

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

In the Matter of)	File Nos.: EB-07-SE-284
)	EB-10-SE-111
)	
Epic Touch Company, Inc.)	Acct. No.: 200832100016
)	
)	FRN: 0005599634

ORDER

Adopted: February 27, 2012

Released: February 27, 2012

By the Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau (Bureau) of the Federal Communications Commission and Epic Touch Co., Inc. (Epic Touch). The Consent Decree resolves and terminates the Bureau's investigation into Epic Touch's compliance with Section 20.19(d)(2) of the Commission's rules (Rules)¹ concerning the deployment of digital wireless hearing aid-compatible handsets.² The hearing aid compatibility requirements serve to ensure that consumers with hearing loss have access to advanced telecommunications services.

2. The Bureau and Epic Touch have negotiated the Consent Decree that resolves this matter. A copy of the Consent Decree is attached hereto and incorporated herein by reference.

3. 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 investigation. In the absence of new material evidence relating to this matter, we conclude that our investigation raises no substantial or material questions of fact as to whether Epic Touch possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

4. We further find that no forfeiture penalty should be imposed in connection with a companion investigation into Epic Touch's compliance with Section 20.19(c)(3)(ii) of the hearing aid compatibility rules.³ Based on information recently provided by Epic Touch regarding its wireless handset offerings,⁴ we conclude that Epic Touch has demonstrated that it was in compliance during the requisite period.

¹ 47 C.F.R. § 20.19(d)(2) (2006).

² See *Epic Touch Co., Inc.*, Notice of Apparent Liability for Forfeiture, 23 FCC Rcd. 2831 (Enf. Bur. 2008).

³ See *Epic Touch Co., Inc.*, Notice of Apparent Liability for Forfeiture, 25 FCC Rcd 17854 (Enf. Bur. 2010) (2010 NAL).

⁴ See Letter from Tony S. Lee, Counsel, Epic Touch Company, Inc., to Marlene H. Dortch, Secretary, FCC (filed Mar. 21, 2011) (on file in EB-10-SE-111) (explaining that a comprehensive review of Epic Touch's sales records revealed additional handset offerings not previously identified or reported to the FCC and submitting point of sale and inventory statements to demonstrate compliance).

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i) and 503(b) of the Communications Act of 1934, as amended,⁵ and Sections 0.111 and 0.311 of the Commission's rules,⁶ the Consent Decree attached to this Order **IS ADOPTED**.

6. **IT IS FURTHER ORDERED** that the proposed forfeiture issued to Epic Touch in the 2010 NAL **WILL NOT BE IMPOSED**.

7. **IT IS FURTHER ORDERED** that the above-captioned investigations **ARE 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 Robert Boaldin, President, Epic Touch Co., Inc., 610 South Cosmos, Elkhart, KS 67950.

FEDERAL COMMUNICATIONS COMMISSION

P. Michele Ellison
Chief, Enforcement Bureau

⁵ 47 U.S.C. §§ 154(i), 503(b).

⁶ 47 C.F.R. §§ 0.111, 0.311.

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

In the Matter of)	File No.: EB-07-SE-284
)	
Epic Touch Company, Inc.)	Acct. No.: 200832100016
)	
)	FRN: 0005599634

CONSENT DECREE

The Enforcement Bureau of the Federal Communications Commission and Epic Touch Company, Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into possible violations of former Section 20.19(d)(2) of the Commission's rules⁷ pertaining to the deployment of digital wireless hearing aid-compatible handsets.

I. DEFINITIONS

1. 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. § 151 *et seq.*
 - (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) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
 - (e) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Epic Touch is subject by virtue of its business activities, including but not limited to, the Hearing Aid Compatibility Rules.
 - (f) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 10.
 - (g) "Covered Employees" means all employees and agents of Epic Touch who perform duties, or supervise, oversee, or manage the performance of duties, that relate to Epic Touch's responsibilities under the Hearing Aid Compatibility Rules.
 - (h) "Effective Date" means the date on which the Bureau releases the Adopting Order.
 - (i) "Epic Touch" means Epic Touch Company, Inc. and its predecessors-in-interest and successors-in-interest.

⁷ 47 C.F.R. § 20.19(d)(2)(2006).

