

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
Mussie Gebre,) Proceeding No. 24-221
Complainant,) Bureau ID No. EB-24-MD-003
v.) Delegated Authority No. DA 26-285
Lighthouse for the Blind)
and Visually Impaired,)
Defendant.)

MEMORANDUM OPINION AND ORDER

Adopted: March 25, 2026

Released: March 25, 2026

By the Chief, Enforcement Bureau:

I. INTRODUCTION

1. In this case, Mr. Mussie Gebre (Mr. Gebre or Complainant) filed a pro se formal complaint¹ alleging that Lighthouse for the Blind and Visually Impaired (Lighthouse or Defendant) violated Commission rules relating to the National Deaf-Blind Equipment Distribution Program (NDBEDP).² The Complaint alleges that Lighthouse did not comply with the duties attendant to its role as the NDBEDP certified entity for California and asks that we “disqualify [Lighthouse] from administering the state NDBEDP” in that state.³ After careful consideration of the record, we find that Mr. Gebre has established that, during the period at issue, Lighthouse did not adhere to the standards applicable to NDBEDP certified entities in four respects, as we explain below. We therefore grant the Complaint in part, deny it in part, and ask the Commission’s Consumer and Governmental Affairs Bureau (CGB) to take corrective measures designed to ensure the California NDBEDP is administered pursuant to the Commission’s rules and orders.

¹ Formal Complaint, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (filed July 31, 2024) (Complaint). Mr. Gebre filed an incomplete version of a complaint on July 3, 2024, and filed the remaining documents necessary to constitute a complete complaint on July 31, 2024.

² See 47 CFR §§ 64.6201-64.6219.

³ Complaint at 16 (emphasis omitted). See 47 CFR § 64.6207(h) (“The Commission may suspend or revoke NDBEDP certification if, after notice and an opportunity to object, the Commission determines that an entity is no longer qualified for certification.”); Complainant’s Reply to Defendant’s Brief, at 4, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (filed June 2, 2025) (Complainant’s Reply Brief).

II. BACKGROUND

A. Legal Framework

2. The Twenty-First Century Communications and Video Accessibility Act of 2010 (CVAA) aims to ensure that people with disabilities have access to modern communications and video technologies.⁴ Among other things, the CVAA added section 719 to the Communications Act of 1934, as amended (Act), which is codified at 47 U.S.C. § 620.⁵ That section directed the Commission to promulgate rules to enable “the distribution of specialized customer premises equipment designed to make telecommunications service, Internet access service, and advanced communications . . . accessible by low-income individuals who are deaf-blind.”⁶ The Commission delegated authority to the Consumer and Governmental Affairs Bureau to certify one entity in each state to administer the program, assess the needs of individual participants, and provide equipment and training to use it.⁷

3. In 2016, after a successful pilot program, the Commission promulgated rules to make the NDBEDP a permanent program.⁸ Section 64.6201 describes the purpose of the NDBEDP rules as fulfilling the above-quoted requirement of section 719 of the Act.⁹ The rules establish, among other things, qualifications for certification and obligations of state programs, and a process to suspend or revoke a state program’s certification.¹⁰ NDBEDP-certified programs are also required to “permit, without reprisal” whistleblower disclosures¹¹ and to document those whistleblower protections on their Web sites.¹² The NDBEDP rules authorize the filing of informal and formal complaints against NDBEDP certified programs for alleged violations of those rules.¹³

⁴ See Twenty-First Century Communications and Video Accessibility Act of 2010, Pub. L. No. 111-260, 124 Stat. 2751 (Oct. 8, 2010) (described as “An Act To increase the access of persons with disabilities to modern communications, and for other purposes”).

⁵ See *id.* at 2753-62; 47 U.S.C. § 620.

⁶ 47 U.S.C. § 620.

⁷ See *Implementation of the Twenty-First Century Communications and Video Accessibility Act of 2010, Section 105, Relay Services for Deaf-Blind Individuals*, Report and Order, 31 FCC Rcd 9178, 9183, paras. 6-8 (2016) (NDBEDP Permanent Program Order).

⁸ See 47 CFR §§ 64.6201-64.6219.

⁹ Compare 47 CFR § 64.6201 with 47 U.S.C. § 620.

¹⁰ See, e.g., 47 CFR §§ 64.6207(a)-(j) (detailing certification requirements), 64.6207(h) (addressing “[s]uspension or revocation of certification”), 64.6211(a)(1) (requiring “certified programs” to “[d]istribute Equipment and provide related services”), 64.6211(a)(6) (requiring outreach), 64.6211(a)(8) (requiring documenting compliance), 64.6215(a)(5) (requiring data submission regarding “[p]romptness of service”). “Equipment,” in the context of the NDBEDP rules, includes “[h]ardware, software, and applications . . . needed by an individual who is deaf-blind to achieve access to Covered Services.” 47 CFR § 64.6203(b). “Covered Services,” in turn, are “[t]elecommunications service, Internet access service, and advanced communications services, including interexchange services and advanced telecommunications and information services.” 47 CFR § 64.6203(a).

¹¹ 47 CFR § 64.6219(a). This rule permits disclosure of any known or suspected violation to a range of entities: specifically, “to a designated official of the certified program, the NDBEDP Administrator, the TRS Fund Administrator, the Commission, or to any federal or state law enforcement entity.” See *id.*

¹² See 47 CFR § 64.6219(b).

