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

In the Matter of	)	
	)	
Rogers Communications, Inc.	)	File No.: EB-IHD-25-00038897
	)	CD Acct. No.: 202632080007
	)	FRN: 0013554605
	)	
	)	
	)	

ORDER

Adopted: August 31, 2026 **Released: August 31, 2026**

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether Rogers Communications, Inc. (Rogers) 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 AmeriCan-1 Cable System. To settle this matter, Rogers admits to the facts underlying the investigation as set forth in the Consent Decree, will implement a compliance plan, and will pay an equal share of a $45,000 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 Rogers's compliance with section 34 of the Cable Landing License Act of 1921[1] and section 1.767 of the Commission's rules (Rules).[2]

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Rogers's 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 Act, 47 U.S.C. § 154(i), 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** in accordance with the terms of the attached Consent Decree**.**

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[1] 47 U.S.C. § 34.

[2] 47 CFR § 1.767.

[3] *See id.* § 1.93(b).

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 Marisa Wyse, Chief Legal Officer and Corporate Secretary, Rogers Communications, Inc., 333 Bloor St E, Toronto, Ontario, M4W 1G9, Canada, and Soraya Mohamed, Counsel for Rogers, Davis Wright Tremaine LLP, 1301 K Street NW, Suite 500 East, Washington, DC 20005.

FEDERAL COMMUNICATIONS COMMISSION

Patrick Webre
Chief
Enforcement Bureau

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CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (FCC or Commission) and Rogers Communications, Inc. (Rogers or the 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 AmeriCan-1 Cable System. To resolve this matter, the Company agrees to implement a compliance plan and pay—together with Zayo Group, LLC (Zayo); Ledcor Industries (USA) Inc. (Ledcor); and Marine Cable Corporation (Marine Cable)—an equal share of a $45,000 total 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.[4]

(b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.

(c) "AmeriCan-1 Cable System" refers to the cable system granted in *Fonorola Fiber Development Inc., Ledcor Industries Inc.*, Cable Landing License, 13 FCC Rcd 15663 (1998) (original File No. SCL-98-001; new File No. SCL-LIC-19980123-00002).

(d) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.

(e) "Cable Landing License Rules" means 47 CFR §§ 1.767, 1.70000 – 1.70024[5], and 47 U.S.C. § 34.

(f) "CD Acct No." means account number 202632080007, associated with payment obligations described in paragraph 18 of this Consent Decree.

(g) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.

(h) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which the Company is subject by virtue of their business activities, including but not limited to the Cable

[4] 47 U.S.C. § 151 *et seq.*

[5] Review of Submarine Cable Landing License Rules and Procedures to Access Evolving National Security, Law Enforcement, Foreign Policy, and Trade Policy Risks, 90 Fed. Reg. 48648 (Oct. 27, 2025).

Landing License Rules.

(i) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 14.

(j) "Covered Employees" means all employees and agents of the Company who perform, supervise, oversee, or manage the performance of, duties that relate to the Company's responsibilities under the Cable Landing License Rules, but shall not include third-party vendors that are not subject to or responsible for compliance with the Cable Landing License Rules.

(k) "Effective Date" means the date by which both the Bureau and the Company have signed the Consent Decree and the Bureau has released an Adopting Order.

(l) "FRN" means FCC Registration Number.

(m) "Investigation" means the investigation commenced by the Bureau in EB-IHD-25-00038897 regarding whether the Company violated the Cable Landing License Rules.

(n) "Operating Procedures" means the standard internal operating procedures and compliance policies established by the Company to implement the Compliance Plan.

(o) "Parties" means the Company and the Bureau, each of which is a "Party."

(p) "Rogers" or "Company" means Rogers Communications, Inc. and its subsidiaries, predecessors-in-interest, and successors-in-interest.

(q) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

3. *Legal Background*. 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."[6] The Commission has been delegated the President's authority under the Cable Landing License Act.[7]

4. Cable landing licenses are subject to all Commission rules and regulations including certain routine conditions.[8] 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.[9] 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."[10] Once an application is granted, cable landing licenses have a term of 25 years from the in-service date of the cable system.[11] Absent a timely application to renew or extend the license, all rights granted under a cable landing license automatically terminate upon expiration.[12]

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[6] 47 U.S.C. § 34. This prohibition does not apply to cables that are wholly within the continental United States, including both terminals. *Id*.

[7] *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).

[8] 47 CFR § 1.70007; *see also id*. § 1.767(a)(9), (g).

[9] *Id*. § 1.767(a).

[10] *Id*. § 1.767(e).

[11] *Id*. § 1.767(g)(15).

[12] *Id*.

5. *Factual Background*. In 1998, Ledcor and Fonorola Fiber Development, Inc. (Fonorola) originally collaborated to build the AmeriCan-1 Cable System, which runs between Seattle, Washington in the U.S. and Vancouver, British Columbia in Canada. That same year, Bell Canada and MetroNet Fiber US, Inc. (MetroNet) each acquired a 25% interest in the AmeriCan-1 Cable System, leaving Ledcor and Fonorola also with 25% interests each. The Commission granted the original cable landing license on August 19, 1998, and the AmeriCan-1 Cable System went into service on December 19, 1999. Through a series of acquisitions, assignments, and transfers of control over the following years, Rogers acquired Fonorola's 25% interest in the cable system in July 2005; Marine Cable acquired Bell Canada's 25% interest in May 2007; and Zayo acquired MetroNet's 25% interest in June 2016. Since 2016, Rogers, Ledcor, Marine Cable, and Zayo remained joint and equal licensees of the AmeriCan-1 Cable System (collectively, Licensees).

