

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

In the Matter of)	
)	
CESAR CHAVEZ FOUNDATION)	File No.: EB-07-IH-5266
)	NAL/Account No.: 201032080018
Licensee of Noncommercial Educational Station)	FRN: 0006911408
KUFW(FM), Woodlake, California)	Facility ID No.: 21210
)	
)	

FORFEITURE ORDER

Adopted: May 17, 2012

Released: May 17, 2012

By the Chief, Enforcement Bureau:

I. INTRODUCTION

1. In this Forfeiture Order, we impose a monetary forfeiture of twelve thousand five hundred dollars (\$12,500) against Cesar Chavez Foundation¹ (Licensee), licensee of noncommercial educational Station KUFW(FM), Woodlake, California (Station), for violating Section 399B of the Communications Act of 1934, as amended (Act),² and Section 73.503(d) of the Commission's rules³ by broadcasting prohibited advertisements over the Station.

II. BACKGROUND

2. On August 30, 2006, the Enforcement Bureau's San Francisco Field Office (Field) conducted an inspection of the Station and recorded a segment of its programming that appeared to include commercial advertisements.⁴ On January 24, 2007, the Field issued a letter of inquiry to the Licensee inquiring about a potential technical violation and referencing the broadcasting of commercials on the Station.⁵ The Field also translated and transcribed the recording and referred the matter to the Enforcement Bureau's Investigations and Hearings Division (Division) for further investigation.

¹ By letter dated September 2, 2011, counsel to Cesar Chavez Foundation notified the Commission of the corporate name change of the licensee of Station KUFW(FM), Woodlake, California, from National Farm Workers Service Center, Inc. to Cesar Chavez Foundation. See Letter from Anne Thomas Paxson, Borsari & Paxson, to Marlene H. Dortch, Secretary, Federal Communications Commission (Sept. 2, 2011). There was no change in the ownership structure, principals, contact persons, or official mailing address for the renamed entity. See *id.*

² See 47 U.S.C. § 399b(a).

³ See 47 C.F.R. § 73.503(d).

⁴ See *National Farmworkers Service Center, Inc.*, Notice of Apparent Liability for Forfeiture, 25 FCC Rcd 7486 (Enf. Bur. 2010) (NAL). The announcements were excerpted in the attachment to the NAL.

⁵ See Letter from Thomas N. Van Stavern, District Director, San Francisco Office, Western Region, Enforcement Bureau, Federal Communications Commission, to National Farm Workers Service Center (Jan. 24, 2007).

Thereafter, the Division sent letters of inquiry to the Licensee on August 26, 2008, and May 18, 2009.⁶ The Licensee responded to the Division's inquiries on September 24, 2008, June 17, 2009, and August 27, 2009.⁷ On June 15, 2010, the Bureau issued a *Notice of Apparent Liability for Forfeiture (NAL)* on the underwriting violations referred to the Division, finding that the Licensee had apparently violated the Commission's underwriting laws by broadcasting four separate advertisements over two thousand (2,000) times in total from March 2006 through December 2006, and proposing a monetary forfeiture of twelve thousand five hundred dollars (\$12,500).⁸

3. On August 9, 2010, the Licensee responded to the *NAL*,⁹ requesting that we cancel the forfeiture.¹⁰ In support of its request for cancellation, the Licensee contends that it made good faith efforts to comply with the Commission's underwriting laws, that the announcements in fact comply with Commission rules and precedent, including *Xavier University*,¹¹ that the Commission has not previously prohibited the language used in the announcements at issue here,¹² and that none of the announcements contained calls to action.¹³ The Licensee also questions the propriety of the Field's inspection and the Field's and Division's subsequent investigations.¹⁴ The Licensee claims that the Commission has stated that it would "act on complaints, but not monitor stations" for underwriting rule violations, and therefore, the Licensee implies that the Field's monitoring and Field's and Division's investigations and forfeiture assessment were somehow improper.¹⁵

4. The Licensee also requests, in the alternative, that we reduce the forfeiture.¹⁶ In support of this request, and related to its argument above regarding the Bureau's investigation, the Licensee states that the Field did not mention the underwriting announcements to the Licensee during its August 30, 2006 inspection of the Station or in its January 24, 2007 letter of inquiry, and that had it done so, the Licensee

⁶ See Letter from Kenneth M. Scheibel, Jr., Assistant Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, to National Farm Workers Service Center, Inc. (Aug. 26, 2008) (on file in EB-07-IH-5266); Letter from Kenneth M. Scheibel, Jr., Assistant Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, to National Farm Workers Service Center, Inc. (May 18, 2009) (on file in EB-07-IH-5266).

