

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

In the Matter of )
CaptionCall, LLC ) File No.: EB-TCD-22-00034166
) CD Acct. No.: 202432170003
) FRN: 0022575187
MachineGenius, Inc. ) File No.: EB-TCD-22-00033824
) CD Acct. No.: 2023217006
) FRN: 0029557113

ORDER

Adopted: July 8, 2024

Released: July 9, 2024

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (FCC of Commission) has entered into a Consent Decree to resolve its Investigation into whether Sorenson Communications, LLC, and CaptionCall, LLC, (CaptionCall), in its provision of Internet Protocol Captioned Telephone Service (IP CTS) violated the Commission’s rules prohibiting the retention of call content beyond the duration of a call and the submission of inaccurate information to the Telecommunications Relay Service (TRS) Fund Administrator. To resolve this matter, CaptionCall agrees to implement the terms of this Consent Decree, including novel privacy and data protection measures, and undertake a settlement which includes a TRS Fund reimbursement of \$12,000,000 and a civil penalty of \$5,000,000. As part of the settlement, CaptionCall also agrees to relinquish all claims to \$13,655,072.38 associated with compensation for IP CTS minutes and to spend a minimum of \$4,000,000 on TRS privacy and data protection enhancements.

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.

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of CaptionCall’s basic qualifications to hold or obtain any Commission license or authorization.<sup>1</sup>

4. Accordingly, IT IS ORDERED that, pursuant to section 4(i) of the Act, 47 U.S.C. § 154(i), and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules, 47 CFR §§ 0.111, 0.311, the attached Consent Decree IS ADOPTED and its terms incorporated by reference.

5. IT IS FURTHER ORDERED that the above-captioned matters ARE TERMINATED in accordance with the terms of the attached Consent Decree.

<sup>1</sup> See 47 CFR § 1.93(b).

6. **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 Shawn Troutt, Chief Legal Officer, CaptionCall, LLC, 4192 Riverboat Rd., Salt Lake City, UT 84123, John Nakahata, Harris, Wiltshire & Grannis LLP, 1919 M Street NW, Washington, DC 20036, and to Travis LeBlanc, Cooley LLP, 1299 Pennsylvania Avenue NW, Suite 700, Washington, DC 20004.

FEDERAL COMMUNICATIONS COMMISSION

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Chief  
Enforcement Bureau



Data, including, but not limited to, oral and written contracts, amendments, addendums, exhibits, appendices, schedules, side letters, and any other document related to any such agreement.

- (e) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
- (f) “Call Captioning” shall refer to activities implemented by CaptionCall or any person or entity acting on behalf of CaptionCall to generate captions in the provisioning of an IP CTS call.
- (g) “CaptionCall” or “Company” shall refer to CaptionCall, LLC to the extent that the company provides branded IP CTS pursuant to an FCC certification.
- (h) “CaptionCall, LLC” shall refer to CaptionCall, LLC, a wholly owned subsidiary of Sorenson Communications, LLC and holder of a conditional certification from the Commission to provide IP CTS, any predecessors-in-interest and any successors-in-interest, to the extent they provide(d) IP CTS.
- (i) “CD Acct No.” means account number 202432170003, associated with payment obligations described in paragraph 22 of this Consent Decree.
- (j) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
- (k) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which CaptionCall is subject by virtue of its FCC certification.
- (l) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 16.
- (m) “Covered Incident” means any incident: (1) that results in CaptionCall notifying, pursuant to a statutory or regulatory requirement, any U.S. federal, state, or local government entity that User Data was, or is reasonably believed to have been, accessed, acquired, or publicly exposed without authorization; (2) in which User Data was, or is reasonably believed to have been, accessed, acquired, or publicly exposed, in each case without authorization, provided that this shall not include a good-faith access to or acquisition of User Data by a CaptionCall employee or agent (including Vendors) where such information is not used improperly or further disclosed; or (3) in which User Data was subject to unlawful retention.
- (n) “Covered Personnel” means all CaptionCall employees and Vendors of CaptionCall who (i) perform duties related to CaptionCall’s filings to the Administrator, (ii) perform Marketing Partner functions, or (iii) directly, supervise, oversee, or manage the performance of duties that are required for CaptionCall’s compliance with the Communications Laws and this Consent Decree, including the Privacy and Data Protection Program. Only Vendors receiving benefits, financial or otherwise, will be considered to be Covered Personnel.
- (o) “CPNI” or “Customer Proprietary Network Information” shall have the same meaning as the term is defined in 47 CFR § 64.5103(f).
- (p) “December 2021 Consent Decree” shall mean the Consent Decree entered into between the Bureau and CaptionCall on December 3, 2021, DA 21-1488.<sup>4</sup>

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<sup>4</sup> See *December 2021 Consent Decree*, 36 FCC Rcd 16545 (EB 2021).

