

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of )
ASL Services Holdings, LLC ) File No.: EB-TCD-15-00020482
dba GlobalVRS ) Acct. No.: 201932170001
) FRN: 0021307194
)
)

ORDER

Adopted: February 1, 2019

Released: February 1, 2019

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into a Consent Decree with ASL Holdings, LLC dba GlobalVRS (Global or Company) to resolve pending enforcement matters involving Global.

2. 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 and terminating the referenced investigation regarding Global’s compliance with the Commission’s TRS Rules, including implementing a reasonable verification process, maintaining data supporting Requests for Reimbursement, and submitting accurate data to the TRS Fund Administrator, Section 225 of the Communications Act of 1934, as amended (Act)<sup>1</sup>, and Sections 64.601 et seq. of the Commission’s rules (Rules).<sup>2</sup>

3. Our authority to adopt such a consent decree stems from our authority under Section 4(i) of the Communications Act to “perform any and all acts . . . and issue such orders . . . as may be necessary in the execution of [the Commission’s] functions.”<sup>3</sup> We affirmatively find it necessary to adopt a consent decree to execute our function of enforcing violations of the Communications Act and our Rules. We make clear that, as the resolution of a particular dispute with the consent of both parties, this Consent Decree has no precedential effect on third parties.

4. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Global’s basic qualifications to hold or obtain any Commission license or authorization.<sup>4</sup>

5. Accordingly, IT IS ORDERED that, pursuant to the authority delegated by Sections 0.111 and 0.311 of the Rules,<sup>5</sup> the attached Consent Decree IS ADOPTED and its terms incorporated by reference.

1 47 U.S.C. § 225.

2 47 CFR § 64.601 et seq.

3 47 U.S.C. § 154(i).

4 See 47 CFR § 1.93(b).

5 47 CFR §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**. **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 Angela Roth, Chief Executive Officer, ASL Services Holdings, LLC, dba GlobalVRS, 3700 Commerce Blvd. Suite 216, Kissimmee, FL 34741.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary Harold  
Chief  
Enforcement Bureau

**Before the  
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**CONSENT DECREE**

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) and ASL Services Holdings, LLC, dba GlobalVRS (Global), hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation of the above referenced matter.

**I. DEFINITIONS**

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended.<sup>1</sup>
  - (b) “Adopting Order” means the Order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) “Affiliate” shall have the same meaning as the term is defined in 47 U.S.C. § 153(1).
  - (d) “Annual Relay Service Data Request Form” means the TRS Provider annual cost data submissions to the TRS Fund Administrator.<sup>2</sup>
  - (e) “ASL Companies” means American Sign Language Enterprises, LLC; its parent, subsidiaries, and successors in interest, including but not limited to ASL Services Holdings, LLC, dba GlobalVRS, American Sign Language Services Corporation; ASL Services Latino, Inc.; and Gracias VRS, LLC.
  - (f) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
  - (g) “Call Detail Records” or “CDRs” means the specific data associated with each TRS call for which compensation is sought.<sup>3</sup>
  - (h) “Commission” and “FCC” mean the Federal Communications Commission and any or all of its bureaus and offices.
  - (i) “Communications Assistants” or “CAs” shall have the same meaning as the term is defined in 47 CFR § 64.601(a)(10).

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<sup>1</sup> 47 U.S.C. § 151 *et seq.*  
<sup>2</sup> *See* 47 CFR § 64.604(c)(5)(iii)(D)(2).  
<sup>3</sup> *See* 47 CFR § 64.604(c)(5)(iii)(D)(7).

- (j) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which the Company are subject by virtue of their business activities.
- (k) “Compliance Plan” means the compliance obligations, programs, and procedures described in this Consent Decree.
- (l) “Covered Personnel” means all employees, independent contractors, subcontractors and agents of the Company who perform or directly supervise, oversee, or manage the performance of duties required to meet the Company’s responsibilities under, and compliance with, this Consent Decree, the Communications Laws, and the TRS Rules.
- (m) “Default Provider” shall have the same meaning as the term is defined in 47 CFR § 64.601(a)(11).
- (n) “Effective Date” means the date by which the Bureau and the Company sign this Consent Decree.
- (o) “Global” or “Company” means ASL Services Holdings, LLC, dba GlobalVRS.
- (p) “Global Numbers” means Ten-digit Numbers and telephone numbers (regardless of the Default Provider or carrier associated with the numbers) assigned to Global and/or Global’s Covered Personnel which are used to make or receive calls that are considered a business expense. *See Structure and Practices of Video Relay Service Program, Declaratory Ruling, Order and Notice of Proposed Rulemaking, 25 FCC Rcd 6012 (2010).*
- (q) “Investigation” means the review of Global’s compliance with the TRS Rules commenced by the Bureau in File No. EB-TCD-15-00020482.
- (r) “Internal Call Minutes” means minutes reflecting calls that were made to or from a Global Number.
- (s) “International IP Address” means an IP address that indicates that the individual initiating the call is located outside the United States.
- (t) “Internet-based TRS” or “iTRS” shall have the same meaning as the term is defined in 47 CFR § 64.601(a)(16).
- (u) “Operating Procedures” means the standard internal Operating Procedures and all compliance policies and procedures established by the Company to implement the Compliance Plan.
- (v) “Parties” means the Company, and the Bureau, each of which is a “Party.”
- (w) “Person” shall have the same meaning as the term is defined in 47 U.S.C. § 153(39).
- (x) “Platform Provider” means the entity that provides Global with the hardware and/or software used to distribute incoming calls to Communications Assistants.
- (y) “Provider” means an entity that is eligible to receive compensation from the TRS Fund for providing compensable TRS service.
- (z) “Registered Internet-based TRS User” or “Registered User” shall have the same meaning as is defined in 47 CFR § 64.601(a)(30).

