

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 Erik Strand, President, MachineGenius, Inc., 838 Washington Street, Holliston, MA 01746, and to Katherine Barker Marshall, Esq., Potomac Law Group, PLLC, 1300 Pennsylvania Avenue NW, Suite 700, Washington, DC 20004.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal
Acting Chief
Enforcement Bureau

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

In the Matter of)	
)	
MachineGenius, Inc.)	File No.: EB-TCD-22-00033824
)	CD Acct. No.: 2023217006
)	FRN: 0029557113
)	
)	

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and MachineGenius, Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation (Investigation) into MachineGenius’ failure to collect self-certifications that contained required language,¹ failure to obtain the compliant self-certifications before requesting compensation from the TRS Fund,² and MachineGenius’ submission of twenty-two requests to the TRS Fund Administrator that included inaccurate information despite being filed, under penalty of perjury, as being accurate submissions of minutes handled in compliance with the Commission’s rules.³ To resolve this matter, MachineGenius agrees to implement a comprehensive remediation plan to collect compliant self-certifications from all registered users and pay a \$400,000 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.⁴
 - (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 2023217006, associated with payment obligations described in paragraph 21 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 MachineGenius is subject by virtue of its business activities, including but not limited to the TRS Rules.
 - (g) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 17.

¹ 47 CFR § 64.611(j)(1)(vi).

² 47 CFR § 64.611(j)(1)(v).

³ 47 CFR § 64.604(c)(5)(iii)(D)(I), (5).

⁴ 47 U.S.C. § 151 *et seq.*

- (h) “Covered Employees” means all employees and agents of MachineGenius who perform, supervise, oversee, or manage the performance of duties that relate to MachineGenius’ compliance with the TRS Rules and the terms of this Consent Decree.
- (i) “Effective Date” means the date by which both the Bureau and MachineGenius have signed the Consent Decree and the Bureau has released an Adopting Order.
- (j) “Internet Protocol Captioned Telephone Service” or “IP CTS” shall have the same meaning as the term is defined in 47 CFR § 64.601(a)(22) of the Rules.
- (k) “Investigation” means the Bureau’s review of MachineGenius’ disclosure, on file in EB-TCD-22-00033824, that the Company failed to collect self-certifications that comply with 47 CFR § 64.611(j)(1)(v) and (vi).
- (l) “MachineGenius” or “Company” means MachineGenius, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by MachineGenius to implement the Compliance Plan.
- (n) “Parties” means MachineGenius 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.
- (p) “Self-Certifications” means a written certification that complies with the requirements of 47 CFR § 64.611 (j)(1)(v), (vi).
- (q) “TRS Fund Administrator” means the entity designated by the Commission to administer the TRS Fund.⁵
- (r) “TRS Rules” means 47 CFR § 64.601 *et seq.* and other Communications Laws related to TRS providers.

II. BACKGROUND

3. Internet Protocol Captioned Telephone Service (IP CTS) is an Internet-based form of Telecommunications Relay Service (TRS) that allows people who can use their voice to speak during a telephone call but who have difficulty hearing over the telephone to use an Internet Protocol-enabled device to simultaneously listen to the other party and read captions of what the other party is saying.⁶ There are two forms of IP CTS—traditional IP CTS and IP CTS using automatic speech recognition (ASR) technology. With traditional IP CTS, a communications assistant participates in the call and creates the captions displayed during the IP CTS call. When using ASR technology with IP CTS, the captions displayed during an IP CTS call are produced without the participation of a communications assistant.⁷

⁵ 47 CFR § 64.604(c)(5).

⁶ 47 CFR § 64.601(a)(22). With IP CTS, the connection carrying the captions between the relay service provider and the relay service user is via the Internet.

⁷ *Misuse of Internet Protocol (IP) Captioned Telephone Service; Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, CG Docket Nos. 13-24 and 03-123, Report and Order, Declaratory Ruling, Further Notice of Proposed Rulemaking, and Notice of Inquiry, 33 FCC Red 5800, 5835, para. 64 (2018) (*2018 ASR Declaratory Ruling*) (noting that applications for certification to provide ASR-based IP CTS may be granted on a conditional basis).

4. On October 13, 2017, MachineGenius submitted an application to the Commission to provide IP CTS using ASR.⁸ On May 5, 2020, the Commission granted a conditional certification to MachineGenius to provide IP CTS using only ASR.⁹ The conditional certification permits MachineGenius to receive compensation from the TRS Fund for IP CTS minutes provided in compliance with the Company's conditional certification and the Rules.

