

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

In the Matter of
uAvionix Corporation

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File No.: EB-SED-20-00031640
CD Acct. No.: 202232100016
FRN: 0024651283

ORDER

Adopted: December 20, 2021

Released: December 20, 2021

By the Associate Chief, Enforcement Bureau:

1. The Enforcement Bureau of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether uAvionix Corporation (uAvionix) violated the Commission’s equipment marketing rules by marketing aviation equipment to government contractors in the United States prior to receiving equipment authorization. These rules ensure that radio transmitters and other electronic devices that emit radio frequency radiation comply with the Commission’s technical requirements and do not interfere with authorized communications. To settle this matter, uAvionix admits that it violated the Commission’s rules, will implement a compliance plan, and will pay a \$13,000 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 uAvionix’s compliance with the Commission’s equipment marketing rules, as set forth in section 302(b) of the Communications Act of 1934, as amended (Act)<sup>1</sup>, and sections 2.803(b) and 87.39 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 uAvionix’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 in accordance with the terms of the attached Consent Decree.

<sup>1</sup> 47 U.S.C. § 302a(b).

<sup>2</sup> 47 CFR §§ 2.803(b), 87.39.

<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 Paul Beard, Chief Executive Officer, Avionix Corporation, 300 Pine Needle Lane, Bigfork, Montana 59911, and to M. Anne Swanson, Esq., Wilkinson Barker Knauer LLP, 1800 M Street, NW, Suite 800N, Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

Jeremy D. Marcus  
Associate Chief  
Enforcement Bureau

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

In the Matter of
uAvionix Corporation
File No.: EB-SED-20-00031640
CD Acct. No.: 202232100016
FRN: 0024651283

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and uAvionix Corporation (uAvionix), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether uAvionix violated section 302(b) of the Communications Act of 1934, as amended (Act),1 and sections 2.803 and 87.39 of the Commission’s rules (Equipment Marketing Rules) in connection with its marketing of aviation equipment in the United States.2 To resolve this matter, uAvionix admits that it violated the Equipment Marketing Rules by marketing aviation equipment to government contractors in the United States without equipment authorization, agrees to implement a compliance plan, and pay a \$13,000 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.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) “CD Acct No.” means account number 202232100016, associated with payment obligations described in paragraph 20 of this Consent Decree.
(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 uAvionix is subject by virtue of its business activities, including but not limited to the Equipment Marketing Rules.
(g) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 16.
(h) “Covered Employees” means all employees and agents of uAvionix who perform, supervise, oversee, or manage the performance of duties that relate to uAvionix’s responsibilities under the Equipment Marketing Rules.

1 47 U.S.C. § 302a(b).

2 47 CFR §§ 2.803, 87.39.

3 47 U.S.C. § 151 et seq.

- (i) “Effective Date” means the date by which both the Bureau and uAvionix have signed the Consent Decree and the Bureau has released an Adopting Order.
- (j) “Equipment Marketing Rules” means section 302(b) of the Act,<sup>4</sup> sections 2.803 and 87.39 of the Commission’s rules,<sup>5</sup> related to the authorization of radio frequency devices and the marketing of such devices.
- (k) “Investigation” means the investigation commenced by the Bureau in EB-SED-20-00031640 regarding whether uAvionix violated the Equipment Marketing Rules.
- (l) “Operating Procedures” means the standard internal operating procedures and compliance policies established by uAvionix to implement the Compliance Plan.
- (m) “Parties” means uAvionix 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.
- (o) “uAvionix” or “Company” means uAvionix Corporation and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

## 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>6</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>7</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.<sup>8</sup>

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 harmful interference to authorized radio services. Second, the Commission administers an equipment authorization program to ensure that equipment reaching the United States market complies with the equipment marketing 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 Commission’s rules prohibits the marketing of radio frequency devices unless the device has first been properly authorized, identified, and labeled in accordance with the Commission’s rules, with limited exceptions.<sup>10</sup> One such exception to section 2.803(b) is that radio

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<sup>4</sup> 47 U.S.C. § 302a(b).

<sup>5</sup> 47 CFR §§ 2.803, 87.39.

<sup>6</sup> 47 U.S.C. § 302a(b).

<sup>7</sup> *Id.* § 302a(b).

<sup>8</sup> *ABC Fulfillment Services LLC d/b/a HobbyKing USA LLC and HobbyKing.com, and Indubitably, Inc. d/b/a HobbyKing Corp., HobbyKing USA LLC, HobbyKing and HobbyKing.com*, Memorandum Opinion and Order, FCC 21-76, 2021 WL 2556065, para. 2 (2021) (“The Commission’s equipment marketing rules, including the authorization requirements, are designed to ensure that equipment in the wireless ecosystem operates in a manner that minimizes the risks of harmful interference.”).

