

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

In the Matter of)	
)	
South Central Communications Corporation)	NAL Account No.: 201432080005
)	FRN: 0019642719
Licensee of Stations)	Facility ID Nos.: 61014, 61055, 73350, and
WIKY-FM, Evansville, Indiana;)	51072
WABX(FM), Evansville, Indiana;)	File No.: EB-09-IH-1908
WLFW(FM), Chandler, Indiana; and)	
WSTO(FM), Owensboro, Kentucky)	

NOTICE OF APPARENT LIABILITY FOR FORFEITURE

Adopted: March 20, 2014

Released: March 20, 2014

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

I. INTRODUCTION

1. In this Notice of Apparent Liability for Forfeiture (NAL), we find that South Central Communications Corporation (South Central), licensee of Stations WIKY-FM, Evansville, Indiana; WABX(FM), Evansville, Indiana; WLFW(FM), Chandler, Indiana; and WSTO(FM), Owensboro, Kentucky (Stations), apparently willfully violated Section 73.1216 of the Commission’s rules by failing to conduct a contest substantially as announced, including undue delay in concluding the contest, and by failing to fully and accurately disclose the material terms of the contest.¹ As a result, we find South Central apparently liable for a forfeiture in the amount of eight thousand dollars (\$8,000).

II. BACKGROUND

2. The Commission received a complaint alleging that South Central invited listeners to participate in a golf contest entitled “Par 3 Shoot Out” (Contest), but that it did not conduct the Contest substantially as announced or advertised.² The Complaint alleges that at least one participant and “weekly winner” in the Contest did not receive the promised prize of a Victoria National Golf Club hat, nor was the contestant placed in a drawing to win a Lexus or other prizes as promised in the Contest’s official rules.³

3. In response to the Complaint, on December 10, 2009, the Enforcement Bureau (Bureau) issued a letter of inquiry to South Central concerning these allegations.⁴ South Central filed a response on January 22, 2010.⁵ In its response, South Central acknowledges that the Stations conducted the Contest

¹ See 47 C.F.R. § 73.1216.

² Complaint to Federal Communications Commission, Form 2000E, No. 09-C00136930-1 (July 16, 2009) (on file in EB-09-IH-1908) (Complaint).

³ *Id.*

⁴ Letter from Kenneth M. Scheibel, Jr., Assistant Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to South Central Communications Corporation (Dec. 10, 2009) (on file in EB-09-IH-1908) (LOI).

⁵ Letter from Anne Goodwin Crump and Lee G. Petro, Fletcher, Heald & Hildreth, P.L.C., Counsel to South Central Communications Corporation, File No. EB-09-IH-1908, to Marlene H. Dortch, Secretary, Federal Communications Commission (Jan. 22, 2010) (on file in EB-09-IH-1908) (LOI Response). According to the LOI Response, South

(continued....)

and aired related promotional announcements on all of the Stations but notes that it conducted the Contest entirely online.⁶ South Central further notes that instead of conducting the Contest through its promotions department, which was its usual practice, it conducted the Contest through its interactive sales department.⁷

4. According to South Central, the Contest was to be conducted in two phases. The first phase was intended to consist of an 18-week, online golf competition, scheduled to begin on June 26, 2008, and end on October 30, 2008.⁸ During this phase, a prize consisting of a hat from the Victoria National Golf Club was to be awarded to the contestant who achieved the best score each week. Each such weekly online winner, plus one write-in contestant, would then be eligible to participate in the second phase of the Contest, originally scheduled for early November 2008.⁹ In the second phase, the remaining contestants were to participate in an actual golf competition in which each “finalist” would have one shot at a par three hole.¹⁰ The finalist that hit a golf ball closest to the pin would win a \$350 gift certificate to a golf store. In addition, any finalist that hit a hole-in-one would be awarded a Lexus automobile.¹¹