¹³ See 47 CFR § 64.6217 (“Complaints against NDBEDP certified programs for alleged violations of this subpart may be either informal or formal.”). The Commission resolves various types of formal complaints, applying the procedural rules at 47 CFR §§ 1.720-1.740. Most often, the Commission adjudicates formal complaints against carriers under 47 U.S.C. § 208 and pole attachment complaints under 47 U.S.C. § 224, but the rules also apply to “advanced communications services and equipment formal complaint proceedings under 47 U.S.C. 255, 617, and 619, and part 14 of this chapter.” 47 CFR § 1.720. Concerning informal complaints, the Commission typically

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B. The Dispute

4. Mr. Gebre is an accessibility consultant.¹⁴ Lighthouse is a nonprofit corporation serving the blind and deafblind communities and is the sole NDBEDP-certified entity in California.¹⁵ Beginning in 2018, Lighthouse employed Mr. Gebre in a role distributing NDBEDP equipment and providing related services, such as needs assessment and training on accessible technology, to deafblind individuals.¹⁶ Providing NDBEDP equipment and services requires coordination among individuals with complementary skillsets,¹⁷ as well as interpreters and support service providers (SSP).¹⁸

5. Throughout much of 2023, Mr. Gebre communicated to Lighthouse management his belief that Lighthouse was not complying with certain Commission rules governing the NDBEDP.¹⁹ He also ceased visiting certain consumers he served on behalf of Lighthouse.²⁰ Mr. Gebre filed an informal complaint against Lighthouse on September 23, 2023, requesting that the Commission order Lighthouse to “come into full compliance” with the Commission’s NDBEDP rules or, if appropriate, “disqualify [Lighthouse] from administering the state NDBEDP program.”²¹ On September 27, 2023, Mr. Gebre supplemented his informal complaint to allege that Lighthouse terminated his employment shortly after he filed the informal complaint.²² Lighthouse responded to the informal complaint on December 1, 2023

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requires a response, but does not adjudicate the dispute. *See* 47 CFR § 1.717. Rather, an informal complainant who is not satisfied with the response may file a formal complaint. *See id.*

¹⁴ Joint Statement of the Parties at 2, para. 2, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (filed Apr. 10, 2025) (Joint Statement). *See* Complaint at 2; Resume of Mussie Gebre, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (produced May 7, 2025) (Resume of Mussie Gebre).

¹⁵ Joint Statement at 1-2, para. 1. *See* Complaint at 2, 6. *See also Commission Announces Entities Certified To Participate In The National Deaf-Blind Equipment Distribution Program*, Public Notice, DA 22-541 (rel. May 17, 2022). California receives the largest NDBEDP annual distribution of any single state. *See 2025-2026 Allocations for the National Deaf-Blind Equipment Distribution Program*, Public Notice, DA 25-422, at *2-*3 (CGB rel. May 16, 2025).

¹⁶ Joint Statement at 2, para. 2. *See* Complaint at 2, 3; Responses to Complainant’s Interrogatories at 2, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (filed May 7, 2025) (Lighthouse Interrogatory Responses). In its discovery responses, Lighthouse identified his job title as “Access Technology Specialist.” *Id.* at 2.

¹⁷ *See id.*

¹⁸ Interpreters may be needed when NDBEDP providers work with consumers because “[p]eople who are DeafBlind use different methods to communicate including sign language, speech, text and ProTactile language. Once you identify the person’s preferred method of communication you must identify the necessary accommodations to access that method of communication.” Helen Keller National Center Resource: Tips for Communicating with DeafBlind Individuals via Sign Language, *available at* <https://learn.helenkeller.org/course/view.php?id=131> (last visited Mar. 23, 2026). Examples of such accommodations might include American Sign Language (ASL) and tactile sign language. *See id.* SSPs are “specially trained individuals who provide essential access to the environment for people who are DeafBlind.” Helen Keller Services SSP Video Series, *available at* <https://www.helenkeller.org/resources/ssp-video-series/> (last visited Mar. 23, 2026).

¹⁹ *See, e.g.,* Complaint Ex. 5; *id.* Ex. 8 at 9-12.

²⁰ *See* Initial Brief of Lighthouse for the Blind and Visually Impaired, at 6, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (filed May 27, 2025) (Lighthouse Opening Brief). *See* Reply Brief of Lighthouse for the Blind and Visually Impaired, at 2, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (filed June 6, 2025) (Lighthouse Reply Brief).

²¹ Informal Complaint No. 6478562, at 1 (filed Sept. 23, 2023) (Informal Complaint). *See* Joint Statement at 3, para. 10; Answer to Complaint at 13, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (filed Mar. 10, 2025) (Answer); 47 CFR § 64.6217(a).

and supplemented its response on April 4, 2024,²³ and the Commission resolved the informal complaint on May 14, 2024.²⁴ Mr. Gebre was “unsatisfied” with the outcome of the informal complaint.²⁵

6. Mr. Gebre then filed the instant formal Complaint on July 31, 2024.²⁶ In the Complaint, Mr. Gebre alleges that Lighthouse violated 47 CFR §§ 64.6207(c)(1), (c)(2), and (c)(4)-(c)(7); 64.6207(f); 64.6211(a)(1), (a)(6), and (a)(8); 64.6215(a)(5); and 64.6219(b).²⁷ As a remedy for these alleged violations, Mr. Gebre asks that we “disqualify Defendant from administering the state NDBEDP program.”²⁸ Lighthouse filed its Answer,²⁹ and the parties exchanged discovery requests and responses.³⁰

III. DISCUSSION

A. Lighthouse failed to meet the qualifications and obligations of a certified program.

7. We find that Lighthouse’s distribution of equipment and provision of related services were significantly delayed for a substantial period due to staffing shortages, and that this effectively denied consumers consistent access to Covered Services,³¹ at least for much of 2023. The persistence of these conditions, from approximately April 2023 through at least September 2023,³² constituted a

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²² Supplement to Informal Complaint No. 6478562 (filed Sept. 27, 2023). The Complaint alleges that Lighthouse terminated Mr. Gebre’s employment on September 26, 2023. Complaint at 4, para. 11. Lighthouse asserts that it had decided as of August 30, 2023 to terminate Mr. Gebre’s employment, but that it did not convey its decision until a September 26, 2023, in-person meeting. *See* Answer at 6-7.

