

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)	
)	
L3Harris Technologies, Inc.)	File No.: EB-SED-19-00028645
)	Acct. No.: 202032100004
)	FRN: 0003791472

ORDER

Adopted: December 19, 2019

Released: December 20, 2019

By the Chief, Enforcement Bureau:

1. Ensuring that satellite-to-ground services operate within their assigned frequencies is essential in preventing harmful interference to communications on earth and in space. It is therefore important for the Commission to ensure that the licensees who operate in these arenas do so in a manner compliant with their authorizations. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into a Consent Decree with L3Harris Technologies, Inc. (formerly known as Harris Corporation, and referred to herein as “Harris”) to resolve the Bureau’s investigation into whether Harris communicated with its HSAT-1 satellite on an unauthorized uplink frequency band. To settle this matter, Harris admits that it engaged in unauthorized communication with its HSAT-1 satellite, will implement a compliance plan, and will pay a \$100,000 civil penalty. This action will send a strong signal that the Commission will not tolerate unauthorized operation of satellites, as such unauthorized operation risks satellite collisions and radio frequency interference, threatening critical commercial and government satellite communications.

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 Harris’s compliance with the satellite and radio frequency equipment laws, sections 301 of the Communications Act of 1934, as amended (Act)¹, and sections 5.53 and 25.102 of the Commission’s rules.²

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

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act⁴ and the authority delegated by sections 0.111 and 0.311 of the Commission’s 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**.

¹ 47 U.S.C. § 301.

² 47 CFR §§ 5.53, 25.102.

³ See 47 CFR § 1.93(b).

⁴ 47 U.S.C. § 154(i).

⁵ 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 Joshua S. Turner, Esq., Wiley Rein LLP, 1776 K St., NW, Washington, DC 20006, counsel for L3Harris Technologies, Inc.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

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CONSENT DECREE

1. The Federal Communications Commission takes seriously its role in preventing harmful interference to satellite communications, as they are critical component of our nation's communications infrastructure. The Commission's Enforcement Bureau and L3Harris Technologies, Inc. (formerly known as Harris Corporation, and referred to herein as "Harris") by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether Harris violated section 301 of the Communications Act of 1934, as amended,¹ and sections 5.53 and 25.102 of the Commission's rules² in connection with unauthorized satellite operations. To resolve this matter, Harris admits that it violated the Commission's rules, agrees to implement a compliance plan, and will pay a \$100,000 civil penalty. This action will help preserve the integrity of our nation's satellite systems.

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) "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 Harris is subject by virtue of its business activities, including but not limited to the Satellite Rules.
 - (f) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 14.
 - (g) "Covered Employees" means all employees and agents of Harris who perform, supervise, oversee, or manage the performance of, duties that relate to Harris' responsibilities under the Satellite Rules.
 - (h) "Effective Date" means the date by which both the Bureau and Harris have signed the Consent Decree.

¹ 47 U.S.C. § 301.

² 47 CFR §§ 5.53, 25.102.

³ 47 U.S.C. § 151 *et seq.*

- (i) “Harris” means L3Harris Technologies, Inc., and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.⁴
- (j) “Investigation” means the investigation commenced by the Bureau in EB-SED-19-00028645 regarding whether Harris violated the Satellite Rules.
- (k) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Harris to implement the Compliance Plan.
- (l) “Parties” means Harris 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) “Satellite Rules” means the Act, the Rules (including but not limited to sections 5.53 and 25.102⁵), and Commission orders related to satellite and radio frequency device operations to which Harris is subject by virtue of its commercial or experimental small satellite operations (to the extent such operations require Harris to apply for or maintain a part 5 or part 25 license as the licensee).

II. BACKGROUND

3. Section 301 of the Act and section 25.102(a) of the Rules, prohibit the use or operation of any apparatus for the transmission of energy or communications or signals by an earth station except under and in accordance with a Commission-granted authorization.⁶ Section 5.53 of the Rules requires operations in accordance with a license in the Experimental Radio Service,⁷ which is intended to allow companies to experiment, develop new products, and conduct market trials.⁸ These important rules prevent interference in satellite operations and allow the Commission to coordinate and evaluate those operations.

4. In 2016, Harris sought an experimental license to deploy and operate a briefcase-sized 6U cubesat called HSAT-1. Although Harris has substantial experience with developing satellites for government applications, has participated in numerous Commission proceedings, and has numerous Commission licenses, HSAT-1 represented the company’s first effort to develop a commercial or experimental small satellite for which it would seek its own license from the Commission. On February 2, 2018, May 31, 2018, and December 1, 2018, the Commission approved, through a series of Special Temporary Authorities (STAs), an earth station uplink frequency for HSAT-1 of 2096.5 MHz with a 1.25 MHz bandwidth (2095.875 – 2097.125 MHz).⁹ However, Harris engineers intentionally programmed HSAT-1 and the single ground station to operate on 2096.0 MHz with a 1.25 MHz bandwidth (2095.375 – 2096.625 MHz) for the uplink transmissions. Harris was not authorized to operate below 2095.875 or above 2097.125 MHz, so transmissions between 2095.375 and 2095.875 were unauthorized. Harris’ ground station began communicating with HSAT-1 on the unauthorized uplink frequency band on November 29, 2018, shortly after deployment. The downlink operations from HSAT-1 to the ground station were within the authorized frequency limits.

5. On December 5, 2018, Harris voluntarily disclosed to the Commission this unauthorized operation. However, Harris continued transmitting on this unauthorized frequency. On December 10,

⁴ On June 29, 2019, Harris merged with L3 Technologies, Inc. and changed its name to L3Harris Technologies, Inc.

