

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)	
)	
Taylor Oilfield Manufacturing, Inc.)	File No.: EB-FIELDSCR-12-00002428
Broussard, Louisiana)	NAL/Acct. No.: 201332620001
)	FRN: 0022598981
)	
)	

ORDER

Adopted: March 18, 2016

Released: March 18, 2016

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into Taylor Oilfield Manufacturing, Inc.’s (Taylor Oilfield) operation of a cellular phone jamming device on its property in Broussard, Louisiana in 2012. Signal jamming devices overpower, jam, or interfere with authorized communications. In order to protect the public and preserve unfettered access to emergency and other communications services, the Communications Act and Commission regulations broadly prohibit the importation, use, marketing, manufacture, and sale of jamming devices.

2. In response to the Commission’s Notice of Apparent Liability for Forfeiture (NAL),¹ Taylor Oilfield provided the Bureau with a sworn statement, including an installation receipt, showing that the company operated the jamming devices for less than two weeks, rather than the several months the company had previously stated.² Taylor Oilfield also cooperated with Commission agents, surrendered the jamming devices, and is a small company that had not previously violated any communications laws. To settle this matter, Taylor Oilfield admits that it violated the laws and regulations that prohibit the use of signal jamming devices, will comply with these rules in the future, and will pay \$28,000 in civil penalties. Additionally, Taylor Oilfield will pay the remainder of the original proposed civil penalty if the Commission finds that Taylor Oilfield fails to comply with the jamming device rules during the next three years.

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 resolving the NAL against Taylor Oilfield regarding its use of a signal jamming device as prohibited by the Communications Act of 1934, as amended, (Act)³ and the Commission’s rules (Rules).⁴

¹ *Taylor Oilfield Manufacturing, Inc.*, Notice of Apparent Liability for Forfeiture, 29 FCC Red 3332 (2014).

² See *Letter from Mr. Clyde Taylor, President, Taylor Oilfield Manufacturing, Inc., to New Orleans Office, South Central Region, Enforcement Bureau, Federal Communications Commission* (May 13, 2013).

³ 47 U.S.C. § 301, 302a(b), 333.

⁴ 47 C.F.R. § 2.805, 15.1(c).

4. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Taylor Oilfield's basic qualifications to hold or obtain any Commission license or authorization.⁵

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i), and 503(b) of the Act⁶ and the authority delegated by Sections 0.111 and 0.311 of the Rules,⁷ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

6. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** and the NAL **IS CANCELED**.

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 Taylor Oilfield Manufacturing, Inc., c/o Mr. Clyde Taylor, 225 Burgess Drive, Broussard, LA 70518.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Chief
Enforcement Bureau

⁵ See 47 C.F.R. § 1.93(b).

⁶ 47 U.S.C. §§ 154(i), 503(b).

⁷ 47 C.F.R §§ 0.111, 0.311.

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of
Taylor Oilfield Manufacturing, Inc.
Broussard, Louisiana
File No.: EB-FIELDSCR-13-00007248
NAL/Acct. No.: 201332620001
FRN: 0022598981

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Taylor Oilfield Manufacturing, Inc. (Taylor Oilfield), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Taylor Oilfield violated Sections 301, 302(b) and 333 of the Communications Act of 1934, as amended, and Sections 2.805(a) and 15.1(c) of the Commission’s rules, in connection with Taylor Oilfield’s operation of cellular phone jamming devices at its property in Broussard, Louisiana.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “Act” means the Communications Act of 1934, as amended.
(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 Taylor Oilfield is subject by virtue of its business activities.
(f) “Compliance Commitment” means the compliance obligations described in this Consent Decree at paragraph 11.
(g) “Taylor Oilfield” means Taylor Oilfield Manufacturing, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
(h) “Effective Date” means the date by which both the Bureau and Taylor Oilfield have signed the Consent Decree.
(i) “Investigation” means the investigation into Taylor Oilfield’s apparent violations of the Act commenced by the Bureau’s initial Inquiry in EB-FIELDSCR-12-00002428 and continued in EB-FIELDSCR-13-00007653.