5. South Central further states that it conducted the online portion of the Contest from June 26, 2008, through early November 2008, selecting a winner each week.¹² South Central denies the allegation that it did not award the promised golf hats, claiming that they were made available for pick-up by the weekly winners.¹³ South Central acknowledges, however, that the second phase of the Contest was postponed in November 2008, initially due to inclement weather.¹⁴ South Central states that it subsequently terminated the employee administering the Contest and then “simply forgot” about the Contest.¹⁵ South Central states that receiving the LOI reminded it of this inadvertent oversight,¹⁶ and it subsequently resumed the final phase of the Contest.¹⁷ Prior to doing so, however, South Central changed the Contest rules to exclude professional golfers and club pros.¹⁸ South Central states that it changed the rules “in the interest of fairness,” although no one was actually declared ineligible as a result of this modification.¹⁹ South Central also states that it completed the second phase of the Contest on January 19, 2010, and that because of the delay, it awarded additional prizes to each finalist.²⁰

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Central brokers the programming on Station WEJK(FM). Counsel represents that the response also encompasses the actions of that Station, which we address in a concurrent NAL also released today.

⁶ See *id.* at 2–5.

⁷ *Id.* at 2–3.

⁸ See LOI Response at 3, Exhibit 2.

⁹ *Id.*

¹⁰ *Id.* According to South Central, no one chose to enter as a write-in contestant. *Id.* at 3.

¹¹ *Id.* at 3.

¹² *Id.*

¹³ *Id.* at 2–3, 5.

¹⁴ *Id.* at 3.

¹⁵ *Id.*

¹⁶ *Id.* at 4.

¹⁷ *Id.* at 3.

¹⁸ *Id.* at 4.

¹⁹ *Id.*

²⁰ *Id.* at 5. The additional prizes consisted of a \$25.00 gift certificate for a golf store and a catered lunch.

III. DISCUSSION

6. Pursuant to Section 503(b)(1) of the Communications Act of 1934, as amended (Act), any person who is determined by the Commission to have willfully or repeatedly failed to comply with any provision of the Act or any rule, regulation, or order issued by the Commission shall be liable to the United States for a forfeiture penalty.²¹ Section 312(f)(1) of the Act defines willful as “the conscious and deliberate commission or omission of [any] act, irrespective of any intent to violate” the law.²² The legislative history to Section 312(f)(1) of the Act clarifies that this definition of willful applies to both Sections 312 and 503(b) of the Act,²³ and the Commission has so interpreted the term in the Section 503(b) context.²⁴ The Commission may also assess a forfeiture for violations that are merely repeated, and not willful.²⁵ “Repeated” means that the act was committed or omitted more than once, or lasts more than one day.²⁶ In order to impose such a penalty, the Commission must issue a notice of apparent liability, the notice must be received, and the person against whom the notice has been issued must have an opportunity to show, in writing, why no such penalty should be imposed.²⁷ The Commission will then issue a forfeiture if it finds, by a preponderance of the evidence, that the person has willfully or repeatedly violated the Act or a Commission rule.²⁸ As described in greater detail below, we conclude under this procedure that South Central is apparently liable for a monetary forfeiture in the amount of eight thousand dollars (\$8,000) for its apparent willful and repeated failure to conduct a broadcast contest substantially as announced.

7. Under Section 73.1216 of the Commission’s rules, a broadcast licensee must conduct station-sponsored contests “substantially as announced or advertised,” and must fully and accurately disclose the “material terms” of such contests.²⁹ Material terms include, among other things, any eligibility restrictions, means of selection of winners, and the extent, nature, and value of prizes.³⁰ Regarding these requirements, the Commission has noted that “[t]he standards are high, for while contests are particularly susceptible to abuse, abuses can be prevented by diligent licensee attention to the planning and the conduct of contests.”³¹

8. As an initial matter, we note that South Central asserts throughout its response that the Stations conducted the Contest entirely online.³² Specifically, South Central states that it did not integrate

²¹ 47 U.S.C. § 503(b)(1)(B); 47 C.F.R. § 1.80(a)(1).

