

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of
Gary P. Bojczak
Whitehouse Station, New Jersey
File No.: EB-FIELDNER-12-00003665
Acct. No.: 201332380001
FRN: 0022861959

ORDER

Adopted: March 11, 2016

Released: March 11, 2016

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 Mr. Gary P. Bojczak's use of a Global Positioning System (GPS) jamming device at Newark Liberty International Airport in August 2012. Signal jamming devices overpower, jam, or interfere with authorized wireless communications. In order to protect the public and preserve unfettered access to emergency and other communications services, the Communications Act and Commission regulations broadly prohibit the importation, use, marketing, manufacture, and sale of jamming devices.

2. Mr. Bojczak has fully cooperated with the Bureau's investigation. In his response to the Commission's Notice of Apparent Liability for Forfeiture (NAL), Mr. Bojczak provided the Bureau with detailed financial information, submitted under oath, establishing his inability to pay the proposed forfeiture. To settle this matter, Mr. Bojczak admits that he violated the laws and regulations that prohibit the use of signal jammers, will comply with these rules in the future, and will pay a civil penalty of \$2,360 for which he has a demonstrated ability to pay. The remainder of the proposed civil penalty will be suspended. However, Mr. Bojczak will pay the remainder of the original proposed civil penalty if the Commission finds during the next three years that he failed to comply with the jammer rules or that he misled the Commission regarding his current financial status.

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 resolving the NAL against Mr. Bojczak regarding his use of a signal jammer as prohibited by the Communications Act of 1934, as amended, (Act) and the Commission's rules (Rules).

1 Gary P. Bojczak, Notice of Apparent Liability for Forfeiture, 28 FCC Rcd 11589 (2013) (proposing a \$31,875 forfeiture).

2 See Letter from Mr. Gary P. Bojczak, to New York Office, Northeast Region, Enforcement Bureau, Federal Communications Commission (Sept. 25, 2013); Letter from Mr. Gary P. Bojczak, to Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission (Jan. 5, 2016).

3 47 U.S.C. § 301, 302a(b), 333.

4 47 C.F.R. § 2.805, 15.1(c).

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

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i), and 503(b) of the Act⁶ and the authority delegated by Sections 0.111 and 0.311 of the Rules,⁷ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

6. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** and the NAL **IS CANCELED**.

7. **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 Mr. Gary P. Bojczak at his address of record.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Chief
Enforcement Bureau

⁵ See 47 C.F.R. § 1.93(b).

⁶ 47 U.S.C. §§ 154(i), 503(b).

⁷ 47 C.F.R §§ 0.111, 0.311.

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of
Gary P. Bojczak
Whitehouse Station, New Jersey
File No.: EB-FIELDNER-12-00003665
NAL/Acct. No.: 201332380001
FRN: 0022861959

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Mr. Gary P. Bojczak (Mr. Bojczak), hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Mr. Bojczak violated Sections 301, 302(b) and 333 of the Communications Act of 1934, as amended,1 and Sections 2.805(a) and 15.1(c) of the Commission’s rules,2 in connection with Mr. Bojczak’s operation of a Global Positioning System (GPS) jamming device (signal jammer or jammer) at Newark Liberty International Airport.

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) “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 Mr. Bojczak is subject by virtue of his activities.
(f) “Compliance Commitment” means the compliance obligations described in this Consent Decree at paragraph 11.
(g) “Mr. Bojczak” means Mr. Gary P. Bojczak of Whitehouse Station, NJ.
(h) “Effective Date” means the date by which both the Bureau and Mr. Bojczak have signed the Consent Decree.
(i) “Investigation” means the investigation into Mr. Bojczak’s apparent violations of the Act commenced by the Bureau’s initial inquiry in EB-FIELDNER-12-00003665.
(j) “Jammer Laws” means Sections 301, 302(b) and 333 of the Act, Sections 2.805(a) and 15.1(c) of the Rules, and other Communications Laws that prohibit the use or operation of a cellular phone jammer or other signal jammer.

1 47 U.S.C. §§ 301, 302a(b), and 333.

2 47 C.F.R. §§ 2.805(a) and 15.1(c).

3 47 U.S.C. § 151 et seq.

