

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

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In the Matter of)	File No.: EB-IHD-25-00038503
)	CD Acct. No.: 20263208004
Yonder Media Mobile Inc.)	FRN: 0028315877
)	
)	

ORDER

Adopted: March 13, 2026

Released: March 13, 2026

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether Yonder Media Mobile Inc. (YMM or Company) violated section 214 of the Communications Act of 1934, as amended (the Act),¹ and section 63.18 of the Commission’s rules² concerning the provision of international common carrier communications services without FCC authorization. To resolve this matter, YMM agrees to implement a compliance plan and pay a \$60,000 voluntary contribution.

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 YMM’s compliance with section 214 of the Act³ and section 63.18 of the Commission’s rules⁴ concerning the provision of international common carrier communications services without FCC authorization.

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of YMM’s basic qualifications to hold or obtain any Commission license or authorization.⁵

¹ 47 U.S.C. § 214.

² 47 CFR § 63.18.

³ 47 U.S.C. § 214.

⁴ 47 CFR § 63.18.

⁵ See 47 CFR § 1.93(b).

4. Accordingly, **IT IS ORDERED** that, pursuant to sections 4(i) and 503(b) of the Act,⁶ and the authority delegated by sections 0.111 and 0.311 of the Commission's rules,⁷ 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 a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Kevin G. Rupy, Esq. and Daniel Brooks, Esq, Wiley Rein LLP 2050 M Street, NW, Washington, D.C 20036.

FEDERAL COMMUNICATIONS COMMISSION

Patrick Webre
Chief
Enforcement Bureau

⁶ 47 U.S.C. §§ 154(i) and 503(b).

⁷ 47 CFR §§ 0.111 and 0.311.

Before the
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In the Matter of
Yonder Media Mobile Inc.
File No.: EB-IHD-25-00038503
NAL/CD Acct. No.: 20263208004
FRN: 0028315877

CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (FCC or Commission) and Yonder Media Mobile Inc. (YMM or Company), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether YMM violated section 214 of the Communications Act of 1934, as amended (the Act),1 and section 63.18 of the Commission’s rules2 concerning the provision of international common carrier communications services without FCC authorization. To resolve this matter, YMM agrees to implement a compliance plan and pay a \$60,000 voluntary contribution.

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 20263208004, associated with payment obligations described in paragraph 16 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 YMM is subject by virtue of its business activities, including but not limited to section 214 of the Act and the Rules implementing that provision.

1 47 U.S.C. § 214.

2 47 CFR § 63.18.

3 47 U.S.C. § 151 et seq.

- (g) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 12.
- (h) “Covered Employees” means all employees and agents of YMM who perform, supervise, oversee, or manage the performance of, duties that relate to YMM’s responsibilities under the Communications Laws, including section 214 of the Act and the Rules that implement this provision.
- (i) “Effective Date” means the date by which both the Bureau and YMM have signed the Consent Decree and the Bureau has released an Adopting Order.
- (j) “FRN” means FCC Registration Number.
- (k) “Investigation” means the investigation commenced by the Bureau in EB-IHD-25-00038503 regarding whether YMM violated section 214 of the Act and section 63.18 of the Commission’s rules.
- (l) “Operating Procedures” means the standard internal operating procedures and compliance policies established by YMM to implement the Compliance Plan.
- (m) “Parties” means YMM and the Bureau, each of which is a “Party.”
- (n) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (o) “YMM” or “Company” means Yonder Media Mobile Inc. and its subsidiaries, predecessors-in-interest, and successors-in-interest.

II. BACKGROUND

3. *Legal Background.* Section 214(a) of the Act prohibits any carrier from constructing, extending, acquiring, or operating any line, and from engaging in transmission through any such line, without first obtaining a certificate of authorization from the Commission.⁴ While the Commission has granted “blanket” section 214 authority to carriers providing domestic service,⁵ meaning that such carriers need not apply to the Commission before providing domestic service, the Commission has not done the same for providers of international telecommunications services.⁶ Section 63.18 of the Rules requires any carrier that seeks section 214 authority “for provision of common carrier communication services between the United States, its territories or possessions, and a foreign point” to request such authority by application.⁷ The application requirement applies to carriers that provide facilities-based service or that resell the service of another authorized carrier.⁸

⁴ 47 U.S.C. § 214(a).

⁵ 47 CFR § 63.01(a) (“Any party that would be a domestic interstate communications common carrier is authorized to provide domestic, interstate services to any domestic point and to construct or operate any domestic transmission line as long as it obtains all necessary authorizations from the Commission for use of radio frequencies.”).

⁶ See *Implementation of Section 402(b)(2)(A) of the Telecomm. Act of 1996*, Report and Order in CC Docket No. 97-11, Second Memorandum Opinion & Order in AAD File No. 98-43, 14 FCC Rcd 11364, para. 2 & n.8 (1999) (grant of blanket authority is only for domestic service and does not extend to international service).

⁷ 47 CFR § 63.18.

⁸ *Id.* § 63.18(e)(1)–(2).

4. *Factual Background.* YMM is a privately held Delaware corporation that was incorporated on July 25, 2018. YMM is a mobile virtual network operator (“MVNO”) that began providing resold international common carrier communications services on November 11, 2024. According to YMM, the Company later discovered that it did not obtain the requisite international section 214 authorization before providing international common carrier services. YMM states that it believed it was authorized to rely on the authorizations held by YMM’s wholesale carrier partner to provide YMM’s resold MVNO service. Upon discovering the need to obtain its own international section 214 authorization, the Company filed its requests for Special Temporary Authority (STA) to continue providing international common carrier services and the requisite international section 214 authorization. YMM’s STA request was granted on May 21, 2025.⁹ The Office of International Affairs granted a subsequent STA request on December 23, 2025.¹⁰

5. To settle this matter, the Parties enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

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

7. **Jurisdiction.** YMM agrees for purposes of this Consent Decree 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.

