

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

In the Matter of

Satcom Global, Inc.

File No.: EB-IHD-24-00037142
NAL/CD Acct. No.: 202632080008
FRN: 0009763020

ORDER

Adopted: September 14, 2026

Released: September 14, 2026

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 Satcom Global, Inc. (Satcom) failed to timely file Telecommunications Reporting Worksheets, failed to pay its federal regulatory fees, failed to maintain current information in the Commission's Registration System (CORES), and failed to timely file customer proprietary network information (CPNI) certifications. To settle this matter, Satcom will implement a compliance plan, and will pay a \$100,000 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 Satcom's compliance with sections 214, 222, 251(e)(2), 254(d), and 310 of the Communications Act of 1934, as amended (the Act),¹ and sections 1.1154, 1.1157, 1.5000-04, 1.7001-02, 1.7004, 1.8002, 52.17, 52.32, 54.706, 54.711, 54.712, 54.713, 63.11-63.18, 63.21-63.24, 64.604, 64.2009(e), 64.2115, and 64.6305 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 Satcom's basic qualifications to hold or obtain any Commission license or authorization.³

4. Accordingly, **IT IS ORDERED** that, pursuant to sections 4(i) and 503(b) 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. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** in accordance with the terms of the attached Consent Decree.

¹ 47 U.S.C. § 214, 222, 251(e)(2), 254(d), 310.

² 47 CFR §§ 1.1154, 1.1157, 1.5000-04, 1.7001-02, 1.7004, 1.8002, 52.17, 52.32, 54.706, 54.711, 54.712, 54.713, 63.11-63.18, 63.21-63.24, 64.604, 64.2009(e), 64.2115, 64.6305.

³ See 47 CFR § 1.93(b).

⁴ 47 U.S.C. §§ 154(i) and 503(b)

⁵ 47 CFR §§ 0.111 and 0.311.

5. **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 Robert Howes, Chief Financial Officer, Satcom Global , Inc., Tanners' Bank, Tynemouth, North Shields NE30 1JH, United Kingdom, and to Stephen E. Coran, Esq., Lerman Senter PLLC, 2001 L Street NW, Suite 400, Washington, D.C. 20036.

FEDERAL COMMUNICATIONS COMMISSION

Hunter Deeley
Acting Chief
Enforcement Bureau

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Satcom Global, Inc.

File No.: EB-IHD-24-00037142
NAL/CD Acct. No.: 202632080008
FRN: 0009763020

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Satcom Global, Inc. (Satcom), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether Satcom violated sections 214, 222, 251(e)(2), 254(d), and 310 of the Communications Act of 1934, as amended (the Act),¹ and sections 1.1154, 1.1157, 1.5000-04, 1.7001-02, 1.7004, 1.8002, 52.17, 52.32, 54.706, 54.711, 54.712, 54.713, 63.11-63.18, 63.21-63.24, 64.604, 64.2009(e), 64.2115, and 64.6305 of the Commission's rules² concerning the Worksheet Rules, Contributions Rules, CORES Rules, and CPNI Rules. To resolve this matter, Satcom agrees to implement a compliance plan and pay a \$100,000 voluntary contribution to the United States Treasury.

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 202632080008, associated with payment obligations described in paragraph 26 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 Satcom is subject by virtue of its business activities, including but not limited to the Worksheet Rules, Contributions Rules, CORES Rules, and CPNI Rules.

¹ 47 U.S.C. §§ 214, 222, 251(e)(2), 254(d), 310.

² 47 CFR §§ 1.1154, 1.1157, 1.5000-04, 1.7001-02, 1.7004, 1.8002, 52.17, 52.32, 54.706, 54.711, 54.712, 54.713, 63.11-63.18, 63.21-63.24, 64.604, 64.2009(e), 64.2115, 64.6305.

