

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

In the Matter of)	
)	File No.: EB-08-IH-5305
Greater Boston Radio, Inc.)	NAL/Account No.: 200932080039
)	FRN: 0005069802
Licensee of Station WMJX(FM))	Facility ID No.: 25052
Boston, Massachusetts)	

FORFEITURE ORDER

Adopted: February 28, 2013

Released: February 28, 2013

By the Chief, Investigations and Hearings Division, Enforcement Bureau:

I. INTRODUCTION

1. In this Forfeiture Order, we assess a monetary forfeiture in the amount of four thousand dollars (\$4,000) against Greater Boston Radio, Inc. (Licensee), licensee of Station WMJX(FM), Boston, Massachusetts (Station), for its willful and repeated violation of Section 73.1216 of the Commission's rules concerning licensee-conducted contests.¹ As discussed below, the Licensee violated the contest rule by broadcasting information about a contest without fully and accurately disclosing all material terms thereof and by failing to conduct the contest substantially as announced or advertised.

II. BACKGROUND

2. The Commission received a complaint in May 2008 (Complaint) alleging that the Station failed to conduct a contest in accordance with the contest's advertised terms and the Commission's rules.² The complainant alleged that contest promotions broadcast by the Station stated that the contest winner would receive the winner's choice of one of three new cars.³ The complainant was a preliminary winner who received an initial cash prize, along with an automobile ignition key.⁴ Only after qualifying for a chance to win the grand prize did the Complainant learn that the prize to be awarded was not the winner's choice of three available cars but, instead, a two-year lease of the selected car. The complainant

¹ 47 C.F.R. § 73.1216.

² Complaint to Federal Communication Commission, IC No. 08-C00018081-1 (May 2, 2008) (on file in EB-08-IH-5305) (Complaint).

³ *Id.* at 3.

⁴ *Id.*

also learned at that time that the winner had to qualify for credit with the car dealer supplying the leased car as a (previously unannounced) condition of the Station awarding the grand prize.⁵

3. After receiving the Complaint, the Enforcement Bureau (Bureau) sent a letter of inquiry (LOI) to the Licensee, directing the Licensee to provide information about the contest.⁶ The Licensee responded to the LOI in March 2009 (LOI Response).⁷ In its LOI Response, the Licensee identified the contest as the “Cool, Hot or Green” contest (Contest) and explained the primary elements of the contest—that listeners were to call into the Station at designated times in order to win a gas card worth one hundred six dollars (\$106) (representing the Station’s position on the FM dial – 106.7MHz), and a chance to win the grand prize.⁸ The Station broadcast contest promotions stating that the grand prize was the winner’s choice of three different cars.⁹

4. The Licensee acknowledged that “while the Contest, as described on air, made plain that the grand prize winner would be able to choose from three different cars, only the complete rules of the Contest, made available via the Station’s website . . . spelled out that what was being awarded was a two-year lease of the car chosen, and not title to a car, and that the winner would have to be qualified for credit by Prime Motor Group,”¹⁰ the Contest co-sponsor.¹¹ Moreover, the Licensee admitted that “the Station’s on-air announcements did not directly refer listeners to the Station’s website for complete contest rules.”¹² Nevertheless, the Licensee asserted that its violation of the Commission’s rules was similar to that of the licensee in *Kevin Cooney (Cooney)*, and that the violation in this case therefore warranted no greater sanction than an admonishment of the Licensee.¹³

5. On April 8, 2009, having fully considered these arguments, we issued a *Notice of Apparent Liability for Forfeiture (NAL)* in the amount of four thousand dollars (\$4,000) to the Licensee. We found that it broadcast information about the Contest without fully and accurately disclosing all

⁵ *Id.*

⁶ Letter from Rebecca Hirselj, Assistant Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to Greater Boston Radio, Inc. (Feb. 11, 2009) (on file in EB-08-IH-5305) (LOI).

⁷ Letter from David S. Keir, Esq., Lerman Senter PLLC, to Judy Lancaster, Attorney Advisor, Investigations and Hearings Division, FCC Enforcement Bureau (Mar. 20, 2009) (on file in EB-08-IH-5305) (LOI Response).

⁸ *Id.* at 2.

⁹ *Id.* at 2–3.

¹⁰ *Id.* at 3.

