

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

In the Matter of

Router12 Networks LLC

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File No.: EB-IHD-21-00032052  
CD Acct. No.: 202132080031  
FRN: 0024372450

ORDER

Adopted: August 11, 2021

Released: August 11, 2021

By the 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 Router12 Networks LLC (Router12) violated section 1.2105(c) of the Commission’s rules<sup>1</sup> by engaging in prohibited communications of its bidding and bidding strategies to other Auction 105 participants and by failing to report these communications to the Commission. To settle this matter, Router12: admits that it violated section 1.2105(c) of the Commission’s rules<sup>2</sup> by engaging in and failing to report prohibited communications; will implement a compliance plan; and will pay a \$50,000 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 Router12’s compliance with section 1.2105(c) of the Commission’s rules.<sup>3</sup>

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Router12’s basic qualifications to hold or obtain any Commission license or authorization.<sup>4</sup>

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Communications Act of 1934, as amended<sup>5</sup> and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules,<sup>6</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 CFR § 1.2105(c).

<sup>2</sup> 47 CFR § 1.2105(c)(1), (c)(4).

<sup>3</sup> 47 CFR § 1.2105(c).

<sup>4</sup> See 47 CFR § 1.93(b).

<sup>5</sup> 47 U.S.C. § 154(i).

<sup>6</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 email to Ryan Malek, CEO, Router12 Networks LLC, at [rmalek@router12.net](mailto:rmalek@router12.net), and to Ronald E. Quirk, Esq., counsel to Router12 Networks LLC, Marashlian & Donahue, PLLC, at [req@commlawgroup.com](mailto:req@commlawgroup.com).

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold  
Chief  
Enforcement Bureau

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

In the Matter of Router12 Networks LLC
File No.: EB-IHD-21-00032052
CD Acct. No.: 202132080031
FRN: 0024372450

CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission and Router12 Networks LLC (Router12), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into whether Router12 violated section 1.2105(c) of the Commission’s rules¹ by engaging in prohibited communications of its bidding and bidding strategies to other Auction 105 participants and by failing to report these communications to the Commission. To resolve this matter, Router12 agrees to implement a compliance plan and pay a \$50,000 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.²
(b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) “Affiliate” means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this definition, “own” means to own an equity interest (or the equivalent thereof) of more than 10%. See 47 U.S.C. § 153. And “Affiliated” means the relationship between the Affiliates.
(d) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(e) “CD Acct No.” means account number 202132080031, associated with payment obligations described in paragraph 18 of this Consent Decree.
(f) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
(g) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Router12 is subject by virtue of its business activities, including but not limited to the Prohibited Communications Rules.
(h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 14.

¹ 47 CFR § 1.2105(c).

² 47 U.S.C. § 151 et seq.

- (i) “Covered Employees” means all employees and agents of Router12 who perform, supervise, oversee, or manage the performance of, duties that relate to Router12’s responsibilities under the Communications Laws, including the Prohibited Communications Rules.
- (j) “Effective Date” means the date by which both the Bureau and Router12 have signed the Consent Decree and the Bureau has released an Adopting Order.
- (k) “Investigation” means the investigation commenced by the Bureau in File No. EB-IHD-21-00032052 regarding whether Router12 violated the Prohibited Communications Rules.
- (l) “LOI” means the Letter of Inquiry issued by the Bureau to Router12 on March 26, 2021 in EB-IHD-21-00032052 in connection with the Company’s compliance with section 1.2105(c) of the Commission’s rules,<sup>3</sup> by engaging in Prohibited Communications during the course of the 3.5 GHz Auction (Auction 105) and by communicating to other Auction 105 participants that it no longer intended to participate in Auction 105.<sup>4</sup>
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Router12 to implement the Compliance Plan.
- (n) “Parties” means Router12 and the Bureau, each of which is a “Party.”
- (o) “Prohibited Communications” shall mean any Communication prohibited pursuant to section 1.2105(c) of the Commission’s rules,<sup>5</sup> which prohibits an auction applicant “from communicating with any other applicant in any manner the substance of its own, or one another’s, or any other competing applicant’s bids or bidding strategies, until after the post-auction deadline for winning bidders to submit applications for support.”
- (p) “Prohibited Communications Rules” means section 1.2105(c) of the Commission’s rules,<sup>6</sup> and other provisions of the Act, the Rules, and Commission orders which provides that, subject to specified exceptions, an applicant may not convey certain information to other applicants during the “quiet period” between the deadline for filing a short-form application and the deadline for winning bidders to submit their down payments.<sup>7</sup> These rules also require applicants to report such potentially Prohibited Communications.<sup>8</sup>
- (q) “Quiet Period” shall mean the period of time in a Commission Auction between the deadline to file a short-form application and the date that down payments are due from winning bidders. In Auction 105, that period of time spanned from May 7, 2020, to September 17, 2020

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<sup>3</sup> 47 CFR § 1.2105(c).

