

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

In the Matter of)	
)	File No. EB-05-SE-077
)	Acct. No. 200632100006
San Jose Navigation, Inc.)	FRN # 0010366078

ORDER

Adopted: December 3, 2009

Released: February 16, 2010

By the Commission:

1. In this Order, we adopt the attached Consent Decree entered into between the Commission and San Jose Technology, Inc. (formerly known as San Jose Navigation, Inc.) (collectively “San Jose”).¹ The Consent Decree terminates the Commission’s enforcement proceeding regarding San Jose’s compliance with the equipment requirements set forth in Section 302(b) of the Communications Act of 1934, as amended (“Act”),² and Sections 2.803 and 15.205 of the Commission’s Rules.³

2. The Commission and San Jose have negotiated the terms of a Consent Decree that would resolve this matter and terminate the enforcement proceeding. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. Based on the available facts related to this matter, we conclude that there are no substantial or material questions of fact as to whether San Jose possesses the basic qualifications, including those related to character, to hold or obtain any FCC license or authorization.

4. After reviewing the terms of the Consent Decree, we find that the public interest will be served by adopting the Consent Decree and terminating the Commission’s enforcement proceeding.

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i) and 503(b) of the Act,⁴ the Consent Decree attached to this Order **IS ADOPTED**.

¹ San Jose has represented to the Commission that it remains the same entity, but changed its corporate legal name from San Jose Navigation, Inc., to San Jose Technology, Inc., to reflect that the company has expanded its array of radio frequency products. *See* Letter from Jerry Huang, Sales and Marketing Director, San Jose Technology, Inc. to the Federal Communications Commission, dated Aug. 18, 2009 (informing the Commission of the name change); Email from Linda Elliot, FCC Customer Service Branch to Jerry Huang, dated Aug. 21, 2009 (approving the grantee name change); *see also* E-mail from Donald Evans, counsel for San Jose Navigation, Inc. and San Jose Technology, Inc., to Holly Berland, Attorney, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, dated December 28, 2009; E-mail from Donald Evans, counsel for San Jose Navigation, Inc. and San Jose Technology, Inc., to Thomas D. Fitz-Gibbon, Attorney, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, dated December 10, 2009.

² 47 U.S.C. § 302a(b).

³ 47 C.F.R. §§ 2.803 and 15.205.

⁴ 47 U.S.C. §§ 154(i) and 503(b).

6. **IT IS FURTHER ORDERED** that San Jose shall make its voluntary contribution to the United States Treasury, as specified in the Consent Decree, by mailing a check or similar instrument payable to the order of the Federal Communications Commission, to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the Account number in block number 23A (call sign/other ID), and enter the letters “FORF” in block number 24A (payment type code). San Jose will also send electronic notification on the date said payment is made to Ricardo Durham at ricardo.durham@fcc.gov and Ava Holly Berland at holly.berland@fcc.gov.

7. **IT IS FURTHER ORDERED** that the Commission’s enforcement proceeding **IS TERMINATED**.

8. **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 counsel for San Jose Navigation, Inc., Donald J. Evans, Esq., Fletcher, Heald & Hildreth, PLC, 1300 North 17th Street, 11th Floor, Arlington, Virginia 22209.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary

CONSENT DECREE

The Federal Communications Commission (the “Commission” or “FCC”) and San Jose Technology, Inc. (formerly known as San Jose Navigation, Inc.) (collectively “San Jose”)¹ by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Commission’s Enforcement Proceeding regarding whether San Jose’s marketing of Global Positioning Satellite (“GPS”) signal re-radiators violated Section 302(b) of the Communications Act of 1934, as amended (the “Act”),² and Sections 2.803 and 15.205 of the Commission’s Rules (“Rules”).³

I. BACKGROUND

1. San Jose manufactured and marketed four models of GPS signal re-radiators in the United States, namely the RA-45, the RA-46, the RK-104, and the RK-304. In early 2005, the Commission received complaints from the National Telecommunications and Information Administration and other federal agencies expressing concern that these devices could possibly interfere with federal GPS operations. On May 4, 2005, the Bureau issued a Letter of Inquiry (“LOI”) to San Jose initiating an investigation into the matter. San Jose submitted its response to the LOI on June 20, 2005. San Jose acknowledged the manufacture of the devices and the distribution of 5,000 units in the United States between March 15, 2002 and March 15, 2005. Following receipt of the LOI, San Jose immediately ceased distribution of the products in the U.S. and recalled 2,500 unsold units. The Commission issued a *Notice of Apparent Liability for Forfeiture* on March 14, 2006, and a *Forfeiture Order* on January 16, 2007. San Jose has filed a petition for reconsideration of the *Forfeiture Order*.

II. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. Sections 151 et seq.
 - (b) “Adopting Order” means an Order of the Commission adopting the terms and conditions of this Consent Decree.
 - (c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
 - (d) “Commission” and “FCC” mean the Federal Communications Commission.
 - (e) “Effective Date” means the date on which the Commission releases the Adopting Order.

¹ San Jose has represented to the Commission that it remains the same entity, but changed its corporate legal name from San Jose Navigation, Inc., to San Jose Technology, Inc., to reflect that the company has expanded its array of radio frequency products. See Letter from Jerry Huang, Sales and Marketing Director, San Jose Technology, Inc. to the Federal Communications Commission, dated Aug. 18, 2009 (informing the Commission of the name change); Email from Linda Elliot, FCC Customer Service Branch to Jerry Huang, dated Aug. 21, 2009 (approving the grantee name change); see also E-mail from Donald Evans, counsel for San Jose Navigation, Inc. and San Jose Technology, Inc., to Holly Berland, Attorney, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, dated December 28, 2009; E-mail from Donald Evans, counsel for San Jose Navigation, Inc. and San Jose Technology, Inc., to Thomas D. Fitz-Gibbon, Attorney, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, dated December 10, 2009.

² 47 U.S.C. § 302a(b).

³ 47 C.F.R. §§ 2.803 and 15.205.

- (f) “Enforcement Proceeding” means the Bureau’s investigation of San Jose’s compliance with the equipment marketing requirements, culminating in the *Notice of Apparent Liability for Forfeiture* and the *Forfeiture Order*.
- (g) “*Forfeiture Order*” means *San Jose Navigation, Inc.*, 22 FCC Rcd 1040 (2007).
- (h) “*Notice of Apparent Liability for Forfeiture*” or “NAL” means *San Jose Navigation, Inc.*, 21 FCC Rcd 2873 (2006).
- (i) “Parties” means San Jose and the Commission.
- (j) “Rules” means the Commission’s Rules found in Title 47 of the Code of Federal Regulations.
- (k) “San Jose” means San Jose Technology, Inc. (formerly known as San Jose Navigation, Inc.), as well as any of their affiliated entities (collectively “San Jose”).

III. TERMS OF AGREEMENT

3. The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Commission by incorporation of such provisions by reference in the Adopting Order.

4. San Jose agrees that the Commission has jurisdiction over it and the subject matter contained in this Consent Decree and the authority to enter into and adopt this Consent Decree.

5. The Parties agree and acknowledge that this Consent Decree shall constitute a final and binding settlement between San Jose and the Commission regarding the matters that were the subject of the Enforcement Proceeding. In express reliance on the covenants and representations contained herein, the Commission agrees to terminate the Enforcement Proceeding. In consideration for the termination of this Enforcement Proceeding and in accordance with the terms of this Consent Decree, San Jose agrees to the terms, conditions and procedures contained herein.

6. The Parties agree that this Consent Decree shall become binding on the Parties on the Effective Date. Upon release, the Adopting Order and this Consent Decree shall have the same force and effect as any other final order of the Commission and any violation of the terms or conditions of this Consent Decree shall constitute a violation of a Commission order.

7. The Parties agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance by San Jose with the requirements of the Act or the Commission’s rules or orders. The Parties also agree that this Consent Decree is for settlement purposes only and that by agreeing to this Consent Decree, San Jose does not admit or deny any liability for violations of the Act or the Rules in connection with matters that are the subject of this Consent Decree.

8. San Jose agrees that it will make a voluntary contribution to the United States Treasury in the amount of \$50,000. The payment will be made within thirty (30) days after the Effective Date of the Adopting Order. The payment must be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the Account Number and FRN Number referenced in the caption to the Adopting Order. Payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number

021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the Account number in block number 23A (call sign/other ID), and enter the letters “FORF” in block number 24A (payment type code). San Jose will also send electronic notification on the date said payment is made to Ricardo Durham at ricardo.durham@fcc.gov and Ava Holly Berland at holly.berland@fcc.gov.

