

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)
)
Nutrien, Ltd.) File No.: EB-IHD-19-00028902
) Acct. No.: 201932080012
Holding Various Licenses in the Wireless Radio) FRN: 0027156629
Services)

ORDER

Adopted: May 31, 2019

Released: May 31, 2019

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) has entered into a Consent Decree to resolve the Commission’s investigation into whether Nutrien Ltd. (Nutrien or the Company),1 violated section 310(d) of the Communications Act of 1934, as amended (Act),2 and section 1.948 of the Commission’s rules (Rules)3 related to the transfer of control of wireless radio licenses prior to receiving Commission approval. These laws ensure that the transfer and assignment of wireless radio authorizations are limited to instances where there has been a prior determination that such a transfer and assignment is in the public’s “interest, convenience, and necessity.”4 To settle this matter, Nutrien admits that it failed to obtain the necessary Commission approval prior to transferring the wireless licenses in question. Nutrien also agrees to implement a compliance plan and to pay the FCC a settlement of \$24,000 in redress.

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 Nutrien’s compliance with the Act5 and the Rules6 pertaining to unauthorized transfers of control and assignment of wireless radio licenses.

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Nutrien’s basic qualifications to hold or obtain any Commission license or authorization.7

1 Any entity that is a “Small Business Concern” as defined in the Small Business Act (Pub. L. 85-536, as amended) may avail itself of rights set forth in that Act, including rights set forth in 15 U.S.C. § 657, “Oversight of Regulatory Enforcement,” in addition to other rights set forth herein.

2 47 U.S.C. § 310(d).

3 47 CFR § 1.948.

4 Supra notes 2-3.

5 47 U.S.C. § 310(d).

6 47 CFR § 1.948.

7 See 47 CFR § 1.93(b).

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act⁸ and the authority delegated by sections 0.111 and 0.311 of the Rules,⁹ the attached Consent Decree **IS ADOPTED**, and its terms incorporated by reference.

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

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 Jeffrey S. Conrad, Assistant General Counsel, Nutrien Ltd., 122 – 1st Avenue South, Suite 500, Saskatoon, SK S7K 7G3, Canada, and Brett Snyder, Esq., Blank/Rome LLP, 1825 Eye Street NW, Washington, D.C. 20006.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

⁸ 47 U.S.C. § 154(i).

⁹ 47 CFR §§ 0.111, 0.311.

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Holding Various Licenses in the Wireless Radio Services)	FRN: 0027156629
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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission (Commission or FCC) and Nutrien Ltd. (Nutrien or the Company),¹⁰ by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether the Company violated section 310(d) of the Communications Act of 1934, as amended (the Act),¹¹ and section 1.948 of the Commission’s rules (Rules),¹² pertaining to unauthorized transfers of control and assignments of licenses in the wireless radio service in connection with the Company’s acquisition of Agrium Inc. (Agrium) and Potash Corporation of Saskatchewan Inc. (Potash). As set forth herein, to resolve this matter Nutrien agrees to implement a compliance plan and pay a \$24,000 civil penalty.

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, 47 U.S.C. § 151 *et seq.*
 - (b) “Adopting Order” means an Order of the Enforcement Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) “Agrium” means Agrium Inc., its U.S. subsidiaries, affiliates, predecessors-in-interest, and successors-in-interest.
 - (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 Nutrien is subject by virtue of its business activities, including but not limited to the Wireless Radio Service Rules.
 - (f) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at Paragraph 14.
 - (g) “Covered Employees” means all employees and agents of the Company who perform, supervise, oversee, or manage the performance of duties that relate to

¹⁰ Any entity that is a “Small Business Concern” as defined in the Small Business Act (Pub. L. 85-536, as amended) may avail itself of rights set forth in that Act, including rights set forth in 15 U.S.C. § 657, “Oversight of Regulatory Enforcement,” in addition to other rights set forth herein.

¹¹ 47 U.S.C. § 310(d).

¹² 47 CFR § 1.948.

Nutrien’s responsibilities under the Communications Laws, including section 310(d) of the Act and section 1.948 of the Rules.