- (j) “Hearing Aid Compatibility Rules” means Section 20.19 of the Rules and other Communications Laws governing digital wireless hearing aid compatibility, such as the Rules governing the design, selection, or acquisition of wireless handsets and the marketing or distribution of such handsets to consumers in the United States.
- (k) “Investigation” means the investigation commenced by the Bureau’s August 13, 2007 letter of inquiry⁸ regarding Epic Touch’s compliance with the Hearing Aid Compatibility Rules, which culminated in the issuance of the Notice of Apparent Liability for Forfeiture.
- (l) “Notice of Apparent Liability for Forfeiture” or “NAL” means *Epic Touch Co., Inc.*, Notice of Apparent Liability for Forfeiture, 23 FCC Rcd 2831 (Enf. Bur. 2008).
- (m) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by Epic Touch to implement the Compliance Plan.
- (n) “Parties” means Epic Touch 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.

II. BACKGROUND

2. In the 2003 *Hearing Aid Compatibility Order*, the Commission adopted several measures to enhance the ability of consumers with hearing loss to access digital wireless telecommunications.⁹ The Commission established technical standards for radio frequency interference (the “M” rating) and inductive coupling (the “T” rating)¹⁰ that digital wireless handsets must meet to be considered compatible with hearing aids operating in acoustic coupling and inductive coupling (telecoil) modes, respectively. For each of these standards, the Commission further established deadlines by which manufacturers and

⁸ See Letter from Kathryn S. Berthot, Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, to Troy Barnett, Epic Touch Company, Inc. (Aug. 13, 2007) (LOI).

⁹ The Commission adopted these requirements for digital wireless telephones under the authority of the Hearing Aid Compatibility Act of 1988, codified at Section 710(b)(2)(C) of the Act, 47 U.S.C. § 610(b)(2)(C). See *Section 68.4(a) of the Commission’s Rules Governing Hearing Aid-Compatible Telephones*, Report and Order, 18 FCC Rcd 16753, 16787 ¶ 89 (2003); Erratum, 18 FCC Rcd 18047 (2003) (*Hearing Aid Compatibility Order*); Order on Reconsideration and Further Notice of Proposed Rulemaking, 20 FCC Rcd 11221 (2005).

¹⁰ As subsequently amended, Section 20.19(b)(1) provides that, for the period beginning June 6, 2008 and ending December 31, 2009, a newly certified wireless handset is deemed hearing aid-compatible for radio frequency interference if, at minimum, it meets the M3 rating associated with the technical standard set forth in either the standard document “American National Standard Methods of Measurement of Compatibility between Wireless Communication Devices and Hearing Aids,” ANSI C63.19-2006 (June 12, 2006) or ANSI C63.19-2007 (June 8, 2007). Beginning January 1, 2010, a newly certified handset must meet at least an M3 rating under ANSI C63.19-2007 to be considered hearing aid-compatible for radio frequency interference. 47 C.F.R. § 20.19(b)(1). Section 20.19(b)(2) provides that, for the period beginning June 6, 2008 and ending December 31, 2009, a newly certified wireless handset is deemed hearing aid-compatible for inductive coupling if, at minimum, it meets the T3 rating associated with the technical standard as set forth in ANSI C63.19-2006 or ANSI C63.19-2007, and beginning January 1, 2010, it is deemed hearing aid-compatible for inductive coupling if it meets at least a T3 rating under ANSI C63.19-2007. 47 C.F.R. § 20.19(b)(2). Grants of certification issued before June 6, 2008, under previous versions of ANSI C63.19 remain valid for hearing aid compatibility purposes.

service providers were required to offer specified numbers or percentages of digital wireless handsets per air interface¹¹ that are compliant with the relevant standard.¹²

3. In its November 17, 2006 hearing aid compatibility status report, Epic Touch listed five digital wireless handset models that it had offered to consumers.¹³ Because none of the five listed handset models met the T3 rating for inductive coupling, the Wireless Telecommunications Bureau referred this matter to the Bureau for investigation and possible enforcement action. On August 12, 2007, the Bureau's Spectrum Enforcement Division (Division) issued the LOI¹⁴ to Epic Touch, directing the company to submit a sworn written response to a series of questions related to Epic Touch's compliance with the hearing aid-compatible handset deployment requirements set forth in Section 20.19(d)(2) of the Rules.¹⁵ Epic Touch responded to the LOI on September 12, 2007 (LOI Response).¹⁶ In its LOI Response, Epic Touch acknowledged that it did not offer to consumers at least two T3-rated handset models by the September 18, 2006 deployment deadline.¹⁷ However, Epic Touch argued that, as a Tier III carrier, it was "extremely hard . . . to acquire and release updated [h]andsets in a timely manner" because new handsets were the subject of exclusive arrangements between manufacturers and larger carriers.¹⁸