²³ *See* Lighthouse for the Blind and Visually Impaired Response to National Deaf-Blind Equipment Distribution Program (“NDBEDP”) Complaint Ticket No. 6478562 (filed Dec. 1, 2023); Lighthouse for the Blind and Visually Impaired Response to NDBEDP Further Notice of Informal Complaint Ticket No. 6478562 (filed Apr. 4, 2024); Joint Statement at 3, paras. 13-14.

²⁴ *See* Closure Notice Regarding Informal Complaint Ticket No. 6478562 (May 14, 2024).

²⁵ Complaint at 1-2. *See* Joint Statement at 4, para. 16; 47 CFR § 64.6217(b)(2).

²⁶ *See supra* note 1.

²⁷ Complaint at 2-4; Complainant’s Opening Brief, at 3-4, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (filed May 27, 2025) (Complainant’s Opening Brief).

²⁸ Complaint at 16 (emphasis in original). *See* Complainant’s Opening Brief at 12. Although the Complaint also sought relief for alleged whistleblower retaliation by Lighthouse under section 64.6219(a)-(b), 47 CFR § 64.6219(a)-(b), in the form of “back pay, front pay, and compensatory damages[,]” Complaint at 16, the Enforcement Bureau dismissed the Complaint’s whistleblower retaliation claim seeking monetary damages based on its determination that the Commission lacks authority to award such relief. *See* Memorandum Opinion and Order, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003, DA 25-49, 2025 WL 238063 (EB Jan. 15, 2025) (Order Granting in Part Motion to Dismiss). Thereafter, Mr. Gebre requested voluntary dismissal of the whistleblower retaliation claim, stating that “Complainant will no longer prosecute before the Commission the claim that Lighthouse violated 47 CFR § 64.6219, except where it is alleged that Lighthouse failed to publish information about whistleblower protections for consumers . . . and others who are not employed by it.” *See* Motion to Dismiss a Complaint in Part, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003, at 4 (filed Feb. 18, 2025). On March 3, 2025, the Enforcement Bureau’s Market Disputes Resolution Division (MDRD) granted the requested voluntary dismissal. *See* Letter Ruling, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (MDRD Mar. 3, 2025).

²⁹ *See generally* Answer.

³⁰ *See, e.g.*, Lighthouse’s Interrogatory to Complainant, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (filed Mar. 10, 2025); Plaintiff’s Answer to Defendant’s Interrogatory, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (filed May 7, 2025) (Complainant’s Interrogatory Response).

³¹ *See* 47 CFR § 64.6203(a).

³² *See* Complaint Ex. 4 at 2; *id.* Ex. 5 at 2; Complainant’s Interrogatory Response at 2; Informal Complaint; Lighthouse Opening Brief at 9.

substantive change that bore directly on Lighthouse’s ability to meet the qualifications for certification.³³ We also find that Lighthouse failed to post information about whistleblower protections on its website.³⁴ Based on these findings, we determine that Lighthouse violated several of our rules, and we grant the Complaint to this extent.

1. 47 CFR § 64.6207(c)(4)

8. Under rule 64.6207(c)(4), Lighthouse must provide staffing “sufficient to administer the program, including the ability to distribute equipment and provide related services to low-income individuals who are deaf-blind throughout the state, including those in remote areas.”³⁵ The record establishes that Lighthouse failed to meet this requirement.

9. By Lighthouse’s own admissions, and un rebutted allegations in the record, it lacked staffing sufficient to provide equipment and services throughout California in a timely manner through much of 2023. Specifically, Lighthouse acknowledges that its consumers “experienced some delays in service,” beginning with the period in early 2023 when Mr. Gebre ceased to visit consumers in southern California.³⁶ Elsewhere, Lighthouse declares that its record of delivering prompt services “has improved since September 2023.”³⁷ Record evidence shows that Mr. Gebre and another Lighthouse worker repeatedly informed managers and Lighthouse’s Chief Executive Officer (CEO), without dispute by the managers or CEO, that consumers were not being serviced for “many months” in connection with staffing issues.³⁸ In addition, **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]**, who had worked with Mr. Gebre as an ASL interpreter in service of Lighthouse NDBEDP consumers in 2022

³³ See 47 CFR § 64.6207(f) (“A certified program shall notify the Commission within 60 days of any substantive change that bears directly on its ability to meet the qualifications necessary for certification under paragraph (c) of this section.”).

³⁴ See 47 CFR § 64.6219(b).

³⁵ See 47 CFR § 64.6207(c)(4). As the parties observe, the requirements of section 64.6207(c) explicitly apply to *applicants* for NDBEDP certification. See 47 CFR § 64.6207(c); Joint Statement at 5. But other provisions of our rules evidence a certified entity’s ongoing obligation to meet those requirements. See 47 CFR § 64.6207(f), (h) (“The Commission may suspend or revoke NDBEDP certification if . . . the Commission determines that an entity is no longer qualified for certification.”).

³⁶ Lighthouse Opening Brief at 6. See Lighthouse Reply Brief at 2 (admitting “delays in equipment delivery”).

³⁷ Lighthouse Opening Brief at 9. See also *id.* at 13 (acknowledging a “modest delay” in filling an open administrative assistant position that appeared to span six months). Cf. Complaint at 9-10, para. 27.