¹¹ *Id.*

¹² *Id.* at 2. The Station’s announcements consistently described the grand prize in the “Cool, Hot or Green” contest as “A *Cool* Mercedes Benz...A *Hot* Audi TT Convertible...or a [*Green*] Toyota Prius Hybrid . . . from Prime Auto Group . . . No fine print gimmicks . . . on line at Driveprime.com!” *Id.* at Exh. 2.

¹³ *Id.* at 6–7 (citing *Kevin Cooney*, Letter of Admonition, 5 FCC Rcd 7105 (Mass Med. Bur. 1990) (*Cooney*)).

material terms thereof and failed to conduct the contest substantially as announced or advertised, in violation of Section 73.1216 of the Commission's rules.¹⁴

6. On May 7, 2009, the Licensee filed a response to the *NAL* (NAL Response).¹⁵ In the NAL Response, the Licensee does not dispute that its conduct of the Contest violated Section 73.1216, but nevertheless requests that the proposed forfeiture be cancelled or reduced to, at most, an admonishment.¹⁶ As justification for this request, the Licensee continues to primarily rely upon the decision in *Cooney*¹⁷ and to argue that “[b]ecause [that case] is substantially similar to this case, under the principles of *Melody Music* . . . the most severe sanction appropriate here is an admonition.”¹⁸ As noted above, in the *NAL* the Bureau specifically considered and rejected the Licensee's comparison of this case to *Cooney*,¹⁹ and we continue to do so here.

III. DISCUSSION

7. Section 73.1216, the Commission's rule concerning licensee-conducted contests, provides that: “A licensee that broadcasts or advertises information about a contest it conducts shall fully and accurately disclose the material terms of the contest, and shall conduct the contest substantially as announced or advertised. No contest description shall be false, misleading or deceptive with respect to any material term.”²⁰ Material terms under the rule “include those factors which define the operation of the contest and which affect participation therein[.]”²¹ and generally include, among other things, instructions on “how to enter or participate; eligibility restrictions . . . whether prizes can be won; when prizes can be won; the extent, nature and value of prizes . . . [and] time and means of selection of winners . . .”²² Although a licensee has discretion in determining the time and manner of disclosing a contest's material terms, and need not enumerate the terms each time an announcement promoting a contest is broadcast, “the obligation to disclose the material terms arises at the time the audience is first told how to enter or participate [in the contest] and continues thereafter.”²³ Finally, disclosure of material terms must be made by announcements broadcast on the station; non-broadcast disclosures of material terms can be

¹⁴ *Greater Boston Radio, Inc.*, Notice of Apparent Liability for Forfeiture, 24 FCC Rcd 4103, 4106, para. 9 (Enf. Bur. 2009) (*NAL*).

¹⁵ Letter and Response to Notice of Apparent Liability for Forfeiture from Sally A. Buckman and David S. Kier, Attorneys, Lerman Senter PLLC, to Hillary S. DeNigro, Chief, Investigations and Hearings Division, FCC Enforcement Bureau (May 7, 2009) (on file in EB-08-IH-5305) (*NAL* Response).

¹⁶ *See id.* at 1, 8.

¹⁷ *See id.* at 3–6 (citing *Cooney*, 5 FCC Rcd 7105).

¹⁸ *Id.* at 5 (citing *Melody Music, Inc. v FCC*, 345 F.2d 730 (D.C. Cir. 1965) (*Melody Music*)).

¹⁹ *NAL*, 24 FCC Rcd at 4106–07, paras. 10–11.

²⁰ 47 C.F.R. § 73.1216.

²¹ *Id.*, Note 1(b).

²² *Id.*

²³ *Id.*, Note 2.

made to supplement, but not substitute for, broadcast announcements.²⁴ The Licensee admits the violation at issue here, and thus, the only issue that remains in contention is the issuance of a forfeiture, as we assessed, versus an admonishment, as the Licensee advocates.²⁵

8. The proposed forfeiture amount in this case was assessed in accordance with Section 503(b) of the Communications Act of 1934, as amended (the Act),²⁶ Section 1.80 of the Commission's rules,²⁷ and the Commission's forfeiture guidelines set forth in its *Forfeiture Policy Statement*.²⁸ 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.²⁹ 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 in light of the conduct, our precedent, and the Licensee's compliance history, we continue to find the base forfeiture amount to be appropriate in this case.

