

Before the  
Federal Communications Commission  
Washington, DC 20554

In the Matter of	)	
	)	
Remotes Unlimited, Inc.	)	File No.: EB-SED-16-00022932
	)	Acct. No.: 201732100005
	)	FRN: 0025061466

**ORDER**

**Adopted: August 7, 2017**

**Released: August 7, 2017**

By the Deputy Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether Remotes Unlimited, Inc. (RUI or Company) marketed radio frequency (RF) devices that did not comply with the Commission’s equipment authorization requirements. These regulations ensure that radio transmitters and other electronic devices meet certain standards and comply with the Commission’s technical requirements in order to prevent harmful interference from occurring once devices are marketed to the public. In addition, these rules protect consumers by requiring manufacturers to label devices properly and provide necessary disclosure information to consumers in user manuals regarding compliant operation of such RF devices. To settle this matter, RUI will implement a compliance plan to ensure that it adheres to the Commission’s rules and will pay a \$30,000 civil penalty.

2. 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 referenced investigation regarding RUI’s marketing of unauthorized RF devices, and compliance with Section 302(b) of the Communications Act of 1934, as amended,<sup>1</sup> and Section 2.803(b)(1) of the Commission’s rules.<sup>2</sup>

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of RUI’s basic qualifications to hold or obtain any Commission license or authorization.<sup>3</sup>

4. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) of the Act<sup>4</sup> and the authority delegated by Sections 0.111 and 0.311 of the Commission’s rules,<sup>5</sup> the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**.

<sup>1</sup> 47 U.S.C. § 302a(b).

<sup>2</sup> 47 CFR § 2.803(b)(1).

<sup>3</sup> See 47 CFR § 1.93(b).

<sup>4</sup> 47 U.S.C. § 154(i).

<sup>5</sup> 47 CFR §§ 0.111, 0.311.

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 Bruce Gillis, Manager, Remotes Unlimited, Inc., 12999 Murphy Road, Suite A, Stafford, TX 77477, and to Jack K. Goodman, Esq., 1200 New Hampshire Avenue NW, Suite 600, Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

Christopher L. Killion  
Deputy Chief  
Enforcement Bureau

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**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission and Remotes Unlimited, Inc. (RUI or Company), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether RUI violated Section 302(b) of the Communications Act of 1934, as amended,<sup>1</sup> and Section 2.803(b)(1) of the Commission’s rules<sup>2</sup> in connection with the Company’s marketing of unauthorized radio frequency devices.

**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.<sup>3</sup>
  - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) “RUI” or “Company” means Remotes Unlimited, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
  - (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 RUI is subject by virtue of its business activities, including but not limited to the Equipment Authorization and Marketing Rules.
  - (g) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.
  - (h) “Covered Employees” means all employees and agents of RUI who perform, or supervise, oversee, or manage the performance of, duties that relate to RUI’s responsibilities under the Communications Laws, including the Equipment Authorization and Marketing Rules.

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<sup>1</sup> 47 U.S.C. § 302a(b).

<sup>2</sup> 47 CFR § 2.803(b)(1).

<sup>3</sup> 47 U.S.C. § 151 *et seq.*

- (i) “Effective Date” means the date by which both the Bureau and RUI have signed the Consent Decree.
- (j) “Equipment Authorization and Marketing Rules” means Section 302(b) the Act;<sup>4</sup> Section 2.803 of the Commission’s rules;<sup>5</sup> and other provisions of the Act, the Rules, and Commission orders related to the authorization of radio frequency devices and the marketing of such devices.
- (k) “Investigation” means the investigation commenced by the Bureau’s February 24, 2017 Letter of Inquiry regarding whether the marketing of certain radio frequency devices by RUI complied with the Equipment Authorization and Marketing Rules.<sup>6</sup>
- (l) “Operating Procedures” means the standard internal operating procedures and compliance policies established by RUI to implement the Compliance Plan.
- (m) “Parties” means RUI and the Bureau, each of which is a “Party.”
- (n) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

## II. BACKGROUND

3. Section 302 of the Act authorizes the Commission to promulgate reasonable regulations to minimize harmful interference by equipment that emits radio frequency energy.<sup>7</sup> Specifically, 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.”<sup>8</sup> The purpose of Section 302 of the Act is to ensure that radio transmitters and other electronic devices meet certain standards to control interference before they reach the market.

