

# **EXHIBIT A**

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

In the Matter of	)	
	)	
Lingo Telecom, LLC	)	File No.: EB-TCD-24-00036425
	)	NAL/Acct. No.: 202432170004
	)	FRN: 0035440734
	)	

**ORDER**

**Adopted: August 21, 2024**

**Released: August 21, 2024**

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into the apparent violations of Lingo Telecom, LLC (Lingo Telecom or Company) of section 64.6301(a) of the Commission's rules<sup>1</sup> in connection with Secure Telephone Identity Revisited and Signature-based Handling of Asserted Information Using toKENs (STIR/SHAKEN) attestations. To resolve this matter, Lingo Telecom agrees to implement a robust compliance plan and pay a \$1,000,000 civil penalty.

2. The STIR/SHAKEN framework allows for the authentication and verification of caller identification (ID) information and is a vital tool designed to give consumers more confidence that caller ID information is accurate. The last two decades have seen a proliferation in the misuse of spoofing technology by malicious actors as a means of evading liability for illegal robocalls and other abusive communications. Accordingly, restoring the reliability of caller ID information is a top consumer protection priority for the Commission. In recent years, the Commission has undertaken multiple proceedings to ensure rapid adoption of the technology required to bring STIR/SHAKEN to telecommunications networks across the country.<sup>2</sup> The framework uses three attestation levels that indicate the level of the signing provider's validation of the caller ID information. False or incorrect attestations undermine years of regulatory and industry efforts to enable caller ID authentication, and diminish the integrity of the STIR/SHAKEN framework. This Consent Decree furthers those consumer protection objectives.

3. On January 21, 2024, two days before the New Hampshire Democratic primary election (Primary Election), potential voters in the state received thousands of spoofed robocalls carrying a deepfake generative artificial intelligence (AI) voice message purporting to be from the president of the

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<sup>1</sup> 47 CFR § 64.6301(a).

<sup>2</sup> See, e.g., *Call Authentication Trust Anchor, Implementation of TRACED Act Section 6(a) – Knowledge of Customers by Entities with Access to Numbering Resources*, WC Docket Nos. 17-97 and 20-67, Report and Order and Further Notice of Proposed Rulemaking, 35 FCC Rcd 3241 (2020); *Call Authentication Trust Anchor*, WC Docket No. 17-97, Second Report and Order, 36 FCC Rcd 1859 (2020); *Advanced Methods to Target and Eliminate Unlawful Robocalls*, *Call Authentication Trust Anchor*, CG Docket No. 17-59, WC Docket No. 17-97, Sixth Report and Order, Fifth Report and Order, Order on Reconsideration, Order, Seventh Further Notice of Proposed Rulemaking, Fifth Further Notice of Proposed Rulemaking, 37 FCC Rcd 6865 (2022); *Call Authentication Trust Anchor*, WC Docket No. 17-97, Sixth Report and Order and Further Notice of Proposed Rulemaking, 38 FCC Rcd 2573 (2023).

United States.<sup>3</sup> The prerecorded AI message, using voice cloning technology, told recipients not to vote in the upcoming Primary Election.<sup>4</sup> On May 23, 2024, following the Bureau's extensive investigation and coordination with several law enforcement partners, the Commission adopted a Notice of Apparent Liability for Forfeiture (NAL) against Lingo Telecom proposing a \$2,000,000 penalty.<sup>5</sup>

4. 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, terminating the referenced investigation, and resolving the NAL.

5. Accordingly, **IT IS ORDERED** that, pursuant to sections 4(i) and 503(b) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), 503(b), 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.

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

7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested to Lingo Telecom, LLC, 9330 LBJ Freeway, Suite 944 Dallas, TX 75243, and Kevin G. Rupy, Wiley Rein LLP, 2050 M Street NW Washington, DC 20036, and Lauren M. Wilson and Todd D. Daubert, Dentons US LLP, at 1900 K Street NW, Washington, DC 20006.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal  
Chief  
Enforcement Bureau

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<sup>3</sup> *Lingo Telecom LLC*, Notice of Apparent Liability for Forfeiture, FCC 24-60, 2024 WL 2828369, at \*4, para. 9 (May 23, 2024).

