

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)
Sabrina Javani) File No.: EB-TCD-12-00000256
d/b/a EZ Business Loans) NAL/Acct. No.: 201232170008
Steven Anthony Pashmfoush a/k/a Steven Pasha,) FRNs: 0021898572
Steven A. Pashmfouroush, Steven Anthony) 0021898606
Pashfouroush) 0021898614
Operating as EZ Business Loans)
Anthony Galdieri)
Operating as EZ Business Loans¹)
Apparent Liability for Forfeiture)

ORDER

Adopted: June 14, 2016

Released: June 14, 2016

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into Consent Decrees to resolve its investigation into whether Sabrina Javani and Steven A. Pashmfouroush, operating as EZ Business Loans, sent unsolicited advertisements, or "junk faxes," to consumers' telephone facsimile machines. Enforcement of the junk fax rules protects consumers from fax advertisements that they did not agree to receive, which intrude on privacy, interfere with receipt of wanted communications, and impose costs for paper and ink.

2. As of the date of the Consent Decrees, Ms. Javani and Mr. Pashmfouroush warrant that they ceased operating EZ Business Loans and that neither they nor any business they control sends junk faxes to consumers' telephone facsimile machines. Mr. Pashmfouroush admits that he sent junk faxes in violation of federal law and Ms. Javani represents that she did not send, or direct others to send, any junk faxes to consumers' telephone facsimile machines. Both Mr. Pashmfouroush and Ms. Javani provided financial documentation to the Bureau demonstrating that they are unable to pay the \$1,680,000 penalty proposed by the Commission in this matter. To settle this matter, Mr. Pashmfouroush agrees that neither he nor any business that he controls will send any type of advertisement to a telephone facsimile machine and Ms. Javani agrees that neither she nor any business that she controls will send any type of unsolicited advertisement to a telephone facsimile machine. If Mr. Pashmfouroush, Ms. Javani, or any business either person controls violates the terms of the Consent Decrees, they will pay the full \$1,680,000 penalty proposed by the Commission.

3. After reviewing the terms of the Consent Decrees and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decrees and resolving the Notice of Apparent Liability for Forfeiture (NAL) regarding Ms. Javani's, Mr. Pashmfouroush's, and EZ Business

¹ Following the issuance of the proposed forfeiture in this matter, the Enforcement Bureau determined that Anthony Galdieri and Steven Anthony Pashmfoush a/k/a Steven Pasha, Steven A. Pashmfouroush, Steven Anthony Pashfouroush are the same individual.

Loans's compliance with Section 227(b)(1)(C) of the Communications Act of 1934, as amended (Act),² and Section 64.1200(a)(4) of the Commission's rules (Rules).³

4. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i) and 503(b) of the Act⁴ and the authority delegated by Sections 0.111 and 0.311 of the Rules,⁵ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** and the NAL **IS RESOLVED** in accordance with the terms of the attached Consent Decree.

6. **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 Sabrina Javani, 221 South Gale Drive, Unit 306, Beverly Hills, CA 90211, and to Edward A. Maldonado, Maldonado Law Group, 3399 NW 72nd Ave. #216, Miami, FL 33122.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Chief
Enforcement Bureau

² 47 U.S.C. § 227(b)(1)(C).

³ 47 CFR § 64.1200(a)(4).

⁴ 47 U.S.C. §§ 154(i), 503(b).

⁵ 47 CFR §§ 0.111, 0.311.

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In the Matter of

Sabrina Javani

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File No.: EB-TCD-12-00000256
NAL/Acct. No.: 201232170008
FRN: 0021898572

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Sabrina Javani, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Sabrina Javani violated Section 227(b)(1)(C) of the Communications Act of 1934, as amended,¹ and Section 64.1200(a)(4) of the Commission’s rules² in connection with delivering unsolicited advertisements, or “junk faxes,” to consumers’ telephone facsimile machines.

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.³
 - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) “Advertisement” shall have the meaning set forth in Section 64.1200(f)(1) of the Rules.⁴
 - (d) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
 - (e) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
 - (f) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Sabrina Javani is subject by virtue of her business activities, including but not limited to the Unsolicited Facsimile Rules.
 - (g) “Compliance Reports” means the reports Sabrina Javani is required to file with the Commission described in this Consent Decree at paragraph 12.

