

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
Cleveland-Cliffs Inc.)
Holding Various Licenses in the Wireless Radio)
Services)
File No.: EB-IHD-21-00032275
CD Acct. No.: 202232080011
FRN: 0030126932

ORDER

Adopted: October 19, 2022

Released: October 19, 2022

By the Acting Chief, Enforcement Bureau:

1. The Enforcement Bureau of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether Cleveland-Cliffs Inc. (Cleveland-Cliffs) violated the Communications Act of 1934, as amended (Act), and the Commission’s rules. These violations pertain to unauthorized transfers of control and assignments of licenses in the wireless radio services in connection with Cleveland-Cliffs’ acquisitions of AK Steel Holding Corporation and ArcelorMittal USA LLC. To settle this matter, Cleveland-Cliffs agrees to implement a compliance plan and pay a \$50,000 civil penalty. This resolution reinforces the Commission’s commitment to ensuring that the transfer and assignment of wireless authorizations is limited to instances where the Commission has determined that the transfer or assignment is in the public interest, convenience, and necessity.

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 Cleveland-Cliffs’ compliance with section 310(d) of the Act¹ and section 1.948 of the Commission’s rules² pertaining to unauthorized transfers of control and assignments of licenses.

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

4. Accordingly, IT IS ORDERED that, pursuant to section 4(i) of the Act⁴ and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules,⁵ the attached Consent Decree IS ADOPTED and its terms incorporated by reference.

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

¹ 47 U.S.C. § 310(d).

² 47 CFR § 1.948.

³ See 47 CFR § 1.93(b).

⁴ 47 U.S.C. § 154(i).

⁵ 47 CFR §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by e-mail to James D. Graham, Executive Vice President, Human Resources, Chief Legal and Administrative Officer & Secretary, Cleveland-Cliffs Inc., at james.graham@clevelandcliffs.com and to Bruce A. Olcott, Esquire, Jones Day, counsel for Cleveland-Cliffs Inc., at bolcott@jonesday.com.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal
Acting Chief
Enforcement Bureau

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In the Matter of)
Cleveland-Cliffs Inc.) File No.: EB-IHD-21-00032275
Holding Various Licenses in the Wireless Radio) CD Acct. No.: 202232080011
Services) FRN: 0030126932

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Cleveland-Cliffs Inc. (Cleveland-Cliffs), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Cleveland-Cliffs violated section 310(d) of the Communications Act of 1934, as amended,6 and section 1.948 of the Commission’s rules.7 The violations pertain to unauthorized transfers of control and assignments of licenses in the wireless radio services in connection with Cleveland-Cliffs’ acquisitions of AK Steel Holding Corporation and ArcelorMittal USA LLC. To resolve this matter, Cleveland-Cliffs agrees to implement a compliance plan and to pay a \$50,000 civil penalty. This resolution reinforces the Commission’s commitment to ensuring that the transfer and assignment of wireless authorizations is limited to instances where the Commission has determined that such a transfer or assignment is in the public interest, convenience, and necessity.

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.8
(b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) “AK Steel” means AK Steel Holding Corporation.
(d) “AK Steel Remedial Applications and Waiver Requests” means Applications for Transfer of Control, ULS File Nos. 0009320353, 0009320414, 0009320470, 0009320549, 0009320379, 0009320393, 0009320582, 0010024403.
(e) “ArcelorMittal USA” means ArcelorMittal USA LLC.
(f) “ArcelorMittal USA Remedial Applications and Waiver Requests” means Applications for Transfer of Control, ULS File Nos. 0009565988, 0009566021.
(g) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(h) “CD Acct. No.” means account number 202232080011, associated with payment obligations described in paragraph 22 of this Consent Decree.
(i) “Cleveland-Cliffs” means Cleveland-Cliffs Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

6 47 U.S.C. § 310(d).

7 47 CFR § 1.948.

8 47 U.S.C. § 151 et seq.

- (j) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
- (k) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Cleveland-Cliffs is subject by virtue of its business activities, including but not limited to, the Unauthorized Transfer Laws.
- (l) “Compliance Officer” means the individual designated at paragraph 17 of this Consent Decree as the person responsible for administration of the Compliance Plan.
- (m) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 18.
- (n) “Covered Employees” means all employees and agents of Cleveland-Cliffs who perform, supervise, oversee, or manage the performance of, duties that relate to Cleveland-Cliffs’ responsibilities under the Communications Laws, including the Unauthorized Transfer Laws.
- (o) “Effective Date” means the date by which both the Bureau and Cleveland-Cliffs have signed the Consent Decree and the Bureau has released an Adopting Order.
- (p) “Investigation” means the investigation commenced by the Bureau in EB-IHD-21-00032275 regarding whether Cleveland-Cliffs violated the Unauthorized Transfer Laws.
- (q) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Cleveland-Cliffs to implement the Compliance Plan.
- (r) “Parties” means Cleveland-Cliffs and the Bureau, each of which is a “Party.”
- (s) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (t) “ULS” means the Commission’s Universal Licensing System.
- (u) “Unauthorized Transfer Laws” means section 310(d) of the Act,⁹ and section 1.948 of the Rules,¹⁰ pertaining to the unauthorized transfers of control and assignments of licenses.