⁷ See Letter from George R. Borsari, Jr., Attorney for National Farm Workers Service Center, Inc., to Marlene H. Dortch, Secretary, Federal Communications Commission (Sept. 24, 2008) (on file in EB-07-IH-5266); Letter from George R. Borsari, Jr., Attorney for National Farm Workers Service Center, Inc., to Marlene H. Dortch, Secretary, Federal Communications Commission (June 17, 2009) (on file in EB-07-IH-5266); Supplemental Letter from Anne Thomas Paxson, Attorney for National Farm Workers Service Center, Inc., to Anita Patankar-Stoll, Attorney Advisor, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission (Aug. 27, 2009) (on file in EB-07-IH-5266).

⁸ See *NAL*, 25 FCC Rcd at 7486.

⁹ See Letter from George R. Borsari, Jr., Attorney for National Farm Workers Service Center, Inc., to P. Michele Ellison, Chief, Enforcement Bureau, Federal Communications Commission (Aug. 9, 2010) (on file in EB-07-IH-5266) (*NAL Response*).

¹⁰ See *id.* at 1.

¹¹ See *id.* at 1–5 (citing *Xavier University*, Letter of Admonition (Mass Med. Bur. Nov. 14, 1989), *recons. granted*, Memorandum Opinion and Order, 5 FCC Rcd 4920 (1990) (*Xavier*)).

¹² See *id.* at 4.

¹³ See *id.*

¹⁴ See *id.* at 5–7.

¹⁵ *Id.* at 6.

¹⁶ See *id.* at 1.

would have ceased broadcasting such announcements and its violation would not have been so aggravated.¹⁷ The Licensee also asserts that the forfeiture is excessive in light of its good faith efforts.¹⁸

III. DISCUSSION

5. The proposed forfeiture amount in this case was assessed in accordance with Section 503(b) of the Communications Act,¹⁹ Section 1.80 of the Commission's rules,²⁰ and the Commission's forfeiture guidelines set forth in its *Forfeiture Policy Statement*.²¹ In assessing forfeitures, Section 503(b) of the Act requires that we take into account the nature, circumstances, extent and gravity of the violation, and with respect to the violator, the degree of culpability, any history of prior offenses, ability to pay, and other matters as justice may require.²² As discussed further below, we have examined the Licensee's response to the *NAL* pursuant to the aforementioned statutory factors, our rules, and the *Forfeiture Policy Statement*, and we find that cancellation is not appropriate in this case. We find that twelve thousand five hundred dollars (\$12,500) is the appropriate forfeiture amount in this case, as explained below.

6. As the *NAL* described, the Act defines advertisements as program material broadcast "in exchange for any remuneration" and intended to "promote any service, facility, or product" of for-profit entities.²³ The pertinent statute specifically provides that noncommercial educational stations may not broadcast advertisements.²⁴ Although contributors of funds to such stations may receive on-air acknowledgements, the Commission has held that such acknowledgements may be made for identification purposes only, and should not promote the contributors' products, services, or businesses.²⁵ Specifically, such advertisements may not contain comparative or qualitative descriptions, price information, calls to action, or inducements to buy, sell, rent, or lease.²⁶ At the same time, however, the Commission has acknowledged that it is at times difficult to distinguish between language that promotes versus that which merely identifies the underwriter.²⁷ Consequently, the Commission expects that licensees exercise reasonable "good faith" judgment in this area, and affords some latitude to the judgments of licensees who do so.²⁸ In this case, as described in detail below, the Licensee repeatedly broadcast promotional advertisements that were clearly aimed at inducing the purchase of goods or services from several for-profit entities.

¹⁷ *See id.* at 5–8.

¹⁸ The Licensee also asserts that the Bureau cannot consider deterrence as a factor in issuing fines. *See id.* at 8.

¹⁹ *See* 47 U.S.C. § 503(b).

²⁰ *See* 47 C.F.R. § 1.80.

²¹ *See The Commission's Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087 (1997), *recons. denied*, 15 FCC Rcd 303 (1999) (*Forfeiture Policy Statement*).