- (q) “Document” shall mean the complete original (or in lieu thereof, exact copies of the original) and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any taped, recorded, transcribed, written, typed, printed, filmed, punched, computer-stored, electronically stored, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated, or made.
- (r) “Effective Date” means the date by which both the Bureau and CaptionCall have signed the Consent Decree and the Bureau has released an Adopting Order.
- (s) “Internet Protocol Captioned Telephone Service” or “IP CTS” shall have the same meaning as the term is defined in 47 CFR § 64.601(a)(19).
- (t) “Investigation” means the investigation commenced by the Bureau in EB-TCD-22-00034166 regarding whether CaptionCall violated the Communications Laws, including the issues associated with Noncompliance Reports filed pursuant to the *December 2021 Consent Decree* and, as a successor, the *MachineGenius Consent Decree*.
- (u) “*MachineGenius Consent Decree*” shall mean the Consent Decree entered into between the Bureau and MachineGenius, Inc. on July 8, 2022, DA 22-729.<sup>5</sup>
- (v) “Marketing” shall refer to activities implemented by CaptionCall or its agent acting on behalf of or under the direction of CaptionCall, to identify or solicit potential new customers for CaptionCall or conduct person-to-person activities to promote use of the Company’s IP CTS products and service.
- (w) “Marketing Partner” shall refer to any Vendor that receives benefits, financial or otherwise, and is tasked with identifying, educating, or otherwise soliciting prospective or potential IP CTS users with the intent of becoming CaptionCall customers. This does not include entities to the extent that their engagement with CaptionCall is only to publish, broadcast, host or facilitate advertising.
- (x) “Noncompliance Reports” shall refer to the reports filed pursuant to paragraph 24 of the *December 2021 Consent Decree*, paragraph 16 of the *MachineGenius Consent Decree*, and paragraph 17 of this Consent Decree.
- (y) “Operating Procedures” means the standard internal operating procedures and compliance policies established by CaptionCall to implement the Compliance Plan as described in this Consent Decree at paragraph 16.
- (z) “Parties” means CaptionCall and the Bureau, acting pursuant to delegated authority from the Commission, each of which is a “Party.”
- (aa) “Privacy and Data Protection Program” means the privacy and data protection-related obligations, program, and procedures described in this Consent Decree at paragraph 16(b).
- (bb) “Requests for Reimbursement” shall mean CaptionCall’s monthly submissions made to the TRS Fund Administrator for the purpose of receiving reimbursements for the provision of IP CTS.
- (cc) “Resubmissions” shall mean any Request for Reimbursement submitted to the TRS Fund Administrator to modify a prior Request for Reimbursement.
- (dd) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

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<sup>5</sup> See *MachineGenius Consent Decree*, 37 FCC Rcd 7817 (EB 2022).

- (ee) “Sorenson Communications, LLC” shall mean the parent of CaptionCall, LLC, and any predecessors-in-interest and successors-in-interest, solely to the extent that the entity held an FCC certification to provide IP CTS.
- (ff) “Telecommunications Relay Services” or “TRS” shall have the same meaning as the term is defined in 47 CFR § 64.601(a)(43).
- (gg) “TRS Fund” or “Fund” shall refer to the term as described in 47 CFR § 64.604(c)(5)(iii).
- (hh) “TRS Rules” means the regulations set forth at 47 CFR §§ 64.5101 through 64.5111 and §§ 64.601 through 64.636, Commission orders related to 47 U.S.C. § 225 of the Act, and any other applicable Rules and orders specifically related to IP CTS.
- (ii) “User Data” means, with respect to IP CTS: (1) Customer Proprietary Network Information (CPNI); (2) information collected from a user to comply with 47 CFR §§ 64.611(j) and 64.615, as applicable; (3) IP CTS call content, whether audio or transcribed; and (4) “personally identifiable information” as defined in 47 CFR § 64.2011(e)(5), as published at 89 Fed. Reg. 9968, 10002 (Feb. 12, 2024), to which the Company has access. User Data does not include information that has been aggregated, deidentified or anonymized.
- (jj) “Vendor” or “Vendors” means any contractor, agent, or third-party entity that provides services to or on behalf of CaptionCall in its provision of IP CTS.

## II. BACKGROUND

3. Telecommunications Relay Services (TRS) allow millions of Americans to conduct critical conversations every day. TRS enables persons who are deaf, hard of hearing, deafblind or have speech disabilities to utilize the telecommunications system to make and receive calls through the use of technology and/or Communications Assistants (CAs). Internet Protocol Captioned Telephone Service (IP CTS) is an Internet form of TRS for hard of hearing users that use their voice to speak, but need the service to communicate effectively on a call with another party.<sup>6</sup> With IP CTS, users are able to read captions of the communications of the other party to the call using an IP-enabled device or application connected to the Internet. During the conversation, the captions are generated by a CA or automatic speech recognition (ASR) software.

4. Section 225 of the Communications Act of 1934, as amended (the Act) requires the Commission to ensure the provision of TRS is functionally equivalent to the provision of voice communication services used by persons without disabilities, including the privacy and confidentiality of call content.<sup>7</sup> The Commission has long emphasized that when a TRS caller reaches a CA, it is the equivalent of reaching a dial tone.<sup>8</sup> Section 225 directs the Commission to adopt regulations that prohibit providers from disclosing and keeping records of the content of any relayed conversation beyond the duration of a call and from intentionally altering a relayed conversation.<sup>9</sup> Likewise, section

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<sup>6</sup> 47 CFR § 64.601(a)(23). “With IP CTS, the connection carrying the captions between the relay service provider and the relay service user is via the [I]nternet rather than the public switched telephone network.”

<sup>7</sup> 47 U.S.C. § 225(a)(3), (b)(1).

<sup>8</sup> See, e.g., *Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, CC Docket No. 98-67, Report and Order and Further Notice of Proposed Rulemaking, 15 FCC Rcd 5165-66, para. 60 (2000) (For a TRS user, reaching a CA to place a relay call is the equivalent of picking up a phone and getting a dial tone.); *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 No. 13-124 and 03-123, Report and Order and Further Notice of Proposed Rulemaking, 28 FCC Rcd 8671, para. 136, n. 299 (2013).

