

**UNITED STATES OF AMERICA  
CONSUMER FINANCIAL PROTECTION BUREAU**

ADMINISTRATIVE PROCEEDING  
File No. 2024-CFPB-0015

In the Matter of:

**Global Tel Link Corporation d/b/a  
ViaPath Technologies; Telmate, LLC  
d/b/a ViaPath Technologies; and  
TouchPay Holdings, LLC d/b/a GTL  
Financial Services**

**CONSENT ORDER**

The Consumer Financial Protection Bureau (Bureau) has reviewed the practices of Global Tel Link Corporation, d/b/a ViaPath Technologies (GTL), Telmate, LLC, d/b/a ViaPath Technologies (Telmate) and TouchPay Holdings, LLC, d/b/a GTL Financial Services (TouchPay) (collectively Respondents, as defined below), with respect to their provision of money-transfer services and Unified Account services and has identified the following violations of law: Respondents violated the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531, 5536, by blocking consumers from sending and receiving money transfers after a consumer filed a chargeback and by failing to disclose to

consumers its complete fee schedule for money-transfer services. GTL and Telmate also violated the CFPA by withdrawing all funds from consumers' Unified Accounts, zeroing-out the balance, and retaining the withdrawn funds after a period of inactivity. Under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, the Bureau issues this Consent Order (Consent Order).

## I.

### **Jurisdiction**

1. The Bureau has jurisdiction over this matter under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565.

## II.

### **Stipulation**

2. Respondents have executed a "Stipulation and Consent to the Issuance of a Consent Order," dated November 7, 2024 (Stipulation), which is incorporated by reference and is accepted by the Bureau. By this Stipulation, Respondents have consented to the issuance of this Consent Order by the Bureau under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, without admitting or denying any of the findings of fact or conclusions of law, except that Respondents admit the facts necessary to establish the Bureau's jurisdiction over Respondents and the subject matter of this action.

### III.

#### Definitions

3. The following definitions apply to this Consent Order:
  - a. “Affected Consumers” means (1) each Friends and Family Consumer who did not file a chargeback but repaid a chargeback balance, and any applicable fees, to remove a block so a consumer who was incarcerated could receive money transfers to their Trust/Commissary Account; and (2) each Friends and Family Consumer whose Unified Account was deemed inactive and GTL or Telmate withdrew all funds from the account, zeroing out the balance.
  - b. “Board” means each Respondent’s duly-elected and acting Board of Directors.
  - c. “Clearly and Prominently” means:
    - i. In textual communications (*e.g.*, printed publications or words displayed on the screen of an electronic device), the disclosure must be of a type size and location sufficiently noticeable for an ordinary consumer to read and comprehend it, in print that contrasts with the background on which it appears;
    - ii. In communications disseminated orally or through audible means (*e.g.*, radio or streaming audio), the disclosure must be delivered in

- a volume and cadence sufficient for an ordinary consumer to hear and comprehend it;
  - iii. In communications disseminated through video means (e.g., television or streaming video), the disclosure must be in writing in a form consistent with subsection (i), and must appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend it;
  - iv. In communications made through interactive media such as the internet, online services, and software, the disclosure must be unavoidable and presented in a form consistent with subsection (i);
  - v. In communications that contain both audio and visual portions, the disclosure must be presented simultaneously in both the audio and visual portions of the communication; and
  - vi. In all instances, the disclosure must be presented before the consumer incurs any financial obligation, in an understandable language and syntax, and with nothing contrary to, inconsistent with, or in mitigation of the disclosures used in any communication with the consumer.
- d. “Correctional Facility” means a jail, prison, or other secure facility that houses persons during incarceration.

- e. “Effective Date” means the date on which the Consent Order is entered on the administrative docket.
- f. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau, or their delegate.
- g. “Friends and Family Consumer” means a consumer who used Respondents’ products and services, including their money-transfer services (used to deposit funds into the Trust/Commissary Account of a consumer who was incarcerated) and/or their Unified Account services (used to communicate with consumers during incarceration).
- h. “GTL” means Global Tel Link Corporation, doing business as ViaPath Technologies, and its successors and assigns.
- i. “Related Consumer Action” means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought against Respondents based on substantially the same facts as described in Section IV of this Consent Order.
- j. “Relevant Period” includes from January 1, 2019 through the Effective Date.

- k. “Respondents” means GTL; Telmate; and TouchPay, individually, collectively, or in any combination.
- l. “Telmate” means Telmate, LLC, doing business as ViaPath Technologies, and its successors and assigns.
- m. “TouchPay” means TouchPay Holdings, LLC, doing business as GTL Financial Services, and its successors and assigns.
- n. “Trust/Commissary Account” means a deposit account held by a Correctional Facility on behalf of a consumer who is incarcerated, which the consumer may use to pay for items in the Correctional Facility commissary, including basic necessities such as food, medicine, and clothing.
- o. “Unified Account” means an account used by Friends and Family Consumers to pay for telephone services, online messaging, and video visitation, in order to communicate with consumers who are incarcerated. This type of account is also called a visitor account.