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 22.
- (h) “Contributions Rules” means sections 251(e)(2) and 254(d) of the Act; sections 1.1154, 1.1157(b)(1), 52.17(a), 54.706(a), and 64.604(c)(5)(iii)(A) of the Commission’s Rules; and Commission orders, public notices, and other Communications Laws related to the making of required payments to the Universal Service Fund (USF), Telecommunications Relay Service (TRS) Fund, North American Numbering Plan (NANP), and federal regulatory fees.
- (i) “CORES” means the Federal Communications Commission Registration System.
- (j) “CORES Rules” means 47 CFR § 1.8002 and Commission orders, public notices, and other Communications Laws related to the Federal Communications Commission Registration System.
- (k) “Covered Employees” means all employees and agents of Satcom who perform, supervise, oversee, or manage the performance of, duties that relate to Satcom’s responsibilities under the Communications Laws, including the Worksheet Rules, Contributions Rules, CORES Rules, and CPNI Rules.
- (l) “CPNI” means customer proprietary network information.
- (m) “CPNI Rules” means 47 CFR § 64.20009(e) and Commission orders, public notices, and other Communications Laws related to customer proprietary network information.
- (n) “Effective Date” means the date by which both the Bureau and Satcom have signed the Consent Decree, and the Bureau has released an Adopting Order.
- (o) “FRN” means FCC Registration Number.
- (p) “Investigation” means the investigation commenced by the Bureau in EB-IHD-24-00037142 regarding whether Satcom violated the Worksheet Rules, Contributions Rules, CORES Rules, and CPNI Rules.
- (q) “LOI” means the Letter of Inquiry issued by the Bureau to Satcom on September 27, 2024, regarding whether Satcom violated the Worksheet Rules, Contributions Rules, CORES Rules, and CPNI Rules.
- (r) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Satcom to implement the Compliance Plan.
- (s) “Parties” means Satcom and the Bureau, each of which is a “Party.”
- (t) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (u) “Satcom” or “Company” mean Satcom Global, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (v) “Worksheets” means Telecommunications Reporting Worksheets.

- (w) “Worksheet Rules” means 47 CFR §§ 52.17(b), 52.32(b), 54.711(a), 64.604(c)(5)(iii)(B), and Commission orders, public notices, and other Communications Laws related to the filing of Worksheets.

II. BACKGROUND

3. Legal Background. All telecommunications carriers providing interstate telecommunications services and certain providers of interstate telecommunications (collectively, Service Providers), with certain exceptions, are required to file annually an FCC Form 499-A, also known as the Annual Worksheet,⁴ and file quarterly an FCC Form 499-Q, also known as the Quarterly Worksheet.⁵ A Service Provider must timely file Quarterly Worksheets by February 1, May 1, August 1, and November 1 of each year, and Annual Worksheets by April 1 of each year.⁶

4. The Universal Service Administrative Company (USAC), as the Commission’s administrator of the USF, uses the revenue projections submitted in the Quarterly Worksheets to determine and invoice each Service Provider’s monthly universal service contribution obligation to the USF.⁷ The TRS Fund administrator, Rolka Loube, LLC (Rolka Loube), uses Annual Worksheet filings to determine each Service Provider’s annual or monthly TRS Fund contribution amounts.⁸ The NANP administrator’s billing and collection agent, Welch LLP (Welch), and the local number portability (LNP) administrator, Telcordia Technologies, Inc. d/b/a iconectiv (iconectiv), respectively, use Annual Worksheet filings to determine Service Providers’ required payments for NANP and LNP administration.⁹ Further, the Commission implemented rules for annual regulatory fees for regulated entities which must pay regulatory fees based on interstate and international end-user revenues as reported in Annual Worksheets.¹⁰

5. Because USAC, Rolka Loube, iconectiv, Welch, and the Commission rely on Worksheets to determine respective payment requirements for administration of the USF, TRS Fund, LNP, NANP, and federal regulatory fees, the accuracy and timeliness of Worksheet filings are vital. Service Providers that do not timely submit accurate Worksheets or otherwise fail to make contributions in a full and timely manner obtain an unfair competitive advantage over other Service Providers that do comply with the reporting provisions of the Commission’s rules, and fully pay USF, TRS Fund, LNP, NANP, and federal regulatory fee assessments as required under the Commission’s Rules.

⁴ See, e.g., 47 CFR § 54.711; *Wireline Competition Bureau Releases the 2024 Telecommunications Reporting Worksheets & Accompanying Instructions*, WC Docket No. 06-122, Public Notice, , 38 FCC Rcd 10216 Attachs. B, D (WCB 2023) (*2024 Annual Worksheet Instructions*).

⁵ See, e.g., 47 CFR § 54.711; *2024 Annual Worksheet Instructions* at 1.

⁶ See, e.g., *2024 Annual Worksheet Instructions* at Attachs. B, D. If a deadline falls on a weekend or holiday, the deadline is extended to the following business day. See Universal Service Administrative Co., “When to File – Upcoming Deadlines for Forms (FCC Form 499-A and FCC Form 499-Q),” <https://www.usac.org/service-providers/contributing-to-the-usf/when-to-file/> (last visited Aug. 31, 2026).