<sup>9</sup> 47 U.S.C. § 225(d)(1)(F)-(G).

64.604(a)(2)(i)-(ii) of the TRS Rules prohibit CAs from disclosing or keeping records of the content of any conversation beyond the duration of a call and, with limited exceptions, from intentionally altering a relayed conversation.<sup>10</sup> In addition to establishing the requirement for TRS providers to maintain the confidentiality of relayed conversations, the Commission has adopted rules to protect TRS users' privacy, User Data, and the integrity of the TRS Fund.

5. CaptionCall provides IP CTS pursuant to a conditional certification.<sup>11</sup> On December 3, 2021, the Commission, Sorenson Communications, LLC, and CaptionCall, LLC entered into a consent decree to terminate an investigation into potential violations of the Commission's TRS Rules.<sup>12</sup> On July 8, 2022, MachineGenius, LLC entered into a consent decree with the Bureau.<sup>13</sup> CaptionCall became a successor-in-interest to this consent decree when it purchased assets from MachineGenius, LLC on July 12, 2022. Pursuant to the *December 2021 Consent Decree*, CaptionCall implemented an enhanced compliance program.<sup>14</sup>

6. As a result of CaptionCall's ongoing compliance monitoring and compliance processes, and as required by the *December 2021 Consent Decree* and *MachineGenius Consent Decree*, CaptionCall submitted noncompliance reports that identified and reported various issues to the Bureau.<sup>15</sup>

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<sup>10</sup> 47 CFR § 64.604(a)(2)(i)-(ii).

<sup>11</sup> *Extension of Conditional Certifications of CaptionCall, LLC and Sorenson Communications, LLC, to Provide Telecommunications Relay Services*, CG Docket Nos. 03-123, 10-51, Public Notice, DA 24-281, 2024 WL 1236608 (CGB Mar. 20, 2024); *see also Grant of Conditional Certification for CaptionCall, LLC to Provide Internet Protocol Captioned Telephone Service After Its Acquisition by Ariel GP Holdco, LLC*, CG Docket No. 03-123, Public Notice, DA 22-311 (CGB 2022). The Company previously provided IP CTS under Sorenson Communications, LLC's conditional certification.

<sup>12</sup> *December 2021 Consent Decree*, *supra* note 1.

<sup>13</sup> *MachineGenius Consent Decree*, *supra* note 1. CaptionCall has filed all reports of noncompliance submitted to the Bureau pursuant to the MachineGenius Consent Decree. *See, e.g.*, Report of Noncompliance from CaptionCall, LLC, to Kristi Thompson, Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (Aug. 16, 2022) (on file in EB-TCD-22-00033824).

<sup>14</sup> *December 2021 Consent Decree*, *supra* note 1, at 16556-61, para. 23.

<sup>15</sup> *See id.* at 16561-62, para. 24; *MachineGenius Consent Decree*, *supra* note 1, at 7824, para 16. *See also* Letter Report of Noncompliance, from Steven Fredley, Compliance Officer, CaptionCall, LLC, to Sharon Lee, Deputy Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (Feb. 17, 2022) (on file in EB-TCD-17-00024119); Letter Report of Noncompliance, from Steven Fredley, Compliance Officer, CaptionCall, LLC, to Kristi Thompson, Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (Mar. 17, 2022) (on file in EB-TCD-17-00024119); Report of Noncompliance, Letter from Steven Fredley, Compliance Officer, CaptionCall, LLC, to Kristi Thompson, Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (Apr. 13, 2022) (on file in EB-TCD-17-00024119); Letter Report of Noncompliance, from Steven Fredley, Compliance Officer, CaptionCall, LLC, to Kristi Thompson, Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (June 15, 2022) (on file in EB-TCD-17-00024119) (June 2022 Noncompliance Report); Letter Report of Noncompliance, from Andrew Jorgensen, Compliance Officer, CaptionCall, LLC, to Kristi Thompson, Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (Aug. 16, 2022) (on file in File No. EB-TCD-22-00033824); Letter Report of Noncompliance, from Steven Fredley, HWG LLP, Counsel for CaptionCall, LLC, to Kristi Thompson, Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (Oct. 3, 2022) (on file in EB-TCD-17-00024119); Letter Report of Noncompliance, from Steven Fredley, HWG LLP, Counsel for CaptionCall, LLC, to Kristi Thompson, Chief, and Sharon Lee, Deputy Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (Feb. 7, 2023) (on file in EB-TCD-17-00024119); Letter Report of Noncompliance, from Steven Fredley, HWG LLP, Counsel for CaptionCall, LLC, to Kristi Thompson, Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (Feb. 7, 2023) (on file in File No. EB-TCD-22-00033824); Letter Report of Noncompliance, from Steven Fredley, HWG LLP, Counsel for CaptionCall, LLC, to Kristi Thompson, Chief, and Sharon Lee, Deputy Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (Feb. 16, 2023) (on file in EB-TCD-17-00024119); Letter Report of Noncompliance, from Steven Fredley, HWG LLP, Counsel for CaptionCall, LLC, to Kristi Thompson, Chief, and Sharon Lee, Deputy

(continued....)