#### IV.

#### **Bureau Findings and Conclusions**

The Bureau finds the following:

- 4. GTL, which does business as ViaPath Technologies, is a Virginia-based company with its principal place of business in Falls Church, Virginia.

5. Through its subsidiaries, GTL offers and provides a suite of products and services to Correctional Facilities and consumers, the most relevant of which are its money-transfer services used by consumers, such as friends and family members, to send money or add funds to the Trust/Commissary Account of a consumer who is incarcerated, and its Unified Accounts, which store funds that consumers may use to pay for telephone, video visitation, and messaging services during incarceration.
6. Telmate, a Delaware limited liability company with its principal place of business in San Francisco, is a wholly owned subsidiary of GTL.
7. TouchPay, doing business as GTL Financial Services, is a licensed money transmitter and wholly owned subsidiary of GTL. It is a Texas limited liability company with its principal place of business in Dallas, Texas.
8. Respondents are “covered persons” as that term is defined by 12 U.S.C. § 5481(6) because they engage in transmitting or exchanging funds and provide payments or other financial data processing products or services to consumers by a technological means. 12 U.S.C. §§ 5481(5), 5481(15)(A)(iv) and (vii).
9. GTL and Telmate also are “covered persons” because they provide stored value products to consumers, which are “consumer financial product[s] or service[s]” under the CFPA. 12 U.S.C. §§ 5481(5), 5481(15)(A)(v), (28).

**Findings and Conclusions as to Respondents  
Unfairly Blocking Consumers' Accounts**

10. Respondents have contractual relationships with Correctional Facilities to provide various products and services, including money-transfer services, to consumers who are incarcerated and Friends and Family Consumers.
11. Friends and Family Consumers use Respondents' money-transfer services to deposit funds into the Trust/Commissary Accounts of consumers who are incarcerated, to pay for items in the Correctional Facility commissary, including basic necessities such as food, medicine, and clothing.
12. On receipt of a money transfer, Respondents transfer the funds to the Correctional Facility where the intended recipient is incarcerated. The Correctional Facility is responsible for ensuring that the funds reach the intended recipient's account.
13. During the Relevant Period, Respondents' contracts with Correctional Facilities required Respondents to guarantee that all money transfers they accept from consumers will be transferred to the Correctional Facilities.
14. If a Friends and Family Consumer later disputed the money-transfer transaction with their credit or debit card issuer, the Friends and Family Consumer could file a "chargeback." When successful, a chargeback results in the money being credited back to the Friends and Family Consumer's account.

15. In some instances, Friends and Family Consumers filed a chargeback because of a payment issue, such as a duplicate transaction, unauthorized transaction, or transaction sent to the wrong person or the wrong type of account. In other instances, Friends and Family Consumers filed a chargeback because GTL customer service representatives instructed them to do so when customer service could not resolve a payment issue.
16. Since at least 2019, it has been GTL's practice that when a Friends and Family Consumer files a chargeback, GTL may block the recipient of the transaction that was charged back from receiving additional transfers of funds from *any* consumer who sought to use GTL's service to transfer funds to that recipient using a debit or credit card.
17. The Trust/Commissary Account associated with the consumer who is incarcerated remains blocked until the amount that was charged back by the Friends and Family Consumer is repaid to GTL.
18. Until approximately May 2021, in many cases, GTL required payment of a \$25 fee in addition to the chargeback amount to remove the block.
19. It is also GTL's practice to block Friends and Family Consumers who file a chargeback from using a credit or debit card to send additional transfers to any consumer who is incarcerated until a consumer repays the chargeback balance.

20. GTL's customer service representatives often fail to advise consumers that there may be alternative ways to transfer funds.
21. Respondents' contracts with Correctional Facilities often require that the Correctional Facility assist in recovering funds in the event of fraud or a payment error, but Respondents rarely exercise that right.
22. Respondents have a no-refund policy for money-transfer transactions, with limited exceptions, because of the purported difficulty of recovering funds once they are sent to a Correctional Facility.
23. As a result of the no-refund policy, Friends and Family Consumers have few avenues of recourse when they perceive an error in a money-transfer transaction, such as a duplicate transaction, unauthorized transaction, or transaction sent to the wrong person or the wrong type of account.
24. Some Friends and Family Consumers contact GTL's customer service center to address such errors, but that frequently does not resolve the issue.
25. In some instances, Friends and Family Consumers file a chargeback in an effort to resolve the issue because they receive unsatisfactory responses from GTL's customer service representatives.
26. GTL's policies and procedures instruct customer service representatives, in certain instances, to tell Friends and Family Consumers to dispute charges with their financial institutions. Yet these policies and procedures do not

mention that Friends and Family Consumers should be warned that the consequences of filing a chargeback include that they and the recipient may be blocked from sending and receiving additional money transfers using a debit or credit card.

