

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

In the Matter of

Rexing, Inc.

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File No.: EB-SED-21-00032081
CD Acct. No.: 202232100017
FRN: 0029828688

ORDER

Adopted: March 29, 2022

Released: March 29, 2022

By the Acting 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 Rexing, Inc. (Rexing) violated the Communications Act of 1934, as amended (Act),¹ and the Commission’s equipment marketing rules by marketing unauthorized vehicle dash cameras. 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, Rexing admits that it violated the Act and the Commission’s rules, will implement a compliance plan, and will pay a \$75,000 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 Rexing’s compliance with the Commission’s equipment marketing rules, as set forth in section 302(b) of the Act and sections 2.803(b), 2.906, 2.907, and 2.938 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 Rexing’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.

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

¹ 47 U.S.C. § 302a(b).

² 47 CFR §§ 2.803(b), 2.906, 2.907, 2.938.

³ See 47 CFR § 1.93(b).

⁴ 47 U.S.C. § 154(i).

⁵ 47 CFR §§ 0.111, 0.311.

7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Wenmei Zou, Director, Rexing, Inc., 264 Quarry Road, Unit D, Milford, CT, 06460 and to Ronald E. Quirk, Counsel for Rexing, Inc., Marshlian and Donahue, PLLC, 1430 Spring Hill Road, Suite 310, McLean VA, 22102.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal
Acting Chief
Enforcement Bureau

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File No.: EB-SED-21-00032081
CD Acct. No.: 202232100017
FRN: 0029828688

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Rexing, Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Rexing violated section 302(b) of the Communications Act of 1934, as amended,1 and sections 2.803, 2.906, 2.907, and 2.938 of the Commission’s rules2 in connection with its marketing of vehicle dash cameras in the United States. To resolve this matter, Rexing admits that it violated the equipment marketing requirements set forth in the Commission’s rules by marketing radiofrequency (RF) equipment prior to authorization, agrees to implement a compliance plan to ensure future compliance, and will pay a \$75,000 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 202232100017, associated with payment obligations described in paragraph 24 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 Rexing 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 20.
(h) “Covered Employees” means all employees and agents of Rexing who perform, supervise, oversee, or manage the performance of, duties that relate to Rexing’s responsibilities under the Communications Laws, including the Equipment Marketing Rules.

1 47 U.S.C. § 302a(b).
2 47 CFR §§ 2.803, 2.906, 2.907, 2.938.
3 47 U.S.C. § 151 et seq.

- (i) “Effective Date” means the date by which both the Bureau and Rexing have signed the Consent Decree and the Bureau has released an Adopting Order.
- (j) “Equipment Marketing Rules” means section 302(b) of the Act, sections 2.803, 2.906, 2.907, and 2.938 of the Rules,⁴ and other provisions of the Act, the Rules, and Commission orders related to the authorization and the marketing of radio frequency devices.
- (k) “Investigation” means the investigation commenced by the Bureau in EB-SED-21-00032081 regarding whether Rexing violated the Equipment Marketing Rules.
- (l) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Rexing to implement the Compliance Plan.
- (m) “Parties” means Rexing and the Bureau, each of which is a “Party.”
- (n) “Rexing” or “Company” means Rexing, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (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.⁵ 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.”⁶ 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.⁷

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 Rules.⁸ In sum, the Commission’s rules require, among other things, that radio frequency devices be tested for compliance and satisfy the applicable technical and other requirements prior to marketing.⁹ In particular, section 2.803(b) of the Rules prohibits the marketing of radio frequency devices unless the device has first been properly

⁴ 47 U.S.C. § 302a(b); 47 CFR §§ 2.803, 2.906, 2.907, 2.938.

⁵ See 47 U.S.C. § 302a(b).

⁶ *Id.*

⁷ 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.”).

⁸ 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 Mar. 2, 2022).

⁹ The term “marketing” is defined in the Rules to mean 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).

authorized, identified, labeled and complies with the applicable technical standards, with limited exceptions, prior to being marketed in the United States.¹⁰

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.”¹¹ While 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.¹² 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.¹³ Conversely, a device that intentionally emits RF energy outside of the device is called an “intentional radiator” and generally must be authorized by the Commission’s certification procedures.¹⁴ SDoC authorizations may not be obtained for intentional radiators. Section 2.907 of the Rules sets forth the certification process for equipment authorizations of intentional radiators to ensure that the equipment does not cause harmful interference.¹⁵

6. Once an equipment authorization is attained, it also attaches to all subsequently marketed units that are identical to the unit tested,¹⁶ and the responsible party must warrant, by Commission rule, that each unit marketed will conform or be identical to the unit tested.¹⁷ A device subject to authorization by certification must be tested by an FCC-recognized accredited testing laboratory to demonstrate that it meets the applicable technical standards.¹⁸ A successful test report and other “representations and test data”¹⁹ must be submitted with the application for certification,²⁰ and the applicant must attest that “all statements it makes in its request for equipment authorization are true and correct to the best of its knowledge and belief.”²¹ Trade models that are “electrically identical” to the unit tested for certification may be marketed under the same authorization as the certified model and display the same FCC Identifier

¹⁰ *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).