<sup>4</sup> See *Auction of Priority Access Licenses for the 3550-3650 MHz Band; Notice and Filing Requirements, Minimum Opening Bids, Upfront Payments, and Other Procedures for Auction 105; Bidding in Auction 105 Scheduled to Begin June 25, 2020*, AU Docket No. 19-244, Public Notice, 35 FCC Rcd 2140, 2159, para. 58 (2019) (*Auction 105 Procedures Public Notice*).

<sup>5</sup> See 47 CFR § 1.2105(c).

<sup>6</sup> See *id.*

<sup>7</sup> 47 CFR § 1.2105(c)(1).

<sup>8</sup> 47 CFR § 1.2105(c)(4).

- (r) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (s) “Router12 or Company” means Router12 Networks LLC and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (t) “WISP Talk Facebook Group” shall mean the Facebook page where a series of postings were started by Ryan Malek, CEO, Router12 Networks LLC WISP Talk Facebook Group to the WISPA members mailing list on June 17, 2020, at 10:26 AM.

## II. BACKGROUND

3. *Legal Framework.* Section 1.2105(c)(1) of the Commission’s Rules provides that, subject to specified exceptions, an applicant for a Commission auction may not convey certain information to other auction applicants during the “quiet period” which commences on the deadline for filing a short-form application and terminates on the deadline for winning bidders to submit their down payments.<sup>9</sup> This “Prohibited Communications Rule” applies to any communications by an applicant that conveys, in any manner, the substance of its own, or one another’s, or any applicant’s bids or bidding strategies. Although a statement that an applicant has applied to participate in the auction will not violate the rule, an applicant’s public statement that it intends to stop bidding in an auction or that it does not intend to place bids could give rise to a finding of a section 1.2105 violation.<sup>10</sup>

4. As explained in the *Auction 105 Procedures Public Notice*,<sup>11</sup> section 1.2105(c)(4) requires any applicant that makes or receives a communication that appears to violate section 1.2105(c) to report such communication in writing to the Commission immediately, and in no case later than five business days after the communication occurs.<sup>12</sup> Each applicant’s obligation to report any such communication continues beyond the five-day period after the communication is made, even if the report is not made within the five-day period.<sup>13</sup>

5. *Factual Background.* Auction 105 involved the auction of 22,631 county-based Priority Access Licenses (PALs) in the 3550-3650 MHz portion of the 3.5 GHz band, frequently referred to as the *Citizens Broadband Radio Service*. The deadline for filing short form applications for Auction 105 was 6:00 p.m. ET on May 7, 2020.<sup>14</sup> Bidding in the auction began on July 23, 2020 and ended on August 25, 2020.<sup>15</sup> The deadline for winning bidders to submit their required down payments was 6:00 p.m. ET on September 17, 2020.<sup>16</sup>

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<sup>9</sup> 47 CFR § 1.2105(c)(1). This prohibition applies regardless of whether the applicants seek permits or licenses in the same geographic area or market. See *Updating Part 1 Competitive Bidding Rules et al.*, WT Docket Nos. 14-170 and 05-211, GN Docket No. 12-268, RM-11395, Report and Order, Order on Reconsideration of the First Report and Order, Third Order on Reconsideration of the Second Report and Order, Third Report and Order, 30 FCC Rcd 7493, 7577, para. 199 (2015); 47 CFR § 1.2105(a)(2)(ix), (c)(1).

<sup>10</sup> *Auction 105 Procedures Public Notice*, 35 FCC Rcd at 2159, para. 58.

<sup>11</sup> *Id.* at 2159, para. 60.

<sup>12</sup> 47 CFR § 1.2105(c)(4); see also *Part 1 Seventh Report and Order*, 16 FCC Rcd at 17553-55, paras. 13-17.

