

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of
Constellium Rolled Products Ravenswood, LLC,
an indirect, wholly-owned subsidiary of
Constellium N.V.
File No.: EB-SED-13-00012123
NAL/Acct. No.: 201432100020
FRN: 0005812789

ORDER

Adopted: December 30, 2015

Released: December 30, 2015

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether Constellium Rolled Products Ravenswood, LLC (Constellium) operated wireless radio stations without Commission authority, failed to timely file for authority to continue to operate these stations, and transferred control of wireless radio station licenses without prior Commission approval. The Commission’s licensing rules are intended to prevent harmful interference with authorized radio communications services in the United States, and to facilitate the efficient administration of spectrum. To settle this matter, Constellium admits that it violated the Commission’s licensing rules, will implement a three-year compliance plan designed to ensure future compliance with the Commission’s licensing rules, and will pay a \$135,000 civil penalty. As part of the compliance plan, Constellium will hire and retain a compliance officer, develop a compliance manual, develop and implement compliance training for all covered employees, and submit to the Commission compliance reports at designated intervals. As noted in the Consent Decree, although this figure is lower than the amount originally proposed against Constellium, that reduction in part reflects the Bureau’s consideration and acceptance of the company’s request that any penalty should be based on the four licenses Constellium ultimately obtained to cover its Private Land Mobile Radio Service (PLMRS) operations, rather than the eight expired PLMRS licenses on which the proposed forfeiture was based, and also reflects that Constellium has accepted additional obligations and expenses by agreeing to a compliance plan.

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 resolving the Notice of Apparent Liability for Forfeiture (NAL) regarding Constellium’s compliance with Sections 301 and 310(d) of the Communications Act of 1934, as amended (Act),<sup>1</sup> Sections 1.903(a) and 1.948(a) of the Commission’s rules,<sup>2</sup> and the associated Commission orders requiring licensees to seek authority for any operation that occurs after a license expires,<sup>3</sup> all pertaining to (i) Constellium’s operation of Private Land Mobile Radio Service (PLMRS) stations without Commission authority, (ii) Constellium’s failure to file timely applications for authority to continue operating these stations, and (iii) its failure to obtain Commission consent prior to the transfer of control of PLMRS station authorizations.

<sup>1</sup> 47 U.S.C. §§ 301, 310(d).

<sup>2</sup> 47 C.F.R. §§ 1.903(a), 1.948(a).

<sup>3</sup> See Biennial Regulatory Review – Amendment of Parts 0, 1, 13, 22, 24, 26, 27, 80, 87, 90, 95, 97, and 101 of the Commission’s Rules to Facilitate the Development and Use of the Universal Licensing System in the Wireless Telecommunications Services, Report and Order, 13 FCC Rcd 21027 (1998); Memorandum Opinion and Order on Reconsideration, 14 FCC Rcd 11476, 11485–86, para. 22 (1999).

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

4. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i) and 503(b) of the Act<sup>5</sup> and the authority delegated by Sections 0.111 and 0.311 of the Commission's rules,<sup>6</sup> the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

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

6. **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 Lloyd A. Stemple, President and Chief Executive Officer, Constellium Rolled Products Ravenswood, LLC, 859 Century Road, Ravenswood, West Virginia 26164; to Georgina L.O. Feigen, Esq., Butcher Feigen, LLC, 9116 Cranford Drive, Potomac, Maryland 20854; and to David H. Solomon, Esq., Wilkinson Barker Knauer LLP, 1800 M Street, N.W., Suite 800N, Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc  
Chief  
Enforcement Bureau

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<sup>4</sup> See 47 C.F.R. § 1.93(b).

<sup>5</sup> 47 U.S.C. §§ 154(i), 503(b).

<sup>6</sup> 47 C.F.R. §§ 0.111, 0.311.