- (k) “*NAL*” means the Notice of Apparent Liability for Forfeiture issued to Mr. Bojczak on August 2, 2013.⁴
- (l) “Parties” means Mr. Bojczak and the Bureau, each of which is a “Party.”
- (m) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

3. Section 301 of the Act prohibits the use or operation of “any apparatus for the transmission of energy or communications or signals by radio” within the United States unless such use is licensed or authorized.⁵ Section 302(b) of the Act provides that “[n]o person shall manufacture, import, sell, offer for sale, or ship devices or home electronic equipment and systems, or use devices, which fail comply with regulations promulgated pursuant to this section.”⁶ Section 333 of the Act states that “[n]o person shall willfully or maliciously interfere with or cause interference to any radio communications of any station licensed or authorized by or under this chapter or operated by the United States government.”⁷

4. In response to a complaint from the Federal Aviation Administration, an agent from the Bureau’s New York Office investigated interference during pre-deployment testing of a ground-based augmentation system (GBAS)⁸ at Newark Liberty International Airport. The agent found that a red Ford pickup truck with New Jersey license plates was emanating radio signals within the restricted 1559 to 1610 MHz band allocated to the Radionavigation-Satellite service and used by the GPS satellite navigation system.⁹ The signals emanating from the vehicle were blocking the reception of GPS signals by the GPS receivers used in the GBAS. The FCC agent interviewed the driver, who identified himself as Gary Bojczak and admitted that he owned and operated the radio transmitting device that was jamming GPS transmissions. Mr. Bojczak voluntarily surrendered the jammer to the FCC agent. After the jammer was removed from the vehicle and turned off, the agent confirmed that the unauthorized signals had ceased. On August 2, 2013, the Commission issued the *NAL* against Mr. Bojczak for these apparent violations of the Jammer Laws.

5. Following release of the *NAL*, the Bureau and Mr. Bojczak conducted settlement negotiations. During those negotiations, Mr. Bojczak presented – and swore to the truth of – financial information establishing his inability to pay the proposed forfeiture amount. Among the materials submitted to the Bureau by Mr. Bojczak were his four most recent years’ federal income tax returns, three years of wage and tax (W-2) forms, year-to-date-earnings statements, as well as bank statements and mortgage information. After further discussions, the Parties agree to the following terms and conditions of settlement and hereby enter into this Consent Decree as provided below.

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.** Mr. Bojczak agrees that the Bureau has jurisdiction over him and the matters

⁴ *Gary P. Bojczak*, Notice of Apparent Liability for Forfeiture, 28 FCC Rcd 11589 (2013).

⁵ 47 U.S.C. § 301.

⁶ *Id.* § 302(b).

⁷ *Id.* § 333.

⁸ The GBAS installation at Newark Airport was fully deployed and put into service on September 28, 2012. The GBAS provides enhanced navigation signals to aircraft in the vicinity of an airport for precision approach, departure procedures, and terminal area operations.

⁹ Specifically, the signal emanating from the vehicle occupied the spectrum from 1568 to 1595 MHz.

contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

8. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

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, Mr. Bojczak 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, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against Mr. Bojczak 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 to set for hearing the question of Mr. Bojczak's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.¹⁰

10. **Admission of Liability.** Mr. Bojczak admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 4 herein, that the actions that were the subject of the *NAL* violated the Jammer Laws.

11. **Compliance Commitment.** Mr. Bojczak has ceased using and agrees not to use in the future any cellular jamming device or other illegal jamming device. Any such operation would violate the Jammer Laws and the terms of this Consent Decree. Mr. Bojczak shall report any noncompliance with the Jammer Laws or with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to JoAnn Lucanik at JoAnn.Lucanik@fcc.gov and Maureen McCarthy at Maureen.McCarthy@fcc.gov.

12. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraph 11 shall expire thirty-six (36) months after the Effective Date.