<sup>4</sup> *Id.*

<sup>5</sup> *Id.* at \*11, para. 29.

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	)	NAL/Acct. No.: 202432170004
	)	FRN: 0035440734
	)	
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**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission and Lingo Telecom, LLC (Lingo Telecom or Company) by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Lingo Telecom violated section 64.6301(a) of the Commission’s Rules in connection with incorrect Secure Telephone Identity Revisited and Signature-based Handling of Asserted information using toKENs (STIR/SHAKEN) attestations. To resolve this matter, Lingo Telecom agrees to implement a Compliance Plan and pay a \$1,000,000 civil penalty.

**I. DEFINITIONS**

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended.<sup>1</sup>
  - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
  - (d) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
  - (e) “Communications Laws” means collectively, the Act, the Commission’s rules, and the published and promulgated orders and decisions of the Commission to which Lingo Telecom is subject by virtue of its business activities, including but not limited to the STIR/SHAKEN rules.
  - (f) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 17.
  - (g) “Covered Employees” means all employees and agents of Lingo Telecom who perform, supervise, oversee, or manage the performance of, duties that relate to Lingo Telecom’s responsibilities under the Communications Laws, including the STIR/SHAKEN rules.
  - (h) “Effective Date” means the date by which both the Bureau and Lingo Telecom have signed the Consent Decree and the Bureau has released an Adopting Order.
  - (i) “Investigation” means the investigation commenced by the Bureau in EB-TCD-24-00036425 regarding whether Lingo Telecom violated STIR/SHAKEN rules.

<sup>1</sup> 47 U.S.C. § 151 *et seq.*

- (j) “Lingo Telecom” or “Company” means Lingo Telecom, LLC and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (k) “NAL” means the Notice of Apparent Liability for Forfeiture issued to Lingo Telecom and released on May 28, 2024 proposing a two million dollar (\$2,000,000) forfeiture for apparent violations of section 64.6301(a) of the Commission’s rules.
- (l) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Lingo Telecom to implement the Compliance Plan.
- (m) “Parties” means Lingo Telecom and the Bureau, each of which is a “Party.”
- (n) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (o) “STIR/SHAKEN Rules” means section 64.6301(a) of the Commission’s rules and other Communications Laws related to STIR/SHAKEN obligations.

## II. BACKGROUND

3. *STIR/SHAKEN*. The Pallone-Thune Telephone Robocall Abuse Criminal Enforcement and Deterrence Act (TRACED Act) and the Commission’s implementing rules codified at section 64.6301(a) required voice service providers to implement the STIR/SHAKEN authentication framework on their Internet protocol (IP) networks by June 30, 2021,<sup>2</sup> subject to certain extensions and exemptions.<sup>3</sup> The STIR/SHAKEN framework helps protect consumers from illegal spoofed calls by enabling authenticated caller ID information to travel securely with the call itself through the entire IP-enabled call path.<sup>4</sup> The Commission’s Rules define the term “STIR/SHAKEN authentication framework” to mean the “secure telephone identity revisited and signature-based handling of asserted information using tokens *standards*.”<sup>5</sup> Specifically, the Commission requires compliance with three technical standards developed jointly by the Internet Engineering Task Force and the Alliance for Telecommunications Industry Solutions (ATIS) for implementation of STIR/SHAKEN, which are identified in the Commission’s *First Call Authentication Order*: ATIS-1000074, ATIS-1000080, and ATIS-1000084.<sup>6</sup> For voice service providers, “[c]ompliance with the most current versions of these three standards as of March 31, 2020, including any errata as of that date or earlier, represents the *minimum requirement* to satisfy [the] rules.”<sup>7</sup>

<sup>2</sup> See Pub. L. No. 116-105, § 4, 133 Stat. 3274, 3276 (2019) (TRACED Act); 47 CFR § 64.6301(a) (requiring STIR/SHAKEN implementation by voice service providers).