- (aa) “Request for Reimbursement” means the monthly submission TRS Providers make to the TRS Fund Administrator for reimbursements for the costs of handling TRS calls.<sup>4</sup>
- (bb) “Roth Affiliates” means entities comprising the ASL Companies except the term excludes ASL Holdings, LLC dba GlobalVRS.
- (cc) “Rules” means the Commission’s regulation(s) found in Title 47 of the Code of Federal Regulations.
- (dd) “Self-Certification of Eligibility” or “Self-Certification” means a written attestation from a Registered User meeting the requirements of 47 CFR § 64.611(a)(3)(ii)-(iii).
- (ee) “Telecommunications Relay Service” or “TRS” shall have the same meaning as the term is defined in 47 CFR § 64.601(a)(35).
- (ff) “Ten-digit Number” or “TDN” means a geographically appropriate North American Numbering Plan number assigned to a Registered User of Video Relay Service.
- (gg) “TRS Fund” or “Fund” means the fund used to compensate Providers for their reasonable costs of providing interstate relay service and Internet-based forms of TRS.<sup>5</sup>
- (hh) “TRS Fund Administrator” or “Administrator” means the entity designated by the Commission to administer the TRS Fund.<sup>6</sup>
- (ii) “TRS Numbering Administrator” shall have the same meaning as the term is defined in 47 CFR § 64.601(a)(38).
- (jj) “TRS Numbering Directory” shall have the same meaning as the term is defined in 47 CFR § 64.601(a)(39).
- (kk) “TRS Rules” means the regulations set forth at 47 CFR §§ 64.601 through 64.636 and §§ 5101 through 5111, Commission orders implementing and interpreting 47 U.S.C. § 225 of the Act, and any other Rules and orders applicable to iTRS Providers.
- (ll) “TRS User Registration Database” or “TRS-URD” shall have the same meaning as the term is defined in 47 CFR § 64.601(a)(40).
- (mm) “TRS-URD Administrator” means the administrator of the TRS User Registration Database.<sup>7</sup>
- (nn) “Unverified User” means a Registered User whose Default Provider has not collected the user’s Self-Certification of Eligibility and/or whose name and mailing address have not been verified through a reasonable verification process.
- (oo) “User Account” means information collected and maintained about a Registered User by a Default Provider, including, but not limited to, a Registered User’s name, mailing address, assigned TDN, IP address, Provider generated account

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<sup>4</sup> See 47 CFR § 64.604(c)(5)(iii)(D)(2).

<sup>5</sup> See 47 CFR § 64.604(c)(5)(iii).

<sup>6</sup> See *id.*

<sup>7</sup> See 47 CFR § 64.615(b)(1).

number, e-mail address, and password.

- (pp) “Video Relay Service” or “VRS” shall have the same meaning as the term is defined in 47 CFR § 64.601(a)(43).

## II. BACKGROUND

3. Internet-based TRS (iTRS) allows people who have a hearing or speech disability to communicate with hearing persons via a Communications Assistant (CA), using an Internet Protocol-enabled device via the Internet.<sup>8</sup> There are currently three forms of iTRS—Video Relay Service (VRS), Internet Protocol Relay Service (IP Relay), and Internet Protocol Captioned Telephone Service (IP CTS). To be compensated from the TRS Fund for the reasonable costs incurred in providing service to Registered Users, iTRS Providers must be certified by the Commission, provide iTRS in accordance with the TRS Rules, and submit “true and adequate data” to TRS Fund Administrator.<sup>9</sup>

4. In the *2010 VRS Declaratory Ruling*, the Commission reiterated that VRS calls made by or to a VRS Provider's employee or the employee of a Provider's subcontractor, are a Provider business expense and are not eligible for compensation from the TRS Fund on a per-minute basis.<sup>10</sup> Because Providers already are able to include the costs of providing telephone and telecommunications services for use by Covered Personnel in their annual submissions to the TRS Fund Administrator,<sup>11</sup> these costs are properly reflected in the VRS compensation rate.<sup>12</sup>

5. In the *First Internet-Based TRS Order*, the Commission established a ten-digit numbering system that required Registered Users to be assigned a telephone number through which they could be reached in a manner similar to callers without disabilities; this system also eliminated the anonymity that allowed ineligible parties to use the system.<sup>13</sup> Since May 2010, prior to providing service, iTRS Providers have been required to (i) register and collect certain information, including a Self-Certification, from users, (ii) verify the information users provided during registration; (iii) assign each Registered User a TDN, and (iv) fulfill all other requirements set forth in the *iTRS Orders* that pertain to registered iTRS users.

