to obtain the call recipient's approval to effectuate such change.
- ii. *Monitoring.* Roman shall monitor, on a monthly basis, from both on-site and remote locations, no less than seventy (70) percent of real-time sales and verification calls to ensure that Sales Representatives and Verifiers are carrying out their responsibilities in compliance with the Communications Laws and this Consent Decree.

- (f) **Changes of Subscribers' Preferred Carriers.** Beginning on the Effective Date, Roman shall, after submitting a request to change a subscriber's telecommunications service provider to Roman, confirm that the carrier change has been effected prior to charging and/or billing the subscriber (directly or indirectly through an affiliate or third party) for any service. Roman shall implement, maintain, and use procedures to ensure that it does not continue charging any subscriber who contacts Roman directly to cancel service with Roman or contacts their local exchange carrier to switch service from Roman to another carrier. Roman shall ensure that such procedures are incorporated in and made a part of its Operating Procedures. In addition, Roman shall submit any requests to change a Consumer's telecommunications service provider to Roman no later than fourteen (14) days after verifying the subscriber's authorization to switch providers to Roman. Roman shall not use any third-party verification recording it relied on to submit a request to change a subscriber's carrier for any subsequent carrier change requests.

14. **Reporting Noncompliance.** Roman shall report any noncompliance with Section 201(b) of the Act, the Slamming Rules, changes in ownership, and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (a) each instance of noncompliance; (b) the steps that Roman has taken or will take to remedy such noncompliance; (c) the schedule on which such remedial actions will be taken; and (d) the steps that Roman has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Rm. 4C-224, Washington, DC 20554, with a copy submitted electronically to Michael.Epshteyn@fcc.gov, Erica.McMahon@fcc.gov, and Mika.Savir@fcc.gov.

15. **Compliance Reports.** Roman shall file compliance reports with the Commission six (6), twelve (12), eighteen (18), twenty-four (24), thirty (30), and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Roman's efforts during the relevant period to comply with the terms of this Consent Decree, Section 201(b) of the Act, and the Slamming Rules.
- (b) Each Compliance Report shall also include a detailed description of any new or additional telecommunications companies owned, in whole or in part, by any of the present or past owners, shareholders, officers, or directors of Roman and all changes in ownership of Roman.
- (c) Each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Roman, stating that the Compliance Officer has personal knowledge that Roman: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 14 of this Consent Decree.
- (d) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with Section 1.16 of the Rules,²⁰ and be subscribed to as true under penalty of perjury in substantially the form set forth therein.
- (e) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Roman, shall provide the Commission with a

²⁰ 47 CFR § 1.16.

detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps Roman has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Roman has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.

- (f) All Compliance Reports shall be submitted to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Rm. 4-C224, Washington, DC 20554, with copies submitted electronically to Michael.Epshteyn@fcc.gov, Erica.McMahon@fcc.gov, and Mika.Savir@fcc.gov.

16. **Termination Date.** The obligations set forth in paragraphs 12 through 15 of this Consent Decree shall expire thirty-six (36) months after the Effective Date or on the date that Roman ceases providing telecommunications services, whichever occurs first.

17. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to Section 208 of the Act²¹ against Roman or its affiliates or Owner for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Roman or Owner with the Communications Laws.

18. **Civil Penalty.** In light of Roman's demonstrated financial hardship and subject to the provisions of paragraph 19 below, Roman shall pay a Civil Penalty to the United States Treasury in the amount of two hundred forty thousand dollars (\$240,000.00). Such payment shall be made in 6 installments (each, an Installment Payment). The first Installment Payment in the amount of forty thousand dollars (\$40,000) is due within thirty (30) calendar days after the Effective Date. Thereafter, Installment Payments in the amount of forty thousand dollars (\$40,000) are due and payable monthly on the 15th of the month starting December 15, 2016 with the final Installment Payment on April 15, 2017. Roman and Owner acknowledge and agree that upon execution of this Consent Decree, the Civil Penalty and each Installment Payment shall become a "Claim" or "Debt" as defined in Section 3701(b)(1) of the Debt Collection Improvement Act of 1996 (DCIA).²² Roman further agrees that, upon an Event of Default (as described below in paragraph 19), Roman will pay an Additional Civil Penalty to the United States Treasury in the amount of five million nine hundred thousand dollars (\$5,900,000) less any amounts previously paid as Installment Payments. Roman and Owner acknowledge and agree that upon an Event of Default, the Additional Civil Penalty shall also become a "Claim" or "Debt" as defined in Section 3701(b)(1) of the DCIA,²³ and all procedures for collection of the Additional Civil Penalty may, at the Commission's discretion, be initiated against Roman and/or Owner. Roman and Owner agree that if the Event of Default occurs while Owner is still an owner of Roman, or while Owner owns, operates, or controls another toll reseller, that she and Roman will be jointly and severally liable for the Civil Penalty and Additional Civil Penalty of five million nine hundred thousand dollars (\$5,900,000) less any amounts previously paid as Installment Payments.

