

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

In the Matter of)	
)	File No. EB-07-SE-068
Trimble Navigation, Limited)	NAL/Acct. No. 200732100027
)	FRN # 0014690838

ORDER

Adopted: April 20, 2007

Released: April 24, 2007

By the Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau and Trimble Navigation, Limited (“TNL”). The Consent Decree terminates an investigation initiated by the Enforcement Bureau into whether TNL violated Section 302(b) of the Communications Act of 1934, as amended (the “Act”),¹ and Section 2.803 of the Commission’s Rules (the “Rules”),² regarding the manufacture, importation, marketing and sale of unlicensed wireless devices.

2. The Enforcement Bureau and TNL 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. In the absence of new material evidence, we conclude that no substantial or material questions of fact exist with respect to this matter as to whether TNL possesses the basic qualifications, including those related to character, to hold or obtain any FCC license or authorization.

4. After reviewing the terms of the Consent Decree, we find that the public interest would be served by adopting the Consent Decree and terminating the investigation.

5. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) of the Act,³ and Sections 0.111 and 0.311 of the Commission’s rules,⁴ the attached Consent Decree **IS ADOPTED**.

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

7. **IT IS FURTHER ORDERED** that TNL shall make its voluntary contribution to the United States Treasury, as specified in the Consent Decree, 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 Commission, P.O. Box 358340, Pittsburgh, PA 15251-8340. Payment by overnight mail may be sent to Mellon Bank/LB 358340, 500 Ross Street, Room 1540670, Pittsburgh, PA 15251. Payment by wire transfer may be made to ABA Number 043000261, receiving bank Mellon Bank, and account number 911-6106.

¹ 47 U.S.C. § 302a(b).

² 47 C.F.R. § 2.803.

³ 47 U.S.C. § 154(i).

⁴ 47 C.F.R. §§ 0.111, 0.311.

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 Raul R. Rodriguez, Esq., Leventhal Senter & Lerman PLLC, 2000 K Street, NW, Suite 600, Washington, DC 20006-1809.

FEDERAL COMMUNICATIONS COMMISSION

Kris Anne Monteith
Chief, Enforcement Bureau

CONSENT DECREE

The Enforcement Bureau (“Bureau”) of the Federal Communications Commission (“Commission”) and Trimble Navigation, Limited (“TNL”), hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into whether TNL violated Section 302(b) of the Communications Act of 1934, as amended (the “Act”),¹ and Section 2.803 of the Commission’s Rules (the “Rules”),² regarding the manufacture, importation, marketing and sale of unlicensed wireless devices.

I. BACKGROUND

1. In 1999, TNL received Commission certification to manufacture, sell and distribute a communications device under FCC ID: JUP-7112-900IP. In 2005, as part of a design upgrade of this device, Trimble changed the power circuitry of this device, which was determined at the time to be a Class I Permissive Change in accordance with Section 2.1043 of the Commission’s Rules.³ In October 2006, during additional testing of this device Trimble discovered that the 2005 design change to the power circuitry had caused the RF conducted power to exceed the peak power limits by approximately 1.4 dB. As soon as Trimble discovered the increase in conducted RF power limits, it ceased production of these devices, corrected the design of the radio to bring it into full compliance with the Commission’s Rules, and brought this matter to the attention of the Commission.⁴

II. DEFINITIONS

2. For purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. §§151 *et seq.*
 - (b) “Adopting Order” means an Order of the Bureau adopting the terms and conditions of this Consent Decree.
 - (c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
 - (d) “Commission” and “FCC” means the Federal Communications Commission.
 - (e) “Effective Date” means the date on which the Bureau releases the Adopting Order.
 - (f) “Investigation” means the investigation initiated by the Bureau regarding the device certified under FCC ID: JUP-7112-900IP.
 - (g) “Parties” means TNL and the Bureau.
 - (h) “Rules” means the Commission’s Rules found in Title 47 of the Code of Federal Regulations.

¹ 47 U.S.C. § 302a(b).

² 47 C.F.R. § 2.803.

³ 47 C.F.R. § 2.1043.

⁴ Letter to Mr. Ray LaForge from TNL Counsel dated December 8, 2006.

- (i) "TNL" means Trimble Navigation, Limited, its subsidiaries, affiliates and any successors or assigns.

III. TERMS OF AGREEMENT

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

4. The Parties agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance with the requirements of the Act or the Commission's rules or orders. The Parties further agree that this Consent Decree is for settlement purposes only and that by agreeing to this Consent Decree, TNL does not admit or deny any liability for violating any statute, regulation or administrative rule in connection with the matters that are the subject of this Consent Decree.

