

Before the  
Federal Communications Commission  
Washington, DC 20554

In the Matter of	)	
	)	
PRECISION CASTPARTS CORP.	)	File No.: EB-SED-16-00021241
	)	Acct. No.: 201732100001
Parent Company of Various Radio Licensees	)	FRN: 0005755236
	)	
	)	

**ORDER**

**Adopted: December 27, 2016**

**Released: December 27, 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 whether Precision Castparts Corp. (PCC) operated Private Land Mobile Radio Service (PLMRS) stations without Commission authority, failed to timely file for authority to continue operating these stations, and failed to obtain Commission consent prior to transferring control of PLMRS station authorizations. The laws and regulations involved are intended to prevent unauthorized radio operations from potentially interfering with authorized radio communications and to facilitate the efficient administration of wireless radio spectrum. To settle this matter, PCC admits that it operated and transferred licenses without appropriate authorizations, will implement a compliance plan, and will pay a \$60,000 civil penalty.

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 terminating the referenced investigation regarding PCC’s compliance with Sections 301 and 310(d) of the Communications Act of 1934, as amended (Act)<sup>1</sup>, and 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) PCC’s operation of PLMRS stations without Commission authority, (ii) PCC’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.

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

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

<sup>2</sup> 47 CFR §§ 1.903(a) and 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).

<sup>4</sup> See 47 CFR § 1.93(b).

4. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) 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** in accordance with the terms of the attached Consent Decree.

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 Ruth Beyer, Senior Vice President and General Counsel, Precision Castparts Corp., 4650 Macadam Ave., Ste. 400, Portland, Oregon 97239-4262, and to Christine H. Martinez, Esq., Senior Compliance Counsel, Precision Castparts Corp., 4650 Macadam Ave., Ste. 400, Portland, Oregon 97239-4262.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc  
Chief  
Enforcement Bureau

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<sup>5</sup> 47 U.S.C. § 154(i).

<sup>6</sup> 47 CFR §§ 0.111, 0.311.

**Before the  
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PRECISION CASTPARTS CORP.	)	File No.: EB-SED-16-00021241
	)	Acct. No.: 201732100001
Parent Company of Various Radio Licensees	)	FRN: 0005755236
	)	

**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission and Precision Castparts Corp. (PCC), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether PCC and/or its subsidiaries violated Sections 301 and 310(d) of the Communications Act of 1934, as amended,<sup>1</sup> Sections 1.903 and 1.948(a) of the Commission’s rules,<sup>2</sup> and the associated Commission orders requiring a licensee to seek authority for any operation that occurs after a license expires,<sup>3</sup> in connection with PCC’s operation of Private Land Mobile Radio Service (PLMRS) stations without Commission authority, PCC’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<sup>4</sup>
  - (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 PCC 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 14.

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

<sup>2</sup> 47 CFR §§ 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) (*Universal Licensing System R&O*); Memorandum Opinion and Order on Reconsideration, 14 FCC Rcd 11476, 11485-86, para. 22 (1999) (*Universal Licensing System MO&O*) (collectively, *Universal Licensing System Orders*).

<sup>4</sup> 47 U.S.C. § 151 *et seq.*

- (g) “Covered Employees” means all employees and agents of PCC who perform, supervise, oversee, or manage the performance of duties that directly relate to PCC’s responsibilities under the Communications Laws, including the Licensing Rules.
- (h) “Effective Date” means the date by which both the Bureau and PCC have signed the Consent Decree.
- (i) “Investigation” means the investigation commenced by the Bureau’s LOI in EB-SED-16-0021241 regarding whether PCC violated the Licensing Rules.
- (j) “Licensing Rules” means Section 301 and 310(d) of the Act,<sup>5</sup> Sections 1.903 and 1.948(a) of the Commission’s rules,<sup>6</sup> the *Universal Licensing System Orders* (as defined *supra* in footnote 3), 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.
- (k) “LOI” means the Letter of Inquiry issued by the Bureau to PCC on March 22, 2016, in EB-SED-16-0021241 in connection with whether PCC violated the Licensing Rules.<sup>7</sup>
- (l) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by PCC to implement the Compliance Plan.
- (m) “Parties” means PCC and the Bureau, each of which is a “Party.”
- (n) “PCC” or “Company” means Precision Castparts Corp., its U.S. subsidiaries, predecessors-in-interest, and successors-in-interest.
- (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>8</sup> Licensees that want to operate after their licenses’ expiration must affirmatively request continued operating authority from the Commission. *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> 47 U.S.C. §§ 301, 310(d).

