

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

In the Matter of
Frank Reimer,
East Brunswick, New Jersey
File No.: EB-FIELDNER-18-00028232
NAL/Acct. No.: 201932010002
FRN: 0028706240

ORDER

Adopted: August 26, 2019

Released: August 26, 2019

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 Frank Reimer (Mr. Reimer), operated an illegal Global Positioning System (GPS) signal jamming device in the vicinity of the Newark International Airport. 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, manufacture, marketing, and sale of jamming devices.

2. To settle this matter, Mr. Reimer (a) admits that he operated a personally-owned GPS signal jamming device while driving a vehicle leased to his employer near the Newark International Airport; (b) agrees not to engage in unauthorized use of signal jamming devices in the future; (c) certifies to the Commission that he has destroyed signal jamming devices in his possession; (d) agrees to pay a \$5,000 civil penalty; and (e) agrees to pay an additional \$15,000 civil penalty if, in the next ten (10) years, the Commission finds that he has operated a signal jamming device or has otherwise violated the terms of the Consent Decree.

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 regarding Mr. Reimer's unauthorized operation of a GPS signal jamming device in violation of sections 301, 302(b), and 333 of the Act, and sections 2.805(a) and 15.1(c) of the Commission's rules.¹

4. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Mr. Reimer's basic qualifications to hold or obtain any Commission license or authorization.²

5. Accordingly, IT IS ORDERED that, pursuant to section 4(i) of the Act³ and the authority delegated by sections 0.111 and 0.311 of the Commission's rules,⁴ the attached Consent Decree IS ADOPTED and its terms incorporated by reference.

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

1 47 U.S.C. §§ 301, 302a(b), 333; 47 CFR §§ 2.805(a), 15.1(c).

2 See 47 CFR § 1.93(b).

3 47 U.S.C. § 154(i).

4 47 CFR §§ 0.111, 0.311.

7. **IT IS FURTHER ORDERED** that any third-party complaints and allegations against Mr. Reimer related to the above-captioned investigation that are pending before the Bureau as of the date of this Consent Decree **ARE DISMISSED**.

8. **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 Frank Reimer at his place of residence and to Richard A. Portale, Esq., Portale Randazzo, LLP, 245 Main Street, Suite 340, White Plains, New York, 10601.

FEDERAL COMMUNICATIONS COMMISSION

Christopher Killion
Deputy Chief
Enforcement Bureau

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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Frank Reimer (Mr. Reimer), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Mr. Reimer 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, by operating a Global Positioning System (GPS) signal jamming device in the vicinity of the Newark International Airport.⁵ As set forth herein, to resolve this matter Mr. Reimer (a) admits that he operated a personally-owned GPS signal jamming device while driving a vehicle leased to his employer near the Newark International Airport; (b) agrees not to engage in unauthorized use signal jamming devices in the future; (c) certifies to the Commission that he has destroyed all signal jamming devices in his possession; (d) agrees to pay a \$5,000 civil penalty; and (e) agrees to pay an additional \$15,000 civil penalty if, in the next ten (10) years, the Commission finds that he has operated a signal jamming device or has otherwise violated the terms of the Consent Decree.

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.⁶
 - 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. “Compliance Commitment” means the compliance obligations described in this Consent Decree at paragraph 12.
 - f. “Effective Date” means the date by which both the Bureau and Mr. Reimer have signed the Consent Decree.
 - g. “Investigation” means the investigation commenced by the Bureau in File No. EB-FIELDNER-18-00028232 regarding whether Mr. Reimer violated the Jammer Laws by operating a GPS signal jamming device and causing interference to the use of GPS devices at Newark International Airport.

⁵ 47 U.S.C. §§ 301, 302a(b), 333; 47 CFR §§ 2.805(a), 15.1(c).