4. The Commission carries out its responsibilities under Section 302 of the Act in two ways. First, the Commission establishes technical requirements for transmitters and other equipment to minimize their potential for causing interference to authorized radio services. Second, the Commission administers an equipment authorization program to ensure that equipment reaching the market in the United States complies with the technical and administrative requirements set forth in the Commission’s rules. The equipment authorization program requires, among other things, that radio frequency devices must be tested for compliance with the applicable technical requirements prior to marketing.<sup>9</sup> In that regard, Section 2.803(b) of the Rules prohibits the marketing of radio frequency devices unless the device has first been properly authorized, identified, and labeled in accordance with the Rules, with limited exceptions.<sup>10</sup>

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<sup>4</sup> 47 U.S.C. § 302a(b).

<sup>5</sup> 47 CFR § 2.803.

<sup>6</sup> See Letter from Aspasia Paroutsas, Acting Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Bruce Gillis, Manager, Remotes Unlimited, Inc. (Feb. 24, 2017) (on file in EB-SED-16-00022932).

<sup>7</sup> 47 U.S.C. § 302a.

<sup>8</sup> *Id.* § 302a(b).

<sup>9</sup> “Marketing” includes 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.” 47 CFR § 2.803(a).

<sup>10</sup> See *id.* § 2.803(b), (c).

5. RUI is a privately-held company that sells remote control transmitters for both factory remote keyless entry (RKE) and aftermarket car alarm systems. RUI was reportedly marketing several RKE devices in violation of the Commission's equipment authorization and equipment marketing rules. Subsequently, on February 24, 2017, the Bureau's Spectrum Enforcement Division issued a Letter of Inquiry (LOI) to RUI, directing it to submit a sworn written response to a series of questions relating to RUI's marketing of certain RKE devices in the United States.<sup>11</sup> Under the Commission's rules, these RKE devices are considered intentional radiators and must comply with the Commission's equipment authorization procedures and the relevant technical rules.<sup>12</sup> During the course of the investigation, the evidence revealed that RUI for a period of more than one year knowingly marketed RKE models without the proper equipment authorization.<sup>13</sup> However, RUI had resolved all matters relating to its noncompliance with the Commission's equipment authorization and marketing rules prior to receipt of the LOI, and the Commission has received no reports that any of the devices RUI marketed have been found to be non-compliant with the applicable technical requirements.<sup>14</sup>

6. The Bureau and RUI negotiated the following terms and conditions of settlement and hereby enter into this Consent Decree as provided herein.

### III. TERMS OF AGREEMENT

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

8. **Jurisdiction.** RUI 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.

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 Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

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, RUI 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 RUI 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 RUI's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.<sup>15</sup>

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<sup>11</sup> See *supra* note 6.

<sup>12</sup> 47 CFR §§ 2.803, 15.201.

<sup>13</sup> Letter from Jack N. Goodman, Esq., Counsel for Remotes Unlimited, to Marlene Dortch, Secretary, Federal Communications Commission (Apr. 7, 2017) at 2 (LOI Response); E-Mail Response from Jack N. Goodman, Esq., Counsel for Remotes Unlimited, Inc., to Eric Ehrenreich, Salomon Satche, and JoAnn Lucanik, Spectrum Enforcement Division, FCC Enforcement Bureau (May 17, 2017, 17:54 ET) at 1-2 (E-mail Inquiry Response).

<sup>14</sup> LOI Response at 7; E-mail Inquiry Response at 1-2.

<sup>15</sup> See 47 CFR § 1.93(b).

11. **Admission of Liability.** RUI admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 10, herein, that its actions set forth in paragraph 5, herein, violated the Equipment Authorization and Marketing Rules.