27. Respondents' account blocking practices cause or are likely to cause substantial injury to consumers whose Trust/Commissary Accounts are blocked as a result of a chargeback filed by a Friends and Family Consumer.
28. Respondents' account blocking practices also cause or are likely to cause substantial injury to the Friends and Family Consumers who did not file the chargeback, but nevertheless have to pay back the chargeback amount and sometimes an additional fee in order for Respondents to remove the block from the recipient's Trust/Commissary Account.
29. Consumers who are incarcerated and Friends and Family Consumers cannot reasonably avoid these harms because they did not file the chargebacks that triggered the account block, control whether another consumer files a chargeback after transferring funds to a Trust/Commissary Account, or control Respondents' account blocking practices.
30. The substantial injury to consumers caused by Respondents' account blocking practices is not outweighed by any countervailing benefits to consumers or to competition.

31. Thus, Respondents engaged in unfair acts or practices in violation of Sections 1036(a)(1)(B) and 1031(c)(1) the CFPA, 12 U.S.C. §§ 5536(a)(1)(B), 5531(c)(1).

**Findings and Conclusions as to Respondents' Failure to Disclose Complete Fee Schedules to Consumers**

32. Respondents offer multiple ways for Friends and Family Consumers to initiate money transfers to deposit funds into a Trust/Commissary Account. Friends and Family consumers may use various payment channels to transfer funds, including Respondents' web-based platforms, such as connectnetwork.com, gtlfsonlinepay.com, and gettingout.com, kiosks located at Correctional Facilities, mobile apps, walk-in retail locations, and over the phone via an interactive voice response (IVR) system.
33. Depending on the payment channel, Friends and Family Consumers can use various payment methods, including cash, money orders, and credit and debit cards, to fund the money transfer.
34. To initiate a money transfer, Respondents require Friends and Family Consumers to pay a fee.
35. For example, based on GTL's standard fee table, Friends and Family Consumers are charged the same fee of \$4.95 for a deposit made via a walk-in retail location regardless of deposit amount. But to deposit cash via lobby kiosk at a Correctional Facility, GTL charges different amounts depending

on how much is deposited: to send \$20 or less, the fee is \$3.95; to transfer between \$20.01 and \$100, the fee is \$4.95; and to transfer more than \$100, the fee is \$5.95.

36. GTL's fees also increase depending on the amount deposited when sending funds using a credit or debit card via kiosk, phone, or website. For example, according to GTL's standard fee schedule, which is not disclosed to consumers, if a Friends and Family Consumer uses a credit or debit card to send \$20.00 or less via kiosk, phone, mobile app, countertop terminal, or website, then GTL charges the consumer a fee of \$3.95 plus 3.5 percent of the deposit amount. If the amount sent is between \$20.01 and \$100, the fee is \$4.95 plus 3.5 percent of the deposit amount, and if the amount is more than \$100, the fee is \$5.95 plus 3.5 percent of the deposit amount.
37. Although Respondents disclose the fee applicable to a particular transfer to the Friends and Family Consumer before they complete the transaction, Respondents do not disclose a facility's complete fee schedule to consumers at any time.
38. Respondents do not require that Correctional Facilities disclose the complete fee schedule to Friends and Family Consumers.
39. Respondents do not provide consumers with information that allows them to understand how the payment channel, payment method, or amount they

deposit may impact the fee they are charged for the money-transfer transaction, except for those transfers initiated at kiosks.

40. As a result, Friends and Family Consumers are likely unaware how their selection of payment method, dollar amount deposited, and the channel used to initiate the money transfer will affect the fee they are charged, and without that information they cannot choose to arrange their money-transfer transactions to minimize fees.
41. Respondents' failure to disclose that different deposit amounts, payment methods, and channels may require different fees causes or is likely to cause substantial injury to consumers in the form of paying higher fees to make deposits.
42. Friends and Family Consumers cannot reasonably avoid this injury because they have no way of knowing about the variance in fees for deposit amounts, payment methods, and channels.
43. The injury to Friends and Family Consumers is not outweighed by countervailing benefits to consumers or competition. Consumers do not benefit from lacking information about Respondents' fees or from paying higher fees to transfer funds. Nor is there any countervailing benefit to competition from failing to provide consumers with material information about fees.

44. Thus, Respondents engaged in unfair acts or practices in violation of §§ 1036(a)(1)(B) and 1031(c)(1) of the CFPB. 12 U.S.C. §§ 5536(a)(1)(B), 5531(c)(1).

**Findings and Conclusions as to GTL's and Telmate's Abusive Acts and Practices Related to their Inactivity Policy and Practices**

45. GTL, through Telmate, provides Unified Accounts to Friends and Family Consumers. Friends and Family Consumers may use a Unified Account to pay for telephone services, online messaging, and video visitation in order to communicate with persons who are incarcerated.
46. Through their Unified Accounts and other types of prepaid accounts, GTL and Telmate are usually the only providers of telephone services, online messaging, and video visitation in a specific Correctional Facility.
47. GTL's and Telmate's practice is to deem these Unified Accounts as inactive if there is no use of any services, no deposits made, or other activity in the account for a period of time. Until December 2021, Unified Accounts were deemed inactive if there was no activity in the account for 90 days. From December 2021 to January 2023, they were deemed inactive if there was no activity in the account for 180 days.
48. Between at least January 2019 and January 2023, once GTL and Telmate deemed the account inactive, GTL and Telmate withdrew all remaining

funds from the consumer's Unified Account, zeroed-out the balance, and retained the withdrawn funds.