<sup>6</sup> 47 CFR §§ 1.903, 1.948.

<sup>7</sup> Letter from Bruce D. Jacobs, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau, to Ms. Ruth Byer, Senior Vice President and General Counsel, Precision Cast Parts Corp. (Mar. 22, 2016) (on file in EB-SED-16-00021241).

<sup>8</sup> 47 U.S.C. § 301, 47 CFR § 1.903(a).

<sup>9</sup> *See Universal Licensing System R&O*, 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, 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

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. PCC, a wholly-owned subsidiary of Berkshire Hathaway, Inc., is a manufacturer of investment castings, forged components, and specialty metals. PCC is the parent company to numerous subsidiaries, which hold and operate a number of Industrial/Business Pool radio licenses to monitor and support their manufacturing operations.<sup>12</sup>

6. In response to a referral from the Wireless Telecommunications Bureau, on March 22, 2016, the Bureau sent the LOI to PCC inquiring about a number of expired radio licenses held by PCC subsidiaries and asking whether the Company operated any of those stations after the expiration date. In responding to the LOI, PCC commenced a comprehensive internal audit of all of its FCC authorizations and discovered that several Industrial/Business Pool radio licenses used by several of the subsidiaries identified in the LOI had been allowed to lapse and had not been used afterwards, but a small number of licenses used to remote control overhead cranes and for cross-campus communication were still used at PCC facility locations.<sup>13</sup> During that time, PCC received no complaints or reports related to such unauthorized operations. PCC has since taken corrective action to relicense these operations.<sup>14</sup>

7. Also during the course of conducting its internal audit, PCC realized and voluntarily disclosed to the Bureau that transfer of control applications had not been filed in connection with Berkshire Hathaway Inc.’s acquisition of PCC on January 29, 2016.<sup>15</sup> Subsequently, PCC discovered and voluntarily disclosed that a transfer of control application had not been filed in connection with the transfer of one Industrial/Business Pool radio license as a result of PCC’s recent acquisition of Shultz Steel Company on July 8, 2016. PCC has since taken corrective action to submit the required applications.<sup>16</sup> The Bureau and PCC subsequently entered into settlement negotiations to resolve this matter.

(Continued from previous page) \_\_\_\_\_  
expiration.” 47 CFR § 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>10</sup> 47 U.S.C. § 310(d).

<sup>11</sup> 47 CFR § 1.948(a).

<sup>12</sup> These licensee subsidiaries include: Aerospace Dynamics International, Inc., Ken’s Spray Equipment, Inc. d/b/a Alloy Processing; Arcturus Manufacturing Corporation; Brittain Machine; Carlton Forge Works; SPS Technologies, LLC d/b/a Cherry Aerospace; Compass Aerospace NW; Greenville Metals Inc.; Huntington Alloys Corporation; Klune Industries, Inc., PCC Structurals, Inc.; Design Metal Connection, Inc. (d/b/a Permaswage USA); Press Forge Company; Primus International, Inc.; Shultz Steel Company; Special Metals Corporation; Titanium Metals Corporation; Walden’s Machine, LLC; Wyman Gordon Forgings, Inc.; and Wyman-Gordon Company.