CaptionCall's noncompliance reports included, among other things, (i) the improper retention of call content beyond the duration of the call,<sup>16</sup> (ii) failure to send required account change notifications to some customers in a timely manner, (iii) a description of actions taken by its Marketing Partners which resulted in noncompliance reports,<sup>17</sup> and (iv) seeking and receiving compensation from the TRS Fund for minutes that were ineligible for compensation.<sup>18</sup> The Bureau initiated an Investigation into these matters and CaptionCall fully cooperated, including making its personnel available for interviews with the Bureau.<sup>19</sup> As part of the Bureau's Investigation, Commission staff, supported by the Administrator, conducted a site visit at CaptionCall facilities in Salt Lake City, Utah. The site visit allowed the Commission and Administrator to obtain information on the reported noncompliance issues and CaptionCall's remediation efforts.

7. To resolve the Bureau's Investigation, CaptionCall and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

### III. TERMS OF AGREEMENT

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

9. **Jurisdiction.** CaptionCall agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

10. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

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Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (Mar. 7, 2023) (on file in EB-TCD-17-00024119); Letter Report of Noncompliance, from Steven Fredley, HWG LLP, Counsel for CaptionCall, LLC, to Kristi Thompson, Chief, and Sharon Lee, Deputy Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (Mar. 16, 2023) (on file in EB-TCD-17-00024119). CaptionCall also provided supplemental filings letters for some of the reports. The Bureau and CaptionCall acknowledge that CaptionCall's implementation of an enhanced compliance program facilitated CaptionCall's ability to identify, report and remediate these issues.

<sup>16</sup> June 2022 Noncompliance Report. CaptionCall stated the Company was not aware of the software errors or call content retention prior to discovery of the software error in June of 2022. During the course of the Investigation, CaptionCall has reiterated that it found no evidence to believe that the retained call content was accessed, breached, or disclosed in any way.

<sup>17</sup> Letter Report of Noncompliance, from Steven Fredley, HWG LLP, Counsel for CaptionCall, LLC, to Kristi Thompson, Chief, and Sharon Lee, Deputy Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (Feb. 7, 2023) (on file in EB-TCD-17-00024119); Letter Report of Noncompliance, from Steven Fredley, HWG LLP, Counsel for CaptionCall, LLC, to Kristi Thompson, Chief, and Sharon Lee, Deputy Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (Feb. 16, 2023) (on file in EB-TCD-17-00024119). CaptionCall compensated both Marketing Partners based on referrals made that became registered CaptionCall users. The practices resulted from work done pursuant to the agreement with CaptionCall. CaptionCall considers the actions of both Marketing Partners to be violations of the specific compliance safeguards of the Marketing Partners' contracts with CaptionCall. CaptionCall identified these problems through its own vendor monitoring, and timely terminated these arrangements when its compliance review identified these noncompliance issues.

<sup>18</sup> These minutes included, among other things, minutes generated through internal phone numbers, minutes associated with calls where the content was altered based on a CA's action/lack of action or software settings, and calls with unreadable captions.

<sup>19</sup> Letter of Inquiry from Kristi Thompson, Chief, Telecommunications Consumers Division, FCC Enforcement Bureau, to Steven Fredley, Counsel to Sorenson Communications, LLC and CaptionCall, LLC (Aug. 25, 2022) (on file in EB-TCD 22-00034166).



11. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree, and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, CaptionCall agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the violations identified in this Consent Decree or existence of this Consent Decree in any action against CaptionCall concerning the matters that were the subject of the Investigation, provided that CaptionCall satisfies its obligations under this Consent Decree. In the event that CaptionCall fails to satisfy any of its material obligations under this Consent Decree, the Bureau may take any enforcement action available pursuant to the Act and the Rules with respect to each Violation, and/or the violation of this Consent Decree.

12. **Representations; Warranties.** CaptionCall represents and warrants that it will treat the Civil Penalty set forth herein as a penalty within the meaning of section 162(f) of the Internal Revenue Code.<sup>20</sup> The Company also agrees that it will not treat any payment of the Civil Penalty described below in paragraph 22 as tax deductible for purposes of federal, state, or local law or include the Civil Penalty as a business cost in its Annual Cost Submission to the TRS Fund Administrator.

13. Sorenson and CaptionCall warrant that they will invest a total of at least \$4,000,000 in TRS privacy and data protection enhancements and user awareness in support of their provision of TRS, as described in paragraph 21 herein. CaptionCall further warrants the investment pursuant to paragraph 21 herein shall be in addition to any such costs associated with implementing or complying with any of the requirements set forth in paragraph 16 of this Consent Decree.

14. CaptionCall also warrants that it will relinquish any claims to reimbursement of \$13,655,072.38 for minutes not handled in compliance with the Commission's rules.<sup>21</sup>

15. **Admission of Facts.** For the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 11 herein, that paragraphs 5 and 6 herein contain a true and accurate description of the facts underlying the Investigation. No other admissions are made by CaptionCall.

16. **Compliance Plan.** Within ninety (90) calendar days after the Effective Date, CaptionCall shall develop a plan designed to ensure compliance with the Communications Laws and the terms and conditions of this paragraph (Compliance Plan). The Compliance Plan at a minimum shall consist of the following:

- (a) **Operating Procedures.** Within one-hundred and twenty (120) days after the Effective Date:
  - i. **Process Assessment.** CaptionCall shall engage a qualified, independent examiner to conduct an assessment of all CaptionCall processes that support and/or contribute to CaptionCall's submissions of Requests for Reimbursement to the TRS Fund Administrator. The assessment shall be performed within twelve (12) months from the Effective Date.
  - ii. **Internal Compliance Reporting.** CaptionCall shall ensure that the head(s) of key functions including, but not limited to, IT, Customer Support, Account Management, Sales, and Marketing, have been trained on their obligations to provide oversight and to report compliance issues to the Compliance Officer

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<sup>20</sup> See 26 U.S.C. § 162(f).