<sup>3</sup> See 47 CFR §§ 64.6304, 64.6306. None of these were relevant to Lingo Telecom.

<sup>4</sup> *Call Authentication Trust Anchor*, WC Docket No. 17-97, Sixth Report and Order and Further Notice of Proposed Rulemaking, FCC 23-18, 38 FCC Rcd 2573, 2575, para. 4 (2023) (*Sixth Call Authentication Order*).

<sup>5</sup> 47 CFR § 64.6300(m) (emphasis added); see also TRACED Act § 4(a)(1) (defining “STIR/SHAKEN authentication framework” to mean “the [STIR/SHAKEN] standards proposed by the information and communications technology industry.”).

<sup>6</sup> See *Call Authentication Trust Anchor, Implementation of TRACED Act Section 6(a) – Knowledge of Customers by Entities with Access to Numbering Resources*, WC Docket Nos. 17-97 and 20-67, Report and Order and Further Notice of Proposed Rulemaking, 35 FCC Rcd 3241, 3258-59, para. 36 (2020) (*First Call Authentication Order*); see also Alliance for Telecommunications Industry Solutions, Signature-based Handling of Asserted information using toKENs (SHAKEN), ATIS-1000074-E19E (2019) (ATIS-1000074); Errata to Signature-based Handling of Asserted information using toKENs (SHAKEN): Governance Model and Certificate Management, ATIS-1000080-E19 (2019); Errata to Technical Report on Operational and Management Considerations for SHAKEN STI Certification Authorities and Policy Administrators, ATIS-1000084-E19 (2019).

<sup>7</sup> See *First Call Authentication Order*, 35 FCC Rcd at 3258-59, para. 36 (emphasis added); see also *Sixth Call Authentication Order*, 38 FCC Rcd at 2585, para. 21.

4. Of particular relevance in the NAL is ATIS-1000074, which describes the three attestation levels that a provider can apply to a call.<sup>8</sup> An “A” attestation or “Full Attestation” means that the signing provider: (i) “is responsible for the origination of the call onto the IP-based service provider voice network;” (ii) “has a direct authenticated relationship with the customer and can identify the customer;” and (iii) “has established a verified association with the telephone number used for the call.”<sup>9</sup> A “B” attestation or “Partial Attestation” means that the provider can meet the first two criteria of the A-level attestation but the provider “has NOT established a verified association with the telephone number being used for the call.”<sup>10</sup> Finally, a “C” attestation or “Gateway Attestation” means that the signing provider “has no relationship with the initiator of the call (e.g., international gateways).”<sup>11</sup> Thus, the attestation level assigned by a voice service provider signifies “what it knows about the identity of the calling party,” and therefore how much trust downstream providers can ascribe to the caller ID number.<sup>12</sup>

5. *Lingo Telecom Investigation.* Lingo Telecom is a Texas Limited Liability Company.<sup>13</sup> It is a subsidiary of Lingo Management, LLC.<sup>14</sup> Lingo Telecom provides “IP-based Cloud voice and data along with other unified communications technologies.”<sup>15</sup>

6. On January 21, 2024, two days before the Democratic New Hampshire presidential primary election, potential New Hampshire voters received 9,581 calls<sup>16</sup> carrying a prerecorded and generative AI deepfake message that encouraged potential voters to abstain from voting in the primary election.<sup>17</sup> All but the last sentence of which was spoken in a fake voice that was used to create the impression that President Joseph Biden created the message.<sup>18</sup>

7. The calls were placed using inaccurate, or “spoofed,” caller ID information.<sup>19</sup> The number used as the caller ID for the calls was associated with an unknowing and uninvolved local political operative.<sup>20</sup> The Bureau carried out an investigation in coordination with the New Hampshire Department of Justice Office of the Attorney General, the bipartisan Anti-Robocall Multistate Litigation Task Force, the U.S. Department of Justice, and USTelecom’s Industry Traceback Group. The investigation, with the cooperation of Lingo Telecom, determined that Lingo Telecom was the originating

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<sup>8</sup> ATIS-1000074 at 9-10.