⁵ 47 CFR §§ 5.53, 25.102.

⁶ 47 U.S.C. § 301; 47 CFR § 25.102.

⁷ See 47 CFR part 5 (Experimental Radio Service).

⁸ 47 CFR § 5.53.

⁹ See OET File Nos. 0311-EX-ST-2017, 0429-EX-ST-2018, 1750-EX-ST-2018.

2018, Harris filed for an STA to reflect the ground station's actual operating frequency.¹⁰ It ceased operation on the unauthorized frequency the next day. However, over the course of its 13 days of transmitting to HSAT-1 on this unauthorized frequency, Harris did so 324 times.

6. The foregoing violations do not appear to have caused harmful interference to any other licensee and there is no indication that HSAT-1 operated contrary to its authorization in communications to the ground station (the downlink frequency).

7. To settle this matter, the Bureau and Harris enter into this Consent Decree and agree to the terms and conditions set forth below. As part of these terms and conditions, Harris agrees to pay a civil penalty of \$100,000 and to implement a compliance plan.

III. TERMS OF AGREEMENT

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

9. **Jurisdiction.** Harris 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.

10. **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.

11. **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, Harris 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 any new proceeding on its own motion against Harris concerning the matters that were the subject of the Investigation, or to set for hearing the question of Harris's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.¹¹

12. **Admission of Liability.** Harris admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 11 herein, that its actions described in paragraphs 4-5 violated the Satellite Rules.

13. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Harris shall designate a regulatory compliance director 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 Harris 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 Satellite Rules prior to assuming his/her duties.

14. **Compliance Plan.** For purposes of settling the matters set forth herein, Harris agrees that it shall, within ninety (90) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance by its commercial and experimental small satellite operations (to the extent such operations require Harris to apply for or maintain a part 5 or part 25 license as the licensee) with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Satellite Rules, Harris will implement, at a minimum, the following procedures:

¹⁰ See OET File No. 2051-EX-ST-2018. The Commission subsequently granted the STA on March 5, 2019. *Id.*

¹¹ See 47 CFR 1.93(b).

- (a) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, Harris shall establish Operating Procedures that all Covered Employees must follow to help ensure Harris's compliance with the Satellite Rules. Harris's Operating Procedures shall include internal procedures and policies specifically designed to ensure that prior to the operation of a radio frequency device intended to be used to communicate to or from a satellite in orbit, all such radio frequency devices are properly authorized and compliant with the Satellite Rules. Harris shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Satellite Rules.
- (b) **Compliance Manual.** Within ninety (90) 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 Satellite Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Harris's compliance with the Satellite Rules. Harris shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Harris shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Harris shall establish and implement a Compliance Training Program to ensure Covered Employees comply with the Satellite Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Harris's obligation to report any noncompliance with the Satellite Rules under the next paragraph 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 ninety (90) 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. Harris shall repeat 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.

15. **Reporting Noncompliance.** Harris shall report any noncompliance with the Satellite Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after reasonable discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Harris 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 Harris has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission at EB-SED-Response@fcc.gov, and to Eric Ehrenreich, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission at Eric.Ehrenreich@fcc.gov.

16. **Compliance Reports.** Harris shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, six (6) months after the Effective Date, twelve (12) months after the Effective Date, eighteen (18) months after the Effective Date, twenty-four (24) months after the Effective Date, thirty (30) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Harris's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Satellite Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Harris, stating that the Compliance Officer has personal knowledge that Harris: (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 15 of this Consent Decree.

- (b) The Compliance Officer's certification shall be accompanied by a statement explaining 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.¹²
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Harris, 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 Harris 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 Harris 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 electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, at EB-SED-Response@fcc.gov, and to Eric Ehrenreich, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission at Eric.Ehrenreich@fcc.gov.

17. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 13 through 16 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

18. **Civil Penalty.** Harris will pay a civil penalty to the United States Treasury in the amount of \$100,000 within thirty (30) calendar days of the Effective Date. Harris shall send electronic notification of payment to EB-SED-Response@fcc.gov, and to Eric Ehrenreich, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission at Eric.Ehrenreich@fcc.gov, on the date said payment is made. Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment system),¹³ or by wire transfer. The Commission no longer accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:¹⁴

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters "FORF" in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).¹⁵ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing->

¹² 47 CFR § 1.16.

¹³ Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

¹⁴ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

¹⁵ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

[databases/fees/wire-transfer.](#)

- Payment by credit card must be made by using the Commission's Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by credit card, log-in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu, and select the bill number associated with the NAL Account – the bill number is the NAL Account number with the first two digits excluded – and then choose the "Pay by Credit Card" option. IMPORTANT NOTE: there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission's Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu and then select the bill number associated with the NAL Account – the bill number is the NAL Account number with the first two digits excluded (e.g., NAL 1912345678 = FCC bill Number 12345678) – and choose the "Pay from Bank Account" option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

19. **Waivers.** As of the Effective Date, Harris 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. Harris 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 Harris nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Harris shall waive any statutory right to a trial *de novo*. Harris hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act¹⁶ relating to the matters addressed in this Consent Decree.

20. **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.

21. **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.

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

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

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

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

26. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are

¹⁶ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

27. **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.

28. **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.

Rosemary C. Harold
Chief
Enforcement Bureau

Date

Scott Mikuen
Senior Vice President, General Counsel and Secretary
L3Harris Technologies, Inc.

Date