<sup>21</sup> CaptionCall identified and reported the minutes associated with the \$13,655,072.38 in Noncompliance Reports submitted to the Bureau based on compliance review measures established subsequent to the *December 2021 Consent Decree*. CaptionCall previously received \$440,237.35 of the \$13,655,072.38 in reimbursements from the TRS Fund and has already submitted revised billing data to the TRS Administrator. The remaining \$13,214,835.48 is associated with minutes that have not been reimbursed to CaptionCall from the TRS Fund.

and the Privacy Officer, where applicable, and are adhering to CaptionCall's established compliance reporting policies. Additionally, the Compliance Officer shall compile information on compliance reporting and provide it to the Chief Legal Officer on a quarterly basis.

- iii. **Management of Incidents Involving Potential Noncompliance.** CaptionCall shall establish, implement, and/or modify a documented process for managing incidents of noncompliance with the Communications Laws and the terms of this Consent Decree to ensure at a minimum:
1. A documented and disseminated policy that describes requirements for timely notification to the Compliance Officer, Privacy Officer, and/or Chief Legal Officer, as appropriate, upon discovery of any incident that may have resulted in violation of the Communications Laws;
    - a. Provides employees and parties working on behalf of CaptionCall with clear guidance on the notifications required when the person or entity discovers an issue that raises the potential of noncompliance with the Communications Laws and this Consent Decree; and
    - b. Describes the escalation process and authorizations required for addressing an incident and/or remediation.
  2. A record of the issue is created, including, but not limited to, the staff/contractors involved in the identification, if known, and remediation of the incident, the critical dates from discovery to resolution, and all remediation actions related to the incident;
  3. Documents are retained in accordance with the following:
    - a. To the extent that the noncompliance incident impacted CaptionCall's billing submission(s) to the Administrator, the compliance incident record(s) and related documents, other than User Data, shall be retained for five (5) years in accordance with 47 CFR § 64.604(c)(5)(iii)(D)(7); and
    - b. Documents describing the incidence of noncompliance and the resolution for three (3) years following the resolution of the incident.
  4. A regular review by the Compliance Officer of reported incidents, investigation reports, and remediation efforts.
- iv. **Vendor Agreements.** CaptionCall shall ensure all Agreements with Vendors, including any modifications, are executed in writing after a review to ensure that the arrangements are consistent with the Communications Laws. All new Agreements, or those renewed after the Effective Date (Renewed Agreements) between CaptionCall and any Vendor that handles CA-based captioning for IP CTS calls on behalf of CaptionCall shall include a requirement allowing CaptionCall to conduct annual in-person site visits to the Vendor's Network Operations Center (NOC) and location(s) where captioning of CA-based CaptionCall IP CTS calls are handled and permitting CaptionCall to routinely conduct remote monitoring of such IP CTS calls the Vendor handles on behalf of CaptionCall.

- (b) **TRS Privacy and Data Protection Program.** Within one hundred and twenty (120) calendar days after the Effective Date, CaptionCall shall develop and implement a TRS Privacy and Data Protection Program that is reasonably designed to ensure compliance with the privacy and data protection-related requirements of the Communications Laws and the following terms of this Consent Decree. The Privacy and Data Protection Program at a minimum shall consist of the following:
- i. **Privacy Officer.** CaptionCall shall designate a Privacy Officer to establish, implement, and manage the Company's Privacy and Data Protection Program. The Privacy Officer must have the training, qualifications, experience, and resources necessary for implementing, maintaining, and monitoring the privacy -related requirements of the Privacy and Data Protection Program, and will collaborate with the Chief Information Security Officer to oversee the data protection-related requirements of the Privacy and Data Protection Program. The Privacy Officer shall report directly to the Chief Executive Officer and/or the Chief Legal Officer and, in conjunction with the Compliance Officer and the Chief Information Security Officer, be responsible for overseeing that CaptionCall establishes appropriate policies, procedures, risk assessments, and training concerning the privacy and data protection-related requirements of the Communications Laws that relate to User Data. The Privacy Officer will have primary oversight of CaptionCall's efforts to comply with the privacy-related requirements of the Privacy and Data Protection Program, and will collaborate with the Chief Information Security Officer to oversee CaptionCall's efforts to comply with the data protection-related requirements of the Privacy and Data Protection Program.
  - ii. **Data Retention Schedule and Data Inventory.** CaptionCall shall develop, implement, and maintain, at a minimum:
    1. A data retention schedule that limits the retention of User Data for only as long as is reasonably necessary to fulfill the purpose for which the User Data was collected or as otherwise required to comply with applicable laws or other legal requirements;
    2. A requirement that CaptionCall document and adhere to a retention schedule for User Data, setting forth: (a) the purposes for which such information is collected; (b) the specific business needs for retaining each category of User Data; and (c) a set timeframe for deletion of each category of User Data (absent any intervening deletion requests from consumers) that precludes indefinite retention of any User Data, unless otherwise required by applicable law or other legal requirements;
    3. Policies to document internally the decision to collect, use, disclose, or maintain each category of User Data. Such documentation should include: (a) the purpose for which the category of User Data is being collected; (b) whether controls are in place to ensure that the category of User Data collected is only used for the particular purpose for which it was collected; (c) the data retention limit set for each category of User Data (per the retention schedule); and (d) the categories of authorized employees and Vendors who have a need-to-know and access to each category of User Data; and

