

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

In the Matter of

GCI Communication Corp.

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File No.: EB-IHD-24-00037205
CD Acct. No.: 202532080008
FRN: 0001568880

ORDER

Adopted: August 8, 2025**Released: August 8, 2025**

By the Acting Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (FCC or Commission) has entered into a Consent Decree to resolve its investigation into whether GCI Communication Corp. (GCICC or Company) violated section 34 of the Cable Landing License Act of 1921 and section 1.767 of the Commission's rules in connection with the expiration of the Company's cable landing license for the Alaska United East submarine cable system. An entity that fails to obtain Commission authorization to operate a submarine cable system can operate outside of the Commission's oversight and circumvent the Commission's rules and the Cable Landing License Act. To settle this matter, GCICC will implement a compliance plan and will pay a \$10,000 voluntary contribution.

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 GCICC's compliance with section 34 of the Cable Landing License Act of 1921 and section 1.767 of the Commission's rules.¹

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of GCICC's basic qualifications to hold or obtain any Commission license or authorization.²

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4 of the Act, 47 U.S.C. § 154, and the authority delegated by sections 0.111 and 0.311 of the Commission's rules, 47 CFR §§ 0.111, 0.311, 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 Chris Nierman, Vice President and Senior Counsel, Federal Affairs, GCI Communication Corp., 1900 L Street NW, Suite 700, Washington, D.C. 20036, and John Nakahata, Kent Bressie, Stephen Miller, and Colleen Sechrest, Counsel for GCI Communication Corp., 1919 M Street NW, Suite 800, Washington, D.C. 20036.

¹ 47 U.S.C. § 34; 47 CFR § 1.767.

² See 47 CFR § 1.93(b).

FEDERAL COMMUNICATIONS COMMISSION

Patrick Webre
Acting Chief
Enforcement Bureau

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File No.: EB-IHD-24-00037205
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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and GCI Communication Corp. (GCICC or Company), 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 34 of the Cable Landing License Act of 1921 and section 1.767 of the Commission's rules in connection with the expiration of its cable landing license for the Alaska United East submarine cable system. To resolve this matter, GCICC agrees to implement a compliance plan and pay a \$10,000 voluntary contribution.

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.¹
 - (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) "AU-East Cable System" means the Alaska United East submarine cable system (Original File No. SCL-97-003; File Nos. SCL-LIC-19961205-00615, SCL-LIC-19980602-00008, SCL-MOD-20020409-00018, SCL-MOD-20020409-00019).
 - (a) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
 - (b) "Cable Landing License Rules" means 47 CFR § 1.767 and 47 U.S.C. § 34.
 - (c) "CD Acct No." means account number 202532080008, associated with payment obligations described in paragraph 17 of this Consent Decree.
 - (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 GCICC is subject by virtue of its business activities, including but not limited to the Cable Landing License Rules.
 - (f) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 12.
 - (g) "Covered Employees" means all employees and agents of GCICC who perform, supervise, oversee, or manage the performance of, duties that relate to GCICC's responsibilities under the Cable Landing License Rules.

¹ 47 U.S.C. § 151 *et seq.*

- (h) “Effective Date” means the date by which both the Bureau and GCICC have signed the Consent Decree and the Bureau has released an Adopting Order.
- (i) “Investigation” means the investigation commenced by the Bureau in EB-IHD-24-00037205 regarding whether GCICC violated the Cable Landing License Rules.
- (j) “Operating Procedures” means the standard internal operating procedures and compliance policies established by GCICC to implement the Compliance Plan.
- (k) “Parties” means GCICC and the Bureau, each of which is a “Party.”
- (l) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (m) “GCICC” or “Company” means GCI Communication Corp. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

II. BACKGROUND

3. Under the Cable Landing License Act of 1921, a person is prohibited from landing or operating in the United States “any submarine cable directly or indirectly connecting the United States with any foreign country, or connecting one portion of the United States with any other portion thereof, unless a written license to land or operate such cable has been issued by the President of the United States.”² The Commission has been delegated the President’s authority under the Cable Landing License Act.³

4. Cable landing licenses are subject to all Commission rules and regulations including certain routine conditions.⁴ Under the Commission’s rules, an entity must submit an application for a license to operate a submarine cable system that connects to the United States.⁵ An entity must file a separate application “with respect to each individual cable system for which a license is requested or a modification of the cable system, renewal, or extension of an existing license is requested.”⁶ Once an application is granted, cable landing licenses have a term of 25 years from the in-service date of the cable system.⁷ Absent a timely application to renew or extend the license, all rights granted under a cable landing license automatically terminate upon expiration.⁸

5. GCICC is an Alaskan corporation headquartered in Anchorage and incorporated on May 23, 1990. On November 7, 1997, the Commission granted GCICC a cable landing license to land and operate a non-common carrier submarine fiber optic cable system that was originally called the “Alaska United Cable System,” now referred to as the AU-East Cable System. The cable system connects several landing points in Alaska, including Juneau, Valdez, and Whittier, Alaska, to Norma Beach, Washington. The license for the AU-East Cable System was granted subject to all Commission rules and regulations with an effective term of 25 years from the date the cable system was placed into service. The AU-East Cable System went into service on February 1, 1999. The cable landing license expired on February 1, 2024. Upon expiration, all rights granted under the license automatically terminated. When the license for the AU-East Cable System expired, the Company continued to operate the cable system without

² 47 U.S.C. § 34. This prohibition does not apply to cables that are wholly within the continental United States, including both terminals. *Id.*

³ See Exec. Ord. No. 10530 § 5(a) (May 10, 1954), reprinted as amended in 3 U.S.C. § 301; *see also* 47 CFR § 0.405(b).