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

13. **Compliance Plan.** For purposes of settling the matters set forth herein, RUI 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 Authorization and Marketing Rules, RUI will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, RUI shall establish Operating Procedures that all Covered Employees must follow to help ensure RUI compliance with the Equipment Authorization and Marketing Rules. RUI's Operating Procedures shall include internal procedures and policies specifically designed to ensure compliance with Section 2.803 of the Commission's rules<sup>16</sup> and with applicable technical standards.
- (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 set forth the Equipment Authorization and Marketing Rules and the Operating Procedures that Covered Employees shall follow to help ensure RUI's compliance with those Rules. RUI shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. RUI shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** RUI shall establish and implement a Compliance Training Program to ensure compliance with the Equipment Authorization and Marketing Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of RUI's obligation to report any noncompliance with the Equipment Authorization and Marketing Rules under paragraph 14 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 initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. RUI shall repeat compliance training on an annual basis, and shall periodically review and

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<sup>16</sup> See *supra* note 9 and accompanying text.

revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

14. **Reporting Noncompliance.** RUI shall report any noncompliance with the Equipment Authorization and 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 an explanation of: (i) each instance of noncompliance; (ii) the steps that RUI 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 RUI has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Aspasia A. Paroutsas, Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Rm. 4C-224, Washington, DC 20554, with copies submitted electronically to Eric Ehrenreich at Eric.Ehrenreich@fcc.gov, and JoAnn Lucanik at JoAnn.Lucanik@fcc.gov.

15. **Compliance Reports.** RUI 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 include a detailed description of RUI's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Equipment Authorization and Marketing Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of RUI, stating that the Compliance Officer has personal knowledge that RUI: (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 14 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining that his/her personal knowledge is the basis for such certification and 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.<sup>17</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of RUI, shall provide the Commission with an explanation of the reason(s) why and describe: (i) each instance of noncompliance; (ii) the steps that RUI 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 RUI 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 Aspasia A. Paroutsas, Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Rm. 4C-224, Washington, DC 20554, with copies submitted electronically to Eric Ehrenreich at Eric.Ehrenreich@fcc.gov, and JoAnn Lucanik at JoAnn.Lucanik@fcc.gov.

16. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 12 through 15 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

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<sup>17</sup> 47 CFR § 1.16.

17. **Civil Penalty.** RUI will pay a civil penalty to the United States Treasury in the amount of thirty thousand dollars (\$30,000). Such payment shall be made in two installments (each an Installment Payment). The first Installment Payment in the amount of fifteen thousand dollars (\$15,000) is due on or before thirty (30) calendar days after the Effective Date. The second Installment Payment in the amount of fifteen thousand dollars (\$15,000) is due on or before sixty (60) calendar days after the Effective Date. RUI acknowledges and agrees that upon execution of this Consent Decree, the civil penalty and each Installment Payment shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).<sup>18</sup> Upon an Event of Default (as defined below), all procedures for collection as permitted by law, may, at the Commission’s discretion, be initiated. RUI shall send electronic notification of payment to Eric Ehrenreich at Eric.Ehrenreich@fcc.gov, JoAnn Lucanik at JoAnn.Lucanik@fcc.gov, and Samantha Peoples at Samantha.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 Account Number and FRN referenced in the caption of the Adopting Order. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.<sup>19</sup> 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 that should be followed based on the form of payment selected:

- Payment by check or money order must be made payable to the Federal Communications Commission. Such payments (along with the completed FCC 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 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed FCC 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 to authorize the credit card payment. The completed FCC 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.

18. **Event of Default.** RUI agrees that an Event of Default shall occur upon the failure by RUI to pay the full amount of any Installment Payment on or before the due date specified in this Consent Decree.

19. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the civil penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the civil penalty, together with interest, any penalties permitted and/or required by law,

<sup>18</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321,1358 (Apr. 26, 1996).

<sup>19</sup> An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.



including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by RUI.

20. **Waivers.** As of the Effective Date, RUI 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. RUI 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 RUI nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and RUI shall waive any statutory right to a trial *de novo*. RUI hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>20</sup> relating to the matters addressed in this Consent Decree.

21. **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.

22. **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.

23. **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 RUI does not expressly consent) that provision will be superseded by such Rule or Order.

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

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

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

27. **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.

28. **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.

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<sup>20</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

29. **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.

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Christopher L. Killion  
Deputy Chief  
Enforcement Bureau

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Date

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Bruce Gillis  
President  
Remotes Unlimited, Inc.

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Date