13. **Civil Penalty.** In light of Mr. Bojczak's demonstrated inability to pay and subject to the provisions of paragraph 14 below, Mr. Bojczak will pay a civil penalty to the United States Treasury in the amount of two thousand three hundred sixty dollars (\$2,360) (Civil Penalty). Such payment shall be made in four (4) installments (each, an Installment Payment). The first Installment Payment in the amount of five hundred dollars (\$500) is due within thirty (30) calendar days of the Effective Date. Thereafter, three Installment Payments in the amount of six hundred twenty dollars (\$620) are due and payable as follows: the first Installment Payment is due within ninety (90) calendar days of the Effective Date; the second Installment Payment is due within one hundred and eighty (180) calendar days of the Effective Date; and the third Installment Payment is due within three hundred sixty days of the Effective Date. Mr. Bojczak acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty and each Installment Payment shall become a "Claim" or "Debt" as defined in Section 3701(b)(1) of the Debt Collection Improvement Act of 1996 (DCIA).¹¹

14. **Suspended Penalty.** Mr. Bojczak further agrees that, upon an Event of Default (as described below in paragraph 16), he will pay a further civil penalty to the United States Treasury in the amount of twenty-nine thousand, five hundred fifteen dollars (\$29,515) (Additional Civil Penalty). Mr. Bojczak acknowledges and agrees that upon an Event of Default, the Additional Civil Penalty shall also become a

¹⁰ See 47 C.F.R. § 1.93(b).

¹¹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996) (DCIA).

“Claim” or “Debt” as defined in Section 3701(b)(1) of the DCIA,¹² and all procedures for collection of the Additional Civil Penalty may, at the Commission’s discretion, be initiated against Mr. Bojczak.

15. **Payment.** Mr. Bojczak shall send electronic notification of payment to JoAnn Lucanik at JoAnn.Lucanik@fcc.gov; Maureen McCarthy at Maureen.McCarthy@fcc.gov; and Samantha Peoples at Sam.Peoples@fcc.gov on the date payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.¹³ When completing the FCC Form 159, enter the NAL/Account Number in block number 23A (call sign/other ID) and enter the letters “FORF” in block number 24A (payment type code). Below are additional instructions that should be followed based on the form of payment selected:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

16. **Event of Default.** Mr. Bojczak agrees that an Event of Default shall occur upon: (1) the failure to pay the Civil Penalty or any Installment Payments to the U.S. Treasury on or before the dates specified in Paragraph 13; (2) the release of an order within three years of the Effective Date by the Commission, such as a Notice of Apparent Liability for Forfeiture that is uncontested or a Forfeiture Order, finding that Mr. Bojczak violated the Jammer Laws in effect at the time of this agreement; or (3) the release of an order by the Commission finding that Mr. Bojczak materially misstated his financial condition in the documents he produced to support his claim of inability to pay.

17. **Interest, Charges for Collection, and Acceleration of Maturity Date.** Upon an Event of Default, all procedures for collection permitted by the DCIA and other provisions of law¹⁴ may, at the Commission’s discretion, be initiated and the following shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Mr. Bojczak: (a) any unpaid Civil Penalties or Installment Payments referenced in Paragraph 13, which shall accrue interest at a rate of the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent per annum from the date of the Event of Default until payment in full; (b) the Additional Civil Penalty referenced in Paragraph 14, which shall accrue interest at a rate of the U.S. Prime Rate in effect

¹² *Id.*

¹³ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

¹⁴ See 31 C.F.R. Part 900, *et seq.*

on the date of the Event of Default plus 4.75 percent per annum from the date of the Event of Default until payment in full; (c) any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717; and (d) any administrative charge(s), including the costs of collection, litigation, and attorneys' fees.

18. **Waivers**. As of the Effective Date, Mr. Bojczak waives any and all rights he 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. Mr. Bojczak 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 Mr. Bojczak nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Mr. Bojczak shall waive any statutory right to a trial *de novo*. Mr. Bojczak hereby agrees to waive any claims he may otherwise have under the Equal Access to Justice Act¹⁵ relating to the matters addressed in this Consent Decree.

19. **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.

20. **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.

21. **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, that provision will be superseded by such Rule or Order.

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

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

24. **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.

25. **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.

¹⁵ See 5 U.S.C. § 504; 47 C.F.R. §§ 1.1501–1.1530.

26. **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.

Travis LeBlanc, Chief
Enforcement Bureau

Gary P. Bojczak

Date: _____

Date: _____