1 47 U.S.C. §§ 301, 302a(b), and 333.

2 47 C.F.R. §§ 2.805(a) and 15.1(c).

3 47 U.S.C. § 151 et seq.

- (j) “Jammer Laws” means Sections 301, 302(b) and 333 of the Act, Sections 2.805(a) and 15.1(c) of the Rules, and other Communications Laws that prohibit the use or operation of a cellular phone jamming device or other signal jamming device.
- (k) “*NAL*” means Taylor Oilfield’s Notice of Apparent Liability for Forfeiture issued on April 9, 2013.⁴
- (l) “Parties” means Taylor Oilfield 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.

II. BACKGROUND

3. Section 301 of the Act prohibits the use or operation of “any apparatus for the transmission of energy or communications or signals by radio” within the United States unless such use is licensed or authorized.⁵ Section 302(b) of the Act provides that “[n]o person shall manufacture, import, sell offer for sale, or ship devices or home electronic equipment and systems, or use devices, which fail to comply with regulations promulgated pursuant to this section.”⁶ Section 333 of the Act states that “[n]o person shall willfully or maliciously interfere with or cause interference to any radio communications of any station licensed or authorized by or under this chapter or operated by the United States government.”⁷

4. In response to an anonymous complaint, a Commission agent investigated and determined that one or more signal jamming devices was in use at Taylor Oilfield’s property in Broussard, Louisiana. On May 21, 2012, the agent interviewed the manager of Taylor Oilfield, who admitted that Taylor Oilfield had purchased five cellular jamming devices online and operated four jamming devices at the property. The manager voluntarily surrendered the uninstalled jamming device, and three days later, on May 24, 2012, voluntarily surrendered the remaining jamming devices. On April 9, 2013, the Commission issued the *NAL* against Taylor Oilfield for these apparent violations of the Jammer Laws, citing the public safety danger of signal jamming devices, the use of jamming devices “throughout [Taylor Oilfield’s] worksite” and the continuing nature of the violation for jamming device use that lasted “at least a few months.”⁸

5. Taylor Oilfield responded to the *NAL* on May 13, 2013, with a sworn statement by Mr. Clyde Taylor, President of Taylor Oilfield.⁹ He certified that the company had used the jamming devices for less than two weeks and provided an installation receipt as evidence. Taylor Oilfield also cooperated with Commission agents, surrendered the jamming devices, and is a small company that had not previously violated the Communications Laws. Subsequently, Taylor Oilfield and the Bureau engaged in settlement negotiations. The Bureau and Taylor Oilfield agree to the following terms and conditions of settlement and hereby enter into this Consent Decree as provided herein.

III. TERMS OF AGREEMENT

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

⁴ *Taylor Oilfield Manufacturing, Inc.*, Notice of Apparent Liability for Forfeiture, 28 FCC Rcd 4972 (2013) (“*Taylor*”).

⁵ 47 U.S.C. § 301.

⁶ *Id.* § 302a(b).

⁷ *Id.* § 333.

⁸ *Taylor*, 28 FCC Rcd at 4977.

⁹ See Letter from Mr. Clyde Taylor, President, Taylor Oilfield Manufacturing, Inc., to New Orleans Office, South Central Region, Enforcement Bureau, Federal Communications Commission (May 13, 2013).

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

8. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

9. **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, Taylor Oilfield agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against Taylor Oilfield 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 the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to set for hearing the question of Taylor Oilfield's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.¹⁰

10. **Admission of Liability.** Taylor Oilfield admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 9 herein, that its actions that were the subject of the *NAL* violated the Jammer Laws.