6. The license for the AmeriCan-1 Cable System expired on December 19, 2024. Upon expiration, all rights granted under the license automatically terminated. None of the Licensees timely submitted a renewal or extension application to continue operating the AmeriCan-1 Cable System. The Licensees continued to operate the cable system without Commission authorization until they obtained Special Temporary Authority (STA). On May 6, 2025, Rogers filed a request for an STA, on behalf of itself and the other Licensees, to continue operating the AmeriCan-1 Cable System (File No. SCL-STA-20250506-00015). On May 16, 2025, the Commission accepted the STA for filing.[13] On December 5, 2025, the Licensees filed a joint application to renew the cable landing license for the AmeriCan-1 Cable System (File No. SCL-RWL-20251203-00082).

7. To settle this matter, the Parties enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

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

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

10. **Effective Date**. 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 any new proceeding on its own motion against the Company concerning the matters that were the subject of the Investigation, or to set for hearing the question of the Company'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.[14]

12. **Admission of Facts**. The Company admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 11 herein, that paragraphs 5 through 6 are a true and accurate description of the facts underlying the Investigation.

13. **Compliance Officer**. Within thirty (30) calendar days after the Effective Date, the

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[13] Rogers filed an application to renew the STA on November 26, 2025 (File No. SCL-STA-20251125-00079), which was granted by the Commission on December 22, 2025.

[14] *See* 47 CFR § 1.93(b).

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 Cable Landing License Rules prior to assuming his/her duties. The Company will be jointly and severally liable for joint regulatory obligations associated with the AmeriCan-1 Cable System that are shared with the other Licensees so long as it remains a licensee of the AmeriCan-1 Cable System. This joint and several liability shall not extend to the Company's obligations under the Cable Landing License Rules that are not directly related to the AmeriCan-1 Cable System license and for which it is individually responsible.

14. **Compliance Plan**. For purposes of settling the matters set forth herein, the Company agrees that it or the third party retained to be the Compliance Officer shall, within ninety (90) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the terms and conditions of this Consent Decree. With respect to the Cable Landing License Rules, the Company will implement, at a minimum, the following procedures:

(a) **Operating Procedures**. Within ninety (90) calendar days after the Effective Date, the Company shall establish Operating Procedures that all Covered Employees must follow to help ensure the Company's compliance with the Cable Landing License Rules. The Company'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. The Company 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.

(b) **Compliance Manual**. Within ninety (90) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Cable Landing License Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure the Company's compliance with the Cable Landing License Rules. The Company shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. The Company shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.

(c) **Compliance Training Program**. The Company shall establish and implement a Compliance Training Program on compliance with the Cable Landing License 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 Cable Landing License 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 thirty (30) calendar days after the Company complies with paragraph 14(b), but in no event more than one hundred twenty (120) 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 within its knowledge and responsibilities under 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 the Company has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that the Company has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Investigations and Hearings Division at IHDTelecom@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 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 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.[15]

(c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of the Company, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that the Company has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that the Company has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.

(d) All Compliance Reports shall be submitted to the Investigations and Hearings Division, IHDTelecom@fcc.gov.

17. **Termination Date**. Unless otherwise stated, the requirements set forth in paragraphs 13 through 16 of this Consent Decree shall expire the earlier of (1) thirty-six (36) months after the Effective Date or (2) the date when the Company is no longer subject to the Cable Landing License Rules (i.e., it is no longer a licensee on the AmeriCan-1 Cable System as defined under the requirements of the Cable Landing License Rules). In the event the latter occurs, said Company shall provide notification of such occurrence to the Investigations and Hearings Division at IHDTelecom@fcc.gov within five (5) calendar days of the date that the Company is no longer a licensee on the AmeriCan-1 Cable System.

18. **Voluntary Contribution**. Rogers, Ledcor, Marine Cable, and Zayo together will pay an equal share of a voluntary contribution totaling forty-five thousand dollars ($45,000) (Voluntary Contribution) and will submit to the United States Treasury their equal share of the total Voluntary Contribution within thirty (30) calendar days of the Effective Date. The Company acknowledges and agrees that it is jointly and severally liable for the full amount of the Voluntary Contribution. 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).[16] Upon an Event of Default, all procedures for collection as permitted

[15] 47 CFR § 1.16.

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

by law may, at the Commission's discretion, be initiated. The Company shall send electronic notification of payment and the amount 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/cores/userLogin.do, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. The Commission no longer accepts payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:[17]

- 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 159[18] or printed CORES form[19] 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 (Payor FRN).[20] 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/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 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.

19. **Event of Default**. The Company agrees that an Event of Default shall occur upon the failure by Rogers, Ledcor, Marine Cable, and/or Zayo to pay their equal shares of the Voluntary Contribution on or before the due date specified in this Consent Decree.

20. **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

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

[18] FCC Form 159 is accessible at https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159.

[19] 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.

[20] Instructions for completing the form may be obtained at http://www.fcc.gov/Forms/Form159/159.pdf.

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 the Company.

21. **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 any Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither the Company nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Company shall waive any statutory right to a trial *de novo*. The Company hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act[21] relating to the matters addressed in this Consent Decree.

22. **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.

23. **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.

24. **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.

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

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

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

28. **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.

29. **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.

30. **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.

[21] *See* 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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Patrick Webre
Chief
Enforcement Bureau

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Date

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Marisa Wyse
Chief Legal Officer and Corporate Secretary
Rogers Communications Inc.

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Date