A. Precedent Supports a Forfeiture in This Case.

1. The Bureau's Forfeiture Assessment Accords With Recent Precedent.

9. The Bureau's decision in this case is consistent with recent decisions concerning Section 73.1216,³⁰ especially the Bureau decision in *ABC, Inc.*³¹ In *ABC*, two movie passes to the premier

²⁴ See *id.* ("material terms should be disclosed periodically by announcements broadcast on the station conducting the contest") (emphasis added). Posting contest rules on a station's website does not satisfy Section 73.1216's requirement that a licensee broadcast the material terms of a contest it conducts. See, e.g., *Service Broadcasting Group, LLC*, Notice of Apparent Liability for Forfeiture, 24 FCC Rcd 8494, 8497, para. 10 (Enf. Bur. 2009) (assessed \$4,000 forfeiture for inaccurate description of contest prize) (forfeiture paid) (*Service Broadcasting*); *AK Media Group*, Notice of Apparent Liability for Forfeiture, 15 FCC Rcd 7541, 7543, para. 7 (Enf. Bur. 2000) (forfeiture paid).

²⁵ See *NAL* Response at 1, 8.

²⁶ 47 U.S.C. § 503(b).

²⁷ 47 C.F.R. § 1.80.

²⁸ *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, para. 53 (1997), *recons. denied*, 15 FCC Rcd 303, para. 1 (1999).

²⁹ 47 U.S.C. § 503(b)(2)(E).

³⁰ See, e.g., *Citicasters Co.*, Notice of Apparent Liability for Forfeiture, 15 FCC Rcd 16612, 16613–14, paras. 6, 8 (Enf. Bur. 2000) (\$4,000 forfeiture imposed for the licensee's failure to fully and accurately disclose contest term that the prize was one million Turkish lira, not \$1,000,000) (forfeiture paid); *Clear Channel Broadcasting Licenses, Inc.*, Notice of Apparent Liability for Forfeiture, 15 FCC Rcd 2734, 2735–36, paras. 6, 9 (Enf. Bur. 2000) (\$4,000 forfeiture imposed for the licensee's failure to fully and accurately disclose contest term that the prize was 10,000 Italian lira, not \$10,000) (forfeiture paid); *Service Broadcasting*, 24 FCC Rcd at 8497, para. 10 (\$4,000 forfeiture proposed for licensee's failure to fully and accurately disclose that prize was access to a concert rather than access to a VIP section "up close and personal" with performing artist Nelly).

showing of the film “Spiderman” were awarded as a contest prize.³² The station never broadcast the fact that the award of the tickets did not guarantee admission to the theater, but it did notify the contest winner by telephone of that restriction when it awarded him the prize and when it later gave him the tickets.³³ When the winner was unable to attend the “Spiderman” premier due to large crowds, the station offered him tickets to another movie that night, gave him promotional items, and purchased tickets for him to see “Spiderman” at a later date.³⁴ However, the Bureau found that the failure of the station to broadcast that the prize movie tickets did not guarantee admission to the theater was a failure to broadcast a material term, and despite the station’s efforts to correct its failure, imposed a four-thousand-dollar (\$4,000) forfeiture for ABC’s violation of the Commission’s contest rule.³⁵ We find that the Licensee’s failure to broadcast the fact that the grand prize was a car *lease* – *and only if the winner qualified for it* – rather than *title* to the car, as listeners were lead to believe, is more serious than the violation found in *ABC*.

2. *Cooney* Does Not Control the Outcome in This Case.

10. The Licensee continues to contend that *Cooney*, a Mass Media Bureau letter in which no forfeiture was imposed, controls the outcome of this case.³⁶ In the *NAL*, we considered and rejected this argument.³⁷ In its *NAL* Response, the Licensee merely restates the arguments that we previously rejected in the *NAL*.³⁸ Despite the Licensee’s persistence, we continue to find that *Cooney* does not control the outcome in this matter.

11. In *Cooney*, the complainant misunderstood the contest term “enter as often as you like.”³⁹ According to the licensee in that case, the term contemplated participation in various segments of the contest at issue, but actually prohibited duplicate entries (like the complainant’s) from the same listener for the same music segment. The Mass Media Bureau determined that this exclusion, which could have been reasonably misunderstood, was a material term of the contest that should have been announced by the Station. It then determined that the overall circumstances of the case, which included consideration of the Station’s offer to compensate the complainant and to take steps to assure accuracy in its contests, warranted an admonition.⁴⁰ The circumstances in the instant case, however, warrant a forfeiture. Here, (Continued from previous page) _____

³¹ See *ABC, Inc.*, Notice of Apparent Liability for Forfeiture, 18 FCC Rcd 25647, 25650, paras. 9–10 (Enf. Bur. 2003) (forfeiture paid) (*ABC*).