49. GTL and Telmate did not adequately notify consumers of this policy and practice. Respondents' inactivity policy was not disclosed in the ConnectNetwork.com website terms of service prior to June 2021, nor was it disclosed in the Telmate terms of use on the GettingOut.com website until December 2022.
50. Prior to January 2023, GTL and Telmate typically did not notify the Friends and Family Consumer when their account was deemed inactive, and GTL and Telmate often withdrew the remaining funds from the inactive account without directly notifying the Friends and Family Consumer.
51. Consequently, in some instances, the Friends and Family Consumer first learned that GTL and Telmate had taken their funds and closed their account when they unsuccessfully tried to access the account and then called customer service.
52. From January 1, 2019 to January 8, 2023, GTL's and Telmate's acts and practices described in Paragraphs 47-50 resulted in GTL and Telmate taking approximately \$4.2 million from approximately 575,000 Unified Accounts.

53. This practice took unreasonable advantage of these consumers because GTL and Telmate zeroed-out the consumers' account balance and retained those funds for Respondents' own benefit.
54. These consumers could not protect their interests in selecting or using GTL's and Telmate's Unified Account products or services because GTL and Telmate did not adequately inform these consumers of the inactivity policy or notify them before taking their funds.
55. In addition, Friends and Family Consumers often could not select another provider for the Unified Account products or services, which provided access to video visitations, online messaging, and other tablet services, because GTL and Telmate are usually the sole providers of these products and services in a Correctional Facility.
56. These consumers not only lost their funds, but also lost the ability to communicate with their friends or family members during incarceration through their Unified Account.
57. Thus, GTL and Telmate engaged in abusive acts or practices in violation of Sections 1036(a)(1)(B) and 1031(d)(2)(B) of the CFPA, 12 U.S.C. §§ 5536(a)(1)(B), 5531(d)(2)(B).

## CONDUCT PROVISIONS

V.

### Prohibited Conduct

**IT IS ORDERED**, under §§ 1053 and 1055 of the CFPA, that:

58. Respondents and their officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with them who receive actual notice of this Consent Order, whether acting directly or indirectly, may not violate §§ 1031 and 1036 of the CFPA, 12 U.S.C. §§ 5531 and 5536, and are prohibited from:

- a. blocking a consumer who is incarcerated from receiving funds, deposits, or money transfers due to a chargeback that has been filed by anyone;
- b. blocking a Friends and Family Consumer from sending a money transfer to a consumer who is incarcerated due to a chargeback that has been filed by anyone;
- c. deeming a Unified Account inactive less than 180 days after a consumer has: (1) deposited, credited, or otherwise added funds to the account; (2) withdrawn, spent, debited, transferred, or otherwise removed funds from the account; or (3) expressed an interest in retaining, receiving, or transferring the funds in the account or

- otherwise attempting to exert ownership or control over the funds held within the account; or
- d. retaining any unclaimed funds from Unified Accounts that were deemed inactive.

### **Affirmative Requirements**

**IT IS ORDERED**, under §§ 1053 and 1055 of the CFPA, that:

59. Respondents must take the following affirmative actions relating to money transfer services:
- a. maintain a compliance management system that is reasonably designed to ensure that Respondents' operations comply with Section 1031 of the CFPA, 12 U.S.C. § 5531;
- b. within each payment channel that can be used to transfer funds, Clearly and Prominently disclose any and all alternative payment channels and methods available to send funds to a person who is incarcerated;
- c. allow consumers who are incarcerated to receive money transfers from other consumers without any of the funds being taken to repay a chargeback balance;
- d. promptly document, escalate, investigate, and resolve all consumer inquiries regarding money-transfer payment issues, including

- unauthorized payments, duplicate payments, payments to the wrong person, and payments to the wrong type of account; and
- e. if the results of the investigation regarding a consumer's inquiry referred to in subpart (d) reveal that the payment issue was an unauthorized payment, a duplicate payment, a payment sent to the wrong person, or a payment sent to the wrong type of account, refund the consumer's money-transfer payment along with any associated fees.
60. Respondents must take the following affirmative actions relating to the disclosure of fees for money-transfer services:
- a. on each Respondent's website, Clearly and Prominently disclose the complete fee schedule for Respondents' money-transfer services, identifying the fees charged in connection with each payment method (e.g., cash, credit or debit card, and money order), deposit amount, and other variables for each channel that a consumer may use to send funds to a person at a particular Correctional Facility; and
- b. on each Respondent's mobile phone apps, kiosks, and IVR systems, Clearly and Prominently disclose the complete fee schedule for Respondents' money transfer services applicable to money transfers initiated through that app, kiosk, or system, identifying the fees

charged in connection with each payment method (e.g., cash, credit or debit card, and money order), deposit amount, and other variable for that app, kiosk, or system.

- c. if funds remain in a consumer's Unified Account after 180 days of continuous account inactivity, or at the end of any alternative period required by law, Respondents must make reasonable efforts to return the funds to the account holder; and
- d. if Respondents' efforts to return the funds to the account holder fail, Respondents must treat the remaining funds in accordance with applicable state or other applicable law requirements concerning unclaimed funds and the disposition of such funds.