³⁸ See Complaint Ex. 8 at 10 (Mr. Gebre asserting in a September 2023 email to Lighthouse management that “SoCal direct services were essentially halted in April, and some students have been waiting for new equipment since January – and the equipment have [sic] been sitting in our office for many months”); *id.* Ex. 8 at 11 (Mr. Gebre quoting Lighthouse’s rule 64.6207(c)(4) obligation to Lighthouse’s CEO); *id.* Ex. 4 at 1 (Lighthouse employee **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** claiming in a July 2023 email that “[j]ust today alone, I had two more clients from SoCal reach out, who will both need in person assessment and training . . . in addition to all the other clients who have been waiting for several months”); *id.* Ex. 6 at 3 (Mr. Gebre declaring that “this is important. So many consumers have been reaching out to me almost daily. Don’t know what to do. Service (new equipment, training, etc [sic]) suspended right now” and asking, “Is there a chance you could kindly ask the organization to resume them . . . ?”); *id.* Ex. 5 at 2 (Mr. Gebre asserting that since at least April 6, 2023, “all in-person services outside the Bay Area have been suspended” and that “[s]ome students have already complained to the FCC about ongoing service delay”). See also Supplemental Opposition, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (filed Sep. 16, 2024) (Gebre Supplemental Opposition to Motion to Dismiss), Ex. E at 6 (Mr. Gebre warning in June 2023 against “pausing service delivery” to southern California “or we risk consumers complaining”). In the record correspondence, the Lighthouse CEO and managers did not dispute these allegations of service delay, although Lighthouse did dispute any intent to impede the delivery of services. See, e.g., Complaint Ex. 8 at 2.

and early 2023, stated that he received requests throughout 2023 from consumers seeking help with equipment, but that he and Mr. Gebre were not in a position to assist those consumers.³⁹

10. The record supports the conclusion that, for a substantial period, Lighthouse staffing was not sufficient to serve consumers throughout California. In response to discovery requests, Lighthouse identified eight individuals who actively provided NDBEDP equipment and related services during October 2022 through July 2024.⁴⁰ Of these eight, one did not start in that role until February 2024,⁴¹ another appears to be a deafblind specialist who was not positioned to instruct on the use of NDBEDP technology,⁴² and three were contractors until 2024 whose contributions to the program are uncertain.⁴³ Mr. Gebre was one of only three other identified individuals who could provide technology training, and his provision of services declined significantly after March 2023.⁴⁴ Plainly, limits on Mr. Gebre's availability after March 2023 significantly impaired Lighthouse's ability to deliver NDBEDP equipment and related services throughout the state.⁴⁵

11. Record evidence of Lighthouse's spending on interpreters and SSPs also demonstrates that service to deafblind clients was curtailed for a number of months. Lighthouse produced interpreter invoices in discovery, 29 of which concerned interpretation and/or SSPs for its NDBEDP-affiliated personnel.⁴⁶ According to these materials, its monthly NDBEDP-related translation and SSP charges

³⁹ See Gebre Supplemental Opposition to Motion to Dismiss, Ex. G at 2 ("When Lighthouse stopped in-person NDBEDP services from March 2023 to November 2023, consumers were contacting me for help with their equipment. I told Mr. Gebre about it, but he said there was nothing he could do. I was not able to help the consumers because I did not know how to do so, although I provided visual assistance to troubleshoot some pieces of equipment."); Joint Statement at 2, para. 4.

⁴⁰ See Lighthouse Interrogatory Responses at 1-3.

⁴¹ See *id.* [BEGIN CONFIDENTIAL] [END CONFIDENTIAL].

⁴² See Lighthouse Interrogatory Responses at 1-3; Gebre Opening Brief at 10; Resume of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL], Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (produced May 7, 2025) (Resume of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]). Cf. Joint Statement at 2, para. 2 (describing duties of an Access Technology Specialist).

⁴³ See Lighthouse Interrogatory Responses at 1-3; Lighthouse Opening Brief at 6; Lighthouse Reply Brief at 4-5. Of note, Lighthouse's discovery responses describe a consumer complaint during the period February-April 2023 in which resolution of the consumer's issue "was delayed because a trainer working on a contract basis for LightHouse (but employed by [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]) picked up the device but failed to ship it for repair." Notice of Document Production and Response to Document Request Number Nine, at 2-3, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (May 7, 2025).

⁴⁴ See Lighthouse Opening Brief at 6 ("Complainant himself ceased to visit consumers he served that required services of a tactile ASL interpreter . . .") (emphasis omitted); Complaint Ex. 6 at 3 (Mr. Gebre declaring that "this is important. So many consumers have been reaching out to me almost daily. Don't know what to do. Service (new equipment, training, etc [sic]) suspended right now"); *id.* Ex. 5 at 2 (Mr. Gebre asserting that "[s]ince [his] April 6 proposal, all in-person services outside the Bay Area have been suspended" and that "[s]ome students have already complained to the FCC about ongoing service delay").

The resume for another of those three, [BEGIN CONFIDENTIAL] [END CONFIDENTIAL], [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] portrays a limited skill set for one employed to instruct deafblind consumers in the use of access technologies. See Resume of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL], [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (produced May 7, 2025). Mr. Gebre also assessed [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] skills as limited. See Gebre Supplemental Opposition to Motion to Dismiss at 20-21; Gebre Opening Brief at 6, 9.

⁴⁵ See *supra* note 38.

⁴⁶ See Interpreter Invoices, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (produced May 7, 2025) (Interpreter Invoices). Lighthouse produced 39 invoices, but 10 have been excluded from further consideration. Eight of these 10 concerned English-Spanish translation, while the remaining two (invoices from [BEGIN

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from November 2022 through March 2023 exceeded [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] and averaged over [BEGIN CONFIDENTIAL] [END CONFIDENTIAL].⁴⁷ From April 2023 through July 2024, however, those monthly charges never exceeded [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]—not exceeding even [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] until November 2023—and averaged less than [BEGIN CONFIDENTIAL] [END CONFIDENTIAL].⁴⁸ A drop in training staff travel to serve consumers in southern California helps explain this substantially lower spending on interpreters and SSPs over many months.⁴⁹

12. Faced with an established record that Lighthouse staffing deficiencies impaired consumer access to NDBEDP equipment and services, Lighthouse offers little reason for the Commission to excuse its failure. Lighthouse claims that “[o]n the whole, [it] continued to provide prompt services to the majority of its consumers” in 2023, yet offers no basis for this conclusory assertion.⁵⁰ Separately, Lighthouse asserts that its delay in service delivery falls on Mr. Gebre’s shoulders because of his insistence that a particular tactile ASL interpreter was the “only suitable interpreter who could assist him” in his job duties.⁵¹ But service that neglects NDBEDP consumers in a substantial portion of a state for more than six months is nevertheless deficient. In any event, Lighthouse had no obligation under NDBEDP rules to contract with Mr. Gebre’s preferred tactile ASL interpreter⁵² or to obtain interpreting

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[BEGIN CONFIDENTIAL] [END CONFIDENTIAL] were duplicates.