6. The Commission has taken additional steps to detect and prevent waste, fraud, and abuse associated with the TRS Fund. For example, in 2011, the Commission adopted a requirement that

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<sup>8</sup> See 47 CFR § 64.601 (a)(16).

<sup>9</sup> 47 CFR § 64.604(c)(5)(iii)(D)(I). Data submitted to the TRS Fund Administrator is also used to determine TRS Fund revenue requirements and the per-minute compensation rate. TRS Providers are also required to retain for five years all data necessary to support claims for payment from the TRS Fund. See 47 CFR § 64.604(c)(5)(iii)(D)(7).

<sup>10</sup> See *Structure and Practices of the Video Relay Service Program*, Declaratory Ruling, 25 FCC Rcd 1868, 1869-70, paras. 3-5 (2010) (*2010 VRS Declaratory Ruling*).

<sup>11</sup> See 47 CFR § 64.604(c)(5)(iii)(D)(I).

<sup>12</sup> *Id.* Similarly, Covered Personnel's reasonable use of the Provider's telephone services for personal or non-business-related calls at the workplace would be a business expense for the Provider and not compensable on a per-minute basis.

<sup>13</sup> See *Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities, E911 Requirements for IP-Enabled Service Providers*, Report and Order and Further Notice of Proposed Rulemaking, 23 FCC Rcd 11591, 11610, paras. 44-45 (2008) (*First Internet-Based TRS Order*). In addition to the requirements established in the First Internet-based TRS Order, in December 2008, the Commission adopted additional requirements such as verification of users' registration information and the collection of self-certifications attesting to users' eligibility to use service; see also, *Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities, E911 Requirements for IP-Enabled Service Providers*, Second Report and Order and Order on Reconsideration, 24 FCC Rcd 791, 809, para. 37 (2008) (*Second Internet-Based TRS Order*) (collectively, *iTRS Orders*).

Providers must retain for at least five years all records that support their Requests for Reimbursement.<sup>14</sup> In 2013, the Commission established the TRS-URD, a centralized system of records containing VRS user registration data, to ensure accurate registration and verification of VRS users.<sup>15</sup> The TRS-URD Administrator began accepting data from Providers on December 29, 2017,<sup>16</sup> and allowed Providers several months to submit their Registered User data.<sup>17</sup> As of April 30, 2018, the TRS-URD Administrator has been responsible for verifying the registration information for VRS users.<sup>18</sup>

7. The Commission also requires VRS Providers to ensure interoperability and portability, i.e., that their hardware and software is compatible with all other Providers.<sup>19</sup> These requirements are intended (i) to allow VRS users to make and receive calls through any VRS Provider, and to choose a different default Provider, without changing the access technology used to place calls, and (ii) to ensure that VRS users can make point-to-point calls to all other VRS users, irrespective of the Default Provider of the calling and called party.<sup>20</sup> The Commission has engaged MITRE to conduct quarterly testing to assess Provider compliance with these requirements.<sup>21</sup>

8. ASL Holdings, LLC dba GlobalVRS (Global or Company) is an iTRS Provider based in Kissimmee, Florida and is conditionally certified by the Commission to provide VRS.<sup>22</sup> The Bureau issued a Letter of Inquiry (“LOI”) to Global in December 2015, requesting information on Global’s compliance with the TRS Rules, including the Company’s verification process.<sup>23</sup> Global responded to the LOI on January 29, 2016,<sup>24</sup> and submitted a supplemental response on February 2, 2017.<sup>25</sup> On July 28, 2017, the Bureau sent a second LOI to Global.<sup>26</sup> Global responded to the second LOI on August 27, 2017,<sup>27</sup> and provided additional information on September 18, 2017.<sup>28</sup> The Bureau issued a third LOI on October 16, 2017.<sup>29</sup> Global responded to this LOI on October 31, 2017,<sup>30</sup> and provided additional

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<sup>14</sup> See *Structure and Practices of the Video Relay Service Program*, Report and Order and Further Notice of Proposed Rulemaking, 26 FCC Rcd. 5545, 5585, para. 87 (2011) (*Fraud Order*).

<sup>15</sup> 47 CFR § 64.601(a)(40); see also *Structure and Practices of the Video Relay Service Program; Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, Report and Order and Further Notice of Proposed Rulemaking, 28 FCC Rcd 8618, 8624, para. 8 (2013).