4. Policies requiring the secure deletion and disposal of User Data, including, where appropriate, the sanitization or destruction of electronic media containing User Data.
- iii. **Call Content Retention Processes.** CaptionCall shall develop policies designed to ensure that:
    1. New or modified IP CTS software or systems are tested/audited for retention of IP CTS call content; and
    2. Privacy and security protections are considered when developing new IP CTS service enhancements, or making changes to software and systems used to manage or process IP CTS calls, and any such changes or development are carried out pursuant to a secure system development lifecycle (SDLC) for software development. At a minimum, the SDLC should include the NIST SP 800-218, or a similarly situated and recognized framework, for the implementation of secure software development.
  - iv. **Incident Response.** CaptionCall shall develop and implement policies and procedures for detecting, responding to, and limiting the consequences of Covered Incidents.
  - v. **Vendor Oversight.** CaptionCall shall ensure that for any new or Renewed Agreements entered into more than ninety (90) calendar days after the Effective Date:
    1. It conducts a data privacy and security assessment prior to the engagement of any new or Renewed Agreement with a Vendor that will be processing User Data on behalf of CaptionCall;
    2. All such Agreements between CaptionCall and any Vendor that processes or stores User Data on behalf of CaptionCall will include requirements consistent with, and no less stringent than, the following:
      - a. Requiring the Vendor to implement data protection measures consistent with, and no less stringent than, the applicable requirements of subsections (ii)(4), (iii), and (iv) of this Privacy and Data Protection Program;
      - b. Requiring the Vendor to notify CaptionCall of any Covered Incident as soon as is practicable, but no later than three (3) business days after discovery;
      - c. Requiring the Vendor to provide CaptionCall with specific information upon request when notified that the information is necessary for CaptionCall to respond to a regulatory inquiry or obligation;
      - d. Stipulating that CaptionCall may conduct assessments of the Vendor once every two years. The objective of such assessments is to ensure any User Data being transmitted, stored, or processed by the Vendor is subject to privacy and security measures that are compliant with the applicable requirements of subsections (ii)(4), (iii), and (iv) of this Privacy and Data Protection Program; provided, however,

- that notwithstanding the foregoing, the Vendor may satisfy this assessment requirement by providing a copy of its most recent audit report performed by a qualified and independent third-party auditor covering these requirements; and
- e. Notifying CaptionCall of security-related changes in the Vendor's systems that materially impact User Data.
3. CaptionCall develops, implements, and modifies, as required, processes that govern its oversight of Vendors that have access to User Data based on the service(s) the Vendor provides to or on behalf of CaptionCall.
- vi. **Subsequent Changes.** To the extent that CaptionCall has some aspect of this Privacy and Data Protection Program for User Data already in place on the Effective Date, CaptionCall shall ensure that subsequent changes maintain or enhance the Privacy and Data Protection Program consistent with the relevant and then current requirements of the Communications Laws and this Consent Decree.
  - vii. **Risk Assessment.** Within one-hundred and eighty (180) calendar days after the Effective Date, CaptionCall shall engage a qualified, independent assessor that is not an affiliate of CaptionCall or its owners, to conduct a risk assessment of CaptionCall's Privacy and Data Protection Program for User Data pursuant to applicable requirements for the Privacy and Data Protection Program in this Consent Decree. CaptionCall shall submit the Executive Summary and Summary of Findings to the Bureau in its sixteen (16) month Compliance Report filed pursuant to paragraph 18.
- (c) **Marketing and Call Captioning.** Within thirty (30) calendar days after the Effective Date, CaptionCall shall:
- i. Describe in all new Agreements or any Renewed Agreements with Marketing Partners and CA-based Call Captioning Vendors, the details of the work to be performed on behalf of CaptionCall and identify the points of contact between CaptionCall and the Marketing Partner or Vendor;
  - ii. Maintain all Agreements associated with costs reported in submissions to the TRS Fund Administrator for at least two years after the term of the Agreement;
  - iii. Require in all new Agreements and Renewed Agreements that Marketing Partners and CA-based Call Captioning Vendors must provide CaptionCall with specific information upon request when notified that the information is necessary for CaptionCall to respond to a regulatory inquiry or obligation;
  - iv. Waive in all Agreements any requirement for a Marketing or Call Captioning Vendor to (a) notify CaptionCall of the Vendor's receipt of an inquiry from the Commission or an agent acting on behalf of the Commission and (b) obtain CaptionCall's approval for the Marketing Partner or Vendor to respond to the Commission or its agent;
  - v. Ensure that billing and payment Documents associated with each entity that receives compensation from CaptionCall based on performing Marketing or Call Captioning functions are recorded and retained for at least two years after the term of the Agreement; and

