

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of
Daytona Aircraft Services, Inc.

File No.: EB-FIELDSCR-18-00027808
Acct. No.: 201932020007
FRN: 0027892959

ORDER

Adopted: September 27, 2019

Released: September 27, 2019

By the Deputy Chief, Enforcement Bureau:

1. The Federal Communications Commission (Commission or FCC) is committed to protecting Global Positioning System (GPS) operations that are used for authorized navigation and aviation communications from harmful interference.

2. The FCC Enforcement Bureau (Bureau) has entered into a Consent Decree to resolve its investigation into whether Daytona Aircraft Services, Inc. (Daytona Aircraft) operated two GPS re-radiators without a Commission license, in violation of the Commission's rules, that caused interference to another licensee and nearby aircraft at the Daytona Beach International Airport, Daytona Beach, Florida.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding Daytona Aircraft's compliance with section 301 of the Communications Act of 1934, as amended (Act).1

4. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Daytona Aircraft'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 in accordance with the terms of the attached Consent Decree.

1 47 U.S.C. § 301.

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 a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Curt Ciancetta, President, Daytona Aircraft Services, Inc., 561 Pearl Harbor Drive, Daytona Beach, Florida, 32114, and to F. Bradley Hassell, Esq., Hassell-Legal, P.A., 1616 Concierge Boulevard, Suite 100, Daytona Beach, Florida, 32117.

FEDERAL COMMUNICATIONS COMMISSION

Christopher L. Killion
Deputy Chief
Enforcement Bureau

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In the Matter of)
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CONSENT DECREE

1. The Federal Communications Commission is committed to protecting Global Positioning System (GPS) operations that are used for authorized navigation and aviation communications from harmful interference. GPS operations are used extensively in aviation for navigation and interference to this service creates potential public safety hazards to aviation communications, as well as air and ground-based transportation. The FCC Enforcement Bureau and Daytona Aircraft Services, Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Daytona Aircraft Services, Inc. violated section 301 of the Communications Act of 1934, as amended, and Commission rules by operating two GPS re-radiators without a Commission license and causing harmful interference to another licensee and nearby aircraft at the Daytona Beach International Airport, Daytona Beach, Florida. To resolve this matter, Daytona Aircraft Services, Inc. admits that it operated two GPS re-radiators without Commission authorization and caused harmful interference, agrees to implement a compliance plan to ensure these violations do not recur in the future, and agrees to pay a \$14,000 civil penalty.

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.1
(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 Daytona Aircraft is subject by virtue of its business activities, including but not limited to the Licensing Rules.
(f) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.
(g) “Covered Employees” means all employees and agents of Daytona Aircraft who perform, or supervise, oversee, or manage the performance of, duties that relate to

1 47 U.S.C. § 151 et seq.

Daytona Aircraft's responsibilities under the Communications Laws, including the Licensing Rules.

- (h) "Daytona Aircraft" or "Company" means Daytona Aircraft Services, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (i) "Effective Date" means the date by which both the Bureau and Daytona Aircraft have signed the Consent Decree.
- (j) "Investigation" means the investigation commenced by the Bureau in EB-FIELDSCR-18-00027808 regarding whether Daytona Aircraft violated the Licensing Rules.
- (k) "Licensing Rules" means section 301 of the Communications Act, as amended, and other provisions of the Act, the Rules, and Commission orders related to using or operating radio transmitters licensed or authorized by the FCC.
- (l) "Operating Procedures" means the standard internal operating procedures and compliance policies established by Daytona Aircraft to implement the Compliance Plan.
- (m) "Parties" means Daytona Aircraft Services, Inc. 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 301 of the Act requires that persons using or operating radio transmitters must be licensed or authorized by the FCC.² The Rules require intentional radiators to be authorized.³ GPS re-radiators are devices that receive GPS satellite signals on an antenna located outside of a building and retransmit those signals to an indoor or covered space.⁴ GPS re-radiators operate in Federal frequency bands. The Commission generally does not promulgate service rules for, and accordingly does not authorize equipment designed to work in, spectrum bands allocated for exclusive federal use. Thus, GPS re-radiators cannot receive an equipment authorization under Rules, except to operate on a limited basis under the Commission's part 5 experimental radio service rules.⁵

4. Daytona Aircraft is a Federal Aviation Administration (FAA) certified aircraft maintenance and repair company located at the Daytona Beach International Airport.⁶ On September 11, 2018, Daytona Aircraft contacted the FCC Miami Field Office (Miami Office) regarding alleged interference that its GPS re-radiators were experiencing in and around Daytona Aircraft's airplane hangar at the airport.⁷ In October 2018, an FCC Field Agent and an FAA engineer inspected Daytona Aircraft's aircraft hangar and determined the close proximity of the GPS re-radiators and another licensee's Unlicensed National Information Infrastructure (U-NII) equipment adversely affected the GPS re-radiators and caused those devices to generate interference in the GPS band. The Field Agent also researched the

² *Id.* § 301.

³ 47 CFR § 15.201(b). There are some exceptions to this general rule, for example for amateur equipment, but they are not applicable here. *See, e.g.*, 47 CFR Part 97 (Amateur Radio Service).

⁴ TerrisGPS, GPS Repeaters and How they Work, <http://www.terrisgps.com/how-do-gps-repeaters-work/> (last visited Sept. 24, 2019); *see also*, *GPS and Repeaters*, NEWTON'S TELECOM DICTIONARY (23d ed. 2007).

⁵ *See* 47 CFR Part 5 (Experimental Radio Service).

⁶ Daytona Aircraft Services, Inc., About Us, <https://daytonaaircraft.com/our-team/> (last visited Sept. 24, 2019).