¹ 47 U.S.C. § 227(b)(1)(C).

² 47 CFR § 64.1200(a)(4). Several amendments to Section 64.1200 took effect after the Notice of Apparent Liability for Forfeiture was issued in this case. The rule governing unsolicited advertisements to telephone facsimile machines in this case was not substantively changed, but was renumbered from Section 64.1200(a)(3) to 64.1200(a)(4). Federal Communications Commission, Telephone Consumer Protection Act of 1991, 77 Fed. Reg. 34233 (June 11, 2012).

³ 47 U.S.C. § 151 *et seq.*

⁴ 47 CFR § 64.1200(f)(1).

- (h) “Effective Date” means the date by which both the Bureau and Sabrina Javani have signed the Consent Decree.
- (i) “Investigation” means the investigation commenced by the Bureau in EB-TCD-12-00000256 regarding whether Sabrina Javani, who previously operated EZ Business Loans, violated the Unsolicited Facsimile Rules.
- (j) “Parties” means Sabrina Javani and the Bureau, each of which is a “Party.”
- (k) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (l) “Unsolicited Advertisement” shall have the meaning set forth in Section 64.1200(f)(15) of the Rules.⁵
- (m) “Unsolicited Facsimile Rules” means Section 227 of the Act, Section 64.1200 of the Rules, and other provisions of the Act, the Rules, and Commission orders related to the delivery of Unsolicited Advertisements to telephone facsimile machines.⁶

II. BACKGROUND

3. The Unsolicited Facsimile Rules prohibit “any person within the United States, or any person outside the United States if the recipient is within the United States . . . to use any telephone facsimile machine, computer, or other device to send, to a telephone facsimile machine, an unsolicited advertisement.”⁷ The Unsolicited Facsimile Rules seek to protect consumers from fax advertisements that they did not agree to receive, which intrude on privacy, interfere with receipt of wanted communications, and impose costs for paper and ink.

4. On October 6, 2010, in response to numerous consumer complaints alleging receipt of Unsolicited Advertisements from EZ Business Loans, which Sabrina Javani operated, the Bureau issued a Citation to EZ Business Loans for violating the Unsolicited Facsimile Rules.⁸ On July 10, 2012, based on additional consumer complaints reporting that EZ Business Loans continued faxing Unsolicited Advertisements, the Commission released a Notice of Apparent Liability for Forfeiture (NAL) finding willful and repeated violations of the Unsolicited Facsimile Rules by EZ Business Loans, Sabrina Javani, and her associate Steven A. Pashmfouroush.⁹ The NAL proposed a forfeiture of \$1,680,000 jointly and severally against these parties in light of the intentional nature of the violations and the parties’ history of prior offenses.¹⁰

5. On December 27, 2013, Sabrina Javani responded to the NAL, claiming an inability to pay the proposed forfeiture and seeking to initiate settlement negotiations.¹¹ Subsequently, Sabrina Javani submitted tax returns to demonstrate limited gross income in support of her inability to pay claim.

⁵ 47 CFR § 64.1200(f)(15).

⁶ 47 U.S.C. § 227; 47 CFR § 64.1200.

⁷ 47 U.S.C. §227(b)(1)(C). *See* 47 CFR § 64.1200(a)(4) (prohibiting use of “a telephone facsimile machine, computer, or other device to send an unsolicited advertisement to a telephone facsimile machine”).

⁸ Citation from Joshua P. Zeldis, Assistant Chief, Telecommunications Consumers Division, FCC Enforcement Bureau, to EZ Business Loans (Oct. 6, 2010) (on file in EB-TCD-12-00000256).

⁹ *Sabrina Javani d/b/a EZ Business Loans et al.*, Notice of Apparent Liability for Forfeiture, 27 FCC Rcd 7921 (2012).

¹⁰ *Id.* at 7927, para. 12.

¹¹ Initial Response of Sabrina Javani to Notice of Apparent Liability and Request for Consent Decree Negotiations (filed Dec. 27, 2013) (on file in EB-TCD-12-00000256).