- vi. Maintain a process to terminate any Agreement with any Marketing Partner within three (3) business days of obtaining information confirming that a Marketing Partner has violated the Communications Laws or the terms of this Consent Decree when performing the work done on behalf of CaptionCall.
- (d) **Resubmissions to the TRS Fund Administrator.** Within sixty (60) days of the Effective Date, CaptionCall shall provide the Administrator the following information for each previously submitted Resubmission and any new Resubmission filed after the Effective Date for data months associated with any violations or potential violations disclosed in Noncompliance Reports filed with the Bureau from February 17, 2022 to March 16, 2023:
- i. (a) A detailed description of the issue involved in the Noncompliance Report that forms the basis for the Resubmission; (b) an estimate of the minutes and monies associated with the impacted calls associated with the Noncompliance Report by data month and data year; and (c) the date of the Noncompliance Report filed with the Commission or some other notice made to the Administrator or Commission staff describing the issue that forms the basis of the Resubmission; and (d) a list of the file name(s) associated with the Resubmission. CaptionCall may work with the Administrator to identify any modifications that may be required to adequately address a particular situation, including circumstances where multiple Resubmissions are associated with the same issue.
    - 1. If at any time during the term of this Consent Decree the Administrator directs providers to use a specific form to provide detailed information with Resubmissions, CaptionCall shall use such form to comply with paragraph 16(d)(i) of this Consent Decree.
- (e) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, CaptionCall shall update where necessary and continue to maintain its Compliance Manual to include any modifications or amendments resulting from this Consent Decree.
- (f) **Compliance Training Program.** CaptionCall shall maintain and update where necessary its Compliance Training Program for all Covered Personnel to ensure that training related to the Communications Laws and this Consent Decree is relevant to the duties and responsibilities of Covered Personnel and to enhance CaptionCall's compliance with the Communications Laws and this Consent Decree. CaptionCall shall repeat Compliance Training related to the Communications Laws and this Consent Decree on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.
- i. All Covered Personnel who are employees of CaptionCall shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date, except that:
    - 1. Any person who becomes a Covered Personnel based on being a CaptionCall employee at any time after delivery of the Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Personnel; and

2. Any Covered Personnel who is an employee of CaptionCall and who completed Compliance Training within twelve (12) months prior to the Effective Date, will not be required to complete new training prior to the one-year anniversary of their prior Compliance Training. Such persons may be provided a compliance update specific to their role and responsibilities as necessary.
- ii. CaptionCall shall create and provide to Covered Personnel who are not CaptionCall employees, training materials tailored to emphasize compliance topics relevant to work that the entity performs on behalf of CaptionCall. CaptionCall shall require such entities to submit no later than March 31 each year, an attestation that the entity has trained its employees during the prior calendar year based on the training materials CaptionCall provided.

17. **Reporting Noncompliance.** CaptionCall shall report any material noncompliance with the Communications Laws and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance, regardless of whether CaptionCall knows full details of the noncompliance. To the extent known, such reports (Noncompliance Reports) shall include a detailed explanation of: (i) each instance of noncompliance, (ii) the steps that CaptionCall has taken or will take to remedy such noncompliance, (iii) the schedule on which such remedial actions will be taken, and (iv) the steps that CaptionCall has taken or will take to prevent the recurrence of any such noncompliance. If the Company is still investigating the noncompliance, CaptionCall shall provide a timeline for when it will provide further information to the Commission. All Noncompliance Reports shall be submitted to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, N.E. Washington, D.C. 20554, with a copy submitted electronically to the Deputy Chief (TRS), Telecommunications Consumers Division, Enforcement Bureau via e-mail to [fcebaccess@fcc.gov](mailto:fcebaccess@fcc.gov). All reports of noncompliance shall also be submitted to the 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).

18. **Compliance Reports.** CaptionCall shall file compliance reports (Compliance Reports) with the Commission twelve (12) months after the Effective Date and sixteen (16) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of CaptionCall's efforts during the relevant period to comply with the Communications Laws and the terms and conditions of this Consent Decree, including a description of the mandated TRS Privacy and Data Protection Enhancements required pursuant to paragraph 21 and the amount spent on each identified enhancement. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of CaptionCall, stating that the Compliance Officer has personal knowledge or is relying on the personal knowledge of another individual that CaptionCall: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 17 of this Consent Decree. If the Compliance Officer is relying on the personal knowledge of any other individual rather than his or her own knowledge, the Company shall provide separate declarations of individuals with personal knowledge as to the certified matter.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with section 1.16 of the

Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.<sup>22</sup>

- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of CaptionCall, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that CaptionCall 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 CaptionCall has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted electronically to [fccebaaccess@fcc.gov](mailto:fccebaaccess@fcc.gov) and to [sharon.lee@fcc.gov](mailto:sharon.lee@fcc.gov).

19. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 16 through 21 through of this Consent Decree shall expire eighteen (18) months after the Effective Date.

20. **TRS Fund Reimbursement and Relinquishment of Claims.** Sorenson Communications, LLC and CaptionCall, LLC shall reimburse \$12,000,000 to the TRS Fund, for which they are jointly and severally liable. Sorenson Communications, LLC and CaptionCall, LLC acknowledge that the amount of the reimbursement is a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1). Sorenson Communications, LLC and CaptionCall, LLC further agree that the Debt shall, to the maximum extent possible, be satisfied by administrative offset from funds held by the TRS Fund Administrator according to the following schedule:

- Four million dollars (\$4,000,000) shall be offset from the TRS Fund disbursements(s) made to CaptionCall, LLC in August 2024;
- Eight million dollars (\$8,000,000) shall be offset from the TRS Fund disbursements(s) made to CaptionCall, LLC in September 2024.