²² *See* 47 U.S.C. § 503(b)(2)(E).

²³ 47 U.S.C. § 399b(a).

²⁴ *See id.*

²⁵ *See Commission Policy Concerning the Noncommercial Nature of Educational Broadcasting Stations*, Public Notice (1986), *republished*, 7 FCC Rcd 827 (1992) (*Public Notice*).

²⁶ *See id.*

²⁷ *See Xavier*, 5 FCC Rcd at 4921 (citing *Commission Policy Concerning the Noncommercial Nature of Educational Broadcasting Stations*, Memorandum Opinion and Order, 90 FCC 2d 895, 911 (1982), *recons.*, 97 FCC 2d 255 (1984); *Public Notice*, *supra* note 25).

²⁸ *Id.*

A. The Licensee Willfully and Repeatedly Broadcast Prohibited Advertisements.

7. We find that the Bureau's proposed forfeiture is consistent with Commission precedent and policy and affirm the findings in the *NAL*. Specifically, the Licensee willfully and repeatedly broadcast advertisements in violation of Section 399B of the Act²⁹ and Section 73.503(d) of the Commission's rules.³⁰ The Licensee does not dispute the key facts in this case. Specifically, the Licensee does not deny that the Station broadcast the advertisements described in the *NAL* and set forth in the attachment thereto, nor does the Licensee deny that it received consideration for the airing of the advertisements. Instead, the Licensee asserts that it made good faith efforts to comply and that its advertisements comported with Commission precedent. In making this claim however, the Licensee misinterprets the relevant case law.³¹

8. Specifically, the *NAL*'s analysis is fully consistent with the Commission's findings in *Xavier University (Xavier)*.³² As described above, in *Xavier*, the Commission made clear that it will not deem announcements impermissible where the "language at issue . . . is not clearly promotional as opposed to identifying and . . . the licensee exercised reasonable, good faith judgment regarding the language."³³ In this case, as discussed below, additional Commission precedent supports our finding that the advertisements at issue here were promotional in nature, as opposed to identifying. Thus, our proposed forfeiture here is consistent with *Xavier* and other Commission precedent.

9. Even if we agreed that the Licensee made "good faith" efforts at compliance, the language used in the advertisements was clearly promotional, and the Licensee's explanations to the contrary are not persuasive.³⁴ Although the Licensee argues that none of the announcements included calls to action, the Commission's underwriting laws are not limited to restricting calls to action. As noted above, on-air acknowledgements also may not contain comparative or qualitative descriptions, price information, or inducements to buy, sell, rent or lease.³⁵ As noted in the *NAL*, the advertisements at issue contained several such elements.

10. For example, the *NAL* explained that the Mario's Auto Sales announcement included favorable and qualitative expressions, and also included an inducement.³⁶ In its *NAL* Response, the Licensee claims that phrases used in the announcement, such as "beautiful Harley Davidson light trucks," and "we have it here," are descriptive and not promotional.³⁷ The Licensee also claims that the phrase "whatever vehicle with no down payment" is not an inducement because "there is no time limit on the

²⁹ See 47 U.S.C. § 399b(a).

³⁰ See 47 C.F.R. § 73.503(d).

³¹ See *NAL* Response at 1–5.

³² See *Xavier*, 5 FCC Rcd at 4921.

³³ *Id.* See also *Tri-State Inspirational Broadcasting Corporation*, Memorandum Opinion and Order, 16 FCC Rcd 16800, 16800 (Enf. Bur. 2001) (*Tri-State*) (although the licensee believed that announcements were within the bounds of the rules, the Bureau found them to contain language that attempted to distinguish the underwriters and their products from competitors, and promoted those same entities in qualitative ways).

³⁴ The Licensee itself acknowledges that a licensee's compliance efforts that fall short do not excuse a violation. See *NAL* Response at 2.

³⁵ See *Public Notice*, 7 FCC Rcd at 827-28.

³⁶ See *NAL*, 25 FCC Rcd at 7489.

