

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

In the Matter of
Hill & Smith, Inc.

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File No.: EB-SED-20-00031663
CD Acct. No.: 202332100006
FRN: 0032948762

ORDER

Adopted: November 2, 2022

Released: November 2, 2022

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether Hill & Smith, Inc. (H&S) violated the Commission's equipment marketing rules by marketing light-emitting diode (LED) signs without the required equipment authorization, labeling, and user manual disclosures, and by failing to retain required test records. These rules ensure that radio frequency devices marketed in the United States do not interfere with authorized communications, thereby maintaining network integrity and security and protecting consumers. To settle this matter, H&S admits that it violated the Commission's rules, will implement a compliance plan, and will pay a \$47,600 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 H&S'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)1, and sections 2.803, 2.938, 2.1077, 15.19, 15.21, 15.101, and 15.105 of the Commission's rules.2

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

4. Accordingly, IT IS ORDERED that, pursuant to section 4(i) of the Act4 and the authority delegated by sections 0.111 and 0.311 of the Commission's rules,5 the attached Consent Decree IS ADOPTED and its terms incorporated by reference.

5. IT IS FURTHER ORDERED that the above-captioned matter IS TERMINATED in accordance with the terms of the attached Consent Decree.

1 47 U.S.C. § 302a(b).

2 47 CFR §§ 2.803, 2.938, 2.1077, 15.19, 15.21, 15.101, 15.105.

3 See 47 CFR § 1.93(b).

4 47 U.S.C. § 154(i).

5 47 CFR §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Remi Landes, Chief Financial Officer, Hill & Smith, Inc., 987 Buckeye Park Road, Columbus, Ohio 43207, and by e-mail to Mr. Michael Shires, Esq., Head of Legal, Hill & Smith Holdings PLC.

FEDERAL COMMUNICATIONS COMMISSION

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Chief  
Enforcement Bureau

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File No.: EB-SED-20-00031663
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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Hill & Smith, Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether H&S violated section 302(b) of the Communications Act of 1934, as amended (Act),1 and sections 2.803, 2.938, 2.1077, 15.19, 15.21, 15.101, and 15.105 of the Commission’s rules2 in connection with its marketing of light-emitting diode (LED) signs. To resolve this matter, H&S admits that it violated the equipment marketing requirements set forth in the Commission’s rules by marketing radio frequency (RF) equipment prior to authorization, agrees to implement a compliance plan to ensure future compliance, and will pay a \$47,600 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 202332100006, associated with payment obligations described in paragraph 19 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 H&S 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 15.
(h) “Covered Employees” means all employees and agents of H&S who perform, supervise, oversee, or manage the performance of, duties that relate to H&S’s responsibilities under the Communications Laws, including the Equipment Marketing Rules.

1 47 U.S.C. § 302a(b).

2 47 CFR §§ 2.803, 2.938, 2.1077, 15.19, 15.21, 15.101, 15.105.

3 47 U.S.C. § 151 et seq.

- (i) “Effective Date” means the date by which both the Bureau and H&S 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, 2.938, 2.1077, 15.19, 15.21, 15.101, and 15.105 of the Rules,<sup>5</sup> and other provisions of the Act, the Rules, and Commission orders related to the authorization and the marketing of RF devices.
- (k) “H&S” or “Company” means Hill & Smith, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (l) “Investigation” means the investigation commenced by the Bureau in File No. EB-SED-20-00031663 regarding whether H&S violated the Equipment Marketing Rules.
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by H&S to implement the Compliance Plan.
- (n) “Parties” means H&S and the Bureau, each of which is a “Party.”
- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

## 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 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 Rules.<sup>9</sup> In sum, the Commission’s rules require, that RF devices be tested for compliance and satisfy the applicable technical and other requirements prior to

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<sup>4</sup> *Id.* § 302a(b).