³² See *id.* at 25647, para. 2.

³³ See *id.* at 25648, para. 4.

³⁴ See *id.*

³⁵ See *id.* at 25650–51, paras. 9–10.

³⁶ See LOI Response at 6–7; *NAL* Response at 3–6.

³⁷ See *NAL*, 24 FCC Rcd at 4106–07, paras. 10–11.

³⁸ See *NAL* Response at 3–6; *NAL*, 24 FCC Rcd at 4106–07, paras. 10–11.

³⁹ See *Cooney*, 5 FCC Rcd 7105.

⁴⁰ See *id.*

the Station never aired a complete description of each material term in its over 300 Contest promotions,⁴¹ essentially broadcast a false announcement of the grand prize rather than a vague one, failed to broadcast anything clarifying what it would award, and instead awarded something different than what it announced.⁴² In contrast, in *Cooney*, the Station did announce material terms, except one term was open to various interpretations, which the Mass Media Bureau determined should have been better defined.⁴³ As discussed in the *NAL* and below, we find that the violation in the instant case is more serious than the violation in *Cooney*, and the degree of departure in this case from the contest rule warrants a stronger sanction than an admonishment. Accordingly, we continue to reject the Licensee's comparisons to *Cooney*.⁴⁴

3. *Melody Music Does Not Compel a Different Result.*

12. Notwithstanding the foregoing, the Licensee argues that, under the principles of *Melody Music, Inc. v. FCC (Melody Music)*, it should receive, at most, an admonishment for its conduct.⁴⁵ We reject this argument. The Licensee's reliance on *Melody Music* is misplaced. First, *Melody Music* addresses the particular burdens that the Commission must meet in justifying its licensing decisions, not

⁴¹ See LOI Response at 3–4; *NAL*, 24 FCC Rcd at 4106, para. 9.

⁴² See *NAL*, 24 FCC Rcd at 4106, para. 9. The Station's promotional advertisement for the Contest states "Your choice of a Mercedes Benz Z300W, an Audi TT 2.0 front wheel drive roadster, or a Toyota Prius hybrid, from Prime Motor Group *with no fine print gimmicks.*" LOI Response at Exh. 1 (emphasis added). Yet, the unannounced winner qualifications requirement and the misleading prize description appear to be just the types of gimmicks that the announcement renounces.

⁴³ *Cooney*, 5 FCC Rcd at 7105.

⁴⁴ In addition, to the extent the Licensee's *NAL* Response suggests that it took remedial measures that warrant a reduction in the sanction, we reject such a contention. The *NAL* Response states that "it is not contending . . . that corrective action excuses or nullifies a violation of [Commission] rules" while simultaneously noting that "the necessary remediation in the instant case involves enhanced future vigilance with respect to compliance with the FCC's contest rule." *NAL* Response at 3, 6. It is well settled that subsequent remedial actions do not excuse or nullify a licensee's violation of a Commission rule. See, e.g., *Colby-Sawyer College*, Forfeiture Order, 26 FCC Rcd 9302, 9303, para. 7 (Media Bur. 2011) ("Corrective action taken to come into compliance with the Rules is expected, and does not mitigate, much less negate, any prior forfeitures or violations") (forfeiture paid). We may consider pre-investigative remedial measures when we determine the sanction to be imposed for a rule violation. See, e.g., *Guy Gannett Publishing Co.*, Memorandum Opinion and Order, 5 FCC Rcd 7688, 7890, para. 12 (Mass Media Bur. 1990) ("the Commission generally considers prompt and effective remedial action by a licensee as mitigative in determining the appropriate sanction level in an enforcement proceeding."). We do not consider that point applicable here, however, because any purportedly mitigating measures that the Licensee took occurred after our investigation commenced. See LOI Response at 2, 6, Exh. 8 (noting the Licensee's "addressing with Station personnel the omission of some material terms from the Station's announcement" and distributing a March 19, 2009, advisory notice regarding "Required Announcements Concerning Station-Sponsored Contests" to programming and promotions personnel nearly one year after the Contest).

