

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

In the Matter of)	
)	
Vector Products, Inc.)	File No. EB-03-TS-141
d/b/a Vector Manufacturing, Ltd.)	
)	NAL/Acct. No. 200432100009
)	
)	FRN 0009-6109-81

ORDER

Adopted: March 31, 2004

Released: April 2, 2004

By the Chief, Enforcement Bureau, and the Chief, Office of Engineering and Technology:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau and the Office of Engineering and Technology and Vector Products, Inc. d/b/a Vector Manufacturing, Ltd. (“Vector”). The Consent Decree terminates an investigation initiated by the Enforcement Bureau into Vector’s compliance with the equipment requirements set forth in Parts 2 and 15 of the Commission’s Rules (“Rules”) with respect to certain switching power supply battery chargers imported and marketed by Vector.

2. The Enforcement Bureau, the Office of Engineering and Technology, and Vector have negotiated the terms of a Consent Decree that would resolve this matter and terminate the investigation. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. Based on the record before us, we conclude that no substantial or material questions of fact exist as to whether Vector possesses the basic qualifications, including those related to character, to hold or obtain any FCC license or authorization.

4. The public interest will be served by adopting the Consent Decree and terminating the investigation.

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i) and 4(j) of the Communications Act of 1934, as amended,¹ and Sections 0.111 and 0.311 of the Rules,² the Consent Decree attached to this Order **IS ADOPTED**.

6. **IT IS FURTHER ORDERED** that the Enforcement Bureau’s investigation of Vector **IS TERMINATED**.

7. **IT IS FURTHER ORDERED** that Vector Products, Inc. d/b/a Vector Manufacturing, Ltd. shall make its voluntary contribution to the United States Treasury, as specified in the Consent Decree, by mailing a check or similar instrument, payable to the order of the Federal Communications

¹ 47 U.S.C. §§ 4(i) and 4(j).

² 47 C.F.R. §§ 0.111, 0.311.

Commission, to the Forfeiture Collection Section, Finance Branch, Federal Communications Commission, P.O. Box 73482, Chicago, Illinois 60673-7482. The payment should note NAL/Acct. No. 200432100009 and FRN 0009-6109-81.

8. **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 Robert L. Powell, Jr., General Counsel, Vector Manufacturing, Ltd., 4140 SW 28th Way, Fort Lauderdale, Florida 33312, and to Walter E. Steimel, Jr., Esq., Greenberg Traurig, LLP, 800 Connecticut Avenue, N.W., Suite 500, Washington, D.C. 20006.

FEDERAL COMMUNICATIONS COMMISSION

David H. Solomon
Chief, Enforcement Bureau

Edmond J. Thomas
Chief, Office of Engineering and Technology

CONSENT DECREE

The Enforcement Bureau (“Bureau”) and the Office of Engineering and Technology (“OET”) of the Federal Communications Commission (“Commission”) and Vector Products, Inc. d/b/a Vector Manufacturing, Ltd. (“Vector”) hereby enter into this Consent Decree regarding possible violations of Parts 2 and 15 of the Commission’s Rules³ concerning certain switching power supply battery chargers imported and marketed by Vector.

Background

1. Under Parts 2 and 15 of the Commission’s Rules, certain external switching power supplies must be authorized in accordance with the Commission’s verification procedure and comply with all applicable technical standards, including emission limits, and labeling requirements prior to the initiation of marketing in the United States. In February 2003, Vector began to import and market in the United States certain switching power supply battery chargers, model numbers VEC086, VEC087, VEC088, VEC090, VEC092 and VEC093. In May 2003, Vector disclosed to the Commission’s Office of Engineering and Technology (“OET”) that it had incorrectly determined that these battery charger models were exempt from the Part 2 and Part 15 requirements and therefore had not verified or labeled the devices prior to marketing. OET subsequently referred the matter to the Enforcement Bureau and the Enforcement Bureau initiated an investigation into Vector’s compliance with Parts 2 and 15 of the Rules with respect to these battery charger models.