<sup>9</sup> The term “marketing” is defined in the Rules and 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). Exceptions to the Commission’s equipment marketing rules are found in section 2.803 of the Commission’s rules but are not applicable to the instant case. *See id.* § 2.803(c).

frequency devices may be marketed for use by the United States government without having an equipment authorization.<sup>11</sup>

5. uAvionix designs, manufactures, and markets avionics equipment for unmanned and manned aviation for sale in the United States and around the world. Several of these products feature automatic dependent surveillance–broadcast (ADS-B). ADS–B is surveillance technology that broadcasts GPS-derived data from and about an aircraft, including its location, through an onboard transmitter to a ground receiver or receivers on other aircraft.<sup>12</sup> uAvionix markets transponders, transceivers, and receivers, which contain ADS-B technology (ADS-B Products), on its website to customers, including customers in the United States.<sup>13</sup> Transmitters operating in the ADS-B service must be certificated as part 87 devices in the United States.<sup>14</sup>

6. The Commission received an informal complaint alleging that the Company was marketing aviation devices on its website that lack FCC certification. After reviewing the complaint, Bureau staff observed that some of the devices marketed on the uAvionix website to customers, including customers in the United States, may not have been properly authorized for sale in the U.S. to entities other than the U.S. government.

7. On December 1, 2020, the Bureau’s Spectrum Enforcement Division (SED) issued a Letter of Inquiry (LOI) to uAvionix, directing it to submit a sworn written response to a series of questions relating to its marketing of ADS-B Products.<sup>15</sup> On January 15, 2021, the Company responded to the LOI.<sup>16</sup> In its LOI Response, the Company stated that neither its ping1090i ADS-B transceiver nor its ping20si ADS-B transponder had received equipment authorization from the Commission.<sup>17</sup> The Company acknowledged that both models had been marketed to United States customers on the uAvionix website since July 7, 2017, but that “all or practically all the units shipped were to contractors to the U.S. Government/military.”<sup>18</sup> On March 31, 2021, SED issued supplemental inquiries to the Company to ascertain the identities of the customers that had purchased the ping1090i and ping20si units.<sup>19</sup> The Company’s April 19, 2021 responses to those supplemental inquiries revealed that the units sold to U.S. entities had been sold exclusively to contractors to the U.S. government,<sup>20</sup> rather than directly to governmental entities. Thus, the exception to section 2.803(b) for radio frequency devices marketed for

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<sup>11</sup> 47 CFR § 2.807(d).

<sup>12</sup> 47 CFR § 87.5 (defining the ADS-B Service as “Broadcast transmissions from aircraft, supporting aircraft-to-aircraft or aircraft-to-ground surveillance applications, including position reports, velocity vector, intent and other relevant information about the aircraft.”).

<sup>13</sup> uAvionix Corporation, *Unmanned Aviation Systems*, <https://uavionix.com/uas/> (last visited Oct. 4, 2021).

<sup>14</sup> See 47 CFR § 87.39.

<sup>15</sup> Letter of Inquiry from Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Paul Beard, Chief Executive Officer, uAvionix Corporation (Dec. 1, 2020) (on file in EB-SED-20-00031640).

<sup>16</sup> Response to Letter of Inquiry, from M. Anne Swanson, Esq., Counsel, Wilkinson Barker Knauer LLP, to Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau (Jan. 15, 2021) (on file in EB-SED-20-00031640) (LOI Response).

<sup>17</sup> LOI Response at 7, Response to Question 13.

<sup>18</sup> *Id.* at 7, Attach. UAV-FCC-00445.

<sup>19</sup> E-mail from Mark DeSantis, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to Timothy Cooney, Esq., Counsel, Wilkinson Barker Knauer LLP (Mar. 31, 2021, 8:36 EDT) (on file in EB-SED-20-00031640) (Supplemental Letter of Inquiry).

<sup>20</sup> Response to Supplemental Letter of Inquiry, from M. Anne Swanson, Esq., Counsel, Wilkinson Barker Knauer LLP, to Mark DeSantis, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, Response to Question 1 (Apr. 19, 2021) (on file in EB-SED-20-00031640).

use by the U.S. government did not apply.<sup>21</sup> The Company has since ceased selling the unauthorized units to U.S. government contractors, as well as updated the disclaimers on its website to comply with the Commission's rules permitting the advertising or display of RF devices without equipment authorization in certain instances.<sup>22</sup>

8. uAvionix and the Bureau subsequently engaged in settlement negotiations. To settle this matter, the Company and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

### III. TERMS OF AGREEMENT

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

10. **Jurisdiction.** uAvionix 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.

11. **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.

12. **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, uAvionix 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 uAvionix concerning the matters that were the subject of the Investigation, or to set for hearing the question of uAvionix's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.<sup>23</sup>

13. **Admission of Liability.** uAvionix admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 12 herein, that its actions described in paragraphs 5 through 7 violated the Equipment Marketing Rules.

14. **Compliance Obligations.** The requirements of paragraphs 15 through 18 of this Consent Decree shall apply only to (i) uAvionix Corporation, its parents, subsidiaries, predecessors-in-interest, successors-in-interest, and assignees; and (ii) affiliates of uAvionix Corporation to which uAvionix transfers any assets currently owned by uAvionix Corporation, whether or not such affiliate is a good faith purchaser for value.

15. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, uAvionix 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 uAvionix 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

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<sup>21</sup> See 47 CFR § 2.807(d) (section 2.803 "shall not be applicable to...[r]adiofrequency devices for use by the Government of the United States or any agency thereof[.]").

<sup>22</sup> E-mail from J. Wade Lindsay, Esq., Counsel, Wilkinson Barker Knauer LLP, to Mark DeSantis, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (Sept. 27, 2021, 13:43 EDT) (on file in EB-SED-20-00031640); 47 CFR § 2.802(c)(2)(iii)(A) ("This device has not been authorized as required by the rules of the Federal Communications Commission. This device is not, and may not be, offered for sale or lease, or sold or leased, until authorization is obtained.").

<sup>23</sup> See 47 CFR § 1.93(b).

discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Equipment Marketing Rules prior to assuming his/her duties.

16. **Compliance Plan.** For purposes of settling the matters set forth herein, uAvionix 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 Equipment Marketing Rules and with the terms and conditions of this Consent Decree. With respect to the Equipment Marketing Rules, uAvionix will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, uAvionix shall establish Operating Procedures that all Covered Employees must follow to help ensure uAvionix's compliance with the Equipment Marketing Rules. uAvionix's Operating Procedures shall include internal procedures and policies specifically designed to ensure that prior to marketing in the U.S., each RF model in its inventory has been properly authorized and satisfies the applicable identification, labeling, and administrative requirements when marketed. In addition, uAvionix will immediately take steps to remove from the U.S. marketplace any ping1090i transceiver and ping20si transponder units it has sold in the period covered by the Investigation by contacting each unit's U.S. purchasers and, to the extent possible, arranging for the disposal of the units. uAvionix shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Equipment Marketing 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 Equipment Marketing Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure uAvionix's compliance with the Equipment Marketing Rules. uAvionix shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. uAvionix shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** uAvionix shall establish and implement a Compliance Training Program on compliance with the Equipment Marketing Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of uAvionix's obligation to report any noncompliance with the Equipment Marketing Rules under paragraph 17 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. uAvionix 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.

17. **Reporting Noncompliance.** uAvionix shall report any noncompliance with the Equipment 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 a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that uAvionix 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 uAvionix has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov), with a copy submitted to [mark.desantis@fcc.gov](mailto:mark.desantis@fcc.gov).

18. **Compliance Reports.** uAvionix 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) The Compliance Report to be filed within ninety (90) calendar days after the Effective Date shall include, in addition to the information required in subsections (b) through (d) below, a detailed description of the Company's efforts to remove the ping1090i transceiver and ping20si transponder units from the U.S. marketplace pursuant to paragraph 16(a) above, including: (i) the name of each customer contacted; (ii) the outcome of those contacts, including whether the customer was still in possession of the unit(s) when contacted; and (iii) if the customer was still in possession of the unit(s), to the extent possible, the method by which the unit(s) were disposed.
- (b) Each Compliance Report shall include a detailed description of uAvionix's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Equipment Marketing Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of uAvionix, stating that the Compliance Officer has personal knowledge that uAvionix: (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 17 of this Consent Decree.
- (c) 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.<sup>24</sup>
- (d) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of uAvionix, 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 uAvionix 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 uAvionix has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (e) All Compliance Reports shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, NE, Washington, DC 20554, via [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov) and [mark.desantis@fcc.gov](mailto:mark.desantis@fcc.gov).

19. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 14 through 18 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

20. **Civil Penalty.** uAvionix will pay a civil penalty to the United States Treasury in the amount of thirteen thousand dollars (\$13,000) within thirty (30) calendar days of the Effective Date. uAvionix acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).<sup>25</sup> Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. uAvionix shall send electronic notification of payment to Mark DeSantis at [mark.desantis@fcc.gov](mailto:mark.desantis@fcc.gov) and to the

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<sup>24</sup> 47 CFR § 1.16.

<sup>25</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

Spectrum Enforcement Division's mailbox at [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@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),<sup>26</sup> 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:<sup>27</sup>

- 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](mailto: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).<sup>28</sup> 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 CD Acct. No. – the bill number is the CD Acct. No. 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 CD Acct. No. – the bill number is the CD Acct. No. 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.

21. **Event of Default.** uAvionix agrees that an Event of Default shall occur upon the failure by uAvionix to pay the full amount of the Civil Penalty on or before the due date specified in this Consent Decree.

22. **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 uAvionix.

<sup>26</sup> Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

<sup>27</sup> 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](mailto:ARINQUIRIES@fcc.gov).

<sup>28</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

23. **Waivers.** As of the Effective Date, uAvionix 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. uAvionix 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 uAvionix nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and uAvionix shall waive any statutory right to a trial *de novo*. uAvionix hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>29</sup> relating to the matters addressed in this Consent Decree.

24. **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.

25. **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.

26. **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 uAvionix does not expressly consent) that provision will be superseded by such Rule or order.

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

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

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

30. **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.

31. **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>29</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

32. **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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Jeremy D. Marcus  
Associate Chief  
Enforcement Bureau

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Date

\_\_\_\_\_  
Christian Ramsey  
President  
uAvionix Corporation

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Date