- (h) “Effective Date” means the date on which the Bureau and Nutrien have signed the Consent Decree.
- (i) “Enforcement Bureau” or “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
- (j) “Investigation” means the investigation commenced by the Bureau, in File No. EB-IHD-19-00028902,¹³ into whether Nutrien has complied with certain provisions of the Communications Laws relating to its transfer of station licenses and station equipment.
- (k) “Nutrien” or “Company” means Nutrien Ltd., its U.S. subsidiaries, affiliates, predecessors-in-interest, and successors-in-interest.
- (l) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by Nutrien to implement the Compliance Plan.
- (m) “Parties” means Nutrien and the Bureau, each of which is a “Party.”
- (n) “Potash” means Potash Corporation of Saskatchewan Inc., its U.S. subsidiaries, affiliates, predecessors-in-interest, and successors-in-interest.
- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (p) “Transaction” means the January 1, 2018 action whereby Nutrien acquired all of the issued and outstanding shares of both Agrium and Potash pursuant to a Plan of Arrangement which resulted in the merger of both companies through the transfer of stock to a new company, Nutrien. As a result of the Transaction, the various wireless licensees referenced herein became indirect, wholly owned subsidiaries of Nutrien.
- (q) “Unauthorized Transfer Rules” means section 310(d) of the Act¹⁴ and section 1.948 of the Rules,¹⁵ pertaining to unauthorized transfers of control and assignments of licenses.
- (r) “Wireless Bureau” means the Wireless Telecommunications Bureau of the Commission.
- (s) “Wireless Radio Services” means those radio services as defined in section 1.907 of the Rules.¹⁶

II. BACKGROUND

3. Section 310(d) of the Act provides that “[n]o construction permit or station license, or any rights thereunder, shall 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 permit or license, to any person except upon application to the Commission and upon finding by the Commission

¹³ Formerly File No. EB-IHD-18-00028297.

¹⁴ 47 U.S.C. § 310(d).

¹⁵ 47 CFR § 1.948.

¹⁶ 47 CFR § 1.907.

that the public interest, convenience, and necessity will be served thereby.”¹⁷ Section 1.948 of the Rules similarly requires Commission consent prior to a transfer of control or an assignment of a Commission license.¹⁸

4. Nutrien is a company incorporated under the laws of Canada and publicly traded on the Toronto and New York stock exchanges. The Company was created in 2017 for the purpose of acquiring the outstanding stock of two companies, Agrium and Potash.¹⁹ Agrium and Potash are multi-national retailers of agricultural products and services and wholesale manufacturers and marketers of nutrients for agricultural and industrial markets.²⁰ Both companies control numerous U.S. based subsidiaries,²¹ many of which hold Commission wireless radio licenses. On January 1, 2018, Nutrien acquired all of the issued and outstanding shares of both Agrium and Potash pursuant to a Plan of Arrangement (Transaction),²² resulting in Nutrien’s acquiring ownership and control of both companies, as well as their subsidiaries. Consequently, the FCC wireless radio licenses once held directly or indirectly by the companies thereafter became indirectly controlled by Nutrien.²³ On December 13, 2018,²⁴ and March 15, 2019,²⁵ Nutrien

¹⁷ 47 U.S.C. § 310(d).

¹⁸ 47 CFR § 1.948.

¹⁹ See Company Overview of Nutrien Ltd., <https://www.bloomberg.com/research/stocks/private/snapshot.asp?privcapId=297545>; (Last visited Feb. 25, 2019).

²⁰ See E-mail from Brett Snyder, Counsel for Nutrien, to Gary Oshinsky, Attorney Advisor, Investigations and Hearings Division, Enforcement Bureau, FCC, (Jan. 1, 2019, 14:52 EST) (on file in EB-IHD-18-00028297); E-mail from Brett Snyder, Counsel for Nutrien, to Gary Oshinsky, Attorney Advisor, Investigations and Hearings Division, Enforcement Bureau, FCC (Feb. 27, 2019, 11:12 EST); E-mail from Brett Snyder, Counsel for Nutrien, to Gary Oshinsky, Attorney Advisor, Investigations and Hearings Division, Enforcement Bureau, FCC (May 20, 2019, 11:25 EST) (on file in [EB-IHD-18-00028297](#)) (collectively *Nutrien E-mails*).

²¹ Either directly or indirectly, Agrium owns or controls the following subsidiaries: Agrium U.S. Inc.; Nutrien Ag Solutions, Inc.; Loveland Products Inc.; Platte Chemical Co.; Professional Agronomy Service LLC; Nu-West Industries Inc. and Actagro, LLC. Similarly, Potash owns or controls the following subsidiaries: White Springs Agricultural Chemicals Inc.; PCS Purified Phosphates; PCS Sales (USA), Inc.; PCS Phosphate Company Inc. and PCS Nitrogen Fertilizer L.P.

²² *Nutrien E-mails*.