4. On February 28, 2008, the Bureau issued the Notice of Apparent Liability for Forfeiture against Epic Touch. In the NAL, the Bureau found Epic Touch apparently liable for a \$30,000 forfeiture for failing to offer to consumers at least two T3-rated handset models by the September 16, 2006 deployment deadline in willful and repeated violation of Section 20.19(d)(2) of the Rules.¹⁹ On March 26, 2008, Epic Touch responded to the Notice of Apparent Liability.²⁰ In its response, Epic Touch asserted, among other things, that the company "made repeated efforts to obtain at least two handsets that would comply with the FCC's rules", and that "there were no compliant handsets available . . . to Epic [Touch] in time to meet the FCC's September 2006 regulatory deadline."²¹ In the NAL, the Bureau concluded that

¹¹ The term "air interface" refers to the technical protocol that ensures compatibility between mobile radio service equipment, such as handsets, and the service provider's base stations. Currently, the leading air interfaces include Code Division Multiple Access (CDMA), Global System for Mobile Communications (GSM), Integrated Digital Enhanced Network (iDEN) and Wideband Code Division Multiple Access (WCDMA) a/k/a Universal Mobile Telecommunications System (UMTS).

¹² See *Hearing Aid Compatibility Order*, 18 FCC Rcd at 16780, para. 65; 47 C.F.R. § 20.19(c), (d).

¹³ See Alliance for Telecommunications Industry Solutions, Inc., *Hearing Aid Compatibility Compliance Efforts Status Report #6* (filed Nov. 17, 2006, in WT Docket No. 01-309). Alliance for Telecommunications Industry Solutions, Inc. filed the report on behalf of Epic Touch.

¹⁴ See *supra* note 2.

¹⁵ See 47 C.F.R. § 20.19(d)(2) (2006) (requiring each provider of public mobile service to include in its handset offerings at least two T3-rated handset models per air interface by no later than September 18, 2006).

¹⁶ Letter from Troy Barnett, Epic Touch Company, Inc., to Kathryn S. Berthot, Chief, Spectrum Enforcement Bureau, Federal Communications Commission (Sept. 10, 2007).

¹⁷ *Id.* at 1.

¹⁸ *Id.*

¹⁹ NAL at 2835-36, para.12.

²⁰ Letter from James Troup, Counsel for Epic Touch Company, Inc., to Marlene H. Dortch, Secretary, Federal Communications Commission (Mar. 26, 2008).

²¹ *Id.* at 2-3.

under the totality of the circumstances, Epic Touch had not presented mitigating circumstances that would warrant a downward adjustment of the forfeiture.²²

III. TERMS OF AGREEMENT

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

6. **Jurisdiction.** Epic Touch agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and that the Bureau has the authority to enter into and adopt this Consent Decree.

7. **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 Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms 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.

8. **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 terminating the Investigation, Epic Touch agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any new proceeding, formal or informal, or take any action on its own motion against Epic Touch concerning the matters that were the subject of the Investigation. The Bureau also 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 on its own motion any proceeding, formal or informal, or take any action on its own motion against Epic Touch with respect to Epic Touch's basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

9. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Epic Touch shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as 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 Epic Touch 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/her duties under this Agreement, the Compliance Officer shall have specific knowledge of the Hearing Aid Compatibility Rules prior to assuming his/her duties

10. **Compliance Plan.** For purposes of settling the matters set forth herein, Epic Touch 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 Hearing Aid Compatibility Rules, Epic Touch shall implement the following procedures:

²² NAL at 2836, para. 13 (recognizing typical delays experienced by Tier III carriers, but noting that other Tier III carriers achieved full compliance within a few months of the deadline).