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⁴⁷ These figures are based on 10 invoices detailing services provided from November 2022 through March 2023. *See* Interpreter Invoices.

⁴⁸ These figures are based on 18 invoices detailing services provided from April 2023 through July 2024. *See* Interpreter Invoices.

⁴⁹ *See supra* note 38.

⁵⁰ *See* Lighthouse Opening Brief at 9.

⁵¹ *See, e.g.*, Lighthouse Opening Brief at 6 (Lighthouse arguing that Mr. Gebre “himself ceased to visit consumers he served that required services of a tactile ASL interpreter”). *But see* Complaint Ex. 4 at 7-8 (a representative of one interpreting agency asking, “Have you considered reaching out to interpreting agencies in Southern California?” and a Lighthouse employee replying that “LightHouse leadership has asked us to only work with” the particular agency being written); *id.* Ex. 4 at 2 (Mr. Gebre stating in a July 18, 2023 email, “I spent weeks trying to locate a good alternative to what we were using up to last March. . . . I spoke with [BEGIN CONFIDENTIAL] [END CONFIDENTIAL], the folks from HKNC, other interpreters and other consumers in the SoCAL area, and I checked various resources on the internet. To date, no success.”); *id.* Ex. 4 at 1 ([BEGIN CONFIDENTIAL] [END CONFIDENTIAL] thanking Mr. Gebre for trying “to find a solution that will allow our SoCal area Tactile/Braille SoCal clients can [sic] be served as soon as possible”); *id.* Ex. 4 at 1 (Mr. Gebre mentioning “looking for an interpreter agency in SoCal last year”); Joint Statement at 3, para. 7 (“Complainant told LightHouse that . . . other interpreter agencies were not available.”); Complainant’s Interrogatory Responses at 2 (“Complainant contacted interpreters and interpreter agencies between March 2023 and September 2023. Complainant’s co-workers [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] and [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] also contacted interpreters and interpreter agencies to expedite the search for interpreters. Complainant was informed that the interpreters were not available to assist him for the specific assignment, its location, and its dates.”).

⁵² Mr. Gebre alleges that Lighthouse acted improperly in contract negotiations with the ASL interpreter, [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]. *See* Gebre Opening Brief at 8. We make no finding on that issue, but we note that from the time Mr. Gebre suggested to Lighthouse that it formalize an agreement with [BEGIN CONFIDENTIAL] [END CONFIDENTIAL], it took more than three months for Lighthouse to send a draft agreement to [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]. *See* Joint Statement at 2-3, paras. 5, 8. He responded to that draft in six days, from which point it took another seven weeks for Lighthouse to send a further draft. *See id.* at 3, para. 9. Negotiations were ultimately abandoned. *See id.*

services via contract rather than in-house employees—or even to utilize Mr. Gebre’s technology training services. Lighthouse was obligated, however, to staff adequately for NDBEDP consumers throughout California, and it failed to do so for a large part of 2023.

2. 47 CFR § 64.6211(a)(1)

13. The Commission’s NDBEDP rules also obligate a certified program to “[d]istribute Equipment and provide related services.”⁵³ Mr. Gebre alleges that Lighthouse’s NDBEDP operations resulted in “a severe backlog in Equipment deliveries and associated services” in 2023 and that this “adversely impact[ed] NDBEDP consumers.”⁵⁴ Lighthouse denies that it violated rule 64.6211(a)(1), arguing that it neither prevented Mr. Gebre from distributing equipment and providing related services nor barred him from traveling to southern California.⁵⁵

14. We agree with Mr. Gebre, for the reasons and record evidence identified in the previous section.⁵⁶ Whether Lighthouse did anything to prevent Mr. Gebre from distributing equipment is not germane to determining a violation of the rule. Compliance with rule 64.6211(a)(1) is based on the actions of a certified program toward NDBEDP *consumers*, not the actions of that program toward its employees. As a result of the substantial backlog affecting consumer services, Lighthouse failed to distribute equipment and provide related services to a substantial part of its service area for six months or more in 2023. This constituted a violation of rule 64.6211(a)(1).

3. 47 CFR § 64.6207(f)

15. As Mr. Gebre alleges,⁵⁷ the record before us establishes that Lighthouse operations experienced a substantive change in 2023, yet Lighthouse did not timely notify the Commission.⁵⁸ Rule 64.6207(f) requires that “[a] certified program shall notify the Commission within 60 days of any substantive change that bears directly on its ability to meet the qualifications necessary for certification.”⁵⁹ We may assume without deciding, as Lighthouse argues, that Lighthouse’s numerous staff-level employment decisions,⁶⁰ in themselves, do not constitute substantive changes of the sort that would mandate notification.⁶¹ Likewise, the conditions present at Lighthouse in 2023—the organization’s difficulty in procuring a translator who could travel throughout the state to support NDBEDP training and the evident inability to service consumers across a substantial portion of California⁶²—might have been excusable had they persisted for only a few days or even a few weeks. But, based on the facts here where these conditions existed for several months, we find that notification was required under rule 64.6207(f). As Lighthouse failed to deliver on its service obligations month after month, Lighthouse incurred an obligation to notify the Commission of its compromised NDBEDP operations, but did not do so. This failure to notify prevented the Commission from “help[ing] to ensure [the program] continue[s] to meet

⁵³ See 47 CFR § 64.6211(a)(1).

⁵⁴ Gebre Opening Brief at 8 (emphasis omitted). See Complaint at 3-4, para. 7.

⁵⁵ See Lighthouse Opening Brief at 7-8. See Answer at 8, para. 7.