<sup>13</sup> See *Service Rules for the 698-746, 747-762 and 777-792 MHz Bands, et al.*, WT Docket No. 06-150, *et al.*, Second Report and Order, 22 FCC Rcd 15289, 15395, paras. 285-86 (2007); *Procedural Amendments to Commission Part 1 Competitive Bidding Rules*, Order, 25 FCC Rcd 521, 523, para. 8 (2010) (*Part 1 Procedural Amendments Order*); see also 47 CFR § 1.65; *Part 1 Seventh Report and Order*, 16 FCC Rcd at 17550-51, para. 9.

<sup>14</sup> *Auction of Priority Access Licenses for the 3550-3650 MHz Band Rescheduled to Begin July 23, 2020; Auction 105 Short-Form Application Deadline Postponed to May 7, 2020*, AU Docket No. 19-244, Public Notice, 35 FCC Rcd 2891, para. 2 (2020).

<sup>15</sup> *Auction of Priority Access Licenses for the 3550.3650 MHz Band Closes; Winning Bidders Announced*, AU Docket No. 19-244, Public Notice, 35 FCC Rcd 9287, para. 1 (OEA/WTB, 2020).

6. Router12 Networks LLC is a Limited Liability Company registered in the state of Iowa.<sup>17</sup> Router12 was an applicant in Auction 105.<sup>18</sup> On June 17, 2020, Ryan Malek, CEO of Router12, posted a statement on the Wisp Talk Facebook Group page indicating that Router12 did not intend to place any bids in the auction. Malek's initial post asks: "Anyone else giving up on the CBRS PAL auction and focusing on RDOF instead?"<sup>19</sup> Another member of the group replied to the post, stating, "At this point, you either filed the short-form for CBRS PAL auction and can't talk about it, or you missed the deadline."<sup>20</sup> Mr. Malek responded "Right...and I'm walking away from the short form filing, the point of the post."<sup>21</sup> This Prohibited Communication was seen and timely reported by at least one other Auction 105 participant. Router12, however, failed to report this Prohibited Communication to the Commission and thus apparently violated section 1.2105(c)(4) of the Commission's rules.<sup>22</sup>

7. On March 26, 2021 the Bureau issued a LOI to Router12.<sup>23</sup> Router12 filed its response to the LOI on April 4, 2021.<sup>24</sup> On April 30, 2021, the Company informed the Bureau that it engaged counsel to represent Router12 in this matter. On May 13, 2021, counsel for Router12 formally requested settlement negotiations with the Bureau and provided an opening settlement offer.<sup>25</sup> During the course of this investigation, Router12 demonstrated a limited ability to pay a civil penalty. This settlement is a result of those negotiations. Router12 and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

### 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.** Router12 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, Router12 agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of

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<sup>16</sup> *Id.* at 9289-90, para. 10.

<sup>17</sup> See Response to Letter of Inquiry, from Ryan Malek, CEO, Router12 Networks LLC., to Pam Slipakoff, Attorney Advisor, Investigations and Hearings Division, FCC Enforcement Bureau at 1 (Apr. 4, 2021) (on file in EB-IHD-21-00032052) (LOI Response).

<sup>18</sup> Application to Participate in Auction 105(3.5 GHz Band), FCC Form 175, Router12 Networks LLC, File No. 0009066001, filed on May 4, 2020 at 7:21 PM.

<sup>19</sup> LOI Response, *supra* note 17, at 5.

<sup>20</sup> See *id.*

<sup>21</sup> See *id.*

<sup>22</sup> 47 CFR 1.2105(c)(4). In fact, Router12 failed to report the Prohibited Communication at all to the Commission.

<sup>23</sup> Letter from Jeffrey J. Gee, Chief, Investigations & Hearings Division, FCC Enforcement Bureau, to Ryan Malek, CEO, Router12 Networks LLC. (Mar. 26, 2021) (LOI) (on file in EB-IHD-21-00032052).

<sup>24</sup> LOI Response, *supra* note 17.

<sup>25</sup> See Proposed Terms of Consent Decree, from Ronald E. Quirk, Counsel to Router12 Networks LLC., to Jeffrey J. Gee, Chief, Investigations & Hearings Division, FCC Enforcement Bureau (May 13, 2021) (on file in EB-IHD-21-00032052).