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In the Matter of )
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Constellium Rolled Products Ravenswood, LLC, ) File No.: EB-SED-13-00012123
an indirect, wholly-owned subsidiary of ) NAL/Acct. No.: 201432100020
Constellium N.V. ) FRN: 0005812789

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Constellium Rolled Products Ravenswood, LLC (Constellium), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Constellium violated Sections 301 and 310(d) of the Communications Act of 1934, as amended, Sections 1.903(a) and 1.948(a) of the Commission’s rules, and the associated Commission orders requiring a licensee to seek authority for any operation that occurs after a license expires, in connection with Constellium’s operation of Private Land Mobile Radio Service (PLMRS) stations without Commission authority, Constellium’s failure to timely file for authority to continue operating these stations, and its failure to obtain Commission consent prior to transferring control of PLMRS station authorizations.

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.
(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 Constellium is subject by virtue of its business activities, including but not limited to the Licensing Rules.
(f) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.

1 47 U.S.C. §§ 301, 310(d).

2 47 C.F.R. §§ 1.903(a), 1.948(a).

3 See Biennial Regulatory Review – Amendment of Parts 0, 1, 13, 22, 24, 26, 27, 80, 87, 90, 95, 97, and 101 of the Commission’s Rules to Facilitate the Development and Use of the Universal Licensing System in the Wireless Telecommunications Services, Report and Order, 13 FCC Rcd 21027, 21071, para. 96 (1998) (Universal Licensing System Report and Order) (adopting, inter alia, Section 1.949 of the Rules); Memorandum Opinion and Order on Reconsideration, 14 FCC Rcd 11476, 11485–86, para. 22 (1999) (Universal Licensing System MO&O) (collectively, the Universal Licensing System Orders).

4 47 U.S.C. § 151 et seq.

- (g) “Constellium” means Constellium Rolled Products Ravenswood, LLC, its subsidiaries, as well as its predecessors-in-interest and its successors-in-interest.
- (h) “Covered Employees” means all employees and agents of Constellium who perform or supervise, oversee, or manage the performance of, duties that directly relate to Constellium’s responsibilities under the Licensing Rules, unless those duties are limited to the use of the mobile radios.
- (i) “Effective Date” means the date by which both the Bureau and Constellium have signed the Consent Decree.
- (j) “Investigation” means the investigation into Constellium’s apparent violations of the Licensing Rules commenced by the Bureau’s August 2, 2013, Letter of Inquiry<sup>5</sup> in EB-SED-13-00012123 and expanded to include Constellium’s subsequent voluntary disclosure of additional apparent violations.<sup>6</sup>
- (k) “Licensing Rules” means Sections 301 and 310(d) of the Act, Sections 1.903(a), 1.948 and 1.949(a) of the Rules, the *Universal Licensing System Orders*, and other Communications Laws that prohibit the use or operation of a wireless radio station without a valid Commission authorization or in a manner inconsistent with such authorization, and the assignment or transfer of control of radio station licenses without prior Commission approval.
- (l) “NAL” means *Constellium Rolled Products Ravenswood, LLC*, Notice of Apparent Liability for Forfeiture, 29 FCC Rcd 6277 (2014).
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Constellium to implement the Compliance Plan.
- (n) “Parties” means Constellium 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

3. Section 301 of the Act and Section 1.903(a) of the Rules prohibit the use or operation of any apparatus for the transmission of energy or communications or signals by radio except in accordance with a Commission-granted authorization.<sup>7</sup> Licensees that want to operate after their licenses’ expiration must affirmatively request continued operating authority from the Commission.<sup>8</sup> The *Universal Licensing System Orders* mandate the filing of certain applications to obtain such authority.<sup>9</sup>

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<sup>5</sup> See Letter from John D. Poutasse, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Georgina L.O. Feigen, Esq., Counsel to Constellium Rolled Products Ravenswood, LLC (Aug. 2, 2013) (on file in EB-SED-13-00012123).

<sup>6</sup> The investigation into unlicensed operation was initiated under File No. EB-SED-13-00008685 while the investigation into the unauthorized transfer of control was initiated under EB-SED-14-00015138; these investigations were consolidated, however, under File No. EB-SED-13-00012123 prior to the release of the *NAL*. See *NAL*, 29 FCC Rcd at 6277 n.1.