5. IP CTS providers are required to submit true and adequate data to the TRS Fund Administrator.¹⁰ On a monthly basis, IP CTS providers submit requests for compensation to the TRS Fund Administrator to recover the costs of providing service.¹¹ An officer of the IP CTS provider certifies under penalty of perjury that the minutes for which the IP CTS provider is seeking compensation were handled in compliance with the Rules and Commission orders.¹² Prior to seeking compensation from the TRS Fund, IP CTS providers are required to register users and obtain a Self-Certification from the users attesting to their need for IP CTS.¹³ Users sign such Self-Certifications under penalty of perjury.¹⁴

6. On June 2, 2022, MachineGenius disclosed to the Bureau that the form the Company provided to registering users for the purpose of attesting to their need for IP CTS failed to contain, and had never contained, language that the users were signing the form "under penalty of perjury."¹⁵ As a result, the form failed to comply with section 64.611(j)(1)(vi) of the TRS Rules.¹⁶ MachineGenius further violated the TRS Rules by seeking compensation from the TRS Fund prior to being eligible for such compensation¹⁷ and submitting inaccurate data to the TRS Fund Administrator.¹⁸

7. MachineGenius stated that, on May 31, 2022, it modified its Self-Certification form to be compliant with section 64.611(j)(1)(v), (vi) of the Rules.¹⁹ As a result, all users registering with MachineGenius as of June 1, 2022, will have signed the necessary registration documentation. Through paragraphs 15 and 17 herein, the Company agrees to remediate users who registered with MachineGenius prior to June 1, 2022.

⁸ Internet-based TRS Certification Application of MachineGenius, CG Docket No. 03-123 (filed Oct. 13, 2017), https://ecfsapi.fcc.gov/file/1014215719459/IPCTS%20Application_%20PUBLIC%20NON-CONFIDENTIAL.pdf (MachineGenius Application). MachineGenius filed an amendment to its application on December 18, 2019. Amendment to Application of MachineGenius for Certification to Provide IP Captioned Telephone Service, CG Docket No. 03-123 (filed Dec. 18, 2019), <https://ecfsapi.fcc.gov/file/121867822709/Public%20Amendment%20to%20the%20MachineGenius%20IP%20CTS%20Application%20121819.pdf> (MachineGenius Amendment).

⁹ *Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, CG Docket No. 03-123, Memorandum Opinion and Order, 35 FCC Rcd 4568 (CGB 2020).

¹⁰ 47 CFR § 64.604(c)(5)(iii)(D)(I).

¹¹ *Id.*

¹² 47 CFR § 64.604(c)(5)(iii)(D)(5).

¹³ 47 CFR § 64.611(j)(1)(v).

¹⁴ 47 CFR § 64.611(j)(1)(vi).

¹⁵ E-mail from Katherine Barker, Counsel to MachineGenius, Inc., Potomac Law Group, PLLC, to Sharon Lee, Deputy Chief, Telecommunications Consumers Division, FCC Enforcement Bureau (June 2, 2022 18:55, EDT). (summarizing June 2, 2022 conference call between Sharon Lee, Deputy Division Chief, Telecommunications Consumers Division, FCC Enforcement Bureau, Erik Strand, President of MachineGenius, and Katherine Barker Marshall, Counsel to MachineGenius).

¹⁶ 47 CFR § 64.611(j)(1)(vi).

¹⁷ 47 CFR § 64.611(j)(1)(v).

¹⁸ 47 CFR § 64.604(c)(5)(iii)(D)(I).

¹⁹ 47 CFR § 64.611(j)(1)(v), (vi).

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.** MachineGenius 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, MachineGenius 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 MachineGenius concerning the matters that were the subject of the Investigation, or to set for hearing the question of MachineGenius' basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.²⁰ Nothing in this Consent Decree prohibits the Commission from investigating and taking enforcement to address any violations of the Rules or Act that occurred prior to the Effective Date and that were not resolved by this Consent Decree.

12. **Admission of Liability.** MachineGenius admits solely 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 as described in paragraphs 6 and 7 above violated sections 64.604(c)(5)(iii)(D)(I), (5) and 64.611(j)(1)(v), (vi) of the Rules.