II. BACKGROUND

3. *Legal Framework.* The Commission’s consent is required prior to any transfer of control of a Commission permit or license. In this regard, section 310(d) of the Act provides that:

No 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 that the public interest, convenience, and necessity will be served thereby.¹¹

4. Section 1.948 of the Rules similarly requires that applicants seek and receive Commission consent prior to the transfer of a licensee’s control or assignment of a Commission license.¹²

⁹ 47 U.S.C. § 310(d).

¹⁰ 47 CFR § 1.948.

¹¹ 47 U.S.C. § 310(d).

¹² 47 CFR § 1.948.

Section 1.948 of the Rules also provides that in the case of a transfer of control of a wireless license, the licensee must file an FCC Form 603 to seek prior approval of the transfer.¹³

5. *Factual Background.* Cleveland-Cliffs is a publicly traded Ohio corporation.¹⁴ Cleveland-Cliffs' core businesses include iron ore mining and steelmaking.¹⁵

6. In 2020, Cleveland-Cliffs acquired two steel companies in the United States,¹⁶ AK Steel and ArcelorMittal USA, both of which owned and controlled various FCC wireless licenses. On March 13, 2020, Cleveland-Cliffs completed the acquisition of AK Steel, including its subsidiaries.¹⁷ The transfer of control of AK Steel and its subsidiaries was consummated by the parties without first securing Commission approval,¹⁸ resulting in Cleveland-Cliffs' transfer of 57 wireless licenses without obtaining the required prior Commission approvals.¹⁹

7. On December 7, 2020 and April 27, 2022, Cleveland-Cliffs filed remedial applications with the Commission, seeking approval of the transfers associated with the AK Steel transaction.²⁰ Those applications also included requests for waivers of section 1.948 of the Rules seeking Commission approval of the transfer of control of the licenses.²¹

8. On December 9, 2020, Cleveland-Cliffs acquired substantially all of ArcelorMittal USA's operations.²² In connection with that acquisition, the parties previously sought, and the Commission approved, the transfer of control of certain licenses.²³ The parties, however, subsequently

¹³ *FCC Application for Assignments of Authorization or Transfers of Control: Wireless Telecommunications Bureau and Public Safety Homeland Security Bureau*, FCC Form 603 (2022).

¹⁴ See Response to Letter of Inquiry, from Bruce A. Olcott, Jones Day, Counsel for Cleveland-Cliffs Inc., to Christopher J. Sova, Deputy Chief, Investigations and Hearings Division, FCC Enforcement Bureau, at 1, Response to Question 1 (Oct. 22, 2021) (on file in EB-IHD-21-00032275) (LOI Response).

¹⁵ See Cleveland-Cliffs Inc., *About*, <https://www.clevelandcliffs.com/about> (last visited May 17, 2022).

¹⁶ *Id.*

¹⁷ See AK Steel Remedial Applications and Waiver Requests at Exh. 1, LOI Response at 2, Response to Question 1.

¹⁸ See AK Steel Remedial Applications and Waiver Requests at Exh. 1, LOI Response at 5, Response to Question 7 (failure to obtain Commission consent prior to the transfer of control of AK Steel to Cleveland-Cliffs resulted from the fact that, during the due diligence process for the transaction, the seller did not disclose that it held radio licenses that required the FCC's prior approval to transfer).

¹⁹ See AK Steel Remedial Applications and Waiver Requests at Exh. 1, LOI Response at 5, Response to Question 7.

²⁰ See AK Steel Remedial Applications and Waiver Requests. On December 7, 2020, the parties submitted seven transfer of control applications along with requests for waiver of section 1.948 of the Rules. See AK Steel Remedial Applications and Waiver Requests, ULS File Nos. 0009320353, 0009320414, 0009320470, 0009320549, 0009320379, 0009320393, 0009320582. Since then, however, AK Steel officials identified an additional FCC call sign held by the company that was secured using a different federal registration number (FRN) and an incorrect variation of the company's business name. Thus, on April 27, 2022, the parties filed an application and waiver request to seek belated approval for the transfer of control of this additional call sign. See AK Steel Remedial Application and Waiver Request, ULS File No. 0010024403.

²¹ See AK Steel Remedial Applications and Waiver Requests at Exh. 1.