<sup>7</sup> 47 U.S.C. § 301; 47 C.F.R. § 1.903(a).

<sup>8</sup> See *Universal Licensing System Report and Order*, 13 FCC Rcd at 21071, para. 98 (directing licensees that fail to file timely renewal applications to submit a new application or, if necessary, an STA request); *Universal Licensing System MO&O*, 14 FCC Rcd at 11485–86, para. 22 (permitting, in the alternative, the acceptance and processing of late-filed renewal applications under certain circumstances). In the *Universal Licensing System MO&O*, the Commission expressly held that it could “initiate enforcement action against the licensee *for untimely filing and unauthorized operation* between the expiration of the license and the late renewal filing, including, if appropriate,

(continued....)

4. Under Section 310(d) of the Act, a Commission license may not be “transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such . . . license” until the licensee has sought and obtained Commission approval.<sup>10</sup> Similarly, Section 1.948(a) of the Rules states that “authorizations in the Wireless Radio Services may be assigned by the licensee to another party, voluntarily or involuntarily, directly or indirectly, or the control of a licensee holding such authorizations may be transferred, only upon application to and approval by the Commission.”<sup>11</sup>

5. Constellium operated Private Land Mobile Radio Service (PLMRS) stations without the necessary Commission authority, failed to timely file the associated applications for authority to continue operating these stations, and failed to obtain the requisite Commission consent prior to transferring control of PLMRS station authorizations.<sup>12</sup> On May 29, 2014, the Commission issued the *NAL* for two hundred ninety-four thousand four hundred dollars (\$294,400) against Constellium for these apparent violations of Sections 301 and 310(d) of the Act, Sections 1.903(a) and 1.948(a) of the Rules, and the *Universal Licensing System Orders* and associated rules.<sup>13</sup> Specifically, the Commission proposed a \$256,000 aggregate forfeiture against Constellium for the unauthorized operation of PLMRS stations and its failure to seek Commission authority for its continued station operations.<sup>14</sup> In addition, the Commission proposed a \$38,400 forfeiture against Constellium for its unauthorized transfer of control of the PLMRS station authorizations.<sup>15</sup>

6. After settlement discussions, the Bureau and Constellium agree to the following terms and conditions of settlement and hereby enter into this Consent Decree as provided below.

### III. TERMS OF AGREEMENT

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

8. **Jurisdiction.** Constellium 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.

9. **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.

10. **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, Constellium agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence

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the imposition of fines or forfeitures for these rule violations.” *Id.* (emphasis added). Section 1.949(a) of the Rules requires that licensees wishing to continue operations file renewal applications for wireless radio stations “no later than the expiration date of the authorization for which renewal is sought, and no sooner than 90 days prior to expiration.” 47 C.F.R. § 1.949(a). If a licensee fails to file a timely renewal application, the Commission requires such licensee to seek temporary or new operating authority.

<sup>9</sup> See *supra* note 8.

<sup>10</sup> 47 U.S.C. § 310(d).

<sup>11</sup> 47 C.F.R. § 1.948(a).

<sup>12</sup> See *NAL*, 29 FCC Rcd at 6278–80, paras. 3–7.

<sup>13</sup> See *supra* note 3.

<sup>14</sup> See *NAL*, 29 FCC Rcd at 6285, para. 15.

<sup>15</sup> See *id.* at 6286–87, para. 17.

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 Constellium 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 Constellium's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.<sup>16</sup>

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

12. **Compliance Officer.** Within sixty (60) calendar days after the Effective Date, Constellium 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 Constellium 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 Licensing Rules prior to assuming his/her duties.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, Constellium agrees that it shall, within ninety (90) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Licensing Rules and with the terms and conditions of this Consent Decree. With respect to the Licensing Rules, Constellium will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, Constellium shall establish Operating Procedures that all Covered Employees must follow to help ensure Constellium's compliance with the Licensing Rules. As part of its Operating Procedures, the Compliance Officer shall designate a Covered Employee (or outside counsel or consultant who is knowledgeable in FCC licensing issues) to be responsible for developing and maintaining a database of all FCC licenses held by Constellium and the expiration date of each such license. The Compliance Officer shall ensure that Constellium timely files an application for renewal for any FCC license that Constellium intends to operate after the license's expiration date. In addition, the Compliance Officer shall ensure that Constellium timely seeks and obtains Commission approval prior to the assignment or transfer of control of any of its FCC licenses.
- (b) **Compliance Manual.** Within ninety (90) 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 Licensing Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Constellium's compliance with the Licensing Rules. Constellium shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Constellium shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.