²² 47 U.S.C. § 312(f)(1).

²³ H.R. Rep. No. 97-765, 97th Cong. 2d Sess. 51 (1982).

²⁴ See, e.g., *S. Cal. Broad. Co.*, Memorandum Opinion and Order, 6 FCC Rcd 4387, 4388, para. 5 (1991).

²⁵ See, e.g., *Callais Cablevision, Inc., Grand Isle, Louisiana*, Notice of Apparent Liability for Monetary Forfeiture, 16 FCC Rcd 1359, 1362, para. 10 (2001) (*Callais Cablevision*) (assessing a forfeiture for a cable television operator’s repeated signal leakage).

²⁶ *S. Cal. Broad. Co.*, 6 FCC Rcd at 4388, para. 5; *Callais Cablevision, Inc.*, 16 FCC Rcd at 1362, para. 9.

²⁷ 47 U.S.C. § 503(b); 47 C.F.R. § 1.80(f).

²⁸ See, e.g., *SBC Communications, Inc.*, Forfeiture Order, 17 FCC Rcd 7589, 7591, para. 4 (2002) (forfeiture paid).

²⁹ 47 C.F.R. § 73.1216.

³⁰ *Id.*, notes 1(b) and 2.

³¹ *Honeyradio, Inc.*, Memorandum Opinion and Order, 69 FCC 2d 833, 838, para. 12 (1978) (holding licensee responsible for mistakes made during its conduct of a contest, and affirming a \$5,000 forfeiture for violation of Section 73.1216 of the rules) (quoting *Amendment of Part 73 of the Commission’s Rules Relating to Licensee-Conducted Contests*, Proposed Rulemaking, 53 FCC 2d 934, 935, para. 4 (1975)). See generally *Multicultural Radio Broad. Licensee, LLC*, Notice of Apparent Liability for Forfeiture, 22 FCC Rcd 21555, 21558, para. 7 (Enf. Bur. 2007) (forfeiture paid) (*Multicultural Radio*) (citing *Honeyradio, Inc.*).

³² LOI Response at 2–5.

the Contest into any of the Stations' programming, but that the promotions aired over the Stations simply encouraged listeners to go to the website where the Contest could be played.³³ To the extent that South Central implies that the Contest at issue is not subject to Section 73.1216, we reject that argument. Commission precedent makes clear that the contest rule applies when a licensee "broadcasts or advertises information about a contest it conducts."³⁴ Moreover, the Commission has previously found a licensee liable under Section 73.1216 in a case where the licensee aired promotional announcements for a contest that it claimed it conducted principally via its website.³⁵ South Central does not claim that it did not conduct the Contest, and the transcripts of the promotions aired over the Stations indicate that the Stations broadcast information concerning the Contest to the public.³⁶ Thus, the rule applies in this case.

A. South Central Failed to Conduct Contest Substantially as Announced or Advertised

9. We find that South Central violated Section 73.1216 of the Commission's rules by failing to conduct the Contest substantially as announced or advertised. First, in the notification letters it sent to contestants on December 30, 2009, South Central impermissibly altered the rules of the Contest by excluding professional golfers and club pros from eligibility.³⁷ Although South Central characterizes this as a minor change,³⁸ we note that Section 73.1216 defines material terms as those including any "eligibility restrictions."³⁹ In prior cases, we have found violations when licensees changed the prize,⁴⁰ or altered the time or means of selecting a winner,⁴¹ after the commencement of the Contest. Likewise, changing a contest's eligibility requirements after it has begun violates the rule.⁴²

10. Secondly, we find that South Central failed to complete the Contest within the promised timeframe. According to the Contest's rules, the 18 weekly winners were to compete in a one-hole event in which the ball stroked closest to the pin would win the grand prize, a \$350.00 gift certificate to a golf store.⁴³ Although this event was supposed to occur in early November 2008,⁴⁴ there was "a significant

³³ *Id.*

³⁴ 47 C.F.R. § 73.1216; *see, e.g., Multicultural Radio*, 22 FCC Rcd at 21558, para. 7.