²³ See Application for Transfer of Control, ULS License No. 0008066101, *et al.*, Description of Transaction and Request for Waiver (Jan. 24, 2018). <https://wireless2.fcc.gov/UlsEntry/attachments/attachmentViewRD.jsp?applType=search&fileKey=273236981&attachmentKey=20291576&attachmentInd=applAttach>; Nutrien filed a second set of remedial applications and waiver requests for its agreement involving Potash. See Application for Transfer of Control, ULS License No. 0008120636, *et al.*, Description of Transaction and Request for Waiver (Mar. 5, 2018); <http://appsint.fcc.gov/UlsEntry/attachments/attachmentViewRD.jsp?applType=search&fileKey=192884137&attachmentKey=20314141&attachmentInd=applAttach>. On May 20, 2019, subsequent to the Transaction, Nutrien filed several additional remedial applications for unauthorized transfer of control and assignment, which were not a part of the original merger agreement. See Applications for Transfer of Control and Assignment, ULS License No. 0008643991, *et al.*, Description of Transaction and Request for Waiver (May. 20, 2019) <http://appsint.fcc.gov/UlsApp/ApplicationSearch/applMain.jsp?applID=11497771> (collectively, *Remedial Applications and Waiver Requests*).

²⁴ This agreement involved the assignment of private land mobile licenses from Schneiders to Nutrien Ag Solutions Inc., a subsidiary of Nutrien. Under the arrangement, Schneiders sold Nutrien certain business locations and facilities for the sale of agricultural products that included the radio facilities related to the subject license. See *Nutrien Emails; Remedial Applications and Waiver Requests*.

²⁵ This agreement involved the transfer of control of private land mobile licenses held by Actagro, LLC, a subsidiary of Actagro, to Nutrien, and occurred as a result of the acquisition of the licensee by Loveland Products, Inc., an indirect, wholly owned subsidiary of Nutrien. See *Nutrien Emails; Remedial Applications and Waiver Requests*.

entered into additional agreements whereby it acquired control of licenses held by Schneiders Milling Inc. (Schneiders) and Actagro Holdings, LLC (Actagro), respectively. According to Nutrien, the management and operations of none of the companies has changed significantly under their new ownership.²⁶ Neither Nutrien, Agrium, Potash, Schneiders nor Actagro filed any applications seeking consent for the transfer of control of any of the Commission licenses prior to consummation.

5. On January 24, 2018, March 5, 2018, and May 20, 2019, Nutrien filed applications seeking post-Transactional approval from the Wireless Bureau, including a waiver request.²⁷ Specifically, Nutrien filed applications with the Wireless Bureau seeking Commission consent, *nunc pro tunc*, to cover the transfers of control of authorizations for the wireless radio licenses effectuated by the merger of the companies.²⁸ In its application filings, Nutrien acknowledged that, “[t]his application seeks post-transaction approval for the transfer of control of private land mobile licenses held by [Agrium and Potash] to Nutrien.”²⁹ The Wireless Bureau subsequently referred the matter to the Enforcement Bureau for investigation.

6. The Investigation revealed that Nutrien completed two separate substantial transfers of control,³⁰ concerning two-hundred and ten wireless radio licenses, without obtaining prior Commission consent,³¹ when it acquired the stock of Agrium and Potash. The two-hundred and ten wireless radio licenses included: two-hundred Industrial/Business Pool, Conventional licenses; three Other Industrial/Land Transportation MHz, Trunked licenses; two Industrial/Business Pool, Trunked licenses;³² two Ship Compulsory Equipped licenses;³³ two Coastal Group licenses;³⁴ and one Aircraft license.³⁵ Additionally, based on Nutrien’s further disclosures, the Enforcement Bureau was notified that the Company acquired, post-Transaction, three licenses, through two additional substantial transfers of control and assignment, including three Industrial/Business Pool, Conventional licenses.³⁶

7. To resolve the Investigation, the Parties now enter into this Consent Decree to ensure Nutrien’s future compliance with all applicable Communications Laws.

III. TERMS OF AGREEMENT

8. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order without change, addition, deletion, or modification.

²⁶ See Nutrien E-mails.

²⁷ See Remedial Applications and Waiver Requests.

²⁸ *Id.*

²⁹ *Id.*

³⁰ A substantial transfer of control is, *inter alia*, a transaction whereby controlling interest in the licensee shifts to a party whose qualifications have not yet been ascertained by the Commission. See *Questions and Answers Regarding Private Wireless Licensees’ Obligations Under Section 310(d) of the Communications Act of 1934*, Fact Sheet (Sept. 19, 2000), 2000 WL 1340584, at *2. By contrast, a pro forma transaction involves a non-substantial change in ownership of the license or the licensee entity where the controlling interest is not acquired or lost. See *id.* at *3.