2. In June and July of 2003, Vector obtained multiple verifications from a Telecommunications Certification Body (“TCB”) for revised versions of the battery charger models, labeled the revised battery charger models, and began to import and market the revised battery charger models in the United States. In August of 2003, Vector notified OET that it had become aware of possible inconsistencies in the Verification reports it received from its TCB. On September 23, 2003, the Enforcement Bureau issued a Public Notice advising retailers that the OET Laboratory had tested the revised battery charger models and determined that they were not in compliance with the Part 15 emission limits and that continued marketing of these battery charger models may result in enforcement action.⁴ Vector ceased marketing the revised battery charger models and immediately notified its retailers that the revised battery charger models should be removed from their shelves. Vector subsequently developed new models of its switching power supply battery chargers and obtained verifications from a new TCB for these new models under model numbers VEC1086A, VEC1087A, VEC1088A, VEC1090A, VEC1092A and VEC1093A. OET tested these new battery charger models and determined that they comply with the Part 15 emission limits.

Definitions

3. For the purposes of this Consent Decree the following definitions shall apply:
- (a) “Commission” means the Federal Communications Commission;
 - (b) “Bureau” means the Enforcement Bureau of the Commission;
 - (c) “OET” means the Office of Engineering and Technology of the Commission;

³ 47 C.F.R. Parts 2 and 15.

⁴ Public Notice, *Notice Regarding Non-Compliant Battery Chargers*, DA 03-2923 (September 23, 2003). On October 23, 2003, Vector filed a petition for reconsideration of the Public Notice.

- (d) “Vector” means Vector Products, Inc. d/b/a Vector Manufacturing, Ltd., its subsidiaries, affiliates and any successors or assigns;
- (e) “Parties” means Vector, the Bureau, and OET;
- (f) “Adopting Order” means an order of the Bureau and OET adopting the terms and conditions of this Consent Decree, in the form attached hereto;
- (g) “Effective Date” means the date the Adopting Order is released by the Bureau and OET;
- (h) “Rules” means the Commission’s Rules found in Title 47 of the Code of Federal Regulations; and
- (i) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. §§151 *et seq.*

Terms of Settlement

4. The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau and OET by incorporation of such provisions by reference in the Adopting Order.

5. The Parties agree that this Consent Decree shall become binding on the Parties on the Effective Date. Upon release, the Adopting Order and this Consent Decree shall have the same force and effect as any other final order of the Commission and any violation of the terms or conditions of this Consent Decree shall constitute a violation of a Commission order.

6. Vector acknowledges that the Bureau and OET have jurisdiction over the matters contained in this Consent Decree and the authority to enter into and adopt this Consent Decree.

7. The Parties waive any rights they 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, provided that the Adopting Order adopts the Consent Decree without change, addition or modification.

8. Vector waives any rights it may have under any provision of the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters discussed in this Consent Decree.

9. The Parties agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination of any compliance or noncompliance with the Act or the Rules. The Parties further agree that this Consent Decree is for settlement purposes only and that by agreeing to this Consent Decree, Vector does not admit or deny any liability for violating the Act or the Rules in connection with the matters that are the subject of this Consent Decree.

10. In express reliance on the covenants and representations in this Consent Decree, the Bureau agrees to terminate its investigation into whether Vector may have violated the Act or the Rules with respect to any switching power supply battery charger models imported and marketed prior to the Effective Date of this Consent Decree.

11. Vector agrees that, as of the Effective Date of this Consent Decree, every model of switching power supply battery charger subject to the Commission’s Rules that is imported and marketed by Vector shall be verified and labeled in accordance with applicable Commission Rules before importation and marketing by Vector. Vector further agrees to undertake the development of a quality assurance/quality control (“QA/QC”) program to educate employees involved in the design and development of its products with the Commission’s Rules and their applicability to Vector’s products. Vector will also maintain a QA/QC testing program.