³⁵ *See AMFM Broad. Licenses, LLC*, Notice of Apparent Liability for Forfeiture, 24 FCC Rcd 1529, 1532, para. 8 (Enf. Bur. 2009) (forfeiture paid) (finding Section 73.1216 applicable where licensee aired promotional announcements for a contest that it claimed it conducted principally via its website) (*AMFM Broad.*). *See also Clear Channel Communications, Inc.*, Notice of Apparent Liability for Forfeiture, 27 FCC Rcd 343, 346, para. 6 (Enf. Bur. 2012) (forfeiture paid) (finding Section 73.1216 applicable where licensee aired promotional announcements on the station for a contest that it claimed it "conducted on the Station Websites") (*Clear Channel*).

³⁶ LOI Response at Exhibit 3.

³⁷ *Id.* at 4.

³⁸ *Id.*

³⁹ 47 C.F.R. § 73.1216.

⁴⁰ *Multicultural Radio*, 22 FCC Rcd at 21560, para. 13 (finding station failed to conduct contest substantially as advertised by awarding only two TVs, instead of the five initially announced).

⁴¹ *See, e.g., Nassau Broad. III, L.L.C.*, Notice of Apparent Liability for Forfeiture, 25 FCC Rcd 12347, 12350, para. 8 (Enf. Bur. 2010) (forfeiture paid) (finding station failed to conduct contest in accordance with its advertised material terms by selecting grand prize winner day before announced expiration of contest entry period).

⁴² *See Clear Channel Broad. Licenses, Inc.*, Notice of Apparent Liability for Forfeiture, 21 FCC Rcd 4072, 4076, para. 9 (Enf. Bur. 2006) (forfeiture paid) (finding that licensee impermissibly changed contest eligibility requirements by barring participants from submitting multiple entries, where the contest rules did not specify such a restriction).

⁴³ LOI Response at 4.

⁴⁴ *See id.* at Exhibit 2.

delay,”⁴⁵ and the event did not take place until January 19, 2010—over one year after the originally-scheduled date.⁴⁶ Moreover, it was not until after we received the instant Complaint and initiated this investigation that South Central finally held the event and completed the Contest.⁴⁷ Under Commission precedent, such delay constitutes a failure to conduct the Contest substantially as announced.⁴⁸

11. South Central argues that the lapse in completing the Contest was not intentional, but rather an oversight related to the termination of the employee involved in administering the Contest.⁴⁹ According to South Central, after that employee left, it “simply forgot” about the Contest.⁵⁰ South Central adds that the Contest did not have the same safeguards in place as typical broadcast contests because it was an entirely new type of venture, operated by one employee outside the normal chain of command.⁵¹ Neither negligence nor inadvertence, however, can absolve licensees of liability in such cases.⁵² Similarly, the award of additional prizes to the finalists who participated in the final stage of the Contest⁵³ does not excuse the apparent rule violation.⁵⁴ While this aspect of the rule violation would, standing alone, warrant monetary forfeiture, because (as described above in paragraph 9) we find that South Central violated the rule on other grounds, it is not necessary for us to rely upon the delay to find liability. Nonetheless, such delay demonstrates the breadth of the Licensee’s misconduct and therefore informs our overall calculation of the monetary forfeiture in this case.

B. South Central Failed to Disclose Material Terms of the Contest

12. We also find that South Central failed to fully and accurately disclose the material terms of the Contest, as required by the rule.⁵⁵ As noted above, such material terms include “the extent, nature,

⁴⁵ *Id.* at 3.

⁴⁶ *See id.* at 3–4.

⁴⁷ South Central notes that it was not until it received the LOI that “it was forcibly reminded of its inadvertent oversight.” LOI Response at 4.