13. **Representations; Warranties.**

- (a) MachineGenius represents and warrants that it will treat the Civil Penalty set forth herein as a penalty within the meaning of Section 162(f) of the Internal Revenue Code.²¹ The Company also agrees that it will not treat any payment of the Civil Penalty described below in paragraph 21 as tax deductible for purposes of federal, state, or local law or include the expense as a business cost in its Annual Cost Submission to the TRS Fund Administrator.
- (b) MachineGenius represents that as of June 1, 2022, the Company began providing to users a Self-Certification form that complies with 47 CFR § 64.611(j)(1)(v) and (vi). The Company warrants that it will seek new Self-Certifications from all existing customers who became MachineGenius registered users prior to June 1, 2022, to ensure that MachineGenius has collected and maintains compliant Self-Certifications for all of its registered users. With respect to any customers that are not remediated by September 30, 2022, MachineGenius further warrants that it will relinquish and, to the extent necessary, repay any reimbursements for minutes submitted from data month June 2022 through data month September 2022. MachineGenius further warrants that it will mark as non-compensable any minutes associated with users who were not remediated by September 30, 2022, in any submissions made after the submission of data month September 2022, until the user has signed a compliant Self-Certification.

²⁰ 47 CFR § 1.93(b).

²¹ 26 U.S.C. § 162(f).

14. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, MachineGenius 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 MachineGenius 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 Rules applicable to MachineGenius as an IP CTS provider prior to assuming his/her duties.

15. **Compliance Plan.** For purposes of settling the matters set forth herein, MachineGenius agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and submit for the Bureau's review, a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. MachineGenius' shall implement its Compliance Plan within one hundred and twenty (120) calendar days after the Effective Date. At a minimum, the Compliance Plan shall include the following procedures:

- (a) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, MachineGenius shall establish Operating Procedures that all Covered Employees must follow to help ensure MachineGenius' compliance with the TRS Rules.
- (b) **Compliance Manual.** Within ninety (90) 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 TRS Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure MachineGenius' compliance with the TRS Rules. MachineGenius shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. MachineGenius shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Remediation Plan.** Within ten (10) calendar days after the Effective Date, MachineGenius shall begin taking the steps necessary to remediate Self-Certifications for all users who registered for MachineGenius' IP CTS prior to June 1, 2022. These steps shall include, but not be limited to:
 - i. Informing all affected registered users that they must sign a revised Self-Certifications by a specific date.
 - ii. Utilizing the Company's updated Olelo Captioned Calls software application (App) to provide registered users a means for signing the revised Self-Certification form.
 - iii. Contacting users who have not updated their Self-Certifications and/or prompting such users on the need to update their Self-certifications through various forms of communications including messages on MachineGenius' website, emails, and through the Olelo Captioned Calls App.
 - iv. Collecting and storing Self-Certifications for users who have updated their App and signed the revised Self-Certification form.
 - v. Revising and submitting MachineGenius' requests for reimbursements previously submitted to the TRS Fund Administrator for data month June 2022 through data month September 2022 to ensure that all minutes associated with users who were not remediated by September 30, 2022, are marked as non-compensable.
- (d) **Remediation Reporting.** After the Effective Date, MachineGenius shall update the Commission and TRS Fund Administrator on the results of the Company's remediation efforts as set forth below:

- i. Reporting to the TRS Fund Administrator.
 - Within fifteen (15) calendar days after the Effective Date, MachineGenius shall compile a list of all registered users who registered for MachineGenius' IP CTS prior to June 1, 2022 (Remediation List). The Remediation List shall include the Registered Users' Login (TRSUserLogin) and the TRS Users' Ten Digit Telephone Number (TRSUserTDN) for all users and the Company shall submit the Remediation List to the TRS Fund Administrator with the request for reimbursement submitted for data month June 2022.
 - For each request for reimbursement made after the Effective Date and concluding with the September 2022 data month submission, MachineGenius shall provide an updated Remediation List that contains the full list of users from the initial Remediation List, but clearly delineates those users who have not submitted a compliant Self-Certification (Non-remediated Users), those users who have submitted a compliant Self-Certification (Remediated Users), and the date that each Remediated User submitted a compliant Self-Certification.
- ii. Reporting to the Enforcement Bureau.
 - Within twenty (20) calendar days after the Effective Date, MachineGenius shall submit to fccebaaccess@fcc.gov and Sharon Lee, Deputy Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission at sharon.lee@fcc.gov a summary report of the Company's remediation efforts and other information relative to Remediated Users and Non-remediated Users, minutes associated with Non-remediated Users, and any other information MachineGenius deems relevant to updating the Commission on the Company's efforts. The summary report will be distributed to Commission staff in the Office of the Managing Director and Consumer and Governmental Affairs Bureau for review.
 - MachineGenius shall submit to fccebaaccess@fcc.gov and Sharon Lee, Deputy Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission at sharon.lee@fcc.gov an updated summary report of its remediation efforts on August 30, 2022 and October 7, 2022. The summary reports will be distributed to Commission staff in the Office of the Managing Director and Consumer and Governmental Affairs Bureau for review.