⁷ See, e.g., *2024 Annual Worksheet Instructions* at Attach. D; see also 47 CFR §§ 54.706, 54.709.

⁸ 47 CFR § 64.604(c)(5)(iii)(B).

⁹ *Id.* §§ 52.17(b), 52.32(b).

¹⁰ See *id.* §§ 1.1152–1.1156, 1.1157(b)(1).

6. Regulated entities doing business with the Commission must also maintain information in CORES.¹¹ The Commission's rules provide that any person doing business with the Commission must obtain a unique 10-digit FRN.¹² When registering for an FRN, an entity's name, entity type, contact name and title, address, valid email address, and taxpayer identification number must be provided.¹³ Information provided when registering for an FRN must be kept current.¹⁴ Accurate information in CORES allows Commission staff to contact regulated entities quickly without wasting valuable resources¹⁵ and facilitates efficient recordkeeping, management of financial systems and reporting requirements, and debt collection by the Commission.¹⁶

7. The protection of CPNI is of paramount importance, and the Commission's rules direct service providers to ensure that CPNI is adequately protected from unauthorized access, use, or disclosure.¹⁷ Section 222 of the Act imposes the general duty on all Service Providers¹⁸ to protect the confidentiality of their subscribers' customer proprietary network information.¹⁹ CPNI includes sensitive personal information that Service Providers collect about their customers during the course of their business relationship, such as numbers of telephone calls made and received; the frequency, duration, and timing of such calls; and any services purchased by the consumer, such as call waiting and voicemail.²⁰ The Commission's rules seek to ensure that CPNI is adequately protected from unauthorized access, use, or disclosure.²¹ The rules require, among other things, that Service Providers establish and maintain systems designed to ensure that they adequately protect their subscribers' CPNI and file with the

¹¹ Fed. Comm'n's Comm'n, New Commission Registration System (CORES), Notice, 65 Fed. Reg. 45775 (Jul. 19, 2000); *Adoption of A Mandatory FCC Registration No.*, MD Docket No. 00-205, Notice of Proposed Rulemaking, 15 FCC Rcd 24370 (2000) (*Adoption of A Mandatory FCC Registration No.*); *Amends. of Parts 1, 21, 61, 73, 74 & 76 of Commission's Rules, Adoption of Mandatory FCC Registration No.*, MD Docket No. 00-205, Report and Order, 16 FCC Rcd 16138 (2001) (*Amends. of Parts 1, 21, 61, 73, 74 & 76 of Commission's Rules*).

¹² 47 CFR §§ 1.8002(a), 1.8003.

¹³ *Id.* § 1.8002(b)(1).

¹⁴ *Id.* § 1.8002(b)(2).

¹⁵ *PayG, LLC d/b/a Skyswitch*, Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 11021, 11025, para. 7 (2022).

¹⁶ *Adoption of A Mandatory FCC Registration No.*, *supra* note 11, at 24372, para. 7; *Amends. of Parts 1, 21, 61, 73, 74 & 76 of Commission's Rules*, *supra* note 11, at 16138, para. 2.

¹⁷ *See, e.g.*, 47 CFR §§ 64.2001-11; *FCC Enforcement Advisory, Telecommunications Carriers and Interconnected VoIP Providers Must File Annual Reports Certifying Compliance with Commission Rules Protecting Customer Proprietary Network Information*, Public Notice, 37 FCC Rcd 1110, 1110, para. 1 (EB 2022); *FCC Enforcement Advisory, Telecommunications Carriers and Interconnected VoIP Providers Must File Annual Reports Certifying Compliance with Commission Rules Protecting Customer Proprietary Network Information*, Public Notice, 36 FCC Rcd 1333, 1333, para. 1 (EB 2021) (2021 CPNI Enforcement Advisory); *FCC Enforcement Advisory, Telecommunications Carriers and Interconnected VoIP Providers Must File Annual Reports Certifying Compliance with Commission Rules Protecting Customer Proprietary Network Information*, Public Notice, 35 FCC Rcd 1201, 1201, para. 1 (EB 2020).

¹⁸ Telecommunications carriers and interconnected VoIP service providers must comply with the Commission's CPNI rules. *See* 47 CFR § 64.2003(o) (defining "telecommunications carriers" that are subject to section 222 of the Act to include interconnected VoIP service providers).

¹⁹ *See* 47 U.S.C § 222.

²⁰ *See, e.g.*, 2021 CPNI Enforcement Advisory, *supra* note 17. *See also* 47 U.S.C § 222(h)(1).