⁴⁸ *See, e.g., Saga Communications of New England, L.L.C.*, Forfeiture Order, 24 FCC Rcd 11934, 11936-37, para. 7 (Enf. Bur. 2009) (*Saga Communications*) (finding that unreasonable delay in awarding prizes is a failure to conduct contest substantially as announced), *aff’d*, Memorandum Opinion and Order, 25 FCC Rcd 3289 (Enf. Bur. 2010), *aff’d*, Order on Review, 26 FCC Rcd 16678 (2011). *See generally Public Notice Concerning Failure of Broadcast Licensees to Conduct Contests Fairly*, Public Notice, 45 FCC 2d 1056 (1974); *Amendment of Part 73 of the Commission’s Rules Relating to Licensee-Conducted Contests*, Notice of Proposed Rulemaking, 53 FCC 2d 934 (1975); *Amendment of Part 73 of the Commission’s Rules Relating to Licensee-Conducted Contests*, Report and Order, 60 FCC 2d 1072, 1073 (1976).

⁴⁹ *See* LOI Response at 8–9.

⁵⁰ *Id.* at 3.

⁵¹ *Id.*

⁵² *See Nationwide Communications Inc.*, Notice of Apparent Liability for Forfeiture, 9 FCC Rcd 175 (Mass Med. Bur. 1994) (forfeiture for violating contest rules imposed, notwithstanding licensee’s contention that its failure to conduct a contest substantially as announced was due to “inadvertence”), *forfeiture reduced*, Memorandum Opinion and Order, 9 FCC Rcd 2054 (Mass Med. Bur. 1994) (licensee’s history of compliance with Commission rules warranted forfeiture reduction).

⁵³ LOI Response at 9.

⁵⁴ *E.g., Saga Communications*, 24 FCC Rcd at 11937, para. 8 (additional prizes awarded as recompense not mitigating); *Capstar TX Ltd. Partnership (WKSS(FM))*, Notice of Apparent Liability for Forfeiture, 20 FCC Rcd 10636, 10640, para. 9 (Enf. Bur. 2005) (forfeiture paid) (licensee’s remedial efforts undertaken after complaint lodged not mitigating) (citing *AT&T Wireless Services, Inc.*, Notice of Apparent Liability for Forfeiture, 17 FCC Rcd 21866, 21871, para. 14 (2002)).

⁵⁵ 47 C.F.R. § 73.1216.

and value of prizes.”⁵⁶ The Contest’s official rules provided to the Bureau specify that weekly winners would receive a hat from Victoria National Golf Club, and that the Grand Prize was a \$350.00 gift certificate to the Tom Howard Golf Superstore.⁵⁷ The advertisements relating to the Contest that South Central broadcast over the air, however, state only that contestants can qualify to win a Lexus automobile—they do not mention the hat or the \$350.00 gift certificate.⁵⁸ As such, the on-air announcements failed to describe the actual extent, nature, and value of the prizes South Central intended to award. Moreover, none of the on-air announcements described any of the procedures by which prizes would be awarded, including the fact that the Lexus automobile would only be awarded to a finalist hitting a hole-in-one.⁵⁹ The on-air announcement therefore also failed to describe the means of selection of winners. South Central contends that the most effective method of informing potential contestants of the Contest rules was to include the rules on the website, which it implies is mitigating or exculpating.⁶⁰ Yet the Commission requires “stations to broadcast all of the material terms of a contest” that they conduct.⁶¹ Although rules announced through non-broadcast means (e.g., online) can supplement broadcast announcements, they cannot act as a substitute for broadcast announcements.⁶² Thus, South Central failed to accurately disclose the material terms of the Contest over the air. While this aspect of South Central’s contest rule violation would, standing alone, warrant a finding of liability, because (as described above in paragraph 9) we find that South Central violated the rule on other grounds, it is not necessary for us to rely upon South Central’s deficient announcements to find liability, and we do not do so in this case. At the same time, this failure reflects a broad pattern of contest misconduct and informs our overall calculation of the monetary forfeiture proposed below.