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 Router12 concerning the matters that were the subject of the Investigation, or to set for hearing the question of Router12'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>26</sup>

12. **Admission of Liability.** Router12 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 violated section 1.2105(c) of the Rules<sup>27</sup> by engaging in and failing to report Prohibited Communications as described in paragraph 6.

13. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Router12 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 Router12 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 Prohibited Communications Rules prior to assuming his/her duties.

14. **Compliance Plan.** For purposes of settling the matters set forth herein, Router12 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 Prohibited Communications Rules, Router12 will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Router12 shall establish Operating Procedures that all Covered Employees must follow to help ensure Router12's compliance with the Prohibited Communications Rules. Router12's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Company complies with the Prohibited Communications Rules. Router12 shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Prohibited Communications 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 Prohibited Communications Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Router12's compliance with the Prohibited Communications Rules. Router12 shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Router12 shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Router12 shall establish and implement a Compliance Training Program on compliance with the Prohibited Communications Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Router12's obligation to report any noncompliance with the Prohibited Communications Rules under paragraph 15 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

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<sup>26</sup> See 47 CFR § 1.93(b).

<sup>27</sup> 47 CFR § 1.2105(c)(1), (c)(4).

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. Router12 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.** Router12 shall report any noncompliance with the Prohibited Communications 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 Router12 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 Router12 has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted by U.S. mail and electronically to Jeffrey Gee, Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, N.E., Washington, D.C. 20554, [Jeffrey.Gee@fcc.gov](mailto:Jeffrey.Gee@fcc.gov), with copies submitted electronically to [Pam.Slipakoff@fcc.gov](mailto:Pam.Slipakoff@fcc.gov) and [EnforcementBureauIHD@fcc.gov](mailto:EnforcementBureauIHD@fcc.gov).

16. **Compliance Reports.** Router12 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 Router12's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Prohibited Communications Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Router12, stating that the Compliance Officer has personal knowledge that Router12: (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.<sup>28</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Router12, 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 Router12 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 Router12 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 by U.S. mail and electronically to Jeffrey Gee, Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, N.E., Washington, D.C. 20554, [Jeffrey.Gee@fcc.gov](mailto:Jeffrey.Gee@fcc.gov), with copies submitted electronically to [Pam.Slipakoff@fcc.gov](mailto:Pam.Slipakoff@fcc.gov) and [EnforcementBureauIHD@fcc.gov](mailto:EnforcementBureauIHD@fcc.gov).

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<sup>28</sup> 47 CFR § 1.16.



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.** Router12 will pay a civil penalty to the United States Treasury in the amount of fifty thousand dollars (\$50,000). Such payment shall be made in 24 installments (each an Installment Payment). The first Installment Payment in the amount of two thousand and ninety-one dollars (\$2,091) is due on September 18, 2021. Thereafter, subsequent Installment Payments of two thousand and eighty-three dollars (\$2,083) will be due monthly on or before the 18<sup>th</sup> of each month starting on October 18, 2021. Router12 acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty and each Installment Payment shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).<sup>29</sup> Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. Router12 shall send electronic notification of payment to [Jeffrey.Gee@fcc.gov](mailto:Jeffrey.Gee@fcc.gov), [Pam.Slipakoff@fcc.gov](mailto:Pam.Slipakoff@fcc.gov), and [EnforcementBureauIHD@fcc.gov](mailto:EnforcementBureauIHD@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>30</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>31</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>32</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.

<sup>29</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>30</sup> Payments made using the Commission’s Fee Filer system do not require the submission of an FCC Form 159.

<sup>31</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>32</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

19. **Event of Default.** Router12 agrees that an Event of Default shall occur upon the failure by Router12 to pay the full amount of the Civil Penalty or any Installment Payment on or before the due date specified in this Consent Decree.

20. **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 or any Installment Payment 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 or any Installment Payment, 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 Router12.

21. **Waivers.** As of the Effective Date, Router12 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. Router12 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 Router12 nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Router12 shall waive any statutory right to a trial *de novo*. Router12 hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>33</sup> relating to the matters addressed in this Consent Decree.

22. **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.

23. **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.

24. **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 Router12 does not expressly consent) that provision will be superseded by such Rule or order.

25. **Successors and Assigns.** Router12 agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

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

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

28. **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.

29. **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

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<sup>33</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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.

30. **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

\_\_\_\_\_  
Ryan Malek  
CEO  
Router12 Networks LLC

\_\_\_\_\_  
Date