

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

)	File No.: EB-10-SE-093
In the Matter of)	
)	Acct. No.: 201332100006
Ubiquiti Networks, Inc.)	
)	FRN: 0012268215

ORDER

Adopted: March 15, 2013**Released: March 15, 2013**

By the Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) and Ubiquiti Networks, Inc. (Ubiquiti). The Consent Decree resolves and terminates the Bureau's investigation into Ubiquiti's compliance with Section 302(b) of the Communications Act of 1934, as amended (Act),¹ and Sections 2.803(a), 2.925(a), 15.19, 15.21, 15.37(l), and 15.407(h) of the Commission's rules (Rules)² pertaining to the marketing of certain wireless broadband network devices.

2. The Bureau and Ubiquiti have negotiated the Consent Decree that resolves this matter. A copy of the Consent Decree is attached hereto and incorporated herein by reference.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the investigation.

4. In the absence of material new evidence relating to this matter, we conclude that our investigation raises no substantial or material questions of fact as to whether Ubiquiti possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i), 4(j), and 503(b) of the Act,³ and Sections 0.111 and 0.311 of the Rules,⁴ the Consent Decree attached to this Order **IS ADOPTED**.

¹ 47 U.S.C. § 302a(b).

² 47 C.F.R. §§ 2.803(a), 2.925(a), 15.19, 15.21, 15.37(l), 15.407(h).

³ 47 U.S.C. §§ 154(i), 154(j), 503(b).

⁴ 47 C.F.R. §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED**.

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 Robert Pera, President and Chief Executive Officer, Ubiquiti Networks, Inc., 2580 Orchard Parkway, San Jose, CA 95131, and to David E. Hilliard, Esq., Counsel for Ubiquiti Networks, Inc., Wiley Rein LLP, 1776 K Street, NW, Washington, DC 20006.

FEDERAL COMMUNICATIONS COMMISSION

P. Michele Ellison
Chief, Enforcement Bureau

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CONSENT DECREE

The Enforcement Bureau of the Federal Communications Commission and Ubiquiti Networks, Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into possible violations of Section 302(b) of the Communications Act of 1934, as amended,¹ and Sections 2.803(a), 2.925(a), 15.19, 15.21, 15.37(l), and 15.407(h) of the Commission's rules,² pertaining to the marketing of certain wireless broadband network devices.

I. DEFINITIONS

1. For the 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 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 Rules, and the published and promulgated orders and decisions of the Commission to which Ubiquiti is subject by virtue of its business activities, including but not limited to, the Equipment Marketing Rules.
 - (f) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 12.
 - (g) "Covered Employees" means all employees and agents of Ubiquiti who perform, or supervise, oversee, or manage the performance of, duties that relate to Ubiquiti's responsibilities under the Equipment Marketing Rules.
 - (h) "Effective Date" means the date on which the Bureau releases the Adopting Order.

¹ 47 U.S.C. § 302a(b).

² 47 C.F.R. §§ 2.803(a), 2.925(a), 15.19, 15.21, 15.37(l), 15.407(h).

- (i) “Equipment Marketing Rules” means Section 302(b) of the Act³ and Sections 2.803, 2.925(a), 15.19, and 15.21 of the Rules⁴ and other Communications Laws governing the marketing of radio frequency devices within the United States and its territories.
- (j) “Investigation” means the investigation commenced by the Bureau’s November 5, 2010, letter of inquiry regarding whether the marketing of certain wireless broadband network devices by Ubiquiti complies with the Equipment Marketing Rules.⁵
- (k) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by Ubiquiti to implement the Compliance Plan.
- (l) “Parties” means Ubiquiti and the Bureau, each of which is a “Party.”
- (m) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (n) “Ubiquiti” means Ubiquiti Networks, Inc., and its divisions, subsidiaries, predecessors-in-interest, and successors-in-interest.

II. BACKGROUND

2. Pursuant to Section 302(b) of the Act⁶ and Section 2.803(a) of the Rules,⁷ radio frequency devices may not be marketed in the United States unless such devices comply with the applicable technical and administrative provisions of the Rules. Section 2.803(e)(4) of the Rules defines “marketing” as the “sale or lease, or offering for sale or lease, including advertising for sale or lease, or importation, shipment or distribution for the purpose of selling or leasing or offering for sale or lease.”⁸

3. Unlicensed National Information Infrastructure (U-NII)⁹ and other transmitting devices, including wireless broadband devices, that are classified as intentional radiators under the Part 15 Rules¹⁰ generally must be authorized under the certification procedures set forth in Section 15.201(b) of the Rules.¹¹ Further, pursuant to Section 15.407(h) of the Rules, U-NII devices that operate in the 5.25 – 5.35 GHz and 5.470 – 5.725 GHz bands must be equipped, *inter alia*, with dynamic frequency selection (DFS) capability to avoid transmitting when radar signals are detected.¹²

³ 47 U.S.C. § 302a(b).