²² See ArcelorMittal USA Remedial Applications and Waiver Requests at Request for Waiver, LOI Response at 2, Response to Question 1, and LOI Response at 5, Response to Question 7.

²³ See ArcelorMittal USA Remedial Applications and Waiver Requests at Request for Waiver, LOI Response at 6, Response to Question 7.

determined that two FCC wireless licenses (call signs WQHT671 and WPQJ408) had been overlooked.²⁴ Those two licenses were transferred without obtaining the required prior Commission approvals.²⁵

9. On May 26, 2021, Cleveland-Cliffs filed two remedial applications with the Commission, seeking approval of the transfers of the FCC licenses for call signs WQHT671 and WPQJ408 associated with the ArcelorMittal USA transaction.²⁶ Those applications also included requests for waivers of section 1.948 of the Rules seeking Commission approval of the transfer of control of the licenses.²⁷

10. The Bureau's Investigation revealed that, in all, Cleveland-Cliffs and its subsidiaries completed six substantial transfers of control affecting 59 licenses held directly or indirectly by AK Steel and ArcelorMittal USA under six licensee names²⁸ without first obtaining prior Commission consent.

11. To resolve the Bureau's Investigation, the Parties now enter into this Consent Decree pursuant to which Cleveland-Cliffs shall develop and implement a compliance plan to ensure its future compliance with the Unauthorized Transfer Laws and shall pay a civil monetary penalty.

III. TERMS OF AGREEMENT

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

13. **Jurisdiction.** Cleveland-Cliffs 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.

14. **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.

15. **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, Cleveland-Cliffs 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 any new proceeding on its own motion against Cleveland-Cliffs concerning the matters that were the subject of the Investigation, or to set for

²⁴ See ArcelorMittal USA Remedial Applications and Waiver Requests at Request for Waiver, LOI Response at 6, Response to Question 7 (WQHT671 had been secured in 2007 through a third-party radio installation company using a separate federal registration number (FRN) covering the operation of a single overhead crane in a steel manufacturing plant in New Carlisle, Indiana; WPQJ408 was secured by a third-party radio installation company on behalf of another ArcelorMittal USA subsidiary and authorized the use of radios at a manufacturing plant in Columbus, Ohio, that was not in use at the time of the transaction).

²⁵ See *id.*

²⁶ See ArcelorMittal USA Remedial Applications and Waiver Requests.

²⁷ *Id.* at Request for Waiver.

²⁸ A substantial assignment or transfer of control is "(1) a transaction involving the assignment of an FCC license to an entity that is not controlled by the same parties as the assignor or a change in controlling ownership interest of the licensee-entity (known as 'de jure' assignment or transfer of control), or (2) a change in actual operating control of the licensee (known as a 'de facto' transfer of control)." See *Questions and Answers Regarding Private Wireless Licensees' Obligations Under Section 310(d) of the Communications Act of 1934*, Fact Sheet, 2000 WL 1340584, at *2 (EB-IHD WTB-PS & Priv.W Sept. 19, 2000). 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.

hearing the question of Cleveland-Cliffs' basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.²⁹

16. **Admission of Liability.** Cleveland-Cliffs admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 15 herein, that its actions described in paragraphs 6 and 8 of this Consent Decree violated the Unauthorized Transfer Laws.

17. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Cleveland-Cliffs 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 Cleveland-Cliffs 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 Laws prior to assuming his/her duties.

18. **Compliance Plan.** For purposes of settling the matters set forth herein, Cleveland-Cliffs 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 Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Unauthorized Transfer Laws, Cleveland-Cliffs will implement, at a minimum, the following procedures:

- (a) **Consultation with Counsel.** Cleveland-Cliffs shall consult with outside counsel with specific knowledge of the Unauthorized Transfer Laws and general knowledge of the Communications Laws regarding its overall compliance with the Unauthorized Transfer Laws, including review by such counsel of all mergers and acquisitions, FCC license transfers, assignments, and transfers of control, the Compliance Plan, and all Compliance and Noncompliance Reports. Cleveland-Cliffs shall in consultation with such counsel create and implement the Compliance Plan, Operating Procedures, Compliance Manual, and Compliance Training Program, as required by this paragraph 18.
- (b) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, Cleveland-Cliffs shall establish Operating Procedures that all Covered Employees must follow to help ensure Cleveland-Cliffs' compliance with the Unauthorized Transfer Laws. Cleveland-Cliffs' Operating Procedures shall include internal procedures and policies specifically designed to ensure that Cleveland-Cliffs complies with the Unauthorized Transfer Laws. Cleveland-Cliffs shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Unauthorized Transfer Laws. With regard to any mergers and acquisitions, and/or disposition of any assets or entities involving FCC licenses, Cleveland-Cliffs will include in its standard due diligence checklist a review for FCC licenses, filing of necessary FCC applications, consultation with outside counsel at least thirty (30) days prior to closing any such transaction, and confirmation that it has received FCC consent to transfer or assign FCC licenses prior to closing the transaction.
- (c) **License Inventory.** Cleveland-Cliffs shall conduct an inventory of its FCC licenses during the term of this Consent Decree (as set forth in paragraph 21 herein) in each Compliance Report period (as set forth in paragraph 20 herein), beginning with the Compliance Report due twelve (12) months after the Effective Date to ensure compliance with the Operating Procedures and reporting noncompliance.