³⁷ *NAL* Response at 4.

sales term.”³⁸ The Licensee’s arguments do not persuade us because we have, in other instances, found similar descriptions to be promotional in nature, and thus, prohibited them.³⁹ Furthermore, the Licensee fails to provide any support for its theory that an inducement must include a time limit. To the contrary, we have found violations of the rules in comparable cases in which licensees broadcast inducements to patronage, regardless of whether the language at issue included a time limit.⁴⁰

11. The *NAL* also explained that the Big Brand Tire advertisements included comparative phrasing, qualitative statements, and inducements.⁴¹ In its *NAL* Response, the Licensee addresses some, but not all, of the language described in and found prohibited by the *NAL*. Specifically, the Licensee claims that the terms “unique,” “latest line of rims,” and “latest technique in mounting” are simply descriptive and not promotional.⁴² We disagree. In addition, the Licensee fails to provide any arguments to rebut the conclusion in the *NAL* that other terms are also problematic such as “will make you stand out,” “we have the most recent selection when it comes to rims from A to Z,” “we don’t give you a cat for a rabbit here,” and “knows about tires.”⁴³ Overall, the Licensee has failed to convince us that the language in the Big Brand Tires advertisements is permissible. We have previously found similar language prohibited in underwriting precedent, and we continue to do so here.⁴⁴

³⁸ *Id.*

³⁹ Indeed, we previously admonished the Licensee (under its former name) with respect to comparable pricing information. See *National Farm Workers Service Center, Inc.*, Letter, 9 FCC Rcd 6855, 6855 (Mass Med. Bur. 1994) (admonishing licensee for three announcements containing language regarding the availability of some type of financing or credit (“layaway,” “special financing,” and “different plans for financing”)). See, e.g., *Ministerio Radial Cristo Viene Pronto, Inc.*, Notice of Apparent Liability for Forfeiture, 24 FCC Rcd 241, 243 (Enf. Bur. 2009) (subsequent history omitted) (*Ministerio*) (finding prohibited announcements that contained language such as “unique environment” and “best cleaning system”); *Kosciusko Educational Broadcasting Foundation*, Letter, 5 FCC Rcd 7106 (Mass Media Bur. 1990) (*Kosciusko*) (finding prohibited announcements that included language such as “stop by and see the beautiful selection,” “[t]hat gives you the best possible selection to choose from,” and “[t]hey have special, low-rate financing and dealer discounts and factory special value discount option packages”); *Lancaster Educational Broadcasting Foundation*, Notice of Apparent Liability for Forfeiture, 24 FCC Rcd 1384, 1386–88 (Enf. Bur. 2009) (subsequent history omitted) (*Lancaster*) (finding language such as “to see for yourself, come drive it,” and “your best choices are here” prohibited); *Christian Voice of Central Ohio, Inc.*, Notice of Apparent Liability for Forfeiture, 19 FCC Rcd 23663 (Enf. Bur. 2004) (subsequent history omitted) (finding prohibited language such as “we’re all about family,” and “we love selling real estate”).

⁴⁰ See, e.g., *Lancaster*, 24 FCC Rcd at 1386–87 (finding prohibited “competitively low interest rate,” “ultimate flexibility,” and “tax advantages not available on other types of credit”); *Ministerio*, 24 FCC Rcd at 243–44 & Attachment (finding prohibited “finance it for 12, 14, or up to 18 months without interest,” “without interest,” and “10% discounts”).

⁴¹ See *NAL*, 25 FCC Rcd at 7489.

⁴² *NAL* Response at 4.

⁴³ *NAL*, 25 FCC Rcd at 7489.

⁴⁴ See, e.g., *Lancaster*, 24 FCC Rcd at 1387 (finding language such as “free checking account” and “free use of a debit card” prohibited) & Attachment (finding prohibited “ultimate flexibility for your borrowing needs” and “other money saving bundle packages”); *Jones College*, Notice of Apparent Liability for Forfeiture, 24 FCC Rcd 231, 233 & Attachment (Enf. Bur. 2009) (subsequent history omitted) (*Jones College*) (finding prohibited announcements for Annabelle’s Gifts and Home Furnishing Gallery, which gave descriptions of privacy glass, and Donovan Heat and Air, which described “air diagnostics” and carbon monoxide checks); *Tri-State*, 16 FCC Rcd at 16805 (finding prohibited an announcement for Heil Heating and Cooling, which described the underwriter as keeping up with technology); *Kosciusko*, 5 FCC Rcd at 7106 (finding an announcement violative that included the language: “They don’t use high pressure sale tactics or gimmicks. They just give you honest, down-to-earth prices with courteous, dependable service.”).