²¹ *See* 47 CFR §§ 64.2001-2011.

Commission annually, on or before March 1 of each year, a certification of their compliance with the CPNI rules.²²

8. *Factual Background.* Satcom is a privately held limited liability company.²³ The Company was formed in Nevada in 2000, and its U.S. headquarters are located in New Hampshire.²⁴ Satcom is directly owned by Satcom Distribution Inc. (a U.S. company) and ultimately owned by Broadband Satellite Services Ltd. (a UK company).²⁵

9. Satcom is a reseller of mobile telephony and maritime satellite communications.²⁶ The Company has been providing telecommunications service as a reseller since the current owners assumed control in March 2014.²⁷ The Company holds a single international section 214 authorization for global and limited resale of international telecommunications services.²⁸ The Company provides international mobile satellite services to end-user customers.²⁹

10. On July 2, 2024, USAC referred Satcom to the Bureau for the Company's noncompliance with the Worksheet filing requirements. On September 27, 2024, the Bureau issued an LOI to Satcom concerning compliance with the Act and the Commission's rules.³⁰ On January 16, 2025, Satcom responded to the LOI.³¹

11. Between February 1, 2020, and February 1, 2025, Satcom failed to file 14 Quarterly Worksheets and late filed another seven Quarterly Worksheets. Satcom also failed to file its Annual Worksheet due on April 1, 2020 until February 26, 2026. In addition, Satcom failed to file its Annual Worksheets due on April 1, 2022 and April 1, 2023 until April 29, 2025. Satcom also failed to file its Annual Worksheet due on April 1, 2024 until April 1, 2025.

12. Satcom also failed to pay its 2024 federal regulatory fees by the payment deadline.³² The Company's federal regulatory fee payments for 2024 were due on September 26, 2024.³³ The Company,

²² See *id.* § 64.2009(e).

²³ Letter from Stephen E. Coran, Esq., Lerman Senter, to Marlene H. Dortch, FCC at 1 (Jan. 16, 2025) (on file in EB-IHD-24-00037142) (LOI Response).

²⁴ *Id.* at 3-4.

²⁵ *Id.* at 1, Response to Question 5.

²⁶ *Id.* at 9, Response to Question 22.

²⁷ *Id.*

²⁸ *Id.* at 6, Response to Question 15(a)-(b).

²⁹ LOI Response, *supra* note 23, at 7, Response to Question 16(b).

³⁰ Letter from Patrick McGrath, Chief, Investigations and Hearings Division, FCC Enforcement Bureau to Steven Griffin, President, Satcom Global, Inc. (Sep. 27, 2024) (on file in EB-IHD-24-00037142) (LOI).

³¹ See generally LOI Response, *supra* note 23.

³² See *id.* at 20, Response to Question 36.

³³ *Commission Registration System (CORES) is Open for Payment of Fiscal Year (FY) 2024 Regulatory Fees*, Public Notice, 39 FCC Rcd 10462 (OMD 2024).

however, did not make its payment until October 25, 2024.³⁴ In addition, Satcom's 2022 federal regulatory fee payment was paid over four months late.³⁵

13. Satcom is registered in CORES for FRN 0009763020.³⁶ As of the date of the LOI, the Company's address and contact person were not correct in CORES.³⁷ This information was not updated until September 30, 2024.³⁸ The contact person changed on August 31, 2023, leaving the contact information incorrect for over a year.³⁹ The Company's address changed to the current address on August 2, 2024, and remained incorrect in CORES until September 30, 2024.⁴⁰

14. Satcom also failed to file its annual CPNI certifications, which are due annually by March 1, for the period from 2021 through 2023.

15. To settle this matter, the Bureau and Satcom enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

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

17. **Jurisdiction.** Satcom 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.

18. **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.

19. **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, Satcom 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 Satcom concerning the matters that were the subject of the Investigation, or to set for hearing the question of Satcom'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.⁴¹

³⁴ See LOI Response, *supra* note 23, at 20, Response to Question 36.

³⁵ See *id.* See also *Commission Registration System (CORES) is Open for Payment of Fiscal Year (FY) 2022 Regulatory Fees*, Public Notice, 37 FCC Rcd 10209 (OMD 2023); *Fiscal Year 2022 Regulatory Fee Filing Deadline is Extended to Friday, September 30, 2022*, Public Notice, 37 FCC Rcd 11154 (OMD 2022).