<sup>9</sup> *Id.* at 9.

<sup>10</sup> *Id.*

<sup>11</sup> *Id.* at 10.

<sup>12</sup> *Call Authentication Trust Anchor*, WC Docket No. 17-97, Second Report and Order, 36 FCC Rcd 1859, 1863, para. 10 (2020).

<sup>13</sup> Matrix Telecom, LLC, Certificate of Conversion, 802357352, Tex. Sec’y of State (Dec. 28, 2015).

<sup>14</sup> Lingo Management, LLC Robocall Mitigation Plan v4.2024 (on file at EB-TCD-24-00036425).

<sup>15</sup> Lingo Telecom, LLC dba Impact Telecom Robocall Mitigation Plan v1.2023 (on file at EB-TCD-24-00036425).

<sup>16</sup> Subpoena Response of Life Corp. (Feb. 7, 2024) (on file in EB-TCD-24-00036425), at Response to Request for Information (RFI) No. 1.

<sup>17</sup> *Lingo Telecom LLC*, Notice of Apparent Liability for Forfeiture, FCC 24-60, 2024 WL 2828369, at \*4, para. 9 (May 23, 2024) (*Lingo Telecom NAL*).

<sup>18</sup> *Id.*

<sup>19</sup> *Id.* at \*4, para. 10.

<sup>20</sup> *Id.*

provider (i.e., the first voice service provider in the call path) for a number of these calls.<sup>21</sup> Lingo Telecom identified Life Corporation as the party that transmitted the calls to the Company.<sup>22</sup>

8. On February 6, 2024, the Bureau sent Lingo Telecom a cease-and-desist letter (CDL) demanding that it “effectively mitigate illegal traffic” and “implement effective measures to prevent new and renewing customers from using its network to originate illegal calls.”<sup>23</sup> On March 13, 2024, and May 9, 2024, the Bureau subpoenaed Lingo Telecom for additional information about the New Hampshire calls and Company STIR/SHAKEN attestation practices.<sup>24</sup> Lingo Telecom produced evidence showing that Lingo Telecom completed 3,978 calls to potential New Hampshire voters on January 21, 2024, which the Company signed with A-Level attestations.<sup>25</sup> Lingo Telecom explained that its policy was to assign A-level attestations to a customer’s traffic when the Company directly assigned Direct Inward Dialing (DID) numbers to a customer like Life Corporation. If one of these customers, like Life Corporation, also purchased Company Session Initiation Protocol (SIP) trunks that permits the customer to use numbers assigned by other carriers, Lingo Telecom allowed them to “receive an A-level attestation for traffic associated with . . . non-Lingo provisioned telephone numbers if the customer certified that it ‘will identify its customer and has a verified association with the telephone number used for the call.’”<sup>26</sup>

9. Lingo Telecom submitted evidence to the Bureau that Life Corporation had provided Lingo Telecom with a certification that Life Corporation would identify its customers and had verified that the telephone numbers used for all calls were associated with the customers. Lingo Telecom concluded that Life Corporation could legitimately use the telephone number that appeared as the calling party of the New Hampshire calls<sup>27</sup> based on: (i) Life Corporation’s certification to Lingo Telecom that Life Corporation would identify its customers and had verified that the telephone numbers used for all calls were associated with the customers; (ii) the past Know-Your-Customer research that Lingo Telecom had performed on Life Corporation; and (iii) the 16-year history of Life Corporation’s traffic patterns as a customer of Lingo Telecom.<sup>28</sup> Based on this conclusion, Lingo Telecom provided A-level attestations for the New Hampshire calls.<sup>29</sup> Lingo Telecom took no additional steps beyond those recited above to independently ascertain whether the customers of Life Corporation could legitimately use the telephone number that appeared as the calling party for the New Hampshire presidential primary calls.