²⁹ See 47 CFR § 1.93(b).

Cleveland-Cliffs shall consult with outside counsel with specific knowledge of the Unauthorized Transfer Laws and general knowledge of the Communications Laws concerning the inventory, including review of the results and inventory by such counsel.

- (d) **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 Unauthorized Transfer Laws and set forth the Operating Procedures that Covered Employees shall follow to help ensure Cleveland-Cliffs' compliance with the Unauthorized Transfer Laws. Cleveland-Cliffs shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Cleveland-Cliffs shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (e) **Compliance Training Program.** Cleveland-Cliffs shall establish and implement a Compliance Training Program on compliance with the Unauthorized Transfer Laws and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Cleveland-Cliffs' obligation to report any noncompliance with the Unauthorized Transfer Laws under paragraph 19 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. Cleveland-Cliffs 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.

19. **Reporting Noncompliance.** Cleveland-Cliffs shall report any noncompliance with the Unauthorized Transfer Laws 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 Cleveland-Cliffs 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 Cleveland-Cliffs 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, 45 L Street, NE, Washington, D.C. 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, Frederick W. Giroux at Frederick.Giroux@fcc.gov and Melissa A. Marshall at Melissa.Marshall@fcc.gov.

20. **Compliance Reports.** Cleveland-Cliffs 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 Cleveland-Cliffs' efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Unauthorized Transfer Laws. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Cleveland-Cliffs, stating that the Compliance Officer has personal knowledge that Cleveland-Cliffs: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; (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 19 of this Consent Decree; and (iv) has had outside counsel with specific knowledge of the Unauthorized Transfer Laws and general knowledge of the Communications Laws review this Compliance Report.

- (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.³⁰
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Cleveland-Cliffs, 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 Cleveland-Cliffs 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 Cleveland-Cliffs 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, 45 L Street, NE, Washington, D.C. 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, Frederick W. Giroux at Frederick.Giroux@fcc.gov, and Melissa A. Marshall at Melissa.Marshall@fcc.gov.

21. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 17 through 20 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

22. **Civil Penalty.** Cleveland-Cliffs will pay a civil penalty to the United States Treasury in the amount of fifty thousand dollars (\$50,000) within thirty (30) calendar days of the Effective Date. Cleveland-Cliffs acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).³¹ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Cleveland-Cliffs shall send electronic notification of payment to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, Frederick W. Giroux at Frederick.Giroux@fcc.gov, and Melissa A. Marshall at Melissa.Marshall@fcc.gov on the date said payment is made. Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. 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:³²

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. In the OBI field, enter the FRN(s) captioned above and the letters "FORF". In addition, a completed Form 159³³ or printed CORES form³⁴ 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 or CORES may result in payment not being

³⁰ 47 CFR § 1.16.

³¹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

³² For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #1).

³³ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

³⁴ Information completed using the Commission's Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/cores/userLogin.do>.

recognized as having been received. When completing FCC Form 159 or CORES, 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).³⁵ For 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 Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, 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.

23. **Event of Default.** Cleveland-Cliffs agrees that an Event of Default shall occur upon the failure by Cleveland-Cliffs to pay the full amount of the Civil Penalty on or before the due date specified in this Consent Decree.

24. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys’ fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Cleveland-Cliffs.

25. **Waivers.** As of the Effective Date, Cleveland-Cliffs 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. Cleveland-Cliffs 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 Cleveland-Cliffs nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Cleveland-Cliffs shall waive any statutory right to a trial *de novo*. Cleveland-Cliffs hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act³⁶ relating to the matters addressed in this Consent Decree.

26. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall

³⁵ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

³⁶ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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.

27. **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.

28. **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 Cleveland-Cliffs does not expressly consent) that provision will be superseded by such Rule or order.

29. **Successors and Assigns.** Cleveland-Cliffs agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

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

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

32. **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.

33. **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.

34. **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.

Loyaan A. Egal
Acting Chief
Enforcement Bureau

Date

James D. Graham
Executive Vice President, Human Resources, Chief Legal and Administrative Officer & Secretary
Cleveland-Cliffs Inc.

Date