⁵⁶ See *supra* section III.A.1.

⁵⁷ See Complaint at 4, para. 10; Gebre Opening Brief at 4.

⁵⁸ The record evidence describing this substantive change is incorporated by reference. See *supra* sections III.A.1, III.A.2.

⁵⁹ 47 CFR § 64.6207(f). “Substantive changes include those that might bear on the qualifications of the entity to meet our criteria for certification, such as changes in a program’s ability to distribute equipment across its state or significant changes in its staff . . .” NDBEDP Permanent Program Order, 31 FCC Rcd at 9194, para. 34.

⁶⁰ See Complaint at 6, 7, 9-10, paras. 16, 19, 27; Gebre Opening Brief at 9, 11.

⁶¹ See Lighthouse Opening Brief at 9-10.

⁶² See *supra* section III.A.1.

our criteria for certification when substantive changes occur.”⁶³ We therefore find that Lighthouse violated rule 64.6207(f).

4. 47 CFR § 64.6219(b)

16. The Commission’s NDBEDP rules provide whistleblower protections,⁶⁴ and require that “NDBEDP certified programs shall include these whistleblower protections with the information they provide about the program” on their websites.⁶⁵ Mr. Gebre alleges that Lighthouse violated this requirement,⁶⁶ with Lighthouse admitting that it “has not consistently posted this information on its public-facing website,” and that “the information was not posted on the website during the time subject to the Complaint,” namely October 2022 through July 2024.⁶⁷ This omission appears unintentional, given that Lighthouse included the required material in its employee handbook.⁶⁸ Nevertheless, by its omission, Lighthouse violated Commission rule 64.6219(b).

B. Mr. Gebre did not establish the other alleged Lighthouse violations.

17. Mr. Gebre alleges that Lighthouse violated numerous additional provisions of the NDBEDP rules.⁶⁹ However, we find no additional violations.

18. Under rule 64.6207(c)(1), an applicant for NDBEDP certification must have “[e]xpertise in the field of deaf-blindness, including familiarity with the culture and etiquette of individuals who are deaf-blind.”⁷⁰ Mr. Gebre alleges that Lighthouse lacks this expertise,⁷¹ but we are unpersuaded. Even during the period in 2023 when Lighthouse’s training staff was insufficient to service the whole state, its staff included numerous individuals who are deafblind or otherwise familiar with the culture and etiquette of individuals who are deafblind.⁷² These included at least [BEGIN CONFIDENTIAL] END CONFIDENTIAL] and Mr. Gebre.⁷⁵ Although Mr. Gebre asserts that

⁶³ See NDBEDP Permanent Program Order, 31 FCC Rcd at 9194, para. 34.

⁶⁴ See 47 CFR § 64.6219(a).

⁶⁵ See 47 CFR § 64.6219(b). Rule 64.219(b) also requires NDBEDP certified programs to provide whistleblower protections information “in any employee handbooks or manuals ... and in other appropriate publications.” *Id.*

⁶⁶ See Complaint at 4, para. 11; Gebre Opening Brief at 4.

⁶⁷ Lighthouse Opening Brief at 10; *id.* at n.32; Joint Statement at 4, para. 17 (“LightHouse acknowledges that at times, including during the entire period subject to the Complaint, it did not have information about whistleblower protections posted on its public-facing website consistent with Section 64.6217(b) of the Commission’s Rules.”); Answer at 8-9, para. 11.

⁶⁸ See Lighthouse for the Blind and Visually Impaired Employee Handbook, at 16-17, Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (produced May 7, 2025).

⁶⁹ We do not address Mr. Gebre’s allegations that Lighthouse violated rules beyond our jurisdiction, such as section 504 of the Rehabilitation Act (29 U.S.C. § 794). See, e.g., Gebre Opening Brief at 8.

⁷⁰ 47 CFR § 64.6207(c)(1).

⁷¹ Complaint at 2, para. 2; Gebre Opening Brief at 4.

⁷² See Lighthouse Interrogatory Responses at 1-3.

⁷³ See Resume of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL].

⁷⁴ See Resume of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL], Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (produced May 7, 2025) (Resume of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]; Complaint Ex. 4 at 1.

⁷⁵ See Resume of Mussie Gebre; Complaint Ex. 6 at 3.

certain other Lighthouse individuals lacked sufficient expertise,⁷⁶ he has not established that Lighthouse as an organization lacked this expertise.

19. Rule 64.6207(c)(2) requires that an entity have the “ability to communicate effectively with individuals who are deaf-blind (for training and other purposes), by among other things, using sign language, providing materials in Braille, ensuring that information made available online is accessible, and using other assistive technologies and methods to achieve effective communication.”⁷⁷ Again, while Mr. Gebre disputes the competence of certain Lighthouse employees hired or reassigned,⁷⁸ he does not dispute the competence of other employees; Lighthouse as an organization demonstrated the ability to communicate effectively with the deafblind community.⁷⁹ Indeed, the actions of Lighthouse employees and contractors—even when Lighthouse was failing to provide equipment and services in part of the state—confirm this ability.⁸⁰

20. Under rule 64.6207(c)(5), an NDBEDP certified entity must have “[e]xperience with the distribution of specialized customer premises equipment, especially to individuals who are deaf-blind.”⁸¹ Relatedly, rule 64.6207(c)(6) requires “[e]xperience in training consumers on how to use Equipment and how to set up Equipment for its effective use,”⁸² and rule 64.6207(c)(7) requires “[f]amiliarity with Covered Services.”⁸³ Throughout the relevant time period, Lighthouse employed or contracted for the services of several individuals experienced in distributing specialized customer premises equipment for supporting Covered Services, and in training consumers in its use.⁸⁴ Thus, despite Mr. Gebre’s allegations,⁸⁵ and for the reasons already stated,⁸⁶ we cannot find that Lighthouse lacked the requisite

⁷⁶ See Complaint at 6, 7, paras. 16-17, 19; Gebre Opening Brief at 4, 9, 11.