Roman or Owner, as applicable, shall send electronic notification of payment on the date such payment is made to Lisa Williford, Telecommunications Consumers Division, Enforcement Bureau, Federal

²¹ 47 U.S.C. § 208.

²² Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996) (DCIA).

²³ *Id.*

Communications Commission at Lisa.Williford@fcc.gov. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL Account Number and FRN referenced in the caption of the Adopting Order. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.²⁴ When completing the FCC Form 159, Roman or Owner, as applicable, shall enter the Account Number in block number 23A (call sign/other ID) and enter the letters “FORF” in block number 24A (payment type code). Below are additional instructions Roman or Owner, as applicable, must follow based on the form of payment selected:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank—Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank—Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone at (877) 480-3201, or by e-mail to ARINQUIRIES@fcc.gov.

19. **Event of Default.** Roman and Owner agree that an Event of Default shall occur upon: (a) the failure to pay the Civil Penalty or any Installment Payment to the U.S. Treasury on or before the dates specified in Paragraph 18 unless reasonable cause is given and the failure to pay is cured within five (5) business days; (b) the release of an order within three (3) years of the Effective Date by the Commission, such as a Notice of Apparent Liability for Forfeiture that is uncontested or a Forfeiture Order, finding that Roman, any Roman Affiliate, or entity owned, operated, or controlled by Owner, violated Section 201(b) of the Act or the Slamming Rules; or (c) the release of an order by the Commission finding that Roman materially misstated its financial condition in the documents it produced to support its claim of inability to pay.

20. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred, all procedures for collection permitted by the DCIA and other provisions of law²⁵ may, at the Commission’s discretion, be initiated and the following shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Roman and Owner. After an Event of Default referred to in (a) of Paragraph 19 has occurred, Roman and Owner shall be jointly and severally liable for: (i) any unpaid portion of the Civil Penalty or Installment Payments referenced in Paragraph 18, which shall accrue interest at a rate of the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent per annum from the date of the Event of Default until payment in full; (ii) any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717; and (iii) any administrative charge(s), including the costs of collection, litigation, and attorneys’ fees. After an Event of Default referred to in (b) or (c) of Paragraph 19 has occurred, Roman shall be liable for: (i) the Additional Civil Penalty defined in Paragraph 18, which shall

²⁴ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

²⁵ See 31 CFR Part 900, *et seq.*

accrue interest at a rate of the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent per annum from the date of the Event of Default until payment in full; (ii) any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717; and (iii) any administrative charge(s), including the costs of collection, litigation, and attorneys' fees. Roman and Owner shall be jointly and severally liable for the aforementioned Additional Civil Penalty, penalties, and charges if the Event of Default referred to in paragraph 19 (b) or (c) occurs while Owner is still an owner of Roman or while Owner owns, operates, or controls another toll reseller.

21. **Waivers.** As of the Effective Date, Roman and Owner waive any and all rights they may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. Roman and Owner shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or Adopting Order, the Parties shall not contest the validity of the Consent Decree or the Adopting Order, and Roman and Owner shall waive any statutory right to a trial *de novo*. Roman and Owner hereby agree to waive any claims they may otherwise have under the Equal Access to Justice Act,²⁶ relating to the matters addressed in this Consent Decree.

22. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

23. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

24. **Subsequent Rule or Order.** The Parties agree that if any provision of this Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Consent Decree to which Roman does not expressly consent) that provision will be superseded by such Rule or Order.

25. **Acts or Omissions of Contractors and Agents.** Roman and Owner acknowledge that the act, failure to act, or omission by any contractor, subcontractor, or agent of Roman, Roman Affiliate, or Owner that results in a violation of the Act, Rules, or this Consent Decree constitutes an act, failure to act, or omission by Roman.

26. **Successors and Assigns.** Roman and Owner agree that the provisions of this Consent Decree shall be binding on Roman's successors, assigns, and transferees and any assignee or transferee of Owner's interest (in whole or part) in Roman and any Roman successor, assign, and transferee.

27. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

28. **Modifications.** This Consent Decree cannot be modified without the advance written consent of all Parties.

29. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

30. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on

²⁶ See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

31. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Travis LeBlanc
Chief
Enforcement Bureau

Date

Ms. Monotaz Begum
On behalf of Roman LD, Inc. and its Affiliates

Date

Ms. Monotaz Begum
Owner
On behalf of herself in her personal capacity

Date