16. **Reporting Noncompliance.** MachineGenius shall report any noncompliance with the TRS Rules or with the terms and conditions of this Consent Decree, regardless of whether the noncompliance occurred prior to the Effective Date, 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 MachineGenius 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 MachineGenius has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, N.E. Washington, D.C. 20554, with a copy submitted electronically to the Deputy Chief (TRS), Telecommunications Consumers Division, Enforcement Bureau via e-mail to fccebaaccess@fcc.gov. All reports of noncompliance shall also be submitted to the Deputy Chief, Disability Rights Office, Consumer and Governmental Affairs Bureau via e-mail to TRSreports@fcc.gov, and to the Office of the Managing Director, at OMDTRSReports@fcc.gov.

17. **Compliance Reports.** MachineGenius shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, and eighteen (18) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of MachineGenius' efforts during the relevant period to comply with the terms and conditions of this Consent Decree and TRS Rules, and a record of all payments made towards satisfying the Civil Penalty. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of MachineGenius, stating that the Compliance Officer has personal knowledge that MachineGenius: (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 paragraphs 17 and 18 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.²²
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of MachineGenius, 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 MachineGenius has taken or will take to remedy such noncompliance, including the schedule for the proposed remedial actions; and (iii) the steps that MachineGenius 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 fcebaaccess@fcc.gov and to sharon.lee@fcc.gov.

18. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 16-18 of this Consent Decree shall expire eighteen (18) months after the Effective Date.

19. **Civil Penalty.** MachineGenius agrees to pay a Civil Penalty to the United States Treasury in the amount of four hundred thousand dollars (\$400,000). MachineGenius agrees that if the Company is acquired within thirty (30) days of the Effective Date, the full Civil Penalty of four hundred thousand dollars (\$400,000) will be paid no later than thirty (30) days after the Effective Date. If MachineGenius is not acquired within thirty (30) days of the Effective Date, the Company agrees to pay the Civil Penalty in Installments. MachineGenius will pay the first installment of one hundred and sixty thousand dollars (\$160,000) thirty (30) days after the Effective Date. Beginning sixty (60) days after the Effective Date, MachineGenius agrees to pay the remaining Civil Penalty balance of two hundred and forty thousand dollars (\$240,000) in twelve (12) consecutive monthly installments of twenty thousand dollars (\$20,000). MachineGenius 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).²³ Upon an Event of Default (as defined below), all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. MachineGenius shall send electronic notification of payment to Sharon Lee, Deputy Chief, Telecommunications Consumers Division at sharon.lee@fcc.gov and to fcebaaccess@fcc.gov on the date said payments are made. Payment of the Civil Penalty must be made by credit card using the Commission's Registration System (CORES) at <https://apps.fcc.gov/core/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or

²² 47 CFR § 1.16.

²³ *Id.*

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:²⁴

- 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 159²⁵ or printed CORES form²⁶ must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 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).²⁷ 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 be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

20. **Event of Default.** MachineGenius agrees that an Event of Default shall occur upon the failure by MachineGenius to: (i) pay the full amount of the Civil Penalty or any Installment Payment on or before the due date specified in this Consent Decree or (ii) substantially comply with the terms of 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 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

²⁴ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #1).

²⁵ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

²⁶ 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>.

²⁷ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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 MachineGenius.

22. **Waivers.** As of the Effective Date, MachineGenius 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. MachineGenius 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 MachineGenius nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and MachineGenius shall waive any statutory right to a trial *de novo*. MachineGenius hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act²⁸ 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 MachineGenius does not expressly consent) that provision will be superseded by such Rule or order.

26. **Successors and Assigns.** MachineGenius 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 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.

²⁸ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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
Acting Chief
Enforcement Bureau

Date

Erik Strand
President
MachineGenius

Date