⁷⁷ 47 CFR § 64.6207(c)(2).

⁷⁸ See note 76.

⁷⁹ See Lighthouse Interrogatory Responses at 1-3; Complaint at 11, para. 30; Resume of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]; Resume of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]; Resume of Mussie Gebre; Resume of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL], Proceeding No. 24-221, Bureau ID No. EB-24-MD-003 (produced June 6, 2025) (Resume of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]).

⁸⁰ See Complaint Ex. 4 at 1 (Lighthouse employee claiming in a July 2023 email that “Just today alone, I had two more clients from SoCal reach out, who will both need in person assessment and training”); *id.* Ex. 6 at 3 (Mr. Gebre declaring that “this is important. So many consumers have been reaching out to me almost daily”); Gebre Supplemental Opposition to Motion to Dismiss, Ex. G at 2 ([BEGIN CONFIDENTIAL] [END CONFIDENTIAL] declaring that “[w]hen Lighthouse stopped in-person NDBEDP services from March 2023 to November 2023, consumers were contacting me for help with their equipment. I told Mr. Gebre about it, but he said there was nothing he could do. I was not able to help the consumers because I did not know how to do so, although I provided visual assistance to troubleshoot some pieces of equipment”).

⁸¹ 47 CFR § 64.6207(c)(5).

⁸² 47 CFR § 64.6207(c)(6).

⁸³ 47 CFR § 64.6207(c)(7).

⁸⁴ See Lighthouse Interrogatory Responses at 1-3; Resume of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]; Resume of Mussie Gebre; Resume of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL].

⁸⁵ See, e.g., Complaint at 3, paras. 4-6; Gebre Opening Brief at 4 (“Defendant intentionally and repeatedly delegated training responsibilities to individuals who lacked experience in training deaf-blind consumers how to use Equipment and how to set up Equipment to be used effectively.”); *id.* (“Instead of hiring qualified staff to fully comply with the requirements outlined in § 64.6207(c), Defendant employed persons who lacked familiarity with Covered Services”). We note that these allegations are generally unsupported by record evidence.

⁸⁶ See *supra* paras. 18-19.

experience or familiarity. In reaching this conclusion, we necessarily distinguish Lighthouse's *having experience* distributing specialized equipment from its ineffectiveness in *actually distributing* such equipment and training consumers on its use.

21. Rule 64.6211(a)(6) declares, "A certified program shall: Conduct outreach, in accessible formats, to inform state residents about the NDBEDP, which may include the development and maintenance of a program Web site."⁸⁷ Mr. Gebre alleges that Lighthouse barred Complainant from conducting direct outreach for six or more months in 2023.⁸⁸ While there is some evidence in the record that Lighthouse outreach requiring overnight stays was limited at times,⁸⁹ we cannot say that this goes beyond ordinary organizational scheduling and that it rises to the level of violating rule 64.6211(a)(6). Indeed, the record shows Lighthouse informing NDBEDP staff in mid-2023 that "[w]e have funds for Outreach" and inviting that Lighthouse employees spend those funds.⁹⁰ Further, the rule requires outreach "in accessible formats . . . which may include the development and maintenance of a program Web site."⁹¹ Lighthouse has a website with information concerning access to Covered Services,⁹² and the record does not support the conclusion that Lighthouse outreach was ever effectively absent; if anything, travel for direct outreach may have been limited at times.

22. Finally, rule 64.6211(a)(8) requires that "[a] certified program shall: [d]ocument compliance with all Commission requirements governing the NDBEDP and provide such documentation to the Commission upon request,"⁹³ and related rule 64.6215(a)(5) requires that "[e]very six months . . . a certified program shall submit data to the Commission" concerning promptness of service.⁹⁴ Mr. Gebre alleges that Lighthouse did not document and report compliance.⁹⁵ But no record evidence supports the claim that Lighthouse failed to submit data as required or requested by the Commission. As Complainant has failed to make out a *prima facie* case, we cannot find a violation of either documentation requirement.

C. The Consumer and Governmental Affairs Bureau will recommend corrective measures.

23. As a certified program authorized to receive reimbursement for NDBEDP activities from the TRS Fund, Lighthouse must comply with the Commission's rules establishing NDBEDP certification criteria and the obligations of certified entities.⁹⁶ Based on the factual findings, Lighthouse has fallen short in fulfilling certain of its obligations.⁹⁷ Consequently, we grant Mr. Gebre's Complaint in part and consider the remedy for these violations.

24. Mr. Gebre argues that Lighthouse should be disqualified immediately from administering the California NDBEDP program.⁹⁸ Lighthouse asserts that our liability determinations here should be incorporated within the review of Lighthouse's forthcoming application for recertification for the

⁸⁷ 47 CFR § 64.6211(a)(6).

⁸⁸ Complaint at 4, para 8. Gebre Opening Brief at 4.

⁸⁹ See Gebre Supplemental Opposition to Motion to Dismiss, Ex. E at 6.

⁹⁰ See *id.*, Ex. E at 7.

⁹¹ 47 CFR § 64.6211(a)(6).

⁹² See <http://lighthouse-sf.org/programs/access-technology/> (last visited Mar. 23, 2026).

⁹³ 47 CFR § 64.6211(a)(8).

⁹⁴ 47 CFR § 64.6215(a)(5).

⁹⁵ See Complaint at 12, para. 33; Gebre Opening Brief at 4.

⁹⁶ See, e.g., NDBEDP Permanent Program Order, 31 FCC Rcd at 9196, para. 40.

⁹⁷ See *supra* section III.A.1-4.

⁹⁸ Complaint at 16; Gebre Opening Brief at 12.

NDBEDP term running from July 1, 2027 to June 30, 2032.⁹⁹ Our rules permit, but do not necessitate, revocation for rules violations,¹⁰⁰ and we decline to immediately disqualify or impose other corrective measures on Lighthouse without further consideration.¹⁰¹ Nonetheless, we are not willing simply to postpone consideration of corrective measures until the next recertification period.