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. The Parties agree and acknowledge that this Consent Decree shall constitute a final and binding settlement between TNL and the Bureau regarding possible violations of the Act and the Rules with respect to the device that was the subject of the Investigation prior to the Effective Date of this Consent Decree.

7. In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of scarce public resources, the Bureau agrees to terminate its Investigation into whether TNL may have violated the Act or the Rules with respect to the device that was the subject of the Investigation prior to the Effective Date of this Consent Decree.

8. In consideration for termination by the Bureau of the Investigation and in accordance with the terms of this Consent Decree, TNL agrees to the terms set forth herein.

9. TNL acknowledges that the Bureau has jurisdiction over the matters contained in this Consent Decree and the authority to enter into and adopt this Consent Decree.

10. TNL has updated its in-place Federal Communications Commission Regulatory Compliance Plan ("RCP") related to TNL's compliance with the Act, the Commission's Rules, and the Commission's orders. The RCP includes the following components:

- (a) FCC Compliance Procedures. TNL has implemented appropriate additional FCC Compliance Procedures. Relevant TNL personnel are aware of the FCC Compliance Procedures and are to follow them. The FCC Compliance Procedures address the equipment authorization requirements of the Act and the Commission's Rules applicable to unlicensed wireless devices manufactured, imported, marketed and sold by TNL in the United States, as well as the Commission's Rules regarding labeling and user manual statements for such devices. The Compliance Engineer (defined below) has been assigned ultimate responsibility within TNL for determining whether the manufacture, importation, marketing, sale, labeling and user manual statements for such devices are in compliance with the FCC Compliance Procedures.

(b) Compliance Engineer. TNL has a designated Regulatory Compliance Engineer (“Compliance Engineer”) who administers the RCP, supervises TNL’s compliance with the Act, the Commission’s Rules and the Consent Decree, and serves as the TNL point of contact for all Commission-related compliance matters.

(c) Review and Monitoring. TNL will review the RCP annually to ensure that it is maintained in a proper manner and continues to address the objectives set forth therein.

11. The Bureau agrees that, in the absence of new material evidence, it will not entertain or institute, or use the facts developed in the Investigation or the existence of this Consent Decree to institute, on its own motion, any new proceeding, formal or informal, nor take any action on its own motion, or recommend to the full Commission any forfeiture or other sanction, against TNL for any alleged violation of the Act or the Rules with respect to the device that was the subject of the Investigation prior to the Effective Date of this Consent Decree. 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 to institute on its own motion, or recommend to the full Commission, any proceeding, formal or informal, or take any action on its own motion against TNL with respect to TNL’s basic qualifications to hold Commission authorizations.

12. TNL agrees that every unlicensed wireless device which is manufactured, imported, marketed or sold by TNL on or after the Effective Date of this Consent Decree shall be compliant with the Commission’s technical and labeling rules before importation and marketing by TNL, and that user manual statements compliant with the Commission’s Rules will be implemented with respect to such devices.

13. TNL agrees that it will make a voluntary contribution to the United States Treasury in the amount of Four Thousand Dollars (\$4,000) within 30 calendar days after the Effective Date. Such contribution shall be made 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 Commission, P.O. Box 358340, Pittsburgh, PA 15251-8340. Payment by overnight mail may be sent to Mellon Bank /LB 358340, 500 Ross Street, Room 1540670, Pittsburgh, PA 15251. Payment by wire transfer may be made to ABA Number 043000261, receiving bank Mellon Bank, and account number 911-6106. The payment should reference NAL/Acct. No. 200732100027 and FRN # 0014690838.

14. 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 TNL 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 enforcement action with respect to such failure to satisfy the condition.

15. The Parties agree that TNL’s obligations set forth in this Consent Decree shall remain in effect for twenty four (24) months from the Effective Date.

16. TNL’s decision to enter into this Consent Decree is expressly contingent upon the Bureau’s issuance of an Order that is consistent with this Consent Decree, and which adopts the Consent Decree without change, addition, modification, or deletion.

17. The Parties waive any and all 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, modification, or deletion.

18. In the event that this Consent Decree is rendered invalid by a court of competent jurisdiction, this Consent Decree shall become null and void and may not be used in any manner in any legal proceeding.

19. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither TNL nor the Commission shall contest the validity of the Consent Decree or the 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 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.

21. TNL 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 addressed in this Consent Decree.

22. This Consent Decree cannot be modified without the advance written consent of both Parties.

23. This Consent Decree may be signed in counterparts.

For the Enforcement Bureau:

Kris Anne Monteith
Chief, Enforcement Bureau

Date

For Trimble Navigation, Limited:

Bruce E. Peetz
Vice President
Advanced Technology and Systems

Date