³⁶ See Federal Communications Commission Registration System, Satcom Global, Inc., <https://apps.fcc.gov/coresearch/searchDetail.do?frn=0009763020&csfrToken=> (last visited Aug. 31, 2026).

³⁷ LOI Response, *supra* note 23 at 5, Response to Question 12.

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ *Id.*

⁴¹ See 47 CFR § 1.93(b).

20. **Admission of Facts.** Satcom admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 19 herein, that paragraphs 8 through 15 are a true and accurate description of the facts underlying the Investigation.

21. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Satcom 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 Satcom 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 Worksheet Rules, Contributions Rules, CORES Rules, and CPNI Rules prior to assuming his/her duties.

22. **Compliance Plan.** For purposes of settling the matters set forth herein, Satcom 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 Worksheet Rules, Contributions Rules, CORES Rules, and CPNI Rules, Satcom will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, Satcom shall establish Operating Procedures that all Covered Employees must follow to help ensure Satcom's compliance with the Worksheet Rules, Contributions Rules, CORES Rules, and CPNI Rules. Satcom's Operating Procedures shall include internal procedures and policies specifically designed to ensure compliance with the Worksheet Rules, Contributions Rules, CORES Rules, and CPNI Rules. Satcom shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the 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 Worksheet Rules, Contributions Rules, CORES Rules, and CPNI Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Satcom's compliance with the Worksheet Rules, Contributions Rules, CORES Rules, and CPNI Rules. Satcom shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Satcom shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Satcom shall establish and implement a Compliance Training Program on compliance with the Worksheet Rules, Contributions Rules, CORES Rules, and CPNI Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Satcom's obligation to report any noncompliance with the Worksheet Rules, Contributions Rules, CORES Rules, and CPNI Rules under paragraph 23 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. Satcom 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.

23. **Reporting Noncompliance.** Satcom shall report any material noncompliance with the Worksheet Rules, Contributions Rules, CORES Rules, and CPNI 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 material noncompliance; (ii) the steps that Satcom has taken or will take to remedy such material noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Satcom has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street NE, Washington, DC 20554, with a copy submitted electronically to IHDTelecom@fcc.gov and EnforcementBureauIHD@fcc.gov.

24. **Compliance Reports.** Satcom 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 Satcom's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Worksheet Rules, Contributions Rules, CORES Rules, and CPNI Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Satcom, stating that the Compliance Officer has personal knowledge that Satcom: (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 material noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 23 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.⁴²
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Satcom, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of material noncompliance; (ii) the steps that Satcom 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 Satcom has taken or will take to prevent the

⁴² 47 CFR § 1.16.

recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.

- (d) All Compliance Reports shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street NE, Washington, DC 20554, with a copy submitted electronically to IHDTelecom@fcc.gov and EnforcementBureauIHD@fcc.gov.

25. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 21 through 24 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

26. **Voluntary Contribution.** Satcom will pay a voluntary contribution to the United States Treasury in the amount of one hundred thousand dollars (\$100,000). Such payment shall be made in 10 installments (each an Installment Payment). The first Installment Payment in the amount of ten thousand dollars (\$10,000) is due on 30 days after the Effective Date. Thereafter, subsequent Installment Payments of ten thousand (\$10,000) will be due on the first of each of the nine months following the first installment payment. Satcom acknowledges and agrees that upon execution of this Consent Decree, the Voluntary Contribution and each Installment Payment shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).⁴³ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. Satcom shall send electronic notification of payment to IHDTelecom@fcc.gov and EnforcementBureauIHD@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/core/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:⁴⁴

- 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 159⁴⁵ or printed CORES form⁴⁶ 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).⁴⁷ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.

⁴³ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

⁴⁴ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

⁴⁵ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

⁴⁶ 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/core/userLogin.do>.

⁴⁷ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

- 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.

27. **Event of Default.** Satcom agrees that an Event of Default shall occur upon the failure by Satcom to pay the full amount of the Voluntary Contribution or any Installment Payment on or before the due date specified in this Consent Decree.

28. **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 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 Voluntary Contribution 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 Satcom.

29. **Waivers.** As of the Effective Date, Satcom 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. Satcom 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 Satcom nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Satcom shall waive any statutory right to a trial *de novo*.

Satcom hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act⁴⁸ relating to the matters addressed in this Consent Decree.

30. **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.

31. **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.

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

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

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

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

36. **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.

⁴⁸ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

37. **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.

38. **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.

Hunter Deeley
Acting Chief
Enforcement Bureau

Date

Robert Howes
Chief Financial Officer
Satcom Global, Inc.

Date