12. Vector has implemented and will maintain a Federal Communications Commission Regulatory Compliance Plan (“RCP”). The RCP includes Vector’s appointment of a regulatory compliance officer charged with oversight of personnel responsible for ensuring that switching power supply battery chargers comply with all applicable Commission Rules prior to importation and marketing. Vector will submit details of its RCP to the Bureau no later than thirty (30) days after the Effective Date. Vector may submit its RCP on a confidential basis pursuant to Sections 0.457 and 0.459 of the Commission’s Rules.⁵

13. Vector agrees that it will file a motion to withdraw its petition for reconsideration of the September 23, 2003 Public Notice within five (5) days after the Effective Date of this Consent Decree. The Bureau agrees that it will grant Vector’s motion and dismiss the petition for reconsideration.

14. The Parties acknowledge and agree that this Consent Decree shall constitute a final and binding settlement between Vector, the Bureau and OET regarding possible violations of the Act and the Rules with respect to any switching power supply battery charger models imported and marketed by Vector prior to the Effective Date of this Consent Decree. In consideration for termination by the Bureau of its investigation into whether Vector may have violated the Act or the Rules with respect to any switching power supply battery charger models imported and marketed prior to the Effective Date of this Consent Decree and in accordance with the terms of this Consent Decree, Vector agrees to the terms set forth herein.

15. The Bureau and OET agree that they will not entertain, or institute on their own motion, any new proceeding, formal or informal, take any action on their own motion, or recommend to the full Commission any forfeiture or other sanction, against Vector for any alleged violation of the Act or the Rules with respect to any switching power supply battery charger models imported and marketed by Vector prior to the Effective Date of this Consent Decree. Nothing in this Consent Decree shall prevent the Bureau or OET from instituting new investigations or enforcement proceedings against Vector in the event of any alleged future misconduct for violation of this Consent Decree or for violation of the Act and the Rules consistent with the provisions of this Consent Decree.

16. The Parties agree that each is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. To the extent that Vector fails to satisfy any condition, in the absence of Commission alteration of the condition, it will be deemed noncompliant and may be subject to possible future enforcement action with respect to such failure to satisfy the condition.

17. The Parties agree that Vector’s obligations under this Consent Decree shall remain in effect for twenty-four (24) months from the Effective Date, but that the Bureau’s and OET’s covenants and agreements shall be perpetual. The Parties also agree that any provision of this Consent Decree which conflicts with any subsequent rule, order of general applicability or other decision of general applicability adopted by the Commission will be superseded by such Commission rule, order or other decision.

18. Vector agrees to make a voluntary contribution to the United States Treasury in the amount of thirty thousand dollars (\$30,000) within thirty (30) days of the Effective Date. Such contribution shall be made, without further protest or recourse, by credit card through the Commission’s Debt and Credit Management Center at (202) 418-1995, or by mailing a check or similar instrument, payable to the order of the Federal Communications Commission, to the Federal Communications

⁵ 47 C.F.R. §§ 0.457, 0.459.

Commission, Forfeiture Collection Section, Finance Branch, P.O. Box 73482, Chicago, Illinois 60673-7482. The payment should reference NAL/Acct. No. 200432100009.

19. If any Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither Vector nor the Commission shall contest the continuing validity of the Consent Decree or Adopting Order. The Parties agree to comply with, defend and support the validity of this Consent Decree and the Adopting Order in any proceeding seeking to nullify, void, or otherwise modify the Consent Decree or the Adopting Order.

20. The Parties agree that in the event that any court of competent jurisdiction renders this Consent Decree invalid, this Consent Decree shall become null and void and may not be used in any manner in any legal proceeding.

21. This Consent Decree cannot be modified without the advance written consent of all of the Parties.

22. This Consent Decree may be signed in counterparts.

For the Enforcement Bureau:

By: _____
David H. Solomon
Chief, Enforcement Bureau

For the Office of Engineering and Technology:

By: _____
Edmond J. Thomas
Chief, Office of Engineering and Technology

For Vector Products, Inc. d/b/a Vector Manufacturing, Ltd.

By: _____
Robert L. Powell, Jr., Esq.
General Counsel
Vector Products, Inc. d/b/a Vector Manufacturing, Ltd.