21. **TRS Privacy and Data Protection Enhancements.** Sorenson and CaptionCall shall ensure that a total of at least \$4,000,000 will be invested in privacy and data protection enhancements for TRS users and user awareness in support of their provision of TRS (collectively, TRS Privacy and Data Protection Enhancements) including, but not limited to, the following:

- (a) Implementing privacy and data protection enhancements, which may include privacy enhancing technologies (PET), tools, staffing, or process designed to enhance privacy and data protection for TRS users.
- (b) Developing and implementing a non-branded privacy and data protection awareness campaign aimed at educating IP CTS users on scams and other privacy and data-protection issues. The awareness campaign may include educational resources (such as guides, videos, blogposts, social media posts, newsletters, or other materials), which can be shared with the Commission and other IP CTS providers to be placed on websites to reach the broadest demographic of IP CTS users.
- (c) Within one hundred and twenty (120) calendar days after the Effective Date, CaptionCall shall provide the Bureau with a detailed initial plan of the expected TRS Privacy and Data Protection Enhancements to be made over the course of this Consent Decree pursuant to this paragraph 21, including the intended purposes for which the TRS Privacy and Data Protection Enhancements will be used and, to the extent known, the anticipated expenditure associated with each such purpose. In an effort to ensure that the TRS Privacy and Data Protection Enhancements are tailored

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<sup>22</sup> 47 CFR § 1.16.



towards maximum impact, the initial plan, including cost estimates, may be revised from time to time, as enhancements and actual costs may differ from expected/budgeted cost estimates.

- (d) CaptionCall shall provide a detailed description of the expenditures of the TRS Privacy and Data Protection Enhancements in each Compliance Report filed pursuant to paragraph 18 herein. With each filing of a Compliance Report, CaptionCall shall maintain a cumulative reporting of TRS Privacy and Data Protection Enhancements expenditures, including the amount of the expenditure and the date of the expenditure.
- (e) CaptionCall shall include all TRS Privacy and Data Protection Enhancements expenditures in the Annual Cost Submission(s) (RSDR) filed with the TRS Fund Administrator. The TRS Privacy and Data Protection Enhancements expenditures shall be reported in the section of the RSDR used by providers to report information the Administrator collects that is not factored into the cost of providing service and shall be labeled as TRS Privacy and Data Protection Enhancements.

22. **Civil Penalty.** Sorenson Communications, LLC and CaptionCall, LLC will pay a civil penalty to the United States Treasury, for which they are jointly and severally liable, in the amount of \$5,000,000. Sorenson Communications, LLC and CaptionCall, LLC acknowledge and agree that upon execution of this Consent Decree, the Civil Penalty shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).<sup>23</sup> Upon an Event of Default (as defined below), all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. From July 2024 to January 2025, Sorenson Communications, LLC and CaptionCall, LLC shall pay a minimum of \$200,000 per monthly installment (a minimum total of \$1,200,000) towards the civil penalty; the balance of the civil penalty shall be paid in equal monthly installments and paid in full no later than the end of the period specified in paragraph 19. CaptionCall shall send electronic notification of payments to the Deputy Chief, Telecommunications Consumers Division (Accessibility), and to [fcceaccess@fcc.gov](mailto:fcceaccess@fcc.gov) on the date said payments are made. The payments must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission’s Fee Filer (the Commission’s online payment system),<sup>24</sup> or by wire transfer. The Commission no longer accepts civil penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected.<sup>25</sup>

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. In the OBI field, enter the FRN(s) captioned above and the letters “FORF”. In addition, a completed Form 159<sup>26</sup> or printed CORES form<sup>27</sup> must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to [RROGWireFaxes@fcc.gov](mailto:RROGWireFaxes@fcc.gov) on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 or CORES may result in payment not being recognized as having been received. When completing FCC Form 159 or CORES, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above

<sup>23</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>24</sup> Payments made using the Commission’s Fee Filer system do not require the submission of an FCC Form 159.

<sup>25</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

<sup>26</sup> FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

<sup>27</sup> Information completed using the Commission’s Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/cores/userLogin.do>.

(Payor FRN).<sup>28</sup> For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.

- Payment by credit card must be made by using CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

23. **Event of Default.** Sorenson Communications, LLC and CaptionCall, LLC agree that an Event of Default shall occur upon the failure by CaptionCall to pay the full amount of the Civil Penalty the TRS Fund Reimbursement on or before the due date specified in this Consent Decree.

24. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then-unpaid amount of the Civil Penalty or TRS Fund Reimbursement shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty or TRS Fund Reimbursement, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys’ fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Sorenson Communications, LLC and CaptionCall, LLC.

25. **Waivers.** As of the Effective Date, CaptionCall waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. CaptionCall 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 CaptionCall nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and CaptionCall shall waive any statutory right to a trial *de novo*. CaptionCall hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>29</sup> relating to the matters addressed in this Consent Decree.

26. **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

<sup>28</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

<sup>29</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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.

27. **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.

28. **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 CaptionCall does not expressly consent) that provision will be superseded by such Rule or order.

29. **Successors and Assigns.** CaptionCall agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees that are the holder of certification.

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

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

32. **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.

33. **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.

34. **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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Loyaan A. Egal  
Chief  
Enforcement Bureau

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Date

\_\_\_\_\_  
Shawn Troutt  
Chief Legal Officer  
CaptionCall, LLC

\_\_\_\_\_  
Date