12. With respect to the Muebleria La Tapatia announcement, the *NAL* explained that the announcement contained expressions that attempt to distinguish the company from its competitors and contain qualitative statements and inducements.⁴⁵ The Licensee argues that this announcement contains language similar to the language in *Xavier*, and therefore, that it is permissible.⁴⁶ The Licensee fails to address the inducements, such as “the hottest prices are at MLT” or “MLT offers you easy credit,” which the advertisement contains.⁴⁷ Contrary to the Licensee’s contentions, the Bureau has previously sanctioned comparable language, and thus, we continue to find such inducement language to be prohibited.⁴⁸

B. The Bureau Properly Assessed the Forfeiture Amount.

13. We find that the *NAL* appropriately applied the *Forfeiture Policy Statement* and the statutory factors in arriving at the forfeiture amount in this case. The forfeiture in this case was determined by considering factors such as the timeframe at issue, and the number and repetition of advertisements.⁴⁹ The combination of these factors led the Bureau to conclude that a forfeiture in the amount of twelve thousand five hundred dollars (\$12,500) was appropriate.⁵⁰ The Licensee, however, requests a reduction in the forfeiture.⁵¹ We reject the Licensee’s argument that its good faith effort at compliance renders the forfeiture “excessive.”⁵² The Commission expects such effort from all licensees. Consequently, we find that no reduction is warranted and the appropriate forfeiture amount is twelve thousand five hundred dollars (\$12,500).

C. The Bureau Properly Conducted its Investigation.

14. Additionally, the Licensee asserts that the Commission’s recording of underwriting announcements during its inspection was improper, and claims that the “Commission said it would . . . act on complaints, but not monitor stations.”⁵³ The Licensee fails, however, to cite Commission policy or precedent to support these statements.⁵⁴ We remind the Licensee that the Act gives the Commission, and the Bureau by delegation,⁵⁵ broad authority to investigate the entities that it regulates.⁵⁶ A cornerstone of

⁴⁵ See *NAL*, 25 FCC Rcd at 7489–7490.

⁴⁶ See *NAL* Response at 5.

⁴⁷ *NAL*, 25 FCC Rcd at 7489–7490.

⁴⁸ See, e.g., *Kosciusko*, 5 FCC Rcd at 7106 (finding prohibited the following language: “They have special, low-rate financing and dealer discounts and factory special value discount option packages”).

⁴⁹ See *NAL*, 25 FCC Rcd at 7490.

⁵⁰ See *id.* The Licensee claims that in the *NAL*, the Bureau erroneously increased the forfeiture in order to deter comparable behavior in other licensees. See *NAL* Response at 8. Although that was not a central consideration in this case, the Bureau is fully within its authority to consider deterrence as a factor in determining an appropriate forfeiture amount, as the *Forfeiture Policy Statement* explicitly discusses. See *Forfeiture Policy Statement*, 12 FCC Rcd at 17098.

⁵¹ See *NAL* Response at 1.

⁵² *Id.* at 8.

⁵³ *Id.* at 6.

⁵⁴ See *id.*

⁵⁵ See 47 U.S.C. §§ 154(i), 154(j), 403; 47 C.F.R. §§ 0.111, 0.311.

⁵⁶ See, e.g., *Allcom*, Notice of Apparent Liability for Forfeiture and Order, 25 FCC Rcd 9124, 9126 (Enf. Bur. 2010).

the Commission's ability to ensure compliance is through conducting field inspections.⁵⁷ The Licensee has not provided any authority to support its proposition that the Commission should ignore any violations that come to its attention, unless those violations originated in the form of a complaint. To the contrary, the Commission must evaluate possible violations of the Act and our Rules to protect "the primary educational, instructional, and cultural character of public broadcasting programming."⁵⁸ Consequently, we reject the Licensee's contention that the Bureau improperly conducted and relied upon field monitoring and recording in connection with both the investigation and our finding that the Licensee aired prohibited underwriting advertisements.