⁴ 47 C.F.R. §§ 2.803, 2.925(a), 15.19, and 15.21.

⁵ See Letter from Kathryn S. Berthot, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Robert Pera, Ubiquiti Networks, Inc. (Nov. 5, 2010) (on file in EB-10-SE-093).

⁶ 47 U.S.C. § 302a(b).

⁷ 47 C.F.R. § 2.803(a).

⁸ *Id.* § 2.803(e)(4).

⁹ U-NII devices are unlicensed intentional radiators that operate in the frequency bands 5.15-5.35 GHz and 5.47-5.825 and use wideband digital modulation techniques to provide a wide array of high data rate mobile and fixed communications for individuals, businesses and institutions. See *id.* § 15.403(s).

¹⁰ *Id.* § 15.3(o).

¹¹ *Id.* § 15.201(b).

¹² *Id.* § 15.407(h).

4. Pursuant to Section 15.37(l) of the Rules, U-NII devices operating in the 5.25 – 5.35 GHz band for which a certification application was filed on or after July 20, 2006 must comply with the DFS requirements if imported or marketed on or after July 20, 2007.¹³ Devices approved to operate in bands such as 5.725 – 5.825 GHz pursuant to Section 15.247 of the Rules may not operate in the 5.25 – 5.35 GHz and 5.470 – 5.725 GHz bands unless the devices also have been approved under the Section 15.407.¹⁴

5. In accordance with Section 2.925(a) of the Rules, U-NII devices and other Part 15 intentional radiators must exhibit the FCC ID number associated with the grant of equipment authorization along with other information required by Section 15.19 of the Rules.¹⁵ In addition, the user manual included with the device must contain the information required by Section 15.21 of the Rules.¹⁶

6. On November 5, 2010, the Bureau issued a letter of inquiry (LOI) to Ubiquiti,¹⁷ directing Ubiquiti to submit a sworn written response to a series of questions relating to its marketing of certain wireless broadband network devices. Ubiquiti responded to the LOI on December 6, 2010.¹⁸ In its LOI Response, Ubiquiti provided information relating to its marketing of two models of wireless broadband devices operating in the 5 GHz spectrum band, the Rocket M5 and the SR5 Mini-PCI module (SR5).¹⁹ According to Ubiquiti, the Rocket M5 and the SR5, which were authorized via the Commission's certification procedures, operate in the 5.745 GHz – 5.825 GHz band.²⁰ Ubiquiti asserted that the Rocket M5 and the SR5, as configured for sale in the United States, were not U-NII devices.²¹ Ubiquiti acknowledged, however, that the Rocket M5 and SR5 could be modified by end users to operate on unauthorized frequencies, including U-NII frequencies requiring DFS capability, in violation of the devices' equipment authorization.²² Ubiquiti also provided information relating to whether the Rocket M5 and SR5 were labeled in accordance with Sections 2.925(a) and 15.19 of the Rules, and whether the user manual for the Rocket M5 contained the consumer disclosures required by Section 15.21 of the Rules.²³ The Bureau and Ubiquiti entered into tolling agreements to toll the statute of limitations.²⁴

¹³ *Id.* § 15.37(l).

¹⁴ *Id.* § 15.247.

¹⁵ *Id.* §§ 2.925(a), 15.19.

¹⁶ *Id.* § 15.21.

¹⁷ *See supra* note 5.

¹⁸ *See* Letter from David E. Hilliard, Esq., Wiley Rein LLP, Counsel for Ubiquiti Networks, Inc., to Marlene H. Dortch, Secretary, Federal Communications Commission (Dec. 6, 2010) (on file in EB-10-SE-093) (LOI Response).

¹⁹ *See* LOI Response at 4, 9.

²⁰ *Id.* at 7, 11.

²¹ *See id.*

²² *See id.* *See also* FCC Enforcement Advisory, TDWR and U-NII Devices, DA 12-459 (Sept. 27, 2012); Memorandum from Julius Knapp, Chief, FCC Office of Engineering and Technology, and P. Michele Ellison, Chief, FCC Enforcement Bureau, to Manufacturers and Operators of Unlicensed 5 GHz Outdoor Network Equipment Re: Elimination of Interference to Terminal Doppler Weather Radar (TDWR) (dated July 27, 2010), available at <http://www.fcc.gov/encyclopedia/weather-radar-interference-enforcement>.