¹¹ *Id.* § 15.3(z) (defining unintentional radiator).

¹² *Id.* § 15.101.

¹³ *Id.* § 2.906.

¹⁴ *Id.* § 15.3(o) (defining intentional radiator).

¹⁵ *Id.* § 2.907. Properly authorized devices may, in limited circumstances, still have the potential to produce harmful interference to authorized services upon installation and use. In these instances, our Rules generally require the end-user to cease operation until the condition causing the interference is corrected. *See id.* § 15.5. Various methods may be employed to reduce any interference to a consumers’ car satellite radio reception by the dash camera. For example, relocating the antenna of one of the devices, using an in-line filtering solution such as a ferrite choke (also known as RF choke), or using a remote camera data cable with increased RF shielding may offer acceptable interference mitigation.

¹⁶ *Id.* §§ 2.906(b), 2.907(b); *see also id.* § 2.908 (noting that the term “*identical*” means identical within the variation that can be expected to arise as a result of quantity production techniques.”), § 2.924 (providing that “electrically identical” models using the same FCC Identifier may use different trade names and model numbers in the marketplace).

¹⁷ *Id.* § 2.931.

¹⁸ *Id.* § 2.948(a); *see also id.* § 15.31(g) (requiring that devices be tested with all cables and accessories attached and configured to produce maximum emissions).

¹⁹ *Id.* § 2.907(a).

²⁰ *Id.* § 2.1033(b) (listing the types of information that must be included in an application for certification); *see also id.* § 2.1033(f) (“Applications for equipment authorization of RF sources under this section must contain a statement confirming compliance with these requirements. Technical information showing the basis for this statement must be submitted to the Commission upon request.”).

²¹ *Id.* § 2.911(d)(1).

(FCC ID).²² Conversely, trade models that differ from the certified model in certain parameters may require an application for a permissive change or may require an entirely new application for certification and a distinct FCC ID.²³ While devices that are subject to authorization by SDoC do not need to be tested by an *accredited* test laboratory,²⁴ unless otherwise exempt,²⁵ 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.²⁶

7. Section 2.938 of the Rules requires that manufacturers or other responsible parties²⁷ retain test measurement records and other data demonstrating that *each* RF device has been properly tested and authorized under the appropriate equipment authorization procedures prior to marketing.²⁸ Responsible parties must retain such data for the specific model that is tested, often identified on the test report as the Equipment Under Test (EUT), and for each associated trade model with an authorization based on an electrically identical design.²⁹ For example, where a responsible party makes changes to a certified device and contends that the original and the new model are the same, the responsible party must retain records verifying that the new model either reflects the radiofrequency characteristics that were originally reported to the Commission or otherwise satisfies the requirements for a permissive change.³⁰ Likewise, for equipment subject to authorization by SDoC procedures, the responsible party must retain a record of original test measurements and data that demonstrates the compliance of each model.³¹ The responsible party must “reevaluate the equipment if any modification or change adversely affects the emanation characteristics of the modified equipment.”³²

8. Rexing is a Connecticut-based retailer of aftermarket vehicle dash cameras, similar items, and accessories. The dash cameras typically feature a front and/or rear camera component, along with electrical cabling that may be hard-wired alongside existing unrelated vehicle components, including any

²² “A device will be considered to be electrically identical if no changes are made to the authorized device, or if the changes made to the device would be treated as class I permissive changes within the scope of § 2.1043(b)(1).” *Id.* § 2.924.

²³ “A new application for an equipment authorization shall be filed whenever there is a change in the design, circuitry or construction of an equipment or device for which an equipment authorization has been issued,” except as otherwise permitted by the Rules. *Id.* § 2.932; *see also id.* §§ 2.933(c), 2.1043.

²⁴ “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).

²⁵ 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).

²⁶ *Id.* § 2.803(b)(2).

²⁷ “The responsible party warrants that each unit of equipment marketed under its grant of certification and bearing the identification specified in the grant will conform to the unit that was measured and that the data (design and rated operational characteristics) filed with the application for certification continues to be representative of the equipment being produced under such grant within the variation that can be expected due to quantity production and testing on a statistical basis.” *Id.* § 2.931.