## VI.

### **Compliance Plan**

**IT IS FURTHER ORDERED** that:

61. Within 60 days of the Effective Date, Respondents must submit to the Enforcement Director for review and determination of non-objection a comprehensive compliance plan designed to ensure that Respondents' account-blocking practices and fee disclosures in connection with its money-transfer services provided to consumers and Respondents' inactivity policy with regard to Unified Accounts comply with all applicable laws that the

Bureau enforces, including Federal consumer financial laws, and the terms of this Consent Order (Compliance Plan). The Compliance Plan must include, at a minimum:

- a. detailed steps for addressing each action required by this Consent Order;
  - b. a mechanism to ensure that each Respondent's Board and Chief Executive Officer are kept apprised of the status of compliance actions; and
  - c. specific timeframes and deadlines for implementation of the steps described above.
62. The Enforcement Director will have the discretion to make a determination of non-objection to the Compliance Plan or direct Respondents to revise it. If the Enforcement Director directs Respondents to revise the Compliance Plan, Respondents must revise and resubmit the Compliance Plan to the Enforcement Director within 15 days.
63. After receiving notification that the Enforcement Director has made a determination of non-objection to the Compliance Plan, Respondents must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Compliance Plan.

## VII.

### **Role of the Board and Executives**

**IT IS FURTHER ORDERED** that:

64. Each Respondent's Board has the ultimate responsibility for ensuring that such Respondent complies with this Consent Order.
65. Each Respondent's Chief Executive Officer and Board must review all plans and reports required by this Consent Order, and any submissions to the Bureau prior to such submission.
66. One year after the Effective Date, Respondents must submit to the Enforcement Director an accurate written compliance progress report (Compliance Report) that has been approved by the Board, the accuracy of which is sworn to under penalty of perjury, and which, at a minimum:
  - a. describes the steps that each Respondent's Board and Chief Executive Officer have taken to reasonably assess whether that Respondent is complying with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of this Consent Order;
  - b. describes in detail whether and how Respondents have complied with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of this Consent Order, including the manner of verification of such compliance and any corrective actions taken to

- remedy potential non-compliance with the applicable requirement, paragraph, or subparagraph; and
- c. attaches a copy of each Order Acknowledgment obtained under Section XII, unless previously submitted to the Bureau.
67. Each Respondent's Board and Chief Executive Officer must:
- a. authorize whatever actions are necessary for Respondent to assess whether Respondent is complying with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of this Consent Order;
  - b. authorize whatever actions, including corrective actions, are necessary for Respondent to fully comply with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of this Consent Order; and
  - c. require timely reporting by management to each Respondent's Board and Chief Executive Officer on the status of compliance obligations.

## **MONETARY PROVISIONS**

### **VIII.**

#### **Order to Pay Redress**

**IT IS FURTHER ORDERED** that:

68. Within 10 days of the Effective Date, Respondents must reserve or deposit into a segregated deposit account at least \$2 million, for the purpose of providing redress to Affected Consumers as required by this Section.
69. Respondents must pay redress to each Affected Consumer as follows:
  - a. to each Friends and Family Consumer who did not file a chargeback but repaid the chargeback balance and/or any applicable fees during the Relevant Period, Respondents must pay at least the full amount the consumer paid to unblock an account in order to transfer money to an incarcerated consumer's Trust/Commissary Account; and
  - b. to each Friends and Family Consumer from whom Respondents withdrew funds from their Unified Account after a period of inactivity between January 1, 2019 and January 8, 2023, Respondents must pay at least the full amount withdrawn from their Unified Account, excluding any refunds or adjustments previously provided to the consumer related to Respondents' inactivity practices.
70. Within 30 days of the Effective Date, Respondents must submit to the Enforcement Director for review and non-objection a comprehensive written plan for providing redress consistent with this Consent Order (Redress Plan). The Enforcement Director will have the discretion to make a determination of non-objection to the Redress Plan or direct Respondent to revise it. If the

Enforcement Director directs Respondents to revise the Redress Plan, Respondents must revise and resubmit the Redress Plan to the Enforcement Director within 15 days. After receiving notification that the Enforcement Director has made a determination of non-objection to the Redress Plan, Respondents must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Redress Plan.

71. The Redress Plan must:

- a. describe Respondents' methodology used to identify all Affected Consumers and determine the amount of the redress that Respondents will provide to each Affected Consumer to comply with Paragraph 69;
- b. include a final list of all Affected Consumers and the amount of the redress that Respondents will provide to each Affected Consumer to comply with Paragraph 69. To the extent the name of the Affected Consumer is unknown, Respondents shall provide other identifiable information such as the Affected Consumer's account information;
- c. include the form of the letter (Redress Notice) and envelope to be sent notifying Affected Consumers who are entitled to redress, whether by check or credit, of their right to redress. The Redress Notice must include a statement that the check or credit is made in accordance with the terms of this Consent Order;