<sup>5</sup> 47 CFR §§ 2.803, 2.938, 2.1077, 15.19, 15.21, 15.101, 15.105.

<sup>6</sup> *See* 47 U.S.C. § 302a(b).

<sup>7</sup> *Id.*

<sup>8</sup> *See, e.g., 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, 36 FCC Rcd 10688, 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> Manufacturers and retailers must ensure that radiofrequency devices they market within the United States hold the relevant equipment authorization, which indicates that the equipment satisfies the relevant technical requirements, unless otherwise exempted. An overview of the equipment authorization process is available on the FCC’s Office of Engineering and Technology web page at <https://www.fcc.gov/engineering-technology/laboratory-division/general/equipment-authorization> (last visited Aug. 3, 2022).

marketing.<sup>10</sup> In particular, section 2.803(b) of the Rules prohibits the marketing of RF devices unless the device has first been properly authorized, identified, labeled, and complies with the applicable technical standards, with limited exceptions, prior to being marketed in the United States.<sup>11</sup>

5. The type of RF equipment determines the equipment authorization procedures that apply. A device that intentionally generates RF energy for use within the device, or that sends RF signals by conduction to associated equipment by wiring, is called an “unintentional radiator.”<sup>12</sup> Although unintentional radiators are required to be authorized through either the Supplier’s Declaration of Conformity (SDoC) or Certification procedures, most are generally authorized by SDoC.<sup>13</sup> Section 2.906 of the Rules sets forth the SDoC procedures that apply to unintentional radiators to ensure that the equipment complies with the appropriate technical standards.<sup>14</sup> Devices that are subject to authorization by SDoC do not need to be tested by an accredited test laboratory,<sup>15</sup> unless otherwise exempt;<sup>16</sup> however, they still must be properly tested and demonstrate compliance with the technical, labeling, and administrative standards before they may be advertised, imported, or sold within the United States.<sup>17</sup>

6. H&S is an Ohio-based company that manufactures, advertises, and sells fully assembled LED signs.<sup>18</sup> On December 2, 2020, after receiving a complaint, the Bureau’s Spectrum Enforcement Division issued a Letter of Inquiry (LOI) to H&S, and subsequently issued follow-up inquiries, regarding the Company’s LED signs and its compliance with the Commission’s Equipment Marketing Rules.<sup>19</sup>

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<sup>10</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>11</sup> See *id.* § 2.803(b). There are limited exceptions to the marketing prohibition that do not apply to this case. See *id.* § 2.803(c); see also *id.* § 2.1204 (import conditions).

<sup>12</sup> *Id.* § 15.3(z) (defining unintentional radiator).

<sup>13</sup> *Id.* § 15.101.

<sup>14</sup> *Id.* § 2.906.

<sup>15</sup> “Supplier’s Declaration of Conformity (SDoC) is a procedure where the responsible party, as defined in § 2.909, makes measurements or completes other procedures found acceptable to the Commission to ensure that the equipment complies with the appropriate technical standards.” *Id.* § 2.906(a).

<sup>16</sup> Pursuant to section 15.103(a) of the Rules, digital devices that are unintentional radiators and used exclusively in transportation are exempt from the technical standards and most other requirements of part 15. *Id.* § 15.103(a).

<sup>17</sup> *Id.* § 2.803(b)(2).

<sup>18</sup> See Response to Letter of Inquiry, from Gerrit Dyke, Vice President of Engineering, Hill & Smith, Inc., to Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau at 1-2 & Exhibit (Jan. 29, 2021) (LOI Response).

