

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

In the Matter of)
)
Gow Media, LLC) File No.: EB-IHD-18-00027929
) NAL/Acct. No.: 202032080026
Licensee of Station KFNC(FM), Mont Belvieu, TX) FRN: 0026501551

NOTICE OF APPARENT LIABILITY FOR FORFEITURE

Adopted: July 8, 2020

Released: July 8, 2020

By the Chief, Enforcement Bureau:

I. INTRODUCTION

1. Broadcast stations conduct on-air contests to engage and entertain their listeners and/or viewers, and to promote the stations and their sponsors. When broadcast stations fail to conduct contests as announced, however, their audiences are misled. The Federal Communications Commission (FCC or Commission) has long enforced rules to prohibit stations from deceiving their audiences by failing to fully describe the material terms of contests, or by not conducting contests in accordance with the announced contest rules. Here, we find that Gow Media, LLC (Gow Media or Licensee), licensee of KFNC(FM) (KFNC or Station), Mont Belvieu, Texas, apparently violated the Commission’s rules when it failed to timely award a contest prize, thereby not conducting the contest substantially as announced or advertised. We, therefore, propose a penalty of \$5,200 against Gow Media for its apparent violation of the Commission’s rules.1 Our action today advances the Commission’s longstanding goal of protecting the public from being deceived by broadcast contests.

II. BACKGROUND

2. Legal Background. Section 73.1216 of the Commission’s rules (the Contest Rule) requires a licensee to “fully and accurately disclose the material terms” of a contest it broadcasts or advertises, and to conduct the contest “substantially as announced and advertised.”2 Although the Commission in 2015 updated section 73.1216 to permit broadcast licensees to disclose material contest terms either by broadcasting those terms or making them available in writing on a publicly accessible internet website, it at the same time affirmed the core principles of section 73.1216, including the requirement that contests be conducted substantially as announced or advertised.3 Contest prizes must be

1 Any entity that is a “Small Business Concern” as defined in the Small Business Act (Pub. L. 85-536, 72 Stat. 384 (codified as amended at 15 U.S.C. §§ 631 et seq. (2010)) may avail itself of rights set forth in that Act, including rights set forth in 15 U.S.C. § 657, “Oversight of Regulatory Enforcement,” in addition to other rights set forth herein.

2 47 CFR § 73.1216(a); 2015 Section 73.1216 Report and Order, 30 FCC Rcd at 10468-69, para. 3 (updating rule to permit broadcasters to comply with contest disclosure requirements by either broadcasting material contest terms or making them available in writing on a publicly available Internet website but also affirming the Rule’s core principles).

3 47 CFR § 73.1216; 2015 Section 73.1216 Report and Order, 30 FCC Rcd at 10468-69, paras. 1, 3.

awarded promptly, and an “[u]nreasonable delay in awarding prizes, . . . is a failure to conduct the contest substantially as announced.”⁴

3. *Factual Background.* KFNC is licensed to Gow Media,⁵ which purports to be the “largest privately-owned media company in Texas.”⁶ On September 3, 2018, the Commission received a complaint alleging that Gow Media failed to timely award a prize to the winner of a Fantasy Football contest broadcast on KFNC in 2016.⁷ Specifically, the Complainant claims that the advertised prize was an all-expenses-paid vacation to Marival Resort in Mexico.⁸ After winning the contest, however, the Complainant reports that he “never received the prize despite many calls, emails, and messages.”⁹ The Complainant also claims that he spoke directly with the “promo director” about this issue, but that the matter remained unresolved through September of 2018.¹⁰

4. On October 23, 2018, the Enforcement Bureau’s Investigations and Hearings Division issued a Letter of Inquiry (LOI) to Gow Media directing it to submit information and documents related to the contest.¹¹ In its LOI Response, Gow Media asserts that it does not contest the claims made by the Complainant.¹² The Licensee confirms that it sponsored the “Bud Light Ultimate Fantasy Draft Party” between August 19, 2015, and January 5, 2016.¹³ The advertised grand prize was “a double room for two people for four nights/five days inclusive vacation at the Marival Resort and Suites, located in Puerto Vallarta, Mexico.”¹⁴ The Licensee claims that while the operator of the resort “committed to providing

⁴ *Saga Communications of New England, L.L.C.*, Forfeiture Order, 24 FCC Rcd 11934, 11937, para. 7 (EB 2009) (*Saga Forfeiture Order*), *recons. denied*, Memorandum Opinion and Order, 25 FCC Rcd 3289, 3290-91, para. 5 (EB 2010), *review denied*, Order on Review, 26 FCC Rcd 11678, 11681, para. 8 (2011) (denying review, affirming a \$4,000 forfeiture, and concluding that requirement to award prizes in a timely manner is implicit to the conduct of a fair contest), *settled sub nom. United States v. Saga Communications of New England, LLC*, Settlement and Dismissal Agreement and Stipulated Order of Dismissal with Prejudice, Civil Action No. 10-12407 (E.D. Mich. Apr. 4, 2012). The Commission’s pronouncement concerning the prompt award of contest prizes was left unchanged in the recent update of section 73.1216. *See 2015 Section 73.1216 Report and Order*, 30 FCC Rcd 10468.

⁵ Federal Communications Commission, KFNC Station Search Details, https://licensing.fcc.gov/cgi-bin/ws.exe/prod/cdbs/pubacc/prod/sta_det.pl?Facility_id=52407 (last visited Jan. 28, 2020).

⁶ About Gow Media, <https://www.gowmedia.com/about/> (last visited Jan. 28, 2020).

⁷ Complaint No. 2746856 (Sep. 3, 2018) (on file in EB-IHD-18-00027929) (Complaint).

⁸ *Id.*

⁹ *Id.*

¹⁰ *Id.*

¹¹ Letter of Inquiry from Christopher J. Sova, Deputy Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to David Gow, Chairman and Chief Executive Officer, Gow Media, LLC (Oct. 23, 2018) (on file in EB-IHD-18-00027929) (LOI).

¹² Letter of Inquiry Response from Barry A. Friedman, Thompson Hine LLP, counsel to Gow Media, LLC, to Gary Oshinsky, Attorney Advisor, Investigations and Hearings Division, FCC Enforcement Bureau (Nov. 27, 2018) (on file in EB-IHD-18-00027929) (LOI Response) at 7, Response to Inquiry 10. Gow Media originally sought confidential treatment of certain information and documents submitted in its LOI Response, but later, withdrew its request. *See* E-mail from Anya Baez, Attorney Advisor, Investigations and Hearings Division, FCC Enforcement Bureau, to Barry A. Friedman, Thompson Hine LLP, counsel to Gow Media, LLC, (Apr. 1, 2020) (on file in EB-IHD-18-00027929).

¹³ LOI Response at 3, Response to Inquiry 2.

¹⁴ *Id.* at 4, Response to Inquiry 2.

the vacation prize for the contest” and worked with the Licensee to promote the resort, when it came time to award the prize to the contest winner, “the resort operator reneged on its commitment.”¹⁵

5. The Licensee alleges that the employee charged with overseeing the contest – the Station’s promotions director – failed to