²³ *See id.* at 8, 12.

²⁴ *See, e.g.,* Tolling Agreement Extension, File No. EB-10-SE-093, executed by and between John D. Poutasse, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, and Robert J. Pera, Chief Executive Officer, Ubiquiti Networks, Inc. (Mar. 1, 2013) (on file in EB-10-SE-093).

III. TERMS OF AGREEMENT

7. **Adopting Order.** 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.

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

9. **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 Adopting Order and 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 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.

10. **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, Ubiquiti agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any new proceeding, formal or informal, or take any action on its own motion against Ubiquiti concerning the matters that were the subject of the Investigation. The Bureau also agrees that in the absence of new material evidence it will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against Ubiquiti with respect to Ubiquiti's basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Ubiquiti shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as 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 Ubiquiti 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/her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Equipment Marketing Rules prior to assuming his/her duties.

12. **Compliance Plan.** For purposes of settling the matters set forth herein, Ubiquiti agrees that it shall within sixty (60) 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 Equipment Marketing Rules, Ubiquiti shall implement the following procedures:

- (a) **Operating Procedures on Equipment Marketing.** Within sixty (60) calendar days after the Effective Date, Ubiquiti shall establish Operating Procedures that all Covered Employees must follow to help ensure Ubiquiti's compliance with the Equipment Marketing Rules. Ubiquiti's Operating Procedures shall include internal procedures and policies specifically designed to ensure that prior to the

initiation of marketing (as such term is defined in Section 2.803 of the Rules²⁵), all unlicensed intentional radiators, including wireless broadband devices, and other radio frequency devices to be marketed by Ubiquiti, have been appropriately authorized (via the certification, verification, or declaration of conformity procedures, as applicable) and comply with the applicable administrative requirements relating to equipment labeling and consumer disclosure.

- (b) **Compliance Manual.** Within sixty (60) 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 Equipment Marketing Rules, including the administrative requirements relating to equipment labeling and consumer disclosure, and set forth the Operating Procedures that Covered Employees shall follow to help ensure Ubiquiti's compliance with the Equipment Marketing Rules. Ubiquiti shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. Ubiquiti shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Ubiquiti shall establish and implement a Compliance Training Program on compliance with the Equipment Marketing Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Ubiquiti's obligation to report any noncompliance with the Equipment Marketing Rules under paragraph 13 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 Effective Date shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Ubiquiti shall repeat the 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.
- (d) **Product Specific Actions.** In order to help prevent end users from modifying its 5 GHz band Rocket M series products (i.e., the Rocket M5 and Rocket M5 GPS), its SR5 models, and other Ubiquiti transceiver devices to operate on unauthorized frequencies and to reduce incidents of such devices causing prohibited interference to radio communications services critical to public safety, Ubiquiti agrees to take the following steps:
 - (i) Ubiquiti shall maintain, update as necessary, and continue to market in the United States "U.S.-only" versions of the Rocket M5 and Rocket M5 GPS (each to be identified by a U.S. stock keeping unit) that will not permit users to operate the devices on unauthorized frequencies in violation of the devices' equipment authorizations;
 - (ii) with respect to earlier versions of the Rocket M5 and Rocket M5 GPS that could be modified by end users inconsistent with the devices' authorizations, Ubiquiti shall continue to offer, and to actively promote, the download of new operating system software designed to ensure that these devices cannot

²⁵ See *supra* note 8.

be modified to operate on unauthorized frequencies and are otherwise operated in a configuration that is compliant with the devices' equipment authorizations;