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<sup>16</sup> See 47 C.F.R. § 1.93(b).

- (c) **Compliance Training Program.** Constellium shall establish and implement a Compliance Training Program on compliance with the Licensing Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Constellium's obligation to report any noncompliance with the Licensing Rules under paragraph 14 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 ninety (90) 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 sixty (60) calendar days after the date such person becomes a Covered Employee. Constellium 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.

14. **Reporting Noncompliance.** Constellium shall report any noncompliance with the Licensing Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery by the Compliance Officer or a Covered Employee of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Constellium 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 Constellium 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 12<sup>th</sup> Street, S.W., Washington, DC 20554, with a copy submitted electronically to Kathy Harvey at Kathy.Harvey@fcc.gov.

15. **Compliance Reports.** Constellium shall file compliance reports with the Commission one hundred twenty (120) 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 Constellium's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Licensing Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Constellium, stating that the Compliance Officer has personal knowledge that Constellium: (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 14 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.<sup>17</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Constellium, 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 Constellium has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will

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<sup>17</sup> 47 C.F.R. § 1.16.

be taken; and (iii) the steps that Constellium 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, Room 3-C366, 445 12<sup>th</sup> Street, S.W., Washington, DC 20554, with a copy submitted electronically to Kathy Harvey at [Kathy.Harvey@fcc.gov](mailto:Kathy.Harvey@fcc.gov).

16. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 12 through 15 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

17. **Civil Penalty.** Constellium will pay a civil penalty to the United States Treasury in the amount of One Hundred Thirty-Five Thousand Dollars (\$135,000) within thirty (30) calendar days after the Effective Date.<sup>18</sup> Constellium shall send electronic notification of payment to Kathy Harvey at [Kathy.Harvey@fcc.gov](mailto:Kathy.Harvey@fcc.gov) and Samantha Peoples at [Sam.Peoples@fcc.gov](mailto: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.<sup>19</sup> 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](mailto:ARINQUIRIES@fcc.gov).

18. **Waivers.** As of the Effective Date, Constellium waives any and all rights it may have to

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<sup>18</sup> The reduction from the proposed forfeiture amount in the *NAL* in part reflects the Bureau's acceptance of Constellium's request that any penalty should be based on the four licenses Constellium ultimately obtained to cover its PLMRS operations rather than the eight expired PLMRS licenses on which the *NAL* was based. *See* Constellium Rolled Products Ravenswood, LLC, Statement Seeking Reduction of Proposed Forfeiture at 15 (June 27, 2014) (on file in EB-SED-13-00012123); *NAL*, 29 FCC Rcd at 6283, para. 12. The Bureau will continue to use its discretion in the future, however, to make determinations regarding the appropriate number of PLMRS licenses to use in determining penalty calculations on a case-by-case basis.

<sup>19</sup> An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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. Constellium 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 Constellium nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Constellium shall waive any statutory right to a trial *de novo*. Constellium hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>20</sup> 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 (except an Order specifically intended to revise the terms of this Consent Decree to which Constellium does not expressly consent) that provision will be superseded by such Rule or Order.

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

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

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

25. **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.

26. **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.

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<sup>20</sup> See 5 U.S.C. § 504; 47 C.F.R. §§ 1.1501–1.1530.

27. **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.

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Travis LeBlanc  
Chief  
Enforcement Bureau

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Date

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Lloyd A. Stemple  
President and Chief Executive Officer  
Constellium Rolled Products Ravenswood, LLC

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Date