⁶ 47 U.S.C. §§ 151 *et seq.*

- h. “Jammer Laws” means sections 301, 302(b) and 333 of the Act, and sections 2.805(a) and 15.1(c) of the Rules,⁷ and any other laws that prohibit the use or operation of a GPS signal jamming device or other signal jamming device.
- i. “Parties” means Mr. Reimer and the Bureau, each of which is a “Party.”
- j. “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

3. 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, manufacture, marketing, and sale of jamming devices. 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.⁸ 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 comply with regulations promulgated pursuant to this section.”⁹ 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.”¹⁰ Section 2.805(a) of the Rules states that, except in limited circumstances, “[a] radio frequency device may not be operated prior to equipment authorization[.]”¹¹ Section 15.1(c) of the Rules generally prohibits “the operation or marketing of an intentional or unintentional radiator that is not in compliance with the administrative and technical provisions in this part, including prior equipment authorization,” subject to limited exceptions.¹²

4. On December 11, 2018, the Commission received a complaint from the Federal Aviation Administration (FAA) that the Ground-Based Augmentation System (a system that uses GPS) at Newark International Airport was experiencing harmful interference.¹³ After coordinating with the FAA, on March 28, 2019, teams of Bureau agents traveled to Newark International Airport to monitor a stretch of the New Jersey Turnpike near the Newark International Airport for passing vehicles operating GPS signal jamming devices. During this operation, one team of Bureau agents observed GPS interference that was possibly emanating from a white Ford F150 truck. The agents then used direction-finding techniques to confirm that the white Ford F150 truck was indeed the source of the GPS interference. Bureau agents observed as the vehicle exited the New Jersey Turnpike and parked at a nearby convenience store. The agents observed that the vehicle remained an active source of GPS interference as the driver exited the vehicle and went inside the convenience store. After the individual exited the convenience store, the Bureau agents identified themselves and presented their credentials. The agents explained that they had gathered evidence demonstrating that a GPS jammer was being operated from within the vehicle and asked to inspect the vehicle. The individual refused, re-entered his vehicle, and drove away. As the

⁷ 47 U.S.C. §§ 301, 302a(b), 333; 47 CFR §§ 2.805(a), 15.1(c).

⁸ 47 U.S.C. § 301.

⁹ 47 U.S.C. § 302a(b).

¹⁰ 47 U.S.C. § 333.

¹¹ 47 CFR § 2.805(a).

¹² 47 CFR § 15.1(c).

¹³ A Ground-Based Augmentation System uses location information derived from GPS signals to provide precision aircraft position data to pilots and air traffic controllers.

vehicle departed the convenience store, the Bureau agents observed that the GPS interference emanating from the vehicle abruptly ceased.

5. On March 29, 2019, Bureau agents performed a records search on the white Ford F150's license plates and learned that the vehicle was owned by Automotive Rentals Inc., Mount Laurel, New Jersey, and leased to Otis Elevator. On April 2, 2019, Bureau agents contacted Otis Elevator and were informed that Mr. Reimer was assigned to the vehicle the agents observed on March 28, 2019. On April 11, 2019, Otis Elevator consented to a search of the vehicle Mr. Reimer was driving on March 28, 2019. The Bureau agents observed that Otis Elevator had installed a GPS tracker in the vehicle and confirmed that neither the GPS tracker nor any other electronic equipment in the vehicle was transmitting interfering signals on GPS frequencies.

6. Mr. Reimer and the Bureau engaged in settlement negotiations. To settle this matter, the Bureau and Mr. Reimer enter into this Consent Decree and agree to the following terms and conditions.

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.** Mr. Reimer agrees that the Bureau has jurisdiction over him 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, Mr. Reimer 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 Mr. Reimer 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 Mr. Reimer's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.¹⁴

11. **Admission of Liability.** Mr. Reimer 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 his actions referenced in paragraph 3 herein violated the Jammer Laws.