13. Finally, regarding the allegation that at least one participant and weekly winner in the Contest did not receive the promised prize of a Victoria National Golf Club hat, South Central has submitted persuasive evidence to the contrary. Through sworn declarations, South Central credibly submits that all of the golf hats were made available for pick-up by the weekly winners at the Stations.⁶³

14. Based upon the evidence before us, we find that South Central apparently willfully and repeatedly violated Section 73.1216 of the Commission’s rules by failing to conduct the Contest substantially as announced or advertised. The Commission’s *Forfeiture Policy Statement* sets a base forfeiture amount of four thousand dollars (\$4,000) for violation of Section 73.1216.⁶⁴ In assessing the monetary forfeiture amount, we must take into account the statutory factors set forth in Section 503(b)(2)(E)

⁵⁶ See *supra*, para. 7; 47 C.F.R. § 73.1216, note 1(b).

⁵⁷ LOI Response at Exhibit 2.

⁵⁸ *Id.* at Exhibit 3. Regarding its failure to include the automobile in the printed rules, South Central notes that the prize was not included as part of the Contest as originally planned but was added later. *Id.* at 4.

⁵⁹ *Id.* at Exhibit 3.

⁶⁰ See *id.* at 4.

⁶¹ *AK Media Group, Inc.*, Notice of Apparent Liability for Forfeiture, 15 FCC Rcd 7541, 7543, para. 7 (Enf. Bur. 2000) (*AK Media Group*).

⁶² *Id.*; see also *Clear Channel Broad. Licenses, Inc.*, Notice of Apparent Liability for Forfeiture, 15 FCC Rcd 2734, 2735, para. 7 (Enf. Bur. 2000) (holding that posting rules on the station’s website, in the absence of broadcast recitations, does not satisfy rule’s requirements).

⁶³ See LOI Response at 2–3, 5; Declarations of John P. Engelbrecht, Timothy Huelsing, and Paul Brayfield. See *Application of WorldCom, Inc. and MCI Communications Corp. for Transfer of Control of MCI Communications Corp. to Worldcom, Inc.*, Memorandum Opinion and Order, 13 FCC Rcd 18025, 18134, para. 193 (1998) (citing 47 C.F.R. § 1.17 (in light of their duty to be truthful and accurate in their representations to the Commission, statements provided by Commission licensees in response to investigatory or adjudicatory matters within the Commission’s jurisdiction are awarded substantial weight in the absence of persuasive evidence to the contrary)).

⁶⁴ See 47 C.F.R. § 1.80(b).

of the Act and Section 1.80 of the Commission's rules, which include 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 such matters as justice may require.⁶⁵ Based upon the facts and circumstances presented here,⁶⁶ we find that an upward adjustment to eight thousand dollars (\$8,000) is warranted because of South Central's pattern of violative conduct,⁶⁷ and because it conducted the Contest over four stations, not one, thus posing harm to a larger audience.⁶⁸ We note that the forfeiture amount assessed here does not exceed the maximum monetary forfeiture permissible under the Act and the Commission's rules.⁶⁹

IV. ORDERING CLAUSES

15. **ACCORDINGLY, IT IS ORDERED**, pursuant to Section 503(b) of the Communications Act of 1934, as amended,⁷⁰ and Sections 0.111, 0.204, 0.311, and 1.80 of the Commission's rules,⁷¹ that South Central Communications Corporation is hereby **NOTIFIED** of its **APPARENT LIABILITY FOR FORFEITURE** in the amount of eight thousand dollars (\$8,000) for apparently willfully and repeatedly violating Section 73.1216 of the Commission's rules.⁷²

16. **IT IS FURTHER ORDERED**, pursuant to Section 1.80 of the Commission's rules,⁷³ that within thirty (30) days of the release date of this *NAL*, South Central Communications Corporation **SHALL PAY** the full amount of the proposed forfeiture or **SHALL FILE** a written statement seeking reduction or cancellation of the proposed forfeiture.