10. On May 28, 2024, the Commission issued an NAL against Lingo Telecom proposing a penalty of \$2,000,000 for apparent violations of section 64.6301(a) of the Commission’s Rules.<sup>30</sup>

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<sup>21</sup> See ITG Subpoena Response (Jan. 31, 2024) (on file in EB-TCD-24-00036425) (ITG Subpoena Response).

<sup>22</sup> *Id.*

<sup>23</sup> Letter from Loyaan A. Egal, Chief, FCC Enforcement Bureau, to Alex Valencia, Chief Compliance Officer, Lingo Telecom, LLC, 2024 WL 488250 (Feb. 6, 2024).

<sup>24</sup> Subpoena to Lingo Telecom, LLC (Mar. 13, 2024) (EB-TCD-24-00036425) (Lingo Subpoena).

<sup>25</sup> Lingo Subpoena Response at Lingo 05-000202 (Mar. 27, 2024) (on file at EB-TCD-24-00036425) (Lingo Subpoena Response) (reflecting call detail records).

<sup>26</sup> *Id.* at Response to RFI No. 2.

<sup>27</sup> See ATIS-1000074 § 5.2.4 (2022), Note 1 at 8.

<sup>28</sup> See Lingo Subpoena Response at Response to RFI Nos. 1-2.

<sup>29</sup> See *id.*

<sup>30</sup> *Lingo Telecom NAL*, *supra* note 17.

### III. TERMS OF AGREEMENT

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

12. **Jurisdiction.** Lingo Telecom 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.

13. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree, including the Compliance Plan, shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order. Additionally, if Lingo Telecom fails to comply with STIR/SHAKEN Rules or any term of the Compliance Plan, the Commission may extend the Termination Date by twelve (12) months for each instance of non-compliance.

14. **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, Lingo Telecom 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 facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute any new proceeding on its own motion against Lingo Telecom concerning the matters that were the subject of the Investigation, or to set for hearing the question of Lingo Telecom's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.<sup>31</sup>

15. **Admission.** Lingo Telecom admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 14 herein, that paragraphs 8 and 9 contain a true and accurate description of the facts underlying the Investigation. No other admissions are made by Lingo Telecom.

16. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Lingo Telecom shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Lingo Telecom complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the STIR/SHAKEN Rules prior to assuming his/her duties.

17. **Compliance Plan.** For purposes of settling the matters set forth herein, Lingo Telecom agrees that it shall, within thirty (30) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the STIR/SHAKEN Rules, Lingo Telecom will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, Lingo Telecom and all Covered Employees shall comply with the Operating Procedures set forth in Attachment 1 to help ensure Lingo Telecom's compliance with the STIR/SHAKEN Rules. Lingo Telecom shall also develop a Compliance

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<sup>31</sup> See 47 CFR § 1.93(b).

Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the STIR/SHAKEN Rules.

- (b) **Compliance Manual**. Within thirty (30) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the STIR/SHAKEN Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Lingo Telecom's compliance with the STIR/SHAKEN Rules. Lingo Telecom shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Lingo Telecom shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program**. Lingo Telecom shall establish and implement a Compliance Training Program on compliance with the STIR/SHAKEN Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Lingo Telecom's obligation to report any noncompliance with the STIR/SHAKEN Rules under paragraph 18 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Lingo Telecom shall repeat compliance training on an annual basis and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

18. **Reporting Noncompliance**. Lingo Telecom shall report any noncompliance with the STIR/SHAKEN Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Lingo Telecom 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 Lingo Telecom has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, via [EnforcementBureauTCD@fcc.gov](mailto:EnforcementBureauTCD@fcc.gov).

19. **Compliance Reports**. Lingo Telecom shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, and every twelve (12) months thereafter until the Termination Date.