12. **Compliance Commitment.** Mr. Reimer has ceased unauthorized use or operation of, and in the future will not engage in the unauthorized use, operation of, or provide material assistance to another in the unauthorized use or operation of, any signal jamming device. Any unauthorized use or operation of, or provision of material assistance to another in the unauthorized use or operation of, a signal jamming device by Mr. Reimer will, at a minimum, violate the Jammer Laws and the terms of this Consent Decree. For the avoidance of doubt, any violations of the Jammer Laws by Mr. Reimer after the Effective Date shall be considered "new material evidence" for purposes of the representations and covenants set forth in paragraph 10. Within fifteen (15) calendar days of any noncompliance with the

¹⁴ See 47 CFR § 1.93(b).

Jammer Laws or with the terms and conditions of this Consent Decree, Mr. Reimer shall report such noncompliance to the Field Director, Office of the Field Director, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to matthew.gibson@fcc.gov and field@fcc.gov; any failure to report such noncompliance will violate the terms of this Consent Decree.

13. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraph 12 (compliance commitment paragraph) of this Consent Decree shall expire ten (10) years after the Effective Date.

14. **Destruction of Equipment.** In consideration of the termination of the Investigation, and in express reliance on the provisions of paragraph 10 herein, Mr. Reimer hereby certifies to the Commission, under penalty of perjury, that he has destroyed all signal jamming devices in his possession.

15. **Civil Penalty.** Mr. Reimer shall pay a civil penalty to the United States Treasury in the amount of Five Thousand Dollars (\$5,000) (Civil Penalty). Payment of the Civil Penalty shall be made within thirty (30) calendar days of the Effective Date. Mr. Reimer acknowledges and agrees that, upon execution of this Consent Decree, the Civil Penalty shall become a “Claim” or “Debt” as defined in section 3701(b)(1) of the Debt Collection Improvement Act of 1996 (DCIA).¹⁵ Mr. Reimer shall send electronic notification of payment to matthew.gibson@fcc.gov and field@fcc.gov on the date 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),¹⁶ 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:¹⁷

- 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).¹⁸ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-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. Please note that 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

¹⁵ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996) (DCIA).

¹⁶ Payments made using the Commission’s Fee Filer system do not require the submission of an FCC Form 159.

¹⁷ 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.

¹⁸ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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 to the NAL Account—the bill number is the NAL Account number with the first two digits excluded—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.

16. **Suspended Penalty.** Mr. Reimer further agrees that, upon an Event of Default (as described below in paragraph 17), he will pay a further civil penalty to the United States Treasury in the amount of Fifteen Thousand Dollars (\$15,000) (Additional Civil Penalty). Mr. Reimer 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 DCIA,¹⁹ and all procedures for collection of the Additional Civil Penalty may, at the Commission’s discretion, be initiated against Mr. Reimer.

17. **Event of Default.** Mr. Reimer agrees that an Event of Default shall occur upon (a) the failure to pay the Civil Penalty to the U.S. Treasury on or before the date specified in paragraph 15; (b) within ten (10) years of the Effective Date, the release of an order by the Bureau or the Commission, such as a Notice of Apparent Liability for Forfeiture that is uncontested or a Forfeiture Order, finding that Mr. Reimer violated the Jammer Laws; or (c) an admission of non-compliance required by paragraph 12.

18. **Waivers.** As of the Effective Date, Mr. Reimer waives any and all rights he 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. Mr. Reimer 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 Mr. Reimer nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Mr. Reimer shall waive any statutory right to a trial *de novo*. Mr. Reimer hereby agrees to waive any claims he may otherwise have under the Equal Access to Justice Act²⁰ relating to the matters addressed in this Consent Decree.

19. **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.

20. **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.

21. **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 Mr. Reimer does not expressly consent) that provision will be superseded by such Rule or order.

22. **Successors and Assigns.** Mr. Reimer agrees that the provisions of this Consent Decree shall be binding on his successors and assigns.

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

¹⁹ See 31 U.S.C. § 3701(b)(1).

²⁰ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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

25. **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.

26. **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.

27. **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.

Christopher Killion
Deputy Chief
Enforcement Bureau

Date

Frank Reimer

Date