- d. Respondents must not include in any envelope containing a Redress Notice any materials other than the approved Redress Notice and redress checks, unless Respondents have written confirmation from the Enforcement Director that the Bureau does not object to the inclusion of such additional materials;
- e. describe the process for providing redress to Affected Consumers, which must include the following requirements:
  - i. Respondents must send each Affected Consumer, or their authorized representative, either (a) a check, or (b) a Unified Account credit, in the amount of the redress as required by Paragraph 69. Redress may be provided via Unified Account credit only if the Affected Consumer is entitled to redress ordered under Paragraph 69(b) and has an open Unified Account. Redress ordered under Paragraph 69(a) must be provided by check. Respondents must send the redress checks and Redress Notices by United States Postal Service first-class mail, address correction service requested, to the most recent address for the consumer;
  - ii. prior to sending Redress Notices and redress checks, Respondents must make reasonable attempts to obtain a current

address for each Affected Consumer by using, at a minimum, the National Change of Address System (NCAS), any databases maintained by Respondents' affiliates that are reasonably accessible by Respondents, and skip-tracing. If no updated address is obtained through such methods, Respondents may mail the Redress Notice and any redress check to the consumer's last known mailing address;

- iii. if a redress check or Redress Notice is returned to Respondents as undeliverable, Respondents must make additional reasonable attempts to contact the Affected Consumer and obtain a current address using a commercially available database other than the NCAS or by obtaining from the affiliate or confirming with the affiliate the Affected Consumer's last known email address or phone number and contacting the Affected Consumer at their last known email address or phone number. Respondents must promptly re-mail all returned redress checks and Redress Notices to each Affected Consumer's current addresses, if any, obtained through such reasonable attempts;
- iv. if a redress check that Respondents have attempted to send to an Affected Consumer is returned to Respondents or remains

- uncashed for 90 days after the re-mailing under Paragraph 71(e)(iii), Respondents must retain the redress amount of such Affected Consumer for a period of 180 days from the date the check was mailed or re-mailed, whichever is later, during which period such amount may be claimed by such Affected Consumer upon appropriate proof of identity; and
- v. if funds remain in the segregated deposit account required by Paragraph 68 after completion of the above-described steps, Respondents may distribute those funds to Affected Consumers as additional redress, and must include in their Redress Plan a detailed description of that process.
- f. set forth all procedures, deadlines, and timeframes for completing each step of the Redress Plan, consistent with the terms of this Consent Order; and
- g. identify Respondents' officers, agents, servants, employees, and attorneys responsible for executing administration of the Redress Plan.
72. After the Enforcement Director has made a determination of non-objection to the Redress Plan, Respondents must issue all credits to Affected

Consumers' Unified Accounts and mail all redress checks and Redress Notices within the timeframes described in the Redress Plan.

73. Within 60 days of completing the Redress Plan, Respondents must submit to the Bureau a Redress Report detailing the number of consumers and consumer accounts who received redress, the total amount of redress paid to those consumers, and any remainder of funds to be wired to the Bureau pursuant to Paragraph 74.
74. After completing the Redress Plan, and no earlier than 180 days after submitting the Redress Report, if the amount of redress provided to Affected Consumers is less than the amount reserved or deposited by Respondents into a segregated amount as required by Paragraph 68, within 210 days of submitting the Redress Report, Respondents must pay to the Bureau, by wire transfer to the Bureau or to the Bureau's agent, and according to the Bureau's wiring instructions, the difference between the amount of redress provided to Affected Consumers and the amount reserved or deposited by Respondents into a segregated account as required by Paragraph 68.
75. The Bureau may use these remaining funds to pay additional redress to Affected Consumers. If the Bureau determines, in its sole discretion, that additional redress is wholly or partially impracticable or otherwise inappropriate, or if funds remain after the additional redress is completed,

the Bureau will deposit any remaining funds in the U.S. Treasury.

Respondents will have no right to challenge any actions that the Bureau or its representatives may take under this Section.

76. Respondents may not condition the payment of any redress to any Affected Consumer under this Consent Order on that Affected Consumer waiving any right.

## IX.

### **Order to Pay Civil Money Penalty**

**IT IS FURTHER ORDERED** that:

77. Under § 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law described in Section IV of this Consent Order, Respondents must pay a civil money penalty of \$1 million to the Bureau.
78. Within 10 days of the Effective Date, Respondents must pay \$500,000 of the civil money penalty. Respondents must pay the remaining \$500,000 of the civil money penalty within 60 days of the Effective Date. Respondents must make these payments by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions.
79. The civil money penalty paid under this Consent Order will be deposited in the Civil Penalty Fund of the Bureau as required by § 1017(d) of the CFPA, 12 U.S.C. § 5497(d).

80. Respondents, for all purposes, must treat the civil money penalty paid under this Consent Order as a penalty paid to the government. Regardless of how the Bureau ultimately uses those funds, Respondents may not:
- a. claim, assert, or apply for a tax deduction, tax credit, or any other tax benefit for any civil money penalty paid under this Consent Order; or
  - b. seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made under any insurance policy, with regard to any civil money penalty paid under this Consent Order.
81. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Respondents may not argue that Respondents are entitled to, nor may Respondents benefit by, any offset or reduction of any compensatory monetary remedies imposed in the Related Consumer Action because of the civil money penalty paid in this action or because of any payment that the Bureau makes from the Civil Penalty Fund. If the court in any Related Consumer Action offsets or otherwise reduces the amount of compensatory monetary remedies imposed against Respondents based on the civil money penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, Respondents must, within 30 days after entry of a final order granting such offset or reduction, notify the

Bureau, and pay the amount of the offset or reduction to the U.S. Treasury. Such a payment will not be considered an additional civil money penalty and will not change the amount of the civil money penalty imposed in this action.