- (a) Each Compliance Report shall include a detailed description of Lingo Telecom's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the STIR/SHAKEN Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Lingo Telecom, stating that the Compliance Officer has personal knowledge that Lingo Telecom: (i) has established and implemented the Compliance Plan; (ii) has complied with the Operating Procedures since the implementation of the Compliance Plan; (iii) has reported any instances of non-compliance in conformance with paragraph 18 of this Consent Decree and the dates of any such reports; and (iv) is otherwise not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 18 of this Consent Decree.
- (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>32</sup>

- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Lingo Telecom, 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 Lingo Telecom 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 Lingo Telecom 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 Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, via [EnforcementBureauTCD@fcc.gov](mailto:EnforcementBureauTCD@fcc.gov).

20. **Termination Date.** Unless stated otherwise, or extended as set forth in paragraph 13, the requirements set forth in paragraphs 16 through 19 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

21. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to section 208 of the Act<sup>33</sup> against Lingo Telecom or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Lingo Telecom with the Communications Laws.

22. **Civil Penalty.** Lingo Telecom will pay a civil penalty to the United States Treasury in the amount of one million dollars (\$1,000,000). Such payment will be made in four (4) installments (each an Installment Payment). The first Installment Payment in the amount of one hundred thousand dollars (\$100,000) is due within thirty (30) calendar days of the Effective Date. Thereafter, subsequent Installment Payments of three hundred thousand dollars (\$300,000) will be due by the following deadlines: (1) one hundred twenty (120) calendar days after the Effective Date; (2) two hundred seventy (270) calendar days after the Effective Date; and (3) three hundred sixty five (365) calendar days after the Effective Date. Lingo Telecom acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty and each Installment Payment shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).<sup>34</sup> Upon an Event of Default, as defined in paragraph 23, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Lingo Telecom shall send electronic notification of payment to [EnforcementBureauTCD@fcc.gov](mailto:EnforcementBureauTCD@fcc.gov) on the date said payment is made. Payment of the Civil Penalty must be made by credit card using the Commission's Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. 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>35</sup>

<sup>32</sup> *Id.* § 1.16.

<sup>33</sup> 47 U.S.C. § 208.

<sup>34</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>35</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

- 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>36</sup> or printed CORES form<sup>37</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 (Payor FRN).<sup>38</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.** Lingo Telecom agrees that an Event of Default shall occur upon the failure Lingo Telecom to pay the full amount of the Civil Penalty or any Installment Payment 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 any Installment Payment 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 Installment Payment 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 Lingo Telecom.

<sup>36</sup> FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

<sup>37</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>.

<sup>38</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

25. **Waivers.** As of the Effective Date, Lingo Telecom 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. Lingo Telecom 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 Lingo Telecom nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Lingo Telecom shall waive any statutory right to a trial *de novo*. Lingo Telecom hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>39</sup> relating to the matters addressed in this Consent Decree.

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 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 Lingo Telecom does not expressly consent) that provision will be superseded by such Rule or order.

29. **Successors and Assigns.** Lingo Telecom agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

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.

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

34. **Counterparts.** This Consent Decree may be signed in counterparts (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.

\_\_\_\_\_  
Loyaan A. Egal  
Chief  
Enforcement Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ananth Velupillai  
President & Chief Executive Officer  
Lingo Telecom, LLC

\_\_\_\_\_  
Date

**ATTACHMENT 1: OPERATING PROCEDURES**

The following provisions are not a comprehensive robocall mitigation plan and are designed to supplement, rather than replace, existing caller ID authentication and robocall mitigation measures Lingo Telecom currently has in place or may implement in the future. Compliance with these measures is not a defense to future violations of state or federal law or Commission Rules.

**I. DEFINITIONS**

1. For the purposes of the Operating Procedures, the following definitions shall apply, in addition to any definitions set forth in the Consent Decree.