²⁸ *Id.* § 2.938.

²⁹ *See id.* (requiring record retention for any device that is subject to authorization by certification or SDoC), § 2.924.

³⁰ *Id.* §§ 2.931(a), 2.938(a)(1), 2.1043.

³¹ Among other data, the required records for SDoC equipment include: the date of testing; the name of the company or individual that performed the testing; a precise description of the measurement procedure and test equipment used; and identification of the unit tested by trade name and model number and, if appropriate, by its FCC ID. *Id.* § 2.938(b).

³² *Id.* § 2.931(e).

satellite radio equipment. Rexing models that incorporate a Wi-Fi transmitter are intentional radiators and must be authorized by certification.³³ Other Rexing dash camera models are digital devices that lack transmitters and, as unintentional radiators, may be authorized by either certification or SDoC procedures.³⁴ In response to a complaint alleging that aftermarket installation of certain Rexing dash cameras resulted in interference to some consumers' car satellite radio reception, the Bureau's Spectrum Enforcement Division (Division) reviewed the allegations in the complaint, Rexing product marketing web pages, and related consumer product reviews. On March 29, 2021, the Division issued a Letter of Inquiry (LOI) to Rexing, and subsequently issued follow-up inquiries, regarding the compliance of the Company's dash camera equipment with the Commission's Equipment Marketing Rules.³⁵ Rexing timely responded to the initial LOI and to the follow-up inquiries.³⁶

9. The Investigation ultimately determined that Rexing marketed several unauthorized dash camera models in violation of section 302(b) of the Act and sections 2.803, 2.906, and 2.907 of the Rules. The Company did not begin to seek the required FCC equipment authorizations until July 2020, approximately four years after it commenced marketing.³⁷ By the end of September 2020, Rexing obtained three equipment certifications that purported to authorize most of its dash camera inventory.³⁸ Subsequently, the Company also obtained SDoC authorizations for several models.³⁹

10. Each of the Company's first three applications for equipment certification included a test report from an accredited test laboratory, which identified a specific trade model as the EUT and identified additional trade models that presumably were identical to the EUT. In the First Follow-up LOI, the Division ordered the Company to produce documentation that would support the statements made in its Model Difference Declarations for the three certified dash cameras, i.e., original test measurement records or other data, created prior to the onset of marketing, showing that each trade model had actually been tested and found to be electrically identical to its associated EUT.⁴⁰ Although Rexing provided circuit schematics, it did not provide corresponding test measurement data for the associated trade models. Additionally, Rexing failed to provide test data for any model that was subject to authorization by SDoC procedures. Thus, it violated section 2.938's requirement to retain relevant testing records for the dash camera models subject to certification and SDoC procedures.

11. After comparing the certification test reports and other data for all of the Rexing dash cam models, the Division determined that some of the Rexing trade models were not, in fact, electrically

³³ See *id.* § 15.201(b).

³⁴ See *id.* § 15.101(a).

³⁵ Letter of Inquiry from Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Ms. Yuhe Sun, General Mgr., Rexing, Inc. (Mar. 29, 2021) (on file in EB-SED-21-00032081) (LOI). The Division sought additional information or clarification in follow-up inquiries. See Letter of Inquiry from Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Ms. Yuhe Sun, General Mgr., Rexing, Inc. (June 4, 2021) (First Follow-up LOI); Letter of Inquiry from Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Ms. Yuhe Sun, General Mgr., Rexing, Inc. (Nov. 1, 2021) (Second Follow-up LOI) (all on file in EB-SED-21-00032081).

³⁶ Response to Letter of Inquiry from Ms. Yuhe Sun, General Mgr., Rexing Inc., to Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau (Apr. 23, 2021) (LOI Response); Response to Letter of Inquiry from Ms. Yuhe Sun, General Mgr., Rexing Inc., to Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau (June 11, 2021) (First Follow-up LOI Response); Response to Letter of Inquiry from Ronald E. Quirk, Marshlian & Donohue, PLLC, Counsel for Rexing, Inc., to Elizabeth Y. Mumaw, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau (Nov. 30, 2021) (Second Follow-up LOI Response) (all on file in EB-SED-21-00032081).

³⁷ LOI Response, Marketing Exhibit, Models Marketed Spreadsheet, Response to Inquiry 14.