⁷ Phone call from Daytona Aircraft to the Miami Office (Complaint notes on file in EB-FIELDSCR-18-00027808).

FCC's Office of Engineering and Technology (OET) Experimental License database and determined that Daytona Aircraft did not have an experimental license to operate the two GPS re-radiators.⁸ The Field Agent hand-delivered a Warning Letter to Daytona Aircraft because it did not have Commission authorization to operate the GPS re-radiators.⁹

5. On December 4, 2018, Daytona Aircraft informed the Miami Office that it obtained an FCC license for the GPS re-radiators.¹⁰ On July 17, 2019, the Field Agent inspected the Daytona Aircraft hangar and observed that Daytona Aircraft had relocated its GPS re-radiators approximately 100 feet from the other licensee's U-NII device. The Field Agent conducted additional tests and did not observe any interference from the GPS re-radiators.

6. Daytona Aircraft and the Bureau subsequently engaged in settlement negotiations. To settle this matter, Daytona Aircraft and the Bureau 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.** Daytona Aircraft 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, Daytona Aircraft 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 Daytona Aircraft concerning the matters that were the subject of the Investigation, or to set for hearing the question of Daytona Aircraft's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.¹¹

11. **Admission of Liability.** Daytona Aircraft 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 referenced in paragraph 4 herein violated the Licensing Rules.

12. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Daytona Aircraft 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 Daytona Aircraft complies with the terms and

⁸ See Investigation Notes (on file in EB-FIELDSCR-18-00027808).

⁹ See Warning Letter to Daytona Aircraft Services, Inc. from the FCC Enforcement Bureau, Atlanta Regional Office (Oct. 1, 2018) (on file in EB-FIELDSCR-18-00027808).

¹⁰ Email from Vice President, Daytona Aircraft Services, Inc. to FCC Field Agent, Miami Office (Dec. 4, 2018) (on file in EB-FIELDSCR-18-00027808). FCC OET granted Daytona Aircraft's Application for New or Modified Radio Station Under Part 5 of FCC Rules – Experimental Radio Service (Other than Broadcast) on April 24, 2019, and assigned it Call Sign WJ2XWC. See FCC OET Experimental Licensing System, File No. 0788-EX-CN-2018, https://apps.fcc.gov/oetcf/els/reports/442_Print.cfm?mode=current&application_seq=87590&license_seq=88504.

¹¹ See 47 CFR § 1.93(b).

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 Licensing Rules prior to assuming his/her duties.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, Daytona Aircraft 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 Licensing Rules, Daytona Aircraft will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Daytona Aircraft shall establish Operating Procedures that all Covered Employees must follow to help ensure Daytona Aircraft's compliance with the Licensing Rules. Daytona Aircraft's Operating Procedures shall include internal procedures and policies specifically designed to ensure that it remains compliant with the Commission's Licensing Rules. Daytona Aircraft shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Licensing Rules.
- (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 explain the Licensing Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Daytona Aircraft's compliance with the Licensing Rules. Daytona Aircraft shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Daytona Aircraft shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Daytona Aircraft shall establish and implement a Compliance Training Program on compliance with the Licensing Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Daytona Aircraft's obligation to report any noncompliance with the Licensing 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. Daytona Aircraft 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.

14. **Reporting Noncompliance.** Daytona Aircraft shall report any noncompliance with the Licensing 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 a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Daytona Aircraft 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 Daytona Aircraft has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Federal Communications Commission, Office of the Field Director, Enforcement Bureau, 445 12th Street, S.W., Washington, D.C. 20554, with a copy submitted electronically to Joy M. Ragsdale, Joy.Ragsdale@fcc.gov.

15. **Compliance Reports.** Daytona Aircraft 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 Daytona Aircraft's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Licensing Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Daytona Aircraft, stating that the Compliance Officer has personal knowledge that Daytona Aircraft: (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 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 Daytona Aircraft, 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 Daytona Aircraft 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 Daytona Aircraft 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 Office of the Field Director, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554, with a copy submitted electronically to Joy M. Ragsdale at Joy.Ragsdale@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.

17. **Civil Penalty.** Daytona Aircraft will pay a civil penalty to the United States Treasury in the amount of Fourteen Thousand Dollars (\$14,000). Such payment shall be made in four installments (each an Installment Payment). The first Installment Payment in the amount of Five Thousand Dollars (\$5,000) is due on October 28, 2019. Thereafter, three subsequent Installment Payments of Three Thousand Dollars (\$3,000) each are due and payable quarterly on the 20th of the month starting on January 20, 2020, with the final Installment Payment due on July 20, 2020. Daytona Aircraft 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).¹³ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Daytona Aircraft shall send electronic notification of payment to Joy M. Ragsdale, Field Counsel, at Joy.Ragsdale@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

¹² 47 CFR § 1.16.

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

Commission's Fee Filer (the Commission's online payment system),¹⁴ 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:¹⁵

- 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).¹⁶ 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 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.

18. **Event of Default.** Daytona Aircraft agrees that an Event of Default shall occur upon the failure by Daytona Aircraft 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%, 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 the law, 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 Daytona Aircraft.

20. **Waivers.** As of the Effective Date, Daytona Aircraft 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. Daytona Aircraft shall retain the

¹⁴ Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

¹⁵ 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.

¹⁶ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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 Daytona Aircraft nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Daytona Aircraft shall waive any statutory right to a trial *de novo*. Daytona Aircraft hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act¹⁷ 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 Daytona Aircraft does not expressly consent) that provision will be superseded by such Rule or order.

24. **Successors and Assigns.** Daytona Aircraft 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.

¹⁷ 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.

Christopher L. Killion
Deputy Bureau Chief
Enforcement Bureau

Date

Curt Ciancetta
President
Daytona Aircraft Services, Inc.

Date