- (a) **Operating Procedures on Hearing Aid Compatibility.** Within sixty (60) calendar days after the Effective Date, Epic Touch shall establish Operating Procedures that all Covered Employees must follow to help ensure Epic Touch's compliance with the Hearing Aid Compatibility Rules. Epic Touch's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Epic Touch offers the requisite number or percentage of hearing aid-compatible digital wireless handsets to consumers as required by the Hearing Aid Compatibility Rules. Epic Touch also shall develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure that the inclusion of a new handset model, or discontinuance of an existing handset offering, will not result in a violation of the Commission's digital wireless hearing aid-compatible handset deployment requirements. At a minimum, the Compliance Checklist shall require Covered Employees to verify the hearing aid compatibility rating of each existing and proposed handset offering using the Commission's equipment authorization database.
- (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 Hearing Aid Compatibility Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Epic Touch's compliance with the Hearing Aid Compatibility Rules. Epic Touch shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. Epic Touch shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Epic Touch shall establish and implement a Compliance Training Program on compliance with the Hearing Aid Compatibility Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Epic Touch's obligation to report any noncompliance with the Hearing Aid Compatibility Rules under paragraph 11 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 Effective Date shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Epic Touch shall repeat the 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.

11. **Reporting Noncompliance.** Epic Touch shall report any noncompliance with the Hearing Aid Compatibility Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of (i) each instance of noncompliance; (ii) the steps that Epic Touch 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 Epic Touch has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, Room 3-C366, 445 12th Street, S.W. Washington, D.C. 20554, with a copy submitted electronically to Josh Zeldis at Josh.Zeldis@fcc.gov and to JoAnn Lucanik at JoAnn.Lucanik@fcc.gov.

12. **Compliance Reports.** Epic Touch shall file Compliance Reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, and twenty-four (24) months after the Effective Date.

- (a) Each compliance report shall include a detailed description of Epic Touch's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Hearing Aid Compatibility Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Epic Touch, stating that the Compliance Officer has personal knowledge that Epic Touch (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 11 hereof.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must comply with Section 1.16 of the Rules²³ and be subscribed to as true under penalty of perjury in substantially the form set forth therein.
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Epic Touch, 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 Epic Touch 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 Epic Touch has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to the Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554, with a copy submitted electronically to Josh Zeldis at Josh.Zeldis@fcc.gov and to JoAnn Lucanik at JoAnn.Lucanik@fcc.gov.

13. **Termination Date.** Unless stated otherwise, the obligations set forth in paragraphs 9 through 12 of this Consent Decree shall expire twenty-four (24) months after the Effective Date

14. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to Section 208 of the Act against Epic Touch or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaints will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Epic Touch with the Communications Laws.

15. **Voluntary Contribution.** Epic Touch agrees that it will make a voluntary contribution to the United States Treasury in the amount of twenty-two thousand five hundred dollars (\$22,500). The payment must be made within thirty (30) calendar days after the Effective Date. The payment must be made by check or similar instrument, payable to the order of the Federal Communications Commission.

²³ 47 C.F.R. § 1.16.

The payment must include the Account Number and FRN 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). Epic Touch shall also send electronic notification to Josh Zeldis at Josh.Zeldis@fcc.gov, JoAnn Lucanik at JoAnn.Lucanik@fcc.gov, and Samantha Peoples at Sam.Peoples@fcc.gov on the date said payment is made.

16. **Waivers.** Epic Touch 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, provided the Bureau issues an Adopting Order as defined herein. Epic Touch 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 Adopting Order, neither Epic Touch nor the Commission shall contest the validity of the Consent Decree or of the Adopting Order, and Epic Touch shall waive any statutory right to a trial *de novo*. Epic Touch hereby agrees to waive any claims it may have under 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.

17. **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.

18. **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 Epic Touch does not expressly consent) that provision will be superseded by such Rule or Commission order.

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

20. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation. The Parties further 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 with the Communications Laws, and that by entering into this Consent Decree, Epic Touch does not admit to or deny any of the violations set forth in the Notice of Apparent Liability for Forfeiture.

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

22. **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.

23. **Authorized Representative.** The individual signing this Consent Decree on behalf of Epic Touch represents and warrants that he/she is authorized by Epic Touch to execute this Consent Decree and to bind Epic Touch to the obligations set forth herein. The FCC signatory represents that he is

signing this Consent Decree in his official capacity and that he is authorized to execute this Consent Decree.

24. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

John D. Poutasse
Acting Chief
Spectrum Enforcement Division
Enforcement Bureau

Date

Bob Boaldin
President
Epic Touch Inc.

Date