- (iii) within sixty (60) calendar days after the Effective Date, Ubiquiti shall implement a trade-in program by which users of transceivers that have been constructed in "building block" fashion using the SR5 or any other Atheros-based system using the basic semiconductor line up employed by the SR5 will be offered a replacement transceiver, currently designated by Ubiquiti as the Ubiquiti Bullet M5. The replacement transceiver shall be configured with software designed to ensure that the operating parameters of the transceiver cannot be modified in a manner inconsistent with the device's equipment authorization. Ubiquiti shall provide the replacement transceiver device free of charge upon receipt by Ubiquiti or its designated fulfillment centers of a transceiver incorporating the SR5 or other Atheros-based semiconductor;
- (iv) for future Ubiquiti products that are to be marketed in the United States, Ubiquiti shall continue to develop transceiver models (each identified by a U.S. stock keeping unit) that are configured with software designed to ensure that the transceiver's operating parameters cannot be modified in a manner inconsistent with the device's equipment authorization; and
- (v) within thirty (30) calendar days after the Effective Date, Ubiquiti shall prominently display on the Compliance and Knowledgebase portions of its public website information describing the U.S. regulatory requirements applicable to its wireless broadband devices, including (a) a link to the Bureau's Weather Radar Interference Enforcement webpage (currently available at <http://www.fcc.gov/encyclopedia/weather-radar-interference-enforcement>) or any comparable replacement webpage posted by the Bureau; (b) a description of the restrictions and requirements applicable to devices authorized under Sections 15.247 and 15.407 of the Rules; and (c) a notification to purchasers and users that the modification of wireless broadband and other transceiver devices to operate on unauthorized frequencies is a violation of FCC rules and may result in unlawful interference to radio communications services critical to public safety. In addition, Ubiquiti shall periodically communicate this information to consumers and distributors through industry conferences, trade shows or other comparable forums.

13. **Reporting Noncompliance.** Ubiquiti shall report any noncompliance with the Equipment Marketing 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 Ubiquiti 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 Ubiquiti has taken or will take to prevent the recurrence of any such noncompliance. Ubiquiti shall supplement any initial report of noncompliance submitted pursuant to this paragraph 13 with relevant information not previously available from its foreign suppliers no later than fifteen (15) calendar days after the date such initial report is filed. All reports of non-compliance, and any supplements thereto, shall be submitted to the Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, Room 3-C366, 445 12th Street, S.W. Washington, DC 20554, with a copy

submitted electronically to Linda M. Nagel at Linda.Nagel@fcc.gov and to Ricardo Durham at Ricardo.Durham@fcc.gov.

14. **Compliance Reports.** Ubiquiti shall file Compliance Reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, and twenty-four (24) months after the Effective Date.

- (a) Each compliance report shall include a detailed description of Ubiquiti's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Equipment Marketing Rules (including the number of software downloads completed and replacement transceivers issued under paragraphs 12(d)(ii) and 12(d)(iii) above). In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Ubiquiti, stating that the Compliance Officer has personal knowledge that Ubiquiti (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 13 hereof.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must 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.²⁶
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Ubiquiti, 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 Ubiquiti 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 Ubiquiti 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 to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Linda M. Nagel at Linda.Nagel@fcc.gov and to Ricardo Durham at Ricardo.Durham@fcc.gov.

15. **Termination Date.** Unless stated otherwise, the obligations set forth in paragraphs 11 through 14 of this Consent Decree shall expire twenty-four (24) months after the Effective Date.

16. **Voluntary Contribution.** Ubiquiti agrees that it will make a voluntary contribution to the United States Treasury in the amount of twelve thousand dollars (\$12,000) within thirty (30) calendar days after the Effective Date. Ubiquiti shall also send electronic notification of payment to Linda Nagel at Linda.Nagel@fcc.gov, Ricardo Durham at Ricardo.Durham@fcc.gov, and Samantha Peoples at Sam.Peoples@fcc.gov on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be

²⁶ 47 C.F.R. § 1.16.

submitted.²⁷ When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters “FORF” in block number 24A (payment type code). Below are additional instructions you should follow based on the form of payment you select:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 270000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

If you have questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

17. **Waivers.** Ubiquiti 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, provided the Bureau issues an Adopting Order as defined herein. Ubiquiti 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 Adopting Order, neither Ubiquiti nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Ubiquiti shall waive any statutory right to a trial *de novo*. Ubiquiti hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act,²⁸ relating to the matters addressed in this Consent Decree.

18. **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.

19. **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 Ubiquiti does not expressly consent) that provision will be superseded by such Rule or Commission order.

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

²⁷ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

²⁸ Equal Access to Justice Act, Pub L. No 96-481, 94 Stat 2325 (1980) (codified at 5 U.S.C. § 504); *see also* 47 C.F.R. §§ 1.1501-1.1530.

21. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation. The Parties further 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 Communications Laws.
22. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.
23. **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.
24. **Authorized Representative.** The individual signing this Consent Decree on behalf of Ubiquiti represents and warrants that he is authorized by Ubiquiti to execute this Consent Decree and to bind Ubiquiti to the obligations set forth herein. The FCC signatory represents that she is signing this Consent Decree in her official capacity and that she is authorized to execute this Consent Decree.
25. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

P. Michele Ellison
Chief
Enforcement Bureau

Date

Robert Pera
President and Chief Executive Officer
Ubiquiti Networks, Inc.

Date