⁴⁵ See *NAL* Response at 5.

its enforcement actions; while some enforcement actions include decisions on whether to grant applications, this case does not.⁴⁶ Moreover, as cases following *Melody Music* have noted, the requirements of *Melody Music* do not limit the Commission to previously assessed sanctions where there are factual distinctions that warrant different treatment, and the Commission has adequately explained such distinctions.⁴⁷ Finally, the Commission has broad discretion to consider a variety of factors in determining an appropriate forfeiture amount, if warranted, when faced with a violation of its rules.⁴⁸ We note that egregiousness is one of the factors under Section 1.80 of the rules that must be considered when determining the degree of a sanction.⁴⁹ With respect to these last two points, we find that we have properly exercised our discretion and adequately explained that the Licensee's factual situation was different from cited precedent due to the egregiousness of the violation.

B. The Gravity of the Violation Warrants a Forfeiture.

13. We note that the serious nature of the violation here justifies the forfeiture that we proposed. In the NAL Response, the Licensee asserts that the violation was “relatively minor” in nature⁵⁰ and that “no [C]ontest participant suffered any damages in reliance on his or her misunderstanding of the rules.”⁵¹ These contentions echo the arguments that the Licensee put forward in its LOI Response.⁵² As we did in the *NAL*, we continue to reject this position.⁵³

14. As described above, the violation in this case was fundamental and serious. The Licensee failed to accurately describe both the prize and the conditions required to win that prize.⁵⁴ Omitting or obscuring such a fundamental Contest term as the Contest prize undermines the essence of the contest rule, which is designed to ensure that listeners are accurately informed of the material terms

⁴⁶ See *Broadcast Consultant's Corp.*, Memorandum Opinion and Order, 58 FCC 2d 1290, 1292, para. 6 (1976).

⁴⁷ See, e.g., *Continental Broadcasting, Inc., v. Federal Communications Commission*, 439 F.2d 580, 582–83 (D.C. Cir. 1971) (finding that “the choice of remedies and sanctions is a matter wherein the Commission has broad discretion” and considering *Melody Music* not to be on point where close parallels do not exist) (internal quotation marks, citations, and subsequent history omitted); *White Mountain Broadcasting Co., Inc., v. Federal Communications Commission*, 598 F.2d 274, 278–79 (D.C. Cir. 1978) (upholding *Melody Music* in a licensing proceeding but finding that differences between conduct of licensee at issue versus conduct of licensees facing milder enforcement sanctions were “so ‘obvious’ as to remove the need for explanation”) (internal citations and subsequent history omitted).

⁴⁸ See *Entercom Wichita License, LLC*, Forfeiture Order, 24 FCC Rcd 1270, 1273, para. 8 (Enf. Bur. 2009) (forfeiture paid) (*Entercom Wichita*).

⁴⁹ 47 C.F.R. § 1.80.

⁵⁰ NAL Response at 3.

⁵¹ *Id.* at 6.

⁵² See LOI Response at 6.

⁵³ See *NAL*, 24 FCC Rcd 4103, 4106, paras. 10–11.

⁵⁴ See *supra* note 42 and accompanying text.

of the contest. Moreover, in focusing on the listeners' "misunderstanding of the rules," the Licensee appears to misunderstand its obligations. The burden is not on the listener to surmise the nature of the prize—it is on the Licensee to announce it.⁵⁵ Indeed, we find the so-called "misunderstandings" of Station listeners and Contest contestants to be both reasonable and warranted because the Station's promotions were fundamentally misleading. In claiming that no harm resulted from such misleading behavior, the Licensee ignores its basic obligation to prevent the broadcast of false, misleading or deceptive contest announcements.⁵⁶ Such a claim also ignores the likelihood that Contest participants, such as the complainant, may have relied on the *announced* grand prize, rather than the actual grand prize, to enter the contest in the first instance and discounts the possibility of damages from such reliance. Furthermore, the Licensee admits that some of the qualifying contestants complained about the Station's misleading advertisements,⁵⁷ which indicates that they were indeed harmed by the Licensee's conduct. Accordingly, we find these contentions unpersuasive, as we have when addressing similar arguments from other licensees.⁵⁸