⁴ 47 CFR § 1.767(g)(1)(i); *see also id.* § 1.767(a)(9).

⁵ *Id.* § 1.767(a).

⁶ *Id.* § 1.767(e).

⁷ *Id.* § 1.767(g)(15).

⁸ *Id.*

Commission authorization until it obtained Special Temporary Authority (STA).

6. On June 26, 2024, GCICC filed an application for an STA to operate the AU-East Cable System pending submission of its cable landing license application. On August 15, 2024, the Company filed an application to for a new cable landing license for the AU-East Cable System. On September 11, 2024, the Commission granted the Company's STA request which expired on March 10, 2025. On February 26, 2025, the Commission granted the Company's application for a new cable landing license for the AU-East Cable System (File No. SCL-LIC-20240815-00036). This new license will expire on February 26, 2050.

III. TERMS OF AGREEMENT

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

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

9. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

10. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, GCICC 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 GCICC concerning the matters that were the subject of the Investigation, or to set for hearing the question of GCICC's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.⁹

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, GCICC 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 GCICC 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 Cable Landing License Rules prior to assuming his/her duties.

12. **Compliance Plan.** For purposes of settling the matters set forth herein, GCICC 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 Cable Landing License Rules and with the terms and conditions of this Consent Decree. With respect to the Cable Landing License Rules, GCICC will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, GCICC shall establish Operating Procedures that all Covered Employees must follow to help ensure GCICC's compliance with the Cable Landing License Rules. GCICC's Operating Procedures shall include internal procedures and policies specifically designed to ensure that all of the Company's obligations under the Cable Landing License Rules are met. GCICC shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Cable Landing License Rules.

⁹ See *id.* § 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 Cable Landing License Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure GCICC's compliance with the Cable Landing License Rules. GCICC shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. GCICC shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** GCICC shall establish and implement a Compliance Training Program on compliance with the Cable Landing License Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of GCICC's obligation to report any noncompliance with the Cable Landing License Rules under paragraph 13 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 sixty (60) 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. GCICC 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.

13. **Reporting Noncompliance.** GCICC shall report any noncompliance with the Cable Landing License 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 GCICC 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 GCICC has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Investigations and Hearings Division of the Bureau at IHDTelecom@fcc.gov.

14. **Compliance Reports.** GCICC shall file compliance reports with the Commission ninety (90) 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 GCICC's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Cable Landing License Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of GCICC, stating that the Compliance Officer has personal knowledge that GCICC: (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 13 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.¹⁰

¹⁰ 47 CFR § 1.16.

- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of GCICC, 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 GCICC 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 GCICC 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 Investigations and Hearings Division of the Bureau.

15. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 11 through 14 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

16. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to section 208 of the Act¹¹ against GCICC or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by GCICC with the Communications Laws.

17. **Voluntary Contribution.** GCICC will pay a Voluntary Contribution to the United States Treasury in the amount of ten thousand dollars (\$10,000) within thirty (30) calendar days of the Effective Date. GCICC acknowledges and agrees that upon execution of this Consent Decree, the Voluntary Contribution shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).¹² Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. GCICC shall send electronic notification of payment to IHDTelecom@fcc.gov on the date said payment is made. Payment of the Voluntary Contribution must be made by credit card using the Commission's Registration System (CORES) at <https://apps.fcc.gov/core/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. The Commission no longer accepts Voluntary Contribution payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:¹³

- 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 159¹⁴ or printed CORES form¹⁵ 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 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

¹¹ 47 U.S.C. § 208.

¹² Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹³ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

¹⁴ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

¹⁵ 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/core/userLogin.do>.

(Payor FRN).¹⁶ 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 CORES at <https://apps.fcc.gov/core/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 CORES at <https://apps.fcc.gov/core/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.

18. **Event of Default.** GCICC agrees that an Event of Default shall occur upon the failure by GCICC to pay the full amount of the Voluntary Contribution on or before the due date specified in this Consent Decree.

19. **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 Voluntary Contribution 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 Voluntary Contribution, 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 GCICC.

20. **Waivers.** As of the Effective Date, GCICC 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. GCICC 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 GCICC nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and GCICC shall waive any statutory right to a trial *de novo*. GCICC hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act¹⁷ relating to the matters addressed in this Consent Decree.

21. **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

¹⁶ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

¹⁷ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

Parties shall be construed and enforced accordingly.

22. **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.

23. **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 GCICC does not expressly consent) that provision will be superseded by such Rule or order.

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

25. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding regarding any compliance or noncompliance with the requirements of the Communications Laws.

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

27. **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.

28. **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.

29. **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.

Patrick Webre
Acting Chief
Enforcement Bureau

Date

Chris Nierman
Vice President and Senior Counsel, Federal Affairs
GCI Communication Corp.

Date