<sup>16</sup> See *Video Relay Service Providers May Begin Submitting Data to the TRS User Registration Database*, CG Docket Nos. 10-51, 03-123, Public Notice, 32 FCC Rcd 10467 (OMD/CGB 2017).

<sup>17</sup> See also *Structure and Practices of the Video Relay Service Program; Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, CG Docket Nos. 10-51, 03-123, Order, DA 18-196 (OMD CGB Feb. 28, 2018), 2018 WL 1137663 (extending the compliance deadline until March 30, 2018); *Structure and Practices of the Video Relay Service Program; Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, CG Docket Nos. 10-51, 03-123, Order, DA 18-324 (OMD CGB March 30, 2018), 2018 WL 1602703 (extending the compliance deadline until April 30, 2018).

<sup>18</sup> See 47 CFR § 64.611(a)(5).

<sup>19</sup> 47 C.F.R. §§ 64.621(a)(1); (b)(1).

<sup>20</sup> *Structure and Practices of the Video Relay Service Program et al.*, Report and Order and Further Notice of Proposed Rulemaking, 28 FCC Rcd 8618, 8639 (2013).

information on November 3, 2017.<sup>31</sup>

9. The Investigation identified numerous Global violations, including failing to implement a reasonable verification process, failing to collect self-certifications attesting to eligibility (Self-Certifications) for each Registered User, billing the TRS Fund for calls associated with VRS users that had not been verified in accordance with a reasonable verification process, submitting inaccurate annual cost data to the TRS Fund Administrator, and failing to maintain data supporting Requests for Reimbursement, including Self-Certifications.

10. The Investigation also found that VRS minutes were generated through calls made to and on behalf of Global and other American Sign Language Enterprises, LLC affiliates (collectively, ASL Companies) through Global's VRS.<sup>32</sup> While the ASL Companies are structured as separate entities, the record reflects that in key respects, the companies operated as a single entity--sharing management teams, employees, and expenses—without clearly distinguishing or tracking all costs attributable to the provision of VRS.<sup>33</sup> Thus, minutes associated with calls made to the ASL Companies and calls made by personnel of the ASL Companies when using Global Numbers are non-reimbursable from the TRS Fund. The TRS Fund Administrator has withheld reimbursements of all Global minutes associated with Unverified Users and calls associated with the ASL Companies that were made using Global Numbers from August 2017 through June 2018; the TRS Fund Administrator provided Global with written notice of the basis for such withholdings. Global has objected to these withholdings and disputed that it operated as a single entity.<sup>34</sup>

11. Moreover, quarterly testing conducted since June of 2017, has consistently found problems with Global's interoperability, even within Global's own network. Despite having received negative test results since the first testing, Global continues to fail to meet the interoperability requirements. Global argues the Company has obtained better results in conducting its own testing. However, it appears that the Company's testing was conducted by placing calls in a test environment only.

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<sup>21</sup> See [www.mitre.org/careers/student-programs/student-voices/intern-project-amplifies-benefits-for-hard-of-hearing](http://www.mitre.org/careers/student-programs/student-voices/intern-project-amplifies-benefits-for-hard-of-hearing), (last visited Oct. 18, 2018).

<sup>22</sup> See *Notice of Conditional Grant of Application of ASL Services Holdings, LLC, for Certification as a Provider of Video Relay Service Eligible for Compensation from the Interstate Telecommunications Relay Service (TRS) Fund*, Public Notice, 26 FCC Rcd 10899 (CGB 2011).

<sup>23</sup> Letter of Inquiry from Richard A. Hindman, Chief, Telecommunications Consumers Division, FCC Enforcement Bureau, to Angela Roth, President and CEO, GlobalVRS (December 18, 2015).

<sup>24</sup> Letter of Inquiry Response from Gabrielle Joseph, Vice President and Chief Operations Officer, ASL Services Holdings, LLC, to Sharon Lee, Deputy Division Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (January 29, 2016) (*First LOI Response*).

<sup>25</sup> Letter of Inquiry Response from Angela Roth, President and CEO, ASL Services Holdings, LLC, to Sharon Lee, Deputy Division Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (February 2, 2017).

<sup>26</sup> Letter of Inquiry from Richard A. Hindman, Chief, Telecommunications Consumers Division, FCC Enforcement Bureau, to Angela Roth, President, ASL Services Holdings, LLC d/b/a/ GlobalVRS (July 28, 2017).

<sup>27</sup> Letter of Inquiry Response from Angela Roth, President and CEO, ASL Services Holdings, LLC, to Marlene Dortch, Secretary, FCC (August 27, 2017) (*Second LOI Response*).

<sup>28</sup> E-mail from Andrew Isar, Miller Isar Inc., to Phillip Priesman, Attorney, Telecommunications Consumers Division, FCC Enforcement Bureau (September 18, 2017, 1:43 PM EDT).