<sup>19</sup> See Letter of Inquiry from JoAnn Lucanik, Deputy Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Remi Landes, Chief Financial Officer, Hill & Smith, Inc. (Dec. 2, 2020) (LOI); E-mail from Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to Gerrit Dyke, Vice President of Engineering, Hill & Smith, Inc. (Mar. 24, 2021, 16:51 ET) (First follow-up LOI); E-mail from Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to Gerrit Dyke, Vice President of Engineering, Hill & Smith, Inc. (May 6, 2021, 15:29 ET) (Second follow-up LOI); E-mail from Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to Gerrit Dyke, Vice President of Engineering, Hill & Smith, Inc. (June 29, 2021, 12:45 ET) (Third follow-up LOI); E-mail from Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to Gerrit Dyke, Vice President of Engineering, Hill & Smith, Inc. (Aug. 5, 2021, 10:49 ET) (Fourth follow-up LOI); E-mail from Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau, to Gerrit Dyke, Vice President of Engineering, Hill & Smith, Inc. (Jan. 19, 2022, 10:10 ET) (Fifth follow-up LOI) (all on file in EB-SED-20-00031663).

H&S timely responded to the initial LOI and to the follow-up inquiries.<sup>20</sup>

7. The Investigation revealed that H&S violated the Equipment Marketing Rules by marketing LED signs without the required equipment authorization, labeling, and user manual disclosures, and by failing to retain required test records. After receiving the initial LOI, H&S began bringing its LED signs into compliance by obtaining SDoC authorizations for its LED signs that had not been properly authorized and by marketing compliant equipment with the proper labels and user manual disclosures.<sup>21</sup> Accordingly, H&S marketed unauthorized RF equipment in violation of section 302(b) of the Act and sections 2.803(b), 2.938, 2.1077, 15.19, 15.21, 15.101, and 15.105 of the Rules.<sup>22</sup> The Company achieved compliance with the relevant Equipment Marketing Rules for the models at issue in November 2021.<sup>23</sup>

8. H&S 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.** H&S 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

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<sup>20</sup> See LOI Response; Supplemental Response to Letter of Inquiry, from Gerrit Dyke, Vice President of Engineering, Hill & Smith, Inc., to Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (Apr. 16, 2021) (April 16, 2021 Response); Supplemental Response to LOI, from Gerrit Dyke, Vice President of Engineering, Hill & Smith, Inc., to Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (May 19, 2021); Supplemental Response to Letter of Inquiry, from Gerrit Dyke, Vice President of Engineering, Hill & Smith, Inc., to Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (July 15, 2021); Supplemental Response to Letter of Inquiry, from Gerrit Dyke, Vice President of Engineering, Hill & Smith, Inc., to Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (Aug. 27, 2021) (August 27, 2021 Response); Supplemental Response to Letter of Inquiry, from Gerrit Dyke, Vice President of Engineering, Hill & Smith, Inc., to Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (Jan. 31, 2022); Supplemental Response to Letter of Inquiry, from Gerrit Dyke, Vice President of Engineering, Hill & Smith, Inc., to Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (Feb. 9, 2022) (all on file in EB-SED-20-00031663).

<sup>21</sup> See LOI Response at Exhibit (admitting that equipment being marketed was unauthorized); April 16, 2021 Response at 1 & Exhibit (informing Bureau that Company has performed required testing for SDoC authorizations); August 27, 2021 Response at 1-2 & Exhibit (informing Bureau that Company was in the process of implementing compliant labels and updating user manual disclosures); E-mail from Gerrit Dyke, Vice President of Engineering, Hill & Smith, Inc., to Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (Nov. 16, 2021, 13:41 ET) (November 16, 2021 E-mail) (informing Bureau that Company began marketing the equipment with compliant labels on Nov. 5, 2021, and began including a compliance information statement with the equipment on Aug. 26, 2021); E-mail from Gerrit Dyke, Vice President of Engineering, Hill & Smith, Inc., to Kathy Harvey, Attorney Advisor, Spectrum Enforcement Division, FCC Enforcement Bureau (Nov. 19, 2021, 14:09 ET) (November 19, 2021 E-mail) (informing Bureau that Company began marketing the equipment with the required user manual disclosures on Nov. 19, 2021) (all on file in EB-SED-20-00031663).