- (a) “Caller Identity” means the originating phone number included in call signaling used to identify the caller for call screening purposes.
- (b) “Call” means a call originated on behalf of a calling party by Lingo Telecom.
- (c) “SIP Trunking Product” means a single connection comprised of multiple communications channels that provides Voice over Internet Protocol connectivity between an on-premise phone system and the public switched telephone network.
- (d) “Supporting Record” means any of the following: (i) a primary document containing the information that Lingo Telecom is required by this Consent Decree to obtain (e.g., government record, government identification, lease, utility statement); (ii) a search result from a government website (e.g., the Delaware Division of Corporations); or (iii) a report from a private database that validates information about companies for the purpose of providing fraud detection, risk management, credit check, or similar services.

**II. TELEPHONE NUMBER VALIDATION**

2. Lingo Telecom may only apply an A-level attestation to a call if Lingo Telecom itself has provided the Caller Identity to the calling party associated with the Call.

**III. ENHANCED KNOW YOUR CUSTOMER (KYC) MEASURES FOR CUSTOMERS**

3. Lingo Telecom shall fully comply with 47 CFR § 64.1200(n)(4). In addition, with respect to any customer who purchases a SIP Trunking Product from Lingo Telecom (Customer), Lingo Telecom shall implement at least the following measures to know its Customer.

- (a) If the Customer is a partnership or corporate entity, Lingo Telecom shall obtain the following information about the Customer:
  - i. Legal business name and Supporting Records confirming the same;
  - ii. Place of formation and Supporting Records confirming the same;
  - iii. Proof of good standing in the place of formation not older than six months prior to the date of the latest order by the Customer of a Lingo Telecom SIP Trunking Product;
  - iv. U.S. federal Employer Identification Number or Business Registration Number (if applicable);
  - v. Physical business address and Supporting Records confirming the same;
  - vi. Active telephone number and Supporting Records confirming the same;
  - vii. Type of goods or services offered (e.g., marketing, education, political consulting), and verification of commercial presence reflecting same (e.g., website, social media, store front);

- viii. Name of authorized individual acting on behalf of the Customer;
  - ix. Confirmation that the acting authorized individual purporting to act on behalf of the Customer has the authority to do so, e.g., letter of authority, board minutes, or contractual representation and warranty; and
  - x. Confirmation the Customer has not been the subject of an adverse final determination in an adjudicatory proceeding brought by either a private or government party, including any FCC order, court order, or other similar determination, for violating any state or federal laws or Commission Rules pertaining to robocalls.
- (b) If the Customer is a natural person, Lingo Telecom shall obtain the following information about the Customer:
- i. Name and Supporting Record confirming the name;
  - ii. Physical address and Supporting Record confirming the same;
  - iii. Active telephone number and Supporting Records confirming the same;
  - iv. Type of goods or services offered (e.g., marketing, education, political consulting), and verification of commercial presence reflecting same (e.g., website, social media, store front); and
  - v. Confirmation the Customer has not been the subject of an adverse final determination in an adjudicatory proceeding brought by either a private or government party, including any FCC order, court order, or other similar determination, for violating any state or federal laws or Commission Rules pertaining to robocalls.

#### **IV. ENHANCED KNOW YOUR CUSTOMER MEASURES FOR UPSTREAM PROVIDERS**

4. Lingo Telecom shall fully comply with 47 CFR § 64.1200(n)(5). In addition, prior to transmitting any call as a gateway or intermediary provider on behalf of any immediate upstream provider (Upstream Provider), Lingo Telecom shall obtain the following information:

- (a) All information identified in Section III(3)(a);
- (b) The Upstream Provider's active Robocall Mitigation Database filing;
- (c) Confirmation from the Industry Traceback Consortium that the Upstream Provider has not failed to timely respond to any traceback requests in the prior twelve (12) months;
- (d) Confirmation that the Upstream Provider imposes contractual obligations on its customers or its own Upstream Providers to prohibit unlawful traffic; and
- (e) Confirmation the Upstream Provider has mechanisms in place to ensure its clients, employees, and/or contractors comply with robocalling restrictions under state and federal laws and Commission Rules.

#### **V. PAYMENT RESTRICTIONS**

5. Lingo Telecom shall not accept payment in the form of cryptocurrency, gift cards, or cash to transmit or originate calls.