15. As a result of our review of the Licensee's response to the *NAL*, and in view of the statutory factors and the *Forfeiture Policy Statement*, we affirm the *NAL* and issue a forfeiture in the amount of four thousand dollars (\$4,000).⁵⁹

IV. ORDERING CLAUSES

16. Accordingly, **IT IS ORDERED** that, pursuant to Section 503(b) of the Act,⁶⁰ and Sections 0.111, 0.311 and 1.80(f)(4) of the Commission's rules,⁶¹ Greater Boston Radio, Inc. **IS LIABLE**

⁵⁵ See, e.g., *WMJX, Inc.*, Decision, 85 FCC 2d 251, 269–277, paras. 31–41 (1981) (subsequent history omitted) (*WMJX, Inc.*) (holding, in part, that the licensee, as a public trustee, has an affirmative obligation to prevent the broadcast of false, misleading or deceptive contest announcements).

⁵⁶ See *id.*

⁵⁷ See LOI Response at 6.

⁵⁸ See *Service Broadcasting*, 24 FCC Rcd at 8497, para. 10; *NM Licensing LLC*, Notice of Apparent Liability for Forfeiture, 21 FCC Rcd 7916, 7919–20, para. 9 (Enf. Bur. 2006) (forfeiture paid) ("that it offered compensation to the participants that were unable to participate due to the alteration in schedule, does not mitigate [the licensee's] liability . . . [A] showing of harm is not necessary to establish a violation [of § 73.1216 of the Commission's rules]"); *Clear Channel Broadcasting Licenses, Inc.*, Notice of Apparent Liability for Forfeiture, 21 FCC Rcd 6808, 6810, para. 5 (Enf. Bur. 2006) (holding that with regard to what constitutes a false, misleading or deceptive announcement, it is enough "if the net impression of the announcement has a tendency to mislead the public") (internal quotation marks and citations omitted) (forfeiture paid); *Clear Channel Broadcasting Licenses, Inc.*, Notice of Apparent Liability for Forfeiture, 21 FCC Rcd 4072, 4074, para. 9 (Enf. Bur. 2006) ("Although Clear Channel later conducted a second drawing, such remedial action does not absolve it from liability and the proposed forfeiture penalty") (forfeiture paid).

⁵⁹ We caution licensees that future violations of comparable severity may incur higher penalties.

⁶⁰ See 47 U.S.C. § 503(b).

⁶¹ See 47 C.F.R. §§ 0.111, 0.311, 1.80(f)(4).

FOR A MONETARY FORFEITURE in the amount of four thousand dollars (\$4,000) for willful violation of Section 73.1216 of the Commission's rules.⁶²

17. Payment of the forfeiture shall be made in the manner provided for in Section 1.80 of the Rules by close of business on or before ten days after the date of the entry of this Order.⁶³ If the forfeiture is not paid within the period specified, the case may be referred to the U.S. Department of Justice for enforcement of the forfeiture pursuant to Section 504(a) of the Act.⁶⁴ Greater Boston Radio, Inc. shall send electronic notification of payment to Judy Lancaster at Judy.Lancaster@fcc.gov, Anjali K. Singh at Anjali.Singh@fcc.gov, and Jeffrey J. Gee at Jeffrey.Gee@fcc.gov on the date said payment is made.

18. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.⁶⁵ When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions you should follow based on the form of payment you select:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

19. Any request for full payment under an installment plan should be sent to: Chief Financial Officer—Financial Operations, Federal Communications Commission, 445 12th Street, S.W.,

⁶² See 47 C.F.R. § 73.1216.

⁶³ 47 C.F.R. § 1.80.

⁶⁴ 47 U.S.C. § 504(a).

⁶⁵ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

Room 1-A625, Washington, D.C. 20554.⁶⁶ If you have questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

20. **IT IS FURTHER ORDERED** that a copy of this Forfeiture Order shall be sent by First Class Mail and Certified Mail Return Receipt Requested to Greater Boston Radio, Inc., 35 Braintree Hill Office Park, Suite 300, Braintree, Massachusetts 02184-8703, and to its counsel, Sally A. Buckman and David S. Keir, Lerman Senter PLLC, 2000 K Street, NW, Suite 600, Washington, D.C. 20006-1809.

FEDERAL COMMUNICATIONS COMMISSION

Theresa Z. Cavanaugh
Chief, Investigations and Hearings Division
Enforcement Bureau

⁶⁶ See 47 C.F.R. § 1.1914.