³⁸ See *id.*

³⁹ See *id.*

⁴⁰ See First Follow-up LOI, Inquiries 3-5, at 3-4.

identical to their EUT counterpart. Because certification did not attach to those dash camera models, they were never authorized under the initial three grants of certification.⁴¹ Other Rexing dash cameras were eligible for authorization under the Commission's SDoC procedures, however, the Company began marketing those models before it obtained SDoC authorizations. Accordingly, Rexing marketed unauthorized RF equipment in violation of section 302(b) of the Act and sections 2.803(b), 2.906, and 2.907 of the Rules and also failed to test its equipment and retain measurement records in violation of sections 2.938 of the Rules. The Investigation found no evidence that Rexing dash cameras failed to comply with the applicable technical standards.

12. Rexing asserted that it launched efforts to resolve apparent equipment authorization issues, including outreach to the manufacturer and a review of each item in its inventory, when it was first made aware of issues in July 2020, and the Company obtained its first three authorizations within two months.⁴² After Division inquiries, Rexing began to seek a series of additional equipment certifications and SDoC authorizations. In its Second Follow-up LOI Response, Rexing affirms that the Company has obtained a separate equipment authorization for each dash camera model that it intends to market within the United States, and that it has instituted compliance measures to ensure that future device marketing will comply with Commission rules.⁴³

13. Rexing 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

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

15. **Jurisdiction.** Rexing 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.

16. **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.

17. **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, Rexing 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 Rexing concerning the matters that were the subject of the Investigation, or to set for hearing the question of Rexing'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.⁴⁴

18. **Admission of Liability.** Rexing admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 17 herein, that its actions described in paragraphs 9-12 violated the Equipment Marketing Rules.

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

⁴¹ See *id.* § 2.907(b).

⁴² See LOI Response at 9, Response to Inquiry 9; Models Marketed Spreadsheet, Response to Inquiry 16(a).

⁴³ See Second Follow-up LOI Response at 5, Response to Inquiry 6.

⁴⁴ See 47 CFR § 1.93(b).

Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Rexing 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.

20. **Compliance Plan.** For purposes of settling the matters set forth herein, Rexing 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, Rexing will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Rexing shall establish Operating Procedures that all Covered Employees must follow to help ensure Rexing's compliance with the Equipment Marketing Rules. Rexing's Operating Procedures shall include internal procedures and policies specifically designed to ensure that, prior to marketing in the U.S., each RF product 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. Rexing 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 Rexing's compliance with the Equipment Marketing Rules. Rexing shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Rexing shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Rexing 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 Rexing's obligation to report any noncompliance with the Equipment Marketing Rules under paragraph 21 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. Rexing 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.

21. **Reporting Noncompliance.** Rexing 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 Rexing 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 Rexing 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, with a copy submitted electronically to kevin.pittman@fcc.gov.

22. **Compliance Reports.** Rexing 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 Rexing'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 Rexing, stating that the Compliance Officer has personal knowledge that Rexing: (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 21 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.⁴⁵
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Rexing, 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 Rexing 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 Rexing 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 to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, NE, Washington, DC 20554, via EB-SED-Response@fcc.gov, with a copy submitted electronically to kevin.pittman@fcc.gov.

23. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 19 through 22 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

24. **Civil Penalty.** Rexing will pay a civil penalty to the United States Treasury in the amount of Seventy-Five Thousand Dollars (\$75,000). Such payment shall be made in four installments (each an Installment Payment). The first Installment Payment in the amount of Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750) is due within thirty (30) calendar days of the Effective Date. Thereafter, three subsequent Installment Payments of Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750) will be due annually on March 1, 2023, March 1, 2024, and March 1, 2025. Rexing 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).⁴⁶ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Rexing shall send electronic notification of payment to the Spectrum Enforcement Division's mailbox at EB-SED-Response@fcc.gov and to kevin.pittman@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, or by wire transfer using the Commission's Registration System (the Commission's FRN Management and Financial system).⁴⁷ The Commission no longer accepts Civil

⁴⁵ 47 CFR § 1.16.

⁴⁶ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

⁴⁷ Payments made using CORES do not require the submission of an FCC Form 159.

Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:⁴⁸

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated.⁴⁹ 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).⁵⁰ 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 Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated with 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 payment 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 the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/paymentFrnLogin.do>. To pay by ACH, log in using the FCC Username associated with 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 be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

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

26. **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

⁴⁸ 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.

⁴⁹ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

⁵⁰ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Rexing.

27. **Waivers.** As of the Effective Date, Rexing 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. Rexing 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 Rexing nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Rexing shall waive any statutory right to a trial *de novo*. Rexing hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act⁵¹ relating to the matters addressed in this Consent Decree.

28. **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.

29. **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.

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

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

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

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

34. **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.

35. **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.

⁵¹ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

36. **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
Acting Chief
Enforcement Bureau

Date

Wenmei Zou
Director
Rexing, Inc.

Date