

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of

R & N Manufacturing, Ltd.
Houston, Texas

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File No.: EB-FIELDSCR-13-00007653
NAL/Acct. No.: 201432540002
FRN: 0023432966

ORDER

Adopted: March 22, 2016

Released: March 22, 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 R & N Manufacturing, Ltd.'s (RNM) operation of a cellular phone jamming device in its manufacturing facility in Houston, Texas in 2013. 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. In its response to the Commission's Notice of Apparent Liability for Forfeiture (NAL), RNM provided the Bureau with detailed information about its use of the jamming device at issue. Specifically, it stated that it used the jamming device for only four days, not the 10 days indicated in the NAL, and provided a sworn supporting statement from the company's Chief Financial Officer. RNM also stressed that it had cooperated with Commission agents, surrendered the jamming device, and is a small company that had not previously violated any communications laws. To settle this matter, RNM admits that it violated the laws and regulations that prohibit the use of signal jamming devices, will comply with these rules in the future, and will pay \$9,750 in civil penalties.

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 RNM regarding its use of a signal jamming device as prohibited by the Communications Act of 1934, as amended, (Act) and the Commission's rules (Rules).

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

1 R&N Manufacturing, Ltd., Notice of Apparent Liability for Forfeiture, 29 FCC Rcd 3332 (2014).

2 See Letter from Raymond L. Kalmans, Esq., Counsel to RNM, to Houston Office, South Central Region, Enforcement Bureau, Federal Communications Commission (Apr. 24, 2014).

3 47 U.S.C. § 301, 302a(b), 333.

4 47 C.F.R. § 2.805, 15.1(c).

5 See 47 C.F.R. § 1.93(b).

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 Sherry Noppe, CFO, R & N Manufacturing, Ltd., 6417 Cunningham Road, Houston, TX 77041, and its counsel, Raymond Kalmans, Esq., Schlanger Silver Barg & Paine, LLP, 109 N. Post Oak Lane, Suite 300, Houston, Texas 77024-7755.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Chief
Enforcement Bureau

⁶ 47 U.S.C. §§ 154(i), 503(b).

⁷ 47 C.F.R. §§ 0.111, 0.311.

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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and R & N Manufacturing, Ltd. (RNM), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether RNM violated Sections 301, 302(b) and 333 of the Communications Act of 1934, as amended,8 and Sections 2.805(a) and 15.1(c) of the Commission’s rules,9 in connection with RNM’s operation of a cellular phone jamming device in its manufacturing facility in Houston, Texas.

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.10
(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 RNM is subject by virtue of its business activities.
(f) “Compliance Commitment” means the compliance obligations described in this Consent Decree at paragraph 11.
(g) “RNM” means R & N Manufacturing, Ltd., as well as its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
(h) “Effective Date” means the date by which both the Bureau and RNM have signed the Consent Decree.
(i) “Investigation” means the investigation into RNM’s apparent violations of the Act commenced by the Bureau’s initial Inquiry in EB-FIELDSCR-13-00007653.
(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 jamming device or other signal jamming device.

8 47 U.S.C. §§ 301, 302a(b), and 333.

9 47 C.F.R. §§ 2.805(a) and 15.1(c).

10 47 U.S.C. § 151 et seq.

- (k) “*NAL*” means RNM’s Notice of Apparent Liability for Forfeiture issued on March 26, 2014.¹¹
- (l) “Parties” means RNM 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.¹² 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 to comply with regulations promulgated pursuant to this section.”¹³ 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.”¹⁴

4. On April 10, 2012, a Commission agent determined that one or more signal jamming devices were in use at RNM’s manufacturing facility in Houston Texas. The agent interviewed RNM’s chief financial officer (CFO), who admitted to the agent that RNM was using a cellular jamming device to block cell phone communications, thereby preventing employees from placing wireless calls at work. RNM’s CFO stated that RNM would discontinue using jamming devices, and RNM subsequently surrendered the jamming device to Commission agents. On March 26, 2014, the Commission issued the *NAL* against RNM for these apparent violations of the Jammer Laws.

5. RNM responded to the *NAL* on April 24, 2014.¹⁵ In its response, RNM admitted using the jamming device, but argued for a reduction of the proposed forfeiture. It reports to have used the jamming device only during working hours, not on weekends, and that the device had been used four days, not 10 days as stated in the *NAL*. As evidence, RNM provided a sworn statement from the CFO stating that, although she did not have a record of the exact date of installation, she believed the jammer was installed and activated on March 27, 2012. RNM also highlighted that it had cooperated with the Commission agents and surrendered the jamming device. RNM further stressed that it is a small company and had not previously violated the Communications Laws. Subsequently, RNM and the Bureau engaged in settlement negotiations. The Bureau and RNM agree to the following terms and conditions of settlement and hereby enter into this Consent Decree as provided herein.

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**. RNM 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.

¹¹ *R&N Manufacturing, Ltd.*, 29 FCC Rcd 3332 (2014).

¹² 47 U.S.C. § 301.

¹³ *Id.* § 302a(b).

¹⁴ *Id.* § 333.

¹⁵ See Letter from Raymond L. Kalmans, Esq., Counsel to RNM, to Houston Office, South Central Region, Enforcement Bureau, Federal Communications Commission (Apr. 24, 2014).

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, RNM 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 RNM 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 RNM's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.¹⁶

10. **Admission of Liability.** RNM admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 9 herein, that its actions that were the subject of the *NAL* violated the Jammer Laws.

11. **Compliance Commitment.** RNM has ceased using or operating and will not use or operate in the future any cellular jamming device or other illegal jamming device. Any use or operation of a jamming device by RNM will violate the Jammer Laws and the terms of this Consent Decree. RNM 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.Lucanink@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.** RNM will pay a civil penalty to the United States Treasury in the amount of nine thousand seven hundred and fifty dollars (\$9,750) within 30 calendar days after the Effective Date. RNM shall send electronic notification of payment to JoAnn Lucanik at JoAnn.Lucanink@fcc.gov, Maureen McCarthy at Maureen.McCarthy@fcc.gov, and Samantha Peoples at Sam.Peoples@fcc.gov on the date said 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.¹⁷ 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.

¹⁶ See 47 C.F.R. § 1.93(b).

¹⁷ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

- 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.

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

15. **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.

16. **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.

17. **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 RNM does not expressly consent), that provision will be superseded by such Rule or Order.

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

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

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

21. **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.

22. **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

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

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.

23. **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

Sherry Noppe, CFO
R & N Manufacturing, Ltd.

Date: _____

Date: _____