## X.

### **Additional Monetary Provisions**

#### **IT IS FURTHER ORDERED** that:

82. In the event of any default on Respondents' obligations to make payment under this Consent Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on any outstanding amounts not paid from the date of default to the date of payment, and will immediately become due and payable.
83. Respondents must relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law and no part of the funds may be returned to Respondents.
84. Respondents acknowledge that their Employer Identification Number, which Respondents previously submitted to the Bureau, may be used for collecting and reporting on any delinquent amount arising out of this Consent Order, in accordance with 31 U.S.C. § 7701.

85. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondents must notify the Enforcement Director of the final judgment, consent order, or settlement in writing. That notification must indicate the amount of redress, if any, that Respondents paid or are required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid.

## **COMPLIANCE PROVISIONS**

### **XI.**

#### **Reporting Requirements**

**IT IS FURTHER ORDERED** that:

86. For 5 years from the Effective Date, Respondents must notify the Bureau of any development that may affect compliance obligations arising under this Consent Order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent Order; the filing of any bankruptcy or insolvency proceeding by or against Respondents; or a change in Respondents' names or addresses. Respondents must provide this notice, if practicable, at least 30 days before the development, but in any case no later than 14 days after the development.

87. Within 7 days of the Effective Date, each Respondent must:
  - a. designate at least one telephone number and email, physical, and postal addresses as points of contact that the Bureau may use to communicate with Respondent;
  - b. designate at least one telephone number and email, physical, and postal addresses as points of contact for consumers with inquiries related to consumer relief under the Consent Order;
  - c. identify all businesses for which Respondent is the majority owner, or that Respondent directly or indirectly controls, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; and
  - d. describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales.
88. For 5 years from the Effective Date, Respondents must report any change in the information required to be submitted under Paragraph 87 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.

## XII.

### **Order Distribution and Acknowledgment**

**IT IS FURTHER ORDERED** that:

89. Within 7 days of the Effective Date, each Respondent must submit to the Enforcement Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.
90. Within 30 days of the Effective Date, Respondents must deliver a copy of this Consent Order to each of their Board members and executive officers, as well as to any managers, employees, service providers, or other agents and representatives who have responsibilities related to the subject matter of the Consent Order.
91. For 5 years from the Effective Date, Respondents must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in Section XI, any future Board members and executive officers, as well as to any managers, employees, service providers, or other agents and representatives who will have responsibilities related to the subject matter of the Consent Order before they assume their responsibilities.
92. Respondents must secure a signed and dated statement acknowledging receipt of a copy of this Consent Order, within 30 days of delivery, from all persons receiving a copy of this Consent Order under this Section.

93. Ninety days from the Effective Date, Respondents must submit to the Bureau a list of all persons and their titles to whom this Consent Order has been delivered under the Section of this Consent Order titled “Order Distribution and Acknowledgment” and a copy of all signed and dated statements acknowledging receipt of this Consent Order under Paragraph 92.

### XIII.

#### **Recordkeeping**

**IT IS FURTHER ORDERED** that:

94. For 5 years from the Effective Date, Respondents must create and retain the following business records:

- a. all documents and records necessary to demonstrate full compliance with the Compliance Plan, Redress Plan, each provision of this Consent Order, and 12 U.S.C. §§ 5531 and 5536, including all submissions to the Bureau;
- b. all documents and records pertaining to the Redress Plan, described in Section VIII above;
- c. copies of all sales scripts; training materials; advertisements; websites; and other marketing materials, including any such materials used by a third party on Respondents’ behalf;
- d. for each individual Affected Consumer and their use of Respondents’

money-transfer service and/or Unified Account service, the consumer's name, address, phone number, email address, amount paid, description of the service used, and the date on which the service was purchased; and

- e. all consumer complaints and refund requests (whether received directly or indirectly, such as through a third party), and any responses to those complaints or requests.
95. All documents and records must be maintained in their original electronic format. Data should be centralized, and maintained in such a way that access, retrieval, auditing, and production are not hindered.
96. Respondents must make the documents identified in Paragraph 94 available to the Bureau upon the Bureau's request.