<sup>13</sup> See Letter from Christine H. Martinez, Sr. Compliance Counsel, PCC, to Bruce Jacobs, Chief, Spectrum Enforcement Division, FCC Enforcement Bureau at 2-4 (May 23, 2016) (on file in EB-SED-16-00021241) (*May 23, 2016, Letter*).

<sup>14</sup> *Id.* at 2 and 3.

<sup>15</sup> See *May 23, 2016, Letter*.

<sup>16</sup> See email from Christine Martinez, Sr. Compliance Counsel, PCC, to Maureen McCarthy, Attorney Advisor, FCC Enforcement Bureau (Sept. 23, 2016) (on file in EB-SED-16-00021241).

### III. TERMS OF AGREEMENT

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

9. **Jurisdiction.** The Company 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.

10. **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.

11. **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, the Company 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 the Company 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 the Company's basic qualifications to be a Commission licensee or to hold Commission licenses or authorizations.<sup>17</sup>

12. **Admission of Liability.** PCC admits, for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 11 herein, that the actions described in paragraphs 6 and 7 of this Consent Decree violated the Licensing Rules.

13. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, to the extent it has not already done so under its current compliance procedures that were developed after and in response to the violations of the Licensing Rules discussed herein, the Company 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 the Company 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 Consent Decree, the Compliance Officer shall have specific knowledge of the Licensing Rules prior to assuming his/her duties.

14. **Compliance Plan.** For purposes of settling the matters set forth herein, the Company 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 Licensing Rules, to facilitate future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Licensing Rules, the Company will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, the Company shall establish Operating Procedures that all Covered Employees shall follow to help ensure the Company's compliance with the Licensing Rules. The Company's Operating Procedures shall include internal procedures and policies specifically designed to facilitate the Company's compliance with the Licensing

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<sup>17</sup> See 47 CFR § 1.93(b).

Rules. The Company shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to help ensure compliance with the Licensing Rules.

- (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 Licensing Rules, and set forth the Operating Procedures that Covered Employees shall follow to help ensure the Company's compliance with the Licensing Rules. The Company shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. The Company shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** The Company shall establish and implement a Compliance Training Program on compliance with the Licensing Rules and Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of the Company's obligation to report any noncompliance with the Licensing Rules under paragraph 15 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 thirty (30) calendar days after the date such person becomes a Covered Employee. The Company 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.

15. **Reporting Noncompliance.** The Company shall report any noncompliance with the Licensing Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after the Compliance Officer is notified of or discovers such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that the Company 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 the Company 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, SW, Washington, DC 20554, with a copy submitted electronically to [Maureen.McCarthy@fcc.gov](mailto:Maureen.McCarthy@fcc.gov) and [Ricardo.Durham@fcc.gov](mailto:Ricardo.Durham@fcc.gov).

16. **Compliance Reports.** The Company shall file compliance reports with the Commission one hundred and 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 the Company'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 the Company, stating that the Compliance Officer has personal knowledge that the Company: (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 15 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>18</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of the Company, 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 the Company 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 the Company 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 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Maureen.McCarthy@fcc.gov and Ricardo.Durham@fcc.gov.

17. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 13 through 16 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

18. **Civil Penalty.** The Company will pay a civil penalty to the United States Treasury in the amount of sixty thousand dollars (\$60,000) within thirty (30) calendar days after the Effective Date. The Company shall send electronic notification of payment to Maureen.McCarthy@fcc.gov, Samantha Peoples, at Sam.Peoples@fcc.gov, and Ricardo.Durham@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 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.

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<sup>18</sup> 47 CFR § 1.16.

<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>.



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).

19. **Waivers.** As of the Effective Date, the Company 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. The Company 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 the Company nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Company shall waive any statutory right to a trial *de novo*. The Company 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.

20. **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.

21. **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.

22. **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 the Company does not expressly consent) that provision will be superseded by such Rule or Order.

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

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

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

26. **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.

27. **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 CFR §§ 1.1501-1.1530.

28. **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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Ruth Beyer  
Senior Vice President and General Counsel  
Precision Castparts Corp.

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Date