11. **Compliance Commitment.** Taylor Oilfield has ceased using or operating and will not use or operate in the future any cellular jamming device or other illegal jamming device. Any use or operation of a jamming device by Taylor Oilfield will violate the Jammer Laws and the terms of this Consent Decree. Taylor Oilfield shall report any noncompliance with the Jammer Laws or with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to JoAnn Lucanik at JoAnn.Lucanik@fcc.gov and Maureen McCarthy at Maureen.McCarthy@fcc.gov.

12. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraph 11 shall expire thirty-six (36) months after the Effective Date.

13. **Civil Penalty.** Taylor Oilfield will pay a civil penalty to the United States Treasury in the amount of twenty-eight thousand dollars (\$28,000) (Civil Penalty) within 30 calendar days after the Effective Date. Taylor Oilfield shall send electronic notification of payment to JoAnn Lucanik at JoAnn.Lucanik@fcc.gov, Maureen McCarthy at Maureen.McCarthy@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 submitted.¹¹ When completing the FCC Form 159, enter the NAL/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 that should be followed based on the form of payment selected:

- 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-

¹⁰ See 47 C.F.R. § 1.93(b).

¹¹ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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 27000001. 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.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

14. **Suspended Penalty.** Taylor Oilfield further agrees that, upon an Event of Default (as described below in paragraph 15), it will pay a further civil penalty to the United States Treasury in the amount of ninety-eight thousand dollars (\$98,000) (Additional Civil Penalty). Taylor Oilfield acknowledges and agrees that upon an Event of Default, the Additional Civil Penalty shall also become a “Claim” or “Debt” as defined in Section 3701(b)(1) of the Debt Collection Improvement Act of 1996 (DCIA),¹² and all procedures for collection of the Additional Civil Penalty may, at the Commission’s discretion, be initiated against Taylor Oilfield.

15. **Event of Default.** Taylor Oilfield agrees that an Event of Default shall occur upon: (1) the failure to pay the Civil Penalty to the U.S. Treasury on or before the date specified in Paragraph 13; or (2) the release of an order within three years of the Effective Date by the Commission, such as a Notice of Apparent Liability for Forfeiture that is uncontested or a Forfeiture Order, finding that Taylor Oilfield violated the Jammer Laws in effect at the time of this agreement.

16. **Interest, Charges for Collection, and Acceleration of Maturity Date.** Upon an Event of Default, all procedures for collection permitted by the DCIA and other provisions of law¹³ may, at the Commission’s discretion, be initiated and the following shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Taylor Oilfield: (a) any unpaid Civil Penalty referenced in Paragraph 13, which shall accrue interest at a rate of the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent per annum from the date of the Event of Default until payment in full; (b) the Additional Civil Penalty referenced in Paragraph 14, which shall accrue interest at a rate of the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent per annum from the date of the Event of Default until payment in full; (c) any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717; and (d) any administrative charge(s), including the costs of collection, litigation, and attorneys’ fees.

17. **Waivers.** As of the Effective Date, Taylor Oilfield 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. Taylor Oilfield shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither Taylor Oilfield nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Taylor Oilfield shall waive any statutory right

¹² Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996) (DCIA).

¹³ See 31 C.F.R. Part 900, *et seq.*

to a trial *de novo*. Taylor Oilfield hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act¹⁴ relating to the matters addressed in this Consent Decree.

18. **Severability**. The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

19. **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.

20. **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 Taylor Oilfield does not expressly consent), that provision will be superseded by such Rule or Order.

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

22. **Final Settlement**. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

23. **Modifications**. This Consent Decree cannot be modified without the advance written consent of both Parties.

24. **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.

25. **Authorized Representative**. Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

26. **Counterparts**. This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Travis LeBlanc, Chief
Enforcement Bureau

Clyde Taylor, President
Taylor Oilfield Manufacturing, Inc.

Date: _____

Date: _____

¹⁴ See 5 U.S.C. § 504; 47 C.F.R. §§ 1.1501–1.1530.