## XIV.

### Notices

**IT IS FURTHER ORDERED** that:

97. Unless otherwise directed in writing by the Bureau, Respondents must provide all submissions, requests, communications, or other documents relating to this Consent Order in writing, with the subject line, "*In re Global Tel Link Corp., Telmate, LLC, TouchPay Holdings, LLC, File No. 2024-*

CFPB-0015,” and send them to the following email:

[Enforcement\\_Compliance@cfpb.gov](mailto:Enforcement_Compliance@cfpb.gov) addressed as follows:

ATTN: Enforcement Director  
Consumer Financial Protection Bureau  
Office of Enforcement

**XV.**

**Cooperation with the Bureau**

**IT IS FURTHER ORDERED** that:

98. Respondents must cooperate fully to help the Bureau determine the identity and location of, and the amount of injury sustained by, each Affected Consumer. Respondents must provide such information in its or its agents' possession or control within 14 days of receiving a written request from the Bureau.
99. Within 30 days of the Effective Date, Telmate must complete all steps necessary to register for the Bureau's Company Portal, including providing the information required at [www.consumerfinance.gov/company-signup](http://www.consumerfinance.gov/company-signup) and in the Bureau's Company Portal Boarding Form (OMB No. 3170-0054).
100. Respondents must remain registered for the Bureau's Company Portal, and, in connection with responding to consumer complaints and inquiries on the Company Portal must comply with the requirements set forth in §1034(b)(1)-(3) of the CFPA, 12 U.S.C. § 5534(b).

101. Unless otherwise prohibited by law or regulation, Respondents must state in their money transfers, money order forms, emails confirming a consumer's payment or deposit, and on their websites, including [www.connectnetwork.com](http://www.connectnetwork.com), [www.gtlfsonlinepay.com](http://www.gtlfsonlinepay.com), and [www.gettingout.com](http://www.gettingout.com), that consumers can file a complaint with the Bureau and provide the applicable telephone, website, and mailing information to do so.

## XVI.

### Compliance Monitoring

**IT IS FURTHER ORDERED** that:

102. Within 14 days of receipt of a written request from the Bureau, Respondents must submit additional Compliance Reports or other requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.
103. For purposes of this Section, the Bureau may communicate directly with Respondents, unless Respondents retain counsel related to these communications.
104. Respondents must permit Bureau representatives to interview any employee or other person affiliated with Respondents who have agreed to such an interview regarding: (a) this matter; (b) anything related to or associated

with the conduct described in Section IV; or (c) compliance with the Consent Order. The person interviewed may have counsel present.

105. Nothing in this Consent Order will limit the Bureau's lawful use of civil investigative demands under 12 C.F.R. § 1080.6 or other compulsory process.

## XVII.

### **Modifications to Non-Material Requirements**

**IT IS FURTHER ORDERED** that:

106. Respondents may seek a modification to non-material requirements of this Consent Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) by submitting a written request to the Enforcement Director.
107. The Enforcement Director may, in their discretion, modify any non-material requirements of this Consent Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) if they determine good cause justifies the modification. Any such modification by the Bureau must be in writing.

## XVIII.

### **ADMINISTRATIVE PROVISIONS**

**IT IS FURTHER ORDERED** that:

108. The provisions of this Consent Order do not bar, estop, or otherwise prevent the Bureau from taking any other action against Respondents, except as described in Paragraph 109. Further, for the avoidance of doubt, the provisions of this Consent Order do not bar, estop, or otherwise prevent any other person or governmental agency from taking any action against Respondents.
109. The Bureau releases and discharges Respondents from all potential liability for law violations that the Bureau has or might have asserted based on the practices described in Section IV of this Consent Order, to the extent such practices occurred before the Effective Date and the Bureau knows about them as of the Effective Date. The Bureau may use the practices described in this Consent Order in future enforcement actions against Respondents and its affiliates, including, without limitation, to establish a pattern or practice of violations or the continuation of a pattern or practice of violations or to calculate the amount of any penalty. This release does not preclude or affect any right of the Bureau to determine and ensure compliance with the Consent Order, or to seek penalties for any violations of the Consent Order.
110. This Consent Order is intended to be, and will be construed as, a final Consent Order issued under § 1053 of the CFPA, 12 U.S.C. § 5563, and

expressly does not form, and may not be construed to form, a contract binding the Bureau or the United States.

111. The Consent Order will remain effective and enforceable, except to the extent that, and until such time as, any provisions of this Consent Order have been amended, suspended, waived, or terminated in writing by the Bureau.
112. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
113. Should Respondents seek to transfer or assign all or part of their operations that are subject to this Consent Order, Respondents must, as a condition of sale, obtain the written agreement of the transferee or assignee to comply with all applicable provisions of this Consent Order.
114. The provisions of this Consent Order will be enforceable by the Bureau. For any violation of this Consent Order, the Bureau may impose the maximum amount of civil money penalties allowed under § 1055(c) of the CFPA, 12 U.S.C. § 5565(c). In connection with any attempt by the Bureau to enforce this Consent Order in federal district court, the Bureau may serve Respondents wherever Respondents may be found and Respondents may not contest that court's personal jurisdiction over Respondents.
115. This Consent Order and the accompanying Stipulation contain the complete agreement between the parties. The parties have made no promises,

representations, or warranties other than what is contained in this Consent Order and the accompanying Stipulation. This Consent Order and the accompanying Stipulation supersede any prior oral or written communications, discussions, or understandings.

116. Nothing in this Consent Order or the accompanying Stipulation may be construed as allowing Respondents, their Boards, their executives, officers, or employees to violate any law, rule, or regulation.

**IT IS SO ORDERED**, this 14th day of November, 2024.

*Rohit Chopra*

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Rohit Chopra  
Director  
Consumer Financial Protection Bureau