9. San Jose agrees that it will develop an internal compliance plan to ensure its future compliance with the Act and the Rules regarding the manufacture and marketing of radio frequency equipment. The Compliance Plan will include the establishment of an FCC Engineering Compliance Committee (“Committee”) with the following responsibilities:

- (a) The Committee will be responsible for being familiar with and implementing all FCC requirements pertinent to manufacturing, importing and marketing of radio frequency devices in the United States.
- (b) The Committee will be updated semi-annually on new developments and interpretations to ensure that product designers remain current with FCC requirements.
- (c) The Committee will review all models of radio frequency devices marketed in the United States to ensure that the models are eligible for authorization in the U.S., and, that the models are compliant with the Commission’s equipment authorization procedures and related requirements.
- (d) The Committee will consult experienced FCC counsel in the United States to resolve any uncertainties about FCC requirements.

10. The Commission agrees that, in the absence of new material evidence, it will not institute on its own motion or in response to third-party objection, any new proceeding, formal or informal, or take any action on its own motion against San Jose regarding the matters that were the subject of the Enforcement Proceeding. The Commission further agrees that, in the absence of new material evidence, it will not use the facts developed in the Enforcement Proceeding through the Effective Date to initiate on its own motion, any proceeding, formal or informal, or take any action on its own motion against San Jose with respect to San Jose’s basic qualifications to hold Commission licenses or authorizations.

11. San Jose’s decision to enter into this Consent Decree is expressly contingent upon the Commission’s issuance of an Adopting Order that is consistent with this Consent Decree, and which adopts the Consent Decree without change, addition or modification.

12. Provided the Commission issues an Adopting Order adopting the Consent Decree without change, addition or modification, San Jose 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.

13. The Parties agree that if either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither San Jose nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and San Jose will waive any statutory right to a trial de novo regarding the terms or validity of the Consent Decree. San Jose may, however, present evidence that it has not violated the Consent Decree.

14. In the event that this Consent Decree in its entirety is rendered invalid by a court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

15. By entering into this Consent Decree, San Jose neither waives nor alters its right to assert and seek protection from disclosure of any privileged or otherwise confidential and protected documents and information, or to seek appropriate safeguards of confidentiality for any competitively sensitive or proprietary information.

16. The Parties agree that each is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. To the extent that San Jose fails to satisfy any condition, in the absence of Commission alteration of the condition, it will be deemed noncompliant and may be subject to possible future enforcement action with respect to such failure to satisfy the condition.

17. San Jose agrees that any violation of any term of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

18. The Parties agree that if any provision of this Consent Decree conflicts with any subsequent rule, order of general applicability or other decision of general applicability adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which San Jose does not consent), that provision will be superseded by such Commission rule or order.

19. San Jose waives any rights it may have under any provision of the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 et seq., relating to the matters addressed in this Consent Decree.

20. This Consent Decree cannot be modified without the advance written consent of both Parties.

21. The Parties agree that the requirements of this Consent Decree will remain in effect for twenty-four (24) months from the Effective Date.

22. San Jose agrees that it will request withdrawal of its petition for reconsideration of the *Forfeiture Order* within five (5) business days of the Effective Date.

23. Nothing in this Consent Decree shall preclude San Jose from petitioning the Commission for relief as to future obligations under the equipment authorization requirements of Section 302 of the Act and Parts 2 and 15 of the Rules.

24. The individual signing this Consent Decree on behalf of San Jose Technology, Inc. (formerly known as San Jose Navigation, Inc.), hereby represents and warrants that San Jose Technology, Inc. is the same entity as San Jose Navigation, Inc. Further, this individual represents and warrants that he is authorized by San Jose Technology, Inc. (formerly known as San Jose Navigation, Inc.), to execute this Consent Decree and to legally bind that company which is the subject of the investigation terminated by this Consent Decree.

25. This Consent Decree may be signed in counterparts.

For the Federal Communications Commission:

Marlene H. Dortch
Secretary

Date

For San Jose Technology, Inc. (formerly known as San Jose Navigation, Inc.):

Thomas Chen
President

Date