15. We also uphold the manner in which the Field and the Division conducted their respective investigations of the potential underwriting violations at issue in this case. The Licensee claims that the Field should have warned the Licensee, either during the August 30, 2006 inspection, or via its January 24, 2007 letter of inquiry, that the Bureau considered the underwriting announcements to be prohibited. The Licensee further claims that such warning would have caused the Licensee to cease such broadcasts earlier.⁵⁹ We note, however, that the Field's letter of inquiry references the broadcasting of commercial announcements on the Station.⁶⁰ Even if the original letter of inquiry did not reference the broadcast of commercial announcements, that would not excuse the Licensee's liability,⁶¹ and the Licensee does not cite to any precedent to the contrary. The Licensee is responsible for the magnitude of its violation, and we reject any assertion otherwise.

16. We further reject any assertion that, if the Field or Division had acted differently, the Licensee could have taken actions that would have mitigated the sanctions imposed here. Any such actions would have occurred *after* the Field commenced its inspection. As the Commission has repeatedly stated, remedial efforts that a licensee undertakes after the Commission commences an investigation are not mitigating.⁶² Thus, even if the Licensee had taken such actions, we would not credit the Licensee for such remedial efforts by reducing the forfeiture.

IV. ORDERING CLAUSES

17. **ACCORDINGLY, IT IS ORDERED** that, pursuant to Section 503(b) of the Communications Act of 1934, as amended, and Section 1.80 of the Commission's rules,⁶³ Cesar Chavez Foundation **IS LIABLE FOR A MONETARY FORFEITURE** in the amount of twelve thousand five hundred dollars (\$12,500) for willfully and repeatedly broadcasting advertisements in violation of Section 399B of the Act, as amended, and Section 73.503(d) of the Commission's rules.⁶⁴ Payment of the

⁵⁷ See, e.g., *Norfolk Southern Railway Company KFR86 Atlanta, Georgia*, Order, 11 FCC Rcd 519 (Compliance & Information Bur. 1996).

⁵⁸ *Reverend Theodore M. Schultz*, File No. EB-02-IH-0128, Letter (Enf. Bur. May 30, 2002).

⁵⁹ See NAL Response at 5–8.

⁶⁰ See *supra* note 5.

⁶¹ Cf. *Pacific Broadcasting Corp.*, Memorandum Opinion and Order, 47 F.C.C.2d 818 (Brdcst. Bur. 1974) (holding that licensees must accept the penalty for not following Commission rules, whether or not they are warned of the consequences for failure to comply).

⁶² See, e.g., *Jones College*, 24 FCC Rcd at 236; *Hispanic Broadcast System, Inc.*, Forfeiture Order, 20 FCC Rcd 12008, 12009 (Enf. Bur. 2005).

⁶³ See 47 U.S.C. § 503(b); 47 C.F.R. § 1.80.

⁶⁴ See 47 U.S.C. § 399b; 47 C.F.R. § 73.503(d).

forfeiture shall be made in the manner provided for in Section 1.80 of the Commission's rules,⁶⁵ within thirty (30) days of the release date of this Forfeiture Order. If the forfeiture is not paid within the period specified, the case may be referred to the Department of Justice for collection pursuant to Section 504(a) of the Act.⁶⁶

18. Payment of the forfeiture must be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the NAL/Account Number and FRN referenced above. Payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. All payments must be accompanied by an FCC Form 159 (Remittance Advice). When completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters "FORF" in block number 24A (payment type code). Requests for full payment under an installment plan should be sent to: Chief Financial Officer – Financial Operations, 445 12th Street, S.W., Room 1-A625, Washington, D.C. 20554. Please contact the Financial Operations Group Help Desk at 1-877-480-3201 or Email: ARINQUIRIES@fcc.gov with any questions regarding payment procedures. The Licensee will also send electronic notification on the date said payment is made to Terry.Cavanaugh@fcc.gov, Jeffrey.Gee@fcc.gov, Anjali.Singh@fcc.gov, and Melissa.Marshall@fcc.gov.

19. **IT IS FURTHER ORDERED** that a copy of this Forfeiture Order shall be sent, by Certified Mail/Return Receipt Requested, to Cesar Chavez Foundation, P.O. Box 62, Keene, California 93531, and George R. Borsari, Jr. Esq. and Anne Thomas Paxson Esq., Borsari & Paxson, 5335 Wisconsin Avenue, N.W., Suite 440, Washington, D.C. 20015.

FEDERAL COMMUNICATIONS COMMISSION

P. Michele Ellison
Chief
Enforcement Bureau

⁶⁵ See 47 C.F.R. § 1.80.

⁶⁶ See 47 U.S.C. § 504(a).