<sup>22</sup> 47 CFR §§ 2.803, 2.938, 2.1077, 15.19, 15.21, 15.101, 15.105.

<sup>23</sup> See November 16, 2021 E-mail; November 19, 2021 E-mail.

terminate the Investigation. In consideration for the termination of the Investigation, H&S 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 H&S concerning the matters that were the subject of the Investigation, or to set for hearing the question of H&S'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>24</sup>

13. **Admission of Liability.** H&S 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 paragraph 7 violated the Equipment Marketing Rules.

14. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, H&S 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 H&S 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 Equipment Marketing Rules prior to assuming his/her duties.

15. **Compliance Plan.** For purposes of settling the matters set forth herein, H&S 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 Equipment Marketing Rules, H&S will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, H&S shall establish Operating Procedures that all Covered Employees must follow to help ensure H&S's compliance with the Equipment Marketing Rules. H&S's Operating Procedures shall include internal procedures and policies specifically designed to ensure that each RF device in its inventory has been tested for compliance with the technical specifications, authorized under the appropriate procedures, and satisfies all labeling and administrative requirements prior to marketing. H&S 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 H&S's compliance with the Equipment Marketing Rules. H&S shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. H&S shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** H&S 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 H&S's obligation to report any noncompliance with the Equipment Marketing Rules under paragraph 16 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer.

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<sup>24</sup> See 47 CFR § 1.93(b).

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. H&S 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.

16. **Reporting Noncompliance.** H&S 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 H&S 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 H&S has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted electronically to [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov), with a copy submitted to [Kathy.Harvey@fcc.gov](mailto:Kathy.Harvey@fcc.gov).

17. **Compliance Reports.** H&S 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 H&S'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 H&S, stating that the Compliance Officer has personal knowledge that H&S: (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 16 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>25</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of H&S, 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 H&S 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 H&S has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted electronically to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, at [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov), with a copy submitted to [Kathy.Harvey@fcc.gov](mailto:Kathy.Harvey@fcc.gov).

18. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 14 through 17 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

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<sup>25</sup> 47 CFR § 1.16.

19. **Civil Penalty.** H&S will pay a civil penalty to the United States Treasury in the amount of forty-seven thousand six hundred dollars (\$47,600) within thirty (30) calendar days of the Effective Date. H&S 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>26</sup> Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. H&S shall send electronic notification of payment to the Spectrum Enforcement Division’s mailbox at [EB-SED-Response@fcc.gov](mailto:EB-SED-Response@fcc.gov) and to [Kathy.Harvey@fcc.gov](mailto:Kathy.Harvey@fcc.gov) on the date said payment is made. Payment of the Civil Penalty must be made by credit card using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. 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. In the OBI field, enter the FRN(s) captioned above and the letters “FORF”. In addition, a completed Form 159<sup>28</sup> or printed CORES form<sup>29</sup> 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 or CORES may result in payment not being recognized as having been received. When completing FCC Form 159 or CORES, 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>30</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 CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find 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., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, 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 CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find 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., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, 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

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

<sup>27</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #1).

<sup>28</sup> FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

<sup>29</sup> Information completed using the Commission’s Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/cores/userLogin.do>.

<sup>30</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

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

21. **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 H&S.

22. **Waivers.** As of the Effective Date, H&S 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. H&S 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 H&S nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and H&S shall waive any statutory right to a trial *de novo*. H&S hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>31</sup> relating to the matters addressed in this Consent Decree.

23. **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.

24. **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.

25. **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 H&S does not expressly consent) that provision will be superseded by such Rule or order.

26. **Successors and Assigns.** H&S agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

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

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

29. **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.

30. **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>31</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.

31. **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.

\_\_\_\_\_  
Loyaan A. Egal  
Chief  
Enforcement Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Remi Landes  
Chief Financial Officer  
Hill & Smith, Inc.

\_\_\_\_\_  
Date