8. **Effective Date.** 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.

9. **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, YMM 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 YMM concerning the matters that were the subject of the Investigation, or to set for hearing the question of YMM’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.¹¹

10. **Admission.** YMM admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 9 herein, that paragraph 4 is a true and accurate description of the facts underlying the Investigation.

⁹ See *Section 214 Applications (47 CFR §§ 63.18, 63.24); Section 310(B) Petitions (47 CFR § 1.5000)*, DA No. 25-437, Public Notice, 2025 WL 1906127 (OIA 2025) (ICFS File No. ITC-STA-20250407-00037) (granted May 21, 2025).

¹⁰ See *Section 214 Applications (47 CFR §§ 63.18, 63.24); Section 310(B) Petitions (47 CFR § 1.5000)*, DA No. 25-1101, Public Notice, 2025 WL 3765211 (OIA 2025) (ICFS File No. ITC-STA-20251201-00152).

¹¹ See 47 CFR § 1.93(b).

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, YMM 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 YMM 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 International Service Authorization Rules prior to assuming his/her duties.

12. **Compliance Plan.** For purposes of settling the matters set forth herein, YMM agrees that it shall, within ninety (90) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the terms and conditions of this Consent Decree. With respect to the Communications Laws, including section 214 of the Act and the Rules implementing that provision, YMM will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, YMM shall establish Operating Procedures that all Covered Employees must follow to help ensure YMM's compliance with the Communications Laws. YMM's Operating Procedures shall include internal procedures and policies specifically designed to ensure that all of the Company's obligations under the Communication Laws are met. YMM shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with section 214 of the Act and section 63.18 Rules concerning authorization to provide resold international common carrier communications services.
- (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 Communications Laws applicable to YMM's operations, including section 214 of the Act and the Rules implementing that provision and set forth the Operating Procedures that Covered Employees shall follow to help ensure YMM's compliance with the Communications Laws, including section 214 of the Act and the Rules implementing that provision. YMM shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. YMM shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** YMM shall establish and implement a Compliance Training Program on compliance with the Communications Laws, including section 214 of the Act and the Rules implementing that provision, and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of YMM's obligation to report any noncompliance with the Communications Laws, including section 214 of the Act and the Rules implementing that provision, under paragraph 13 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 thirty (30) calendar days after YMM complies with paragraph 12(b), but in no event more than one hundred twenty (120) 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. YMM 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.

13. **Reporting Noncompliance.** YMM shall report any noncompliance with the Communications Laws, including section 214 of the Act and the Rules implementing that provision, 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 YMM 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 YMM has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Investigations and Hearings Division at IHDTelecom@fcc.gov.

14. **Compliance Reports.** YMM 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 YMM's efforts during the relevant period to comply with the terms and conditions of this Consent Decree, and with the Communications Laws, including section 214 of the Act and the Rules implementing that provision. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of YMM, stating that the Compliance Officer has personal knowledge that YMM: (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 13 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.¹²
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of YMM, 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 YMM 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 YMM has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.

¹² 47 CFR § 1.16.

(d) All Compliance Reports shall be submitted to the Investigations and Hearings Division, IHDTelecom@fcc.gov.

15. **Termination Date.** The requirements set forth in paragraphs 11 through 14 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

16. **Voluntary Contribution.** YMM will pay a Voluntary Contribution to the United States Treasury in the amount of sixty thousand dollars (\$60,000). Such payment will be made in four (4) installments (each an Installment Payment). The first Installment Payment in the amount of fifteen thousand dollars (\$15,000) is due within thirty (30) calendar days of the Effective Date. Thereafter, subsequent Installment Payments of fifteen thousand dollars (\$15,000) will be due by the following deadlines: (1) one hundred twenty (120) calendar days after the Effective Date; (2) two hundred seventy (270) calendar days after the Effective Date; and (3) three hundred sixty five (365) calendar days after the Effective Date. YMM acknowledges and agrees that upon execution of this Consent Decree, the Voluntary Contribution shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).¹³ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. YMM shall send electronic notification of payment to IHDTelecom@fcc.gov on the date said payment is made. Payment of the Voluntary Contribution 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 Voluntary Contribution payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:¹⁴

- 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 159¹⁵ or printed CORES form¹⁶ 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).¹⁷ 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

¹³ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹⁴ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

¹⁵ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

¹⁶ 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>.

¹⁷ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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/core/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.

17. **Event of Default.** YMM agrees that an Event of Default shall occur upon the failure by the Company to pay the full amount of the Voluntary Contribution on or before the due dates specified in this Consent Decree.

18. **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 Voluntary Contribution 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 Voluntary Contribution, 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 YMM.

19. **Waivers.** As of the Effective Date, YMM 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. YMM 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 YMM nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and YMM shall waive any statutory right to a trial *de novo*. YMM hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act¹⁸ relating to the matters addressed in this Consent Decree.

20. **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

¹⁸ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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.

21. **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.

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

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

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

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

26. **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.

27. **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. **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.

Patrick Webre
Chief
Enforcement Bureau

Date

Adam Kidron
Chief Executive Officer
Yonder Media Mobile Inc.

Date