17. Payment of the forfeiture must be made by check or similar instrument, wire transfer, or credit card, and must include the *NAL*/Account number and FRN referenced above. South Central Communications Corporation shall send electronic notification of payment to Terry.Cavanaugh@fcc.gov, Kenneth.Scheibel@fcc.gov and Guy.Benson@fcc.gov, on the date said payment is made. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.⁷⁴ 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:

⁶⁵ See 47 U.S.C. § 503(b)(2)(E); 47 C.F.R. § 1.80(b)(4).

⁶⁶ See *supra*, para. 9.

⁶⁷ See *Multicultural Radio*, 22 FCC Rcd at 21551, para. 15 (finding that a demonstrated pattern of violative conduct with regard to a licensee's administration of its contests warranted upward adjustment of the proposed forfeiture).

⁶⁸ See *Clear Channel*, 27 FCC Rcd at 347-48, para. 9.

⁶⁹ See 47 U.S.C. § 503(b)(2); 47 C.F.R. § 1.80(b). See also Federal Civil Penalties Inflation Adjustment Act of 1990, Pub. L. No. 101-410, 104 Stat. 890, amended by Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, Sec. 31001, 110 Stat. 1321 (codified as amended at 28 U.S.C. § 2461 note (4)); *Inflation Adjustment of Maximum Forfeiture Penalties*, Rules and Regulations, 73 Fed. Reg. 44663, 44664 (July 31, 2008) (applicable for violations that occurred after Sept. 2, 2008, but before Sept. 13, 2013); *Amendment of Section 1.80(b) of the Commission's Rules, Adjustment of Civil Monetary Penalties to Reflect Inflation*, Order, 28 FCC Rcd 10785 (Enf. Bur. 2013); *Inflation Adjustment of Maximum Forfeiture Penalties*, Rules and Regulations, 78 Fed. Reg. 49370 (Aug. 14, 2013) (applicable for violations that occurred after Sept. 13, 2013).

⁷⁰ 47 U.S.C. § 503(b).

⁷¹ 47 C.F.R. §§ 0.111, 0.204, 0.311, 1.80.

⁷² 47 U.S.C. § 503(b); 47 C.F.R. §§ 1.80, 73.1201.

⁷³ 47 C.F.R. § 1.80.

⁷⁴ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

- 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.

18. 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., Room 1-A625, Washington, D.C. 20554.⁷⁵ 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.

19. The response, if any, must be mailed to Theresa Z. Cavanaugh, Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Room 4-C330, Washington, D.C. 20554, and **SHALL INCLUDE** the NAL/Acct. number referenced above. In addition, to the extent practicable, a copy of the response, if any, should also be transmitted via e-mail to Terry.Cavanaugh@fcc.gov, Kenneth.Scheibel@fcc.gov, and Guy.Benson@fcc.gov.

20. The Commission will not consider reducing or canceling a forfeiture in response to a claim of inability to pay unless the respondent submits: (1) federal tax returns for the most recent three-year period; (2) financial statements prepared according to generally accepted accounting practices (GAAP); or (3) some other reliable and objective documentation that accurately reflects the respondent's current financial status. Any claim of inability to pay must specifically identify the basis for the claim by reference to the financial documentation submitted.

⁷⁵ See 47 C.F.R. § 1.1914.

21. **IT IS FURTHER ORDERED**, that the Complaint referenced in this proceeding **IS GRANTED** to the extent indicated herein and **IS OTHERWISE DENIED**, and the complaint proceeding **IS HEREBY TERMINATED**.⁷⁶

22. **IT IS FURTHER ORDERED**, that copies of this NAL shall be sent, by First Class Mail and Certified Mail, to Lee Petro, Esquire, Counsel for South Central Communications Corporation, Drinker Biddle, 1500 K Street, N.W., Washington, DC 20005-1209.

FEDERAL COMMUNICATIONS COMMISSION

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

⁷⁶ For purposes of the forfeiture proceeding initiated by this *NAL*, South Central Communications Corporation shall be the only party to this proceeding.