³¹ *Id.*; Remedial Applications and Waiver Requests.

³² See 47 CFR § 90.35; see also Nutrien E-mails.

³³ See 47 CFR § 80.5; see also Nutrien E-mails.

³⁴ See *id.*

³⁵ See 47 CFR § 87.18; see also Nutrien E-mails.

³⁶ See 47 CFR § 90.35; Nutrien Emails, Remedial Applications and Waiver Requests.

9. **Jurisdiction.** The Company agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and that the Bureau has the authority to enter into and adopt this Consent Decree.

10. **Effective Date.** 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 take any action on its own motion against the Company with respect to the Company's basic qualifications, including its character qualifications, to be a Commission licensee or hold Commission licenses or authorizations.³⁷

12. **Admission of Liability.** Nutrien admits, for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of Paragraph 11 (Termination of Investigation) herein, that its actions described in Paragraphs 4 through 6 of this Consent Decree violated the Unauthorized Transfer 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, 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 or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Unauthorized Transfer Rules prior to assuming his or her duties.

14. **Compliance Plan.** For purposes of settling the matters set forth herein, the Company, within sixty (60) calendar days after the Effective Date, shall develop and implement the measures described below, if not already in place, to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Unauthorized Transfer Rules, including with regard to transfers of control and assignments of wireless licenses as the result of corporate acquisitions or asset transfers, the Company will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) 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 Unauthorized Transfer Rules. The Company's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Company complies with the Unauthorized Transfer Rules. The Company shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Unauthorized Transfer Rules.

³⁷ See 47 CFR § 1.93(b).

- (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 Communications Laws that apply to the Company, including the Unauthorized Transfer Rules, and shall set forth the Operating Procedures that Covered Employees shall follow to help ensure the Company's compliance with the Unauthorized Transfer Rules, including procedures required as a result of corporate acquisitions or asset transfers. 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.** Within sixty (60) calendar days after the Effective Date, the Company shall establish and implement a Compliance Training Program on compliance with the Communications Laws, including the Unauthorized Transfer Rules, and the 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 Communications Laws, including the Unauthorized Transfer 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 one hundred twenty (120) 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 Communications Laws, the Unauthorized Transfer Rules, and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that the Company has taken or will take to address 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, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, Kenneth M. Scheibel, Jr., at Kenneth.Scheibel@fcc.gov, and Gary Oshinsky at Gary.Oshinsky@fcc.gov.

16. **Compliance Reports.** The Company 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 the Company's efforts during the relevant period to comply with the terms and conditions of this Consent Decree, the Communications Laws, and the Unauthorized Transfer Rules, including with regard to transfers of control and assignments of wireless licenses as the result of corporate acquisitions or asset transfers. 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.³⁸
- (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 address 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, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, Kenneth M. Scheibel, Jr., at Kenneth.Scheibel@fcc.gov, and Gary Oshinsky at Gary.Oshinsky@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 payment to the United States Treasury in the amount of Twenty-Four Thousand Dollars (\$24,000) within thirty (30) calendar days after the Effective Date. The Company shall send electronic notification of payment to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, Kenneth M. Scheibel, Jr., at Kenneth.Scheibel@fcc.gov and Gary Oshinsky at Gary.Oshinsky@fcc.gov on the date said payment is made. The payment must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment system),³⁹ or by wire transfer. The Commission no longer accepts civil penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:⁴⁰

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters "FORF" in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).⁴¹ For

³⁸ 47 CFR § 1.16.

³⁹ Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

⁴⁰ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

⁴¹ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.

- Payment by credit card must be made by using the Commission's Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by credit card, log-in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu, and select the bill number associated with the NAL Account—the bill number is the NAL Account number with the first two digits excluded—and then choose the "Pay by Credit Card" option. Please note that there is a \$24,999.99-dollar limitation on credit card transactions.
- Payment by ACH must be made by using the Commission's Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu and then select the bill number associated to the NAL Account—the bill number is the NAL Account number with the first two digits excluded—and choose the "Pay from Bank Account" option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

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 they may otherwise have under the Equal Access to Justice Act⁴² 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.

⁴² See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

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 and that each person signing this Consent Decree on behalf of a Party is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

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.

Rosemary C. Harold
Chief
Enforcement Bureau

Date

Jeffrey S. Conrad
Assistant General Counsel
Nutrien Ltd.

Date