III. TERMS OF AGREEMENT

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

7. **Jurisdiction.** Sabrina Javani agrees that the Bureau has jurisdiction over her 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, Sabrina Javani 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 Sabrina Javani concerning the matters that were the subject of the Investigation.

10. **Representations; Warranties.** Sabrina Javani represents that she did not use or direct to be used, any telephone facsimile machine, computer, or other device to send, to a telephone facsimile machine, any Unsolicited Advertisement for EZ Business Loans. Sabrina Javani warrants that, as of the Effective Date, she has ceased operating as EZ Business Loans and, further, that she neither uses nor directs the use of any telephone facsimile machine, computer, or other device to send any type of Unsolicited Advertisement to a telephone facsimile machine.

11. **Injunctive Obligation.** Sabrina Javani agrees that, as a material condition to this Consent Decree, neither she nor any business that she controls will use, or direct the use of, any telephone facsimile machine, computer, or other device to send any type of Unsolicited Advertisement to a telephone facsimile machine from the Effective Date forward without limitation. Pursuant to this agreement, Sabrina Javani and any business that she controls shall not use, or direct the use of, any telephone facsimile machine, computer, or other device to send any type of Unsolicited Advertisement to a telephone facsimile machine from the Effective Date forward without limitation.

12. **Compliance Reports.** Sabrina Javani shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall contain a certification by Sabrina Javani that neither she nor any business that she controls has used or directed the use of any telephone facsimile machine, computer, or other device to send any type of Unsolicited Advertisement to a telephone facsimile machine during the relevant period.
- (b) Sabrina Javani's certification shall 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.¹²
- (c) If Sabrina Javani cannot provide the requisite certification, she 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 she has taken or will take to

¹² 47 CFR § 1.16.

remedy such noncompliance, including the schedule on which such proposed remedial actions will be taken; and (iii) the steps that she has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventative action will be taken.

- (d) All Compliance Reports shall be submitted to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 4-C224, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Richard Hindman and to Mary Romano at richard.hindman@fcc.gov and mary.romano@fcc.gov.

13. **Termination Date.** The requirements set forth in paragraph 12 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

14. **Default Civil Penalty.** Sabrina Javani agrees that upon an Event of Default (as described below in paragraph 15), she shall pay a civil penalty to the United States Treasury in the amount of one million, six hundred eighty thousand dollars (\$1,680,000) (the Default Civil Penalty). Sabrina Javani acknowledges and agrees that upon an Event of Default, the Default Civil Penalty shall become a “Claim” or “Debt” as defined in Section 3701(b)(1) of the Debt Collection Improvement Act of 1996 (DCIA),¹³ and all procedures for collection of the Default Civil Penalty may, at the Commission’s discretion, be initiated.

15. **Event of Default.** Sabrina Javani agrees that an Event of Default shall occur if: (1) she or any business that she controls uses or directs the use of any telephone facsimile machine, computer, or other device to send any type of Unsolicited Advertisement to a telephone facsimile machine after the Effective Date; or (2) the Commission releases an order finding that she materially misstated her financial condition in the documents she produced to support her inability to pay claim. Upon an Event of Default, all procedures for collection permitted by the DCIA and other provisions of law¹⁴ 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 Sabrina Javani: (a) the Default Civil Penalty, which shall accrue interest computed using 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) any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717; and (c) any administrative charge(s), including the costs of collection, litigation, and attorneys’ fees.

16. **Waivers.** As of the Effective Date, Sabrina Javani waives any and all rights she 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. Sabrina Javani 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 Sabrina Javani nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Sabrina Javani shall waive any statutory right to a trial *de novo*. Sabrina Javani hereby agrees to waive any claims she may otherwise have under the Equal Access to Justice Act¹⁵ relating to the matters addressed in this Consent Decree.

17. **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

¹³ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996) (DCIA).

¹⁴ See 14 CFR § 1.1910 *et seq.*, Collection of Claims Owed the United States.

¹⁵ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

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 Sabrina Javani does not expressly consent) that provision will be superseded by such Rule or Order.

20. **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 regarding any compliance or noncompliance with the requirements of the Communications Laws.

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

22. **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.

23. **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.

24. **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

Date

Sabrina Javani

Date