25. CGB has been delegated authority to grant certification to NDBEDP state entities,¹⁰² and CGB may revoke a state entity's certification and replace that certified entity before the expiration of the current certification period, unless the matter "present[s] novel questions of law, fact or policy that cannot be resolved under existing precedents and guidelines."¹⁰³ CGB also has been delegated significant responsibilities for managing the NDBEDP, including imposing categories of information to be reported,¹⁰⁴ handling informal complaints,¹⁰⁵ and designating an NDBEDP Administrator "to ensure the effective, efficient, and consistent administration of the program."¹⁰⁶ For example, in response to Mr. Gebre's informal complaint, CGB implemented quarterly reporting measures to monitor Lighthouse's timeliness of provision of services and equipment for a one-year period concluding with the first quarter of 2025.¹⁰⁷ Given the direct involvement of CGB and the NDBEDP Administrator in overseeing the performance of certified state programs,¹⁰⁸ we defer to CGB the responsibility for determining appropriate corrective measures to ensure servicing of NDBEDP consumers in California.¹⁰⁹ We therefore ask CGB

⁹⁹ Answer at 14.

¹⁰⁰ See 47 CFR § 64.6207(h) ("The Commission may suspend or revoke NDBEDP certification if, after notice and an opportunity to object, the Commission determines that an entity *is no longer qualified* for certification.") (emphasis added).

¹⁰¹ See NDBEDP Permanent Program Order, 31 FCC Rcd at 9180, 9197, paras. 2, 43 ("Unlike the USF suspension and debarment procedures, however, the procedures we adopt for the NDBEDP do not contemplate that participation in the NDBEDP will automatically be suspended at the beginning of the suspension or revocation process. Rather, to minimize disruption, we retain the pilot program provision allowing the Commission or [CGB] to take appropriate and necessary steps to ensure continuity of service for equipment applicants and recipients in the affected state.") (internal citations omitted).

¹⁰² See NDBEDP Permanent Program Order, 31 FCC Rcd at 9184, para. 9.

¹⁰³ See 47 CFR § 64.6207(e), (h); NDBEDP Permanent Program Order, 31 FCC Rcd at 9196, at para. 42 ("Action to suspend or revoke an entity's certification may be taken either by the Commission, or [CGB], on delegated authority."); 47 CFR § 0.361(c) ("The Chief, Consumer and Governmental Affairs Bureau, is delegated authority to perform all functions of [CGB], described in § 0.141, provided that the following matters shall be referred to the Commission en banc for disposition: . . . (c) Matters that present novel questions of law, fact or policy that cannot be resolved under existing precedents and guidelines.").

¹⁰⁴ 47 CFR § 64.6215(b).

¹⁰⁵ 47 CFR § 64.6217(a)(1).

¹⁰⁶ 47 CFR § 64.6205. The incumbent NDBEDP Administrator is a Commission employee within CGB.

¹⁰⁷ See Joint Statement at 4, para. 15.

¹⁰⁸ See, e.g., 47 CFR §§ 64.6205; 64.6207(g), (j)(1); 64.6209(b); 64.6211(a)(7); 64.6213(d); 64.6215(b); 64.6219(a).

¹⁰⁹ In its January 2025 order in this case, the Enforcement Bureau, noting that "neither the Commission nor the Consumer and Governmental Affairs Bureau has yet revoked an NDBEDP certification," stated an expectation that "on this record the Commission itself, rather than either the Consumer and Governmental Affairs Bureau or the Enforcement Bureau, would ultimately determine . . . Lighthouse's NDBEDP certification status," as well as the merits of the Gebre complaint. See Order Granting in Part Motion to Dismiss, 2025 WL 238063 at *4, para. 14. Subsequently, however, the Commission did take action to revoke the certification of an NDBEDP entity serving a different state. See *FCC Revokes Certification of Assistive Technology of Alaska and Invites Applications for the National Deaf-Blind Equipment Distribution Program for the State of Alaska*, Public Notice, DA 25-969 (rel. Nov. 20, 2025) (announcing revocation); Letter from Jacqueline Ellington, NDBEDP Administrator, to Mystie Rail, Executive Director, Assistive Technology of Alaska, CG Docket No. 10-210, DOC-414355A1 (Sept. 8, 2025)

(continued....)

to review the findings in this order and impose the corrective measures needed to ensure that, going forward, the NDBEDP in California is conducted by a qualified entity in accordance with the Commission's rules.

IV. ORDERING CLAUSES

26. Accordingly, **IT IS HEREBY ORDERED**, pursuant to sections 4(i), 4(j), and 719 of the Communications Act, 47 U.S.C. §§ 154(i), 154(j), and 620, sections 1.720-1.740, and 64.6201-64.6219 of the Commission's rules, 47 CFR §§ 1.720-1.740, and 64.6201-64.6219, and the authority delegated in sections 0.111 and 0.311 of the Commission's rules, 47 CFR §§ 0.111, 0.311, and for the reasons explained above, the Complaint is **GRANTED** as follows:

(i) We find Lighthouse to have violated Commission rules 64.6207(c)(4), 64.6211(a)(1), 64.6207(f), and 64.6219(b).

(ii) We ask the Commission's Consumer and Governmental Affairs Bureau to impose corrective measures based on the findings adopted in this proceeding.

27. The Complaint is otherwise **DENIED**.

FEDERAL COMMUNICATIONS COMMISSION

Patrick Webre
Chief
Enforcement Bureau

(Continued from previous page) _____
(setting forth the grounds for the then-proposed revocation). Thus, the factual basis underlying the Enforcement Bureau's stated expectation no longer exists. Further, at this time, we do not find in the record any novel questions of law, fact, or policy regarding Lighthouse's certification status that require determination by the Commission rather than at the bureau level. *See* 47 CFR § 0.361(c). Should such a question arise, we expect that it will be referred to the full Commission.