<sup>29</sup> Letter from Kristi Thompson, Acting Chief, Telecommunications Consumers Division, FCC Enforcement Bureau, to Angela Roth, President and CEO, GlobalVRS (October 16, 2017).

12. The Bureau and Global negotiated the following terms and conditions of settlement and hereby enter into this Consent Decree as provided below.

### III. TERMS OF AGREEMENT

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

14. **Jurisdiction.** The Company agrees that the Bureau has jurisdiction over the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

15. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date. 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.

16. **Termination of Global Matters.** In express reliance on the representations and warranties in this Consent Decree and to avoid further expenditure of public resources, the Commission agrees to terminate the Investigation. In consideration for the termination of the Investigation, the Company agrees to the terms, conditions, and procedures contained herein. The Parties have agreed that this Consent Decree fully and finally resolves all Global matters presently before the Commission.

17. Except for TRS reimbursements recovered through this agreement, nothing in the settlement prevents the TRS Fund Administrator or the Commission from recovering any monies the Company, the Commission, or TRS Fund Administrator determines were overpayments made to Global from the TRS Fund either before the Effective Date or during the term of this Consent Decree.<sup>35</sup>

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<sup>30</sup> Letter of Inquiry Response from Gabrielle Joseph, Vice President and Chief Operations Officer, ASL Services Holdings, LLC, to Ms. Marlene Dortch, Secretary Federal Communications Commission (October 31, 2017).

<sup>31</sup> Letter of Inquiry Response from Gabrielle Joseph, Vice President and Chief Operations Officer, ASL Services Holdings, LLC, to Marlene Dortch, Secretary, FCC (November 3, 2017).

<sup>32</sup> American Sign Language Enterprises, LLC owns ASL Services Holdings, LLC, d/b/a/ Global VRS, as well as American Sign Language Services Corp., ASL Services Latino, Inc., and Gracias VRS, LLC. (*First LOI Response* at 1-2.) These five entities together constitute the ASL Companies.

<sup>33</sup> See, e.g., *First LOI Response* at 1, 3-4; *Second LOI Response*, Exhibit 2.

<sup>34</sup> Global has offered numerous reasons to explain why the withholdings are not justified. For example, in its May 2018 letter responding to Dec. 2017 withholdings, Global indicates that it, “sought reimbursement only for those users whose eligibility self-certifications, address, and personally identifiable information had affirmatively been verified by GlobalVRS,” and users reportedly “unverified” have now been verified in the TRS-URD “so monies should be released.” See generally, Letter from Gabrielle Joseph, Chief Operations Officer, ASL Services Holdings, LLC dba GlobalVRS, to David W. Rolka, President, RolkaLoube (May 14, 2018).

<sup>35</sup> Such recovery is governed by the Commission’s Rules and the Debt Collection Improvement Act of 1996. See 47 CFR §§ 1.1911(e); 64.604(c)(5)(iii)(D), (E), (L), 31 U.S.C. § 3701 *et seq.*; 31 CFR § 900.1 *et seq.*

18. **Representations and Warranties.** Global represents and warrants that it has agreed to relinquish any and all rights and claims to \$177,649.88 for VRS minutes submitted to the TRS Fund Administrator as described in paragraphs 9-11 of this Consent Decree. The ASL Companies also represent and warrant that they will treat the Settlement Amount set forth herein as a penalty within the meaning of Section 162(f) of the Internal Revenue Code.<sup>36</sup> The ASL Companies agree that they will not treat any payment of the Settlement Amount described below in paragraph 28 as tax deductible for purposes of federal, state, or local law or include the expense as a business cost in annual cost submissions (i.e., the Annual Relay Service Data Request filing) to the TRS Fund Administrator.

19. **Waiver of Additional Notice for Subsequent Violations.** Global represents and warrants that the Company has received notice of violations set forth in paragraphs 9-11. Global acknowledges that pursuant to this Consent Decree, it is obligated to establish compliance measures and take steps necessary to prevent such violations in the future. Therefore, in recognition of that obligation to take corrective action and prevent future violations, if the Commission notifies Global that the Company has, within twenty-four (24) months after the Effective Date, apparently committed additional violations of the type described in paragraphs 9-11, which are the subject of this Consent Decree, the Company waives any due process claims and/or claims of insufficient process under the Communications Laws, except that the Company shall have the opportunity to provide, within fifteen (15) calendar days after receiving the Commission's notification, documentation to refute the finding of apparent violation(s). The Commission will review the submission and notify Global if the documentation submitted to refute the Commission's finding(s) demonstrates compliance with the Communications Laws. Global acknowledges that if the Commission concludes that the Company has violated the Communications Laws, the Commission may suspend or revoke Global's certification without any further notice thirty (30) calendar days after the Commission so notifies the Company, and Global waives any right to challenge that process, including the right to judicial review of the Commission's determination.

20. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Global shall designate a senior manager with the requisite managerial 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 the Company complies with the terms and conditions of the Compliance Plan and the terms and conditions of this Consent Decree. 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 TRS Rules.

21. **Compliance Plan.** For purposes of settling the matters set forth herein, Global agrees that it shall, within the dates set out below, establish and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and the terms and conditions of this Consent Decree. The Compliance Plan shall, at minimum, implement the following procedures within the specified timeframes:

- (a) **Application for Certification.** Within sixty (60) calendar days after the Effective Date, Global shall submit an updated application for certification to provide VRS to the FCC.
- (b) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, Global shall begin to establish and use Operating Procedures that all Covered Personnel shall follow to help ensure Global's compliance with the TRS Rules and terms of this Consent Decree. Global's Operating Procedures shall, at a minimum, include procedures and policies specifically designed to ensure that operations and provision of TRS, including any aspect of TRS provided by independent contractors, subcontractors, or agents, comply with all TRS Rules applicable to Global as a

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<sup>36</sup> See 26 U.S.C. § 162(f).

certified TRS Provider. Global shall establish and use Operating Procedures designed to:

- i. document and maintain a record of all Covered Personnel assigned to perform any function associated with the provision of VRS and the title held by such Covered Personnel;

- ii. document and maintain a record of all employees and contractors of Global and the Roth Affiliates who perform any function associated with the provision of Global's VRS and the title held by such employees and contractors;
- iii. ensure the use of a time reporting system which records the date(s) and time(s) worked for all personnel (Global Covered Personnel and contractors, and employees and contractors of the Roth Affiliates) while performing any function associated with the provision of Global's VRS to accurately record and report time worked in the provision of VRS;
- iv. maintain an up-to-date record of all Global Numbers, including the date(s) each TDN started being used as a Global Number and ceased to be used as a Global Number;
- v. ensure that customer records are accurately recorded, maintained, and reproducible upon request of the Commission or TRS Fund Administrator;
- vi. ensure that Global's current Registered Users are segmented in the Company's internal database;
- vii. ensure Global maintains records of Registered Users seeking pre-authorization to use TRS while traveling outside the United States including, but not limited to, any documentation associated with the approval or denial of pre-authorization requests and extensions modifying any approved pre-authorization request;
- viii. ensure that monthly Call Detail Records submitted to the TRS Fund Administrator have been reviewed to confirm that minutes are accurately identified as compensable or non-compensable;
- ix. ensure that Global's TRS Numbering Directory entries are accurate and that TDNs that are assigned to users who are no longer Global's Registered Users are not listed in the TRS Numbering Directory as being associated with the Company;
- x. ensure that the Company has a record of all time attributed to functions associated with the provision of VRS and shall use such data in preparing its annual Relay Services Data Request (RSDR) filing;
- xi. ensure that the Company has a means of documenting all allowed costs specifically attributed to the provision of TRS;
- xii. maintain documentation relevant to Global's compliance with the TRS Rules, e.g., cost data submitted in annual filings to the TRS Fund Administrator, and Self-Certifications used to attest to Registered Users' certification of eligibility; and
- xiii. enable the Compliance Officer to maintain a record of any issues the Company experiences in complying with the TRS Rules. These Operating Procedures will also enable the Company to retain records necessary for preparing the reports described in paragraph 24 of this Consent Decree.

**(c) Data Integrity.**

- i. Global shall conduct annual assessments of internal processes that support submissions to the TRS Fund Administrator and modify such processes as needed to improve the accuracy of annual and monthly submissions to the Administrator.

- ii. Global shall ensure that before a CA places a call for a user, the Company has determined that the user is either a current Global Registered User or is listed in the TRS Numbering Directory and TRS-URD.
- iii. Global shall maintain a list of all Global Numbers, including those used for test calls, regardless of the carrier or Default Provider associated with the numbers, and submit this list to the TRS Fund Administrator with each monthly Request for Reimbursement.
- iv. Global shall collect a list of all telephone numbers and TDNs, monthly, that the Roth Affiliates used for business purposes, regardless of the carrier or Default Provider of the numbers. Global shall maintain the lists for two (2) years and provide the information to the Commission or TRS Fund Administrator upon request.
- v. Global shall indicate on all CDRs those calls made by or on behalf of any Roth Affiliate.
- vi. Within thirty (30) calendar days of the Effective Date, Global shall develop and implement new time reporting procedures to ensure that Covered Personnel report time worked as a part of the provision of VRS is reported in a detailed, accurate and timely manner.

**(d) Platform Provider.**

- i. Within thirty (30) calendar days, Global shall prepare a detailed, step-by step process describing how the Company's Platform Provider routes calls, including how the Platform Provider: (1) screens calls to determine if a call originates from an International IP address; and (2) identifies calls originating from an international IP address, where the Registered User has been pre-approved for international calling pursuant to 47 CFR § 64.604(a)(7) and the VRS *Fraud Order*, 26 FCC Rcd 5545, 5564, para. 32 (2011).
- ii. Within thirty (30) calendar days, Global and its Platform Provider shall each designate a contact person or persons to be available twenty-four (24) hours per day, seven (7) days per week for communications to address any network/platform issues.
- iii. Global shall meet with its Platform Provider at least once every twelve (12) months after the Effective Date to discuss procedures, processes, and compliance with the terms of this Consent Decree.

**(e) Document Retention.**

- i. Global shall maintain the date of registration and a reproducible copy of Self-Certifications for all Registered Users.
- ii. Within one hundred and eighty (180) calendar days, Global shall create a detailed, step-by step process to ensure the maintenance of customer records.
- iii. Global shall maintain supporting documents and records associated with Covered Personnel time reporting for at least three years.

**(f) Interoperability.**

- i. Within ninety (90) calendar days after the Effective Date, Global shall ensure interoperability throughout its own platform(s) as well as all other VRS Providers' platforms.

- ii. Global shall participate in interoperability testing that will be conducted no earlier than 45 calendar days after the Effective Date by a qualified independent entity selected by the Commission using standards/parameters established in association with the Commission to determine whether Global passed such testing.

**(g) Compliance Manual.**

- i. Within one hundred and eighty (180) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Personnel. The Compliance Manual shall set forth the TRS Rules and explain the Operating Procedures that Covered Personnel shall follow to help ensure that Global complies with the Rules and this Consent Decree.
- ii. Global shall periodically, but at least annually, review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Global shall distribute any revisions to the Compliance Manual promptly to all Covered Personnel.

**(h) Compliance Training Program.**

- i. Within one hundred and eighty (180) calendar days after the Effective Date, Global shall establish and use a new Compliance Training Program for all Covered Personnel to ensure compliance with the TRS Rules and this Consent Decree. The Compliance Training Program should be tailored to specific Covered Personnel Roles. Specifically, at a minimum, Global shall establish and implement specialized training for managers, CAs, operational staff responsible for preparing submissions to the Administrator, and contractors.
- ii. Global shall train all Covered Personnel pursuant to the Compliance Training Program. Compliance training shall be conducted for all managers before other Covered Personnel.
- iii. Any person who becomes Covered Personnel of Global at any time after the initial Compliance Training has been delivered shall be trained within thirty (30) calendar days after the date such person becomes Covered Personnel.

**(i) Additional Compliance Measures.**

- i. Global shall document all Operating Procedures within one hundred and twenty (120) calendar days after the Effective Date and thereafter, review such Operating Procedures on an annual basis and modify as necessary
- ii. Within one hundred and twenty (120) calendar days of the Effective Date, Global shall establish and use:
  - 1. a VRS cost allocation system; and
  - 2. a cost allocation manual to direct Covered Personnel handling cost accounting functions to allocate VRS costs consistent with the cost allocation system implemented pursuant to paragraph 21(i)(ii)(1) above.
- iii. Global shall review its cost allocation system and manual on an annual basis and modify each as necessary to ensure accurate cost reporting.
- iv. Within thirty (30) calendar days after the Effective Date, Global shall implement and use a time reporting system to ensure that Covered Personnel accurately and report time worked in the provision of VRS.

22. **Reporting Procedures to the Commission.** Within two hundred and ten (210) calendar days of the Effective Date, Global shall submit all Operating Procedures and processes established pursuant to paragraph 21 of this agreement to the Commission. This submission should be sent to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, Room 3-C366, 445 12th Street, S.W. Washington, D.C. 20554, with a copy submitted electronically to the Deputy Chief, Telecommunications Consumers Division (TRS), Enforcement Bureau via e-mail to [fcebaccess@fcc.gov](mailto:fcebaccess@fcc.gov) and to the Deputy Chief, Disability Rights Office, Consumer and Government Affairs Bureau via e-mail to [TRSreports@fcc.gov](mailto:TRSreports@fcc.gov).

23. **Initial Compliance Reporting.** Representatives of Global shall meet with FCC staff bi-monthly beginning thirty (30) days after the Effective Date and for the first six (6) months of this agreement to discuss the Company's progress in implementing the compliance measures set forth in paragraph 21 of this agreement.

24. **Reporting Noncompliance.** The Company shall report in writing any noncompliance with the TRS Rules and this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that the Company have taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that the Company have 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, Room 3-C366, 445 12th Street, S.W. Washington, D.C. 20554, with a copy submitted electronically to the Deputy Chief, Telecommunications Consumers Division (TRS), Enforcement Bureau via e-mail to [fcebaccess@fcc.gov](mailto:fcebaccess@fcc.gov). All reports of noncompliance shall also be submitted to Deputy Chief, Disability Rights Office, Consumer and Governmental Affairs Bureau via e-mail to [TRSreports@fcc.gov](mailto:TRSreports@fcc.gov), and to the Office of The Managing Director, at [OMDTRSReports@fcc.gov](mailto:OMDTRSReports@fcc.gov).

25. **Compliance Reports.** The Company shall file compliance reports quarterly beginning nine (9) months after the Effective Date and shall continue filing such reports quarterly for the first two years of this agreement and annually thereafter for the duration of the Consent Decree. Each Compliance Report shall include a detailed description of the Company's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the TRS Rules. At a minimum, each Compliance Report shall include:

- (a) A detailed description of all incidents of reported and/or investigated noncompliance identified since the last Compliance Report was filed and the date, if applicable, such incidents were reported to the Commission pursuant to paragraph 24.
- (b) A certification by the Compliance Officer, as an agent of and on behalf of Global, stating that he or she has personal knowledge that: (i) Global has established and implemented the Compliance Plan; (ii) Global has utilized the Operating Procedures consistently and exclusively since the implementation of the Compliance Plan; and (iii) no reported and/or investigated instances of material noncompliance with the terms and conditions of this Consent Decree have occurred, including noncompliance with the reporting obligations set forth in paragraph 24 of this Consent Decree, that have not been reported to the Commission.
  - i. The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification, shall comply with Section 1.16 of the Rules, and shall be subscribed to as true under penalty of perjury in the form set forth therein.<sup>37</sup>
  - ii. If the Compliance Officer cannot provide the requisite certification, he or she, as

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<sup>37</sup> 47 CFR § 1.16.

an agent of and on behalf of Global, shall provide the Commission with a detailed explanation of the reason(s) why not and describe fully: (i) each instance of reported and/or investigated noncompliance; (ii) the steps that Global 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 Global has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.

- (c) All Compliance Reports shall be submitted to the Chief, Telecommunications Consumer Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to the Deputy Chief, Telecommunications Consumers Division (TRS), Enforcement Bureau via e-mail to [fccebbaccess@fcc.gov](mailto:fccebbaccess@fcc.gov).

26. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraph 21 shall expire 60 months after Global has demonstrated to the FCC its compliance with the terms of this Consent Decree.

27. **TRS Fund Reimbursement.** Global shall reimburse the TRS Fund the amount of \$177,649.88. Global acknowledges and agrees that upon execution of this Consent Decree, the amount of the reimbursement is a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1). Global further agrees that the Debt shall, to the maximum extent possible, be satisfied by administrative offset from funds held by the TRS Fund Administrator. The Commission will initiate the administrative offset on the Effective Date.

28. **Settlement Amount:** Global will pay a civil penalty to the United States Treasury in the amount of seventy-five thousand dollars (\$75,000). Global will pay the civil penalty in installments, with the first installment of twenty-five thousand dollars (\$25,000) to be paid on the Effective Date through an administrative offset from funds currently held by the TRS Fund Administrator. The remaining fifty thousand dollars (\$50,000) plus interest, at the rate of five (5) percent per annum on the unpaid amount of the aggregate installment payments, commencing on the Effective Date, shall be payable in ten (10) monthly installment payments through administrative offsets from monthly TRS reimbursements due to Global beginning with the payment made by the TRS Fund Administrator in February 2019. Accrued and unpaid interest shall be paid with each monthly installment. To the extent that any monthly installment together with accrued interest cannot be satisfied by administrative offset as described herein, the TRS Administrator shall notify Global in writing of the shortfall for a particular month and Global shall, within ten (10) calendar days after the date of such notification, pay to the Commission the amount of the shortfall. The Commission will forward all Global installment payments to the United States Treasury.

29. **Event of Default.** The Parties agree that an Event of Default shall occur upon failure by the Company to pay any amount due under the terms of the Consent Decree.

30. **Interest, Charges for Collection, and Acceleration of Maturity Date.** Upon an Event of Default, all procedures for collection permitted by the DCIA and other provisions of law<sup>38</sup> shall, at the Commission’s discretion, which result in the following becoming immediately due and payable: (a) any unpaid amount under this Consent Decree, which shall accrue interest at a rate of 8 percent per annum from the date of the Event of Default until payment in full; (b) any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717; and (c) any administrative charge(s), including the costs of collection, litigation, and attorneys’ fees.

31. **Waivers.** As of the Effective Date, the Company waives any and all rights they may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge

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<sup>38</sup> See 31 CFR Part 900 *et seq.*

or contest the validity of this Consent Decree and the Adopting Order. The Company 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 the Adopting Order, neither the Company nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Company shall waive any statutory right to a trial *de novo*. The Company hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>39</sup> relating to the matters addressed in this Consent Decree.

32. **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.

33. **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.

34. **Subsequent Rule or Order**. The Parties agree that if any provision of the 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 the Company does not expressly consent), that provision will be superseded by such Rule or order.

35. **Successors and Assigns**. The Company agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

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

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

38. **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.

39. **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 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.

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<sup>39</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

40. **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.

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Rosemary C. Harold  
Chief  
Enforcement Bureau

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Date

\_\_\_\_\_  
Angela Roth  
Chief Executive Officer  
ASL Services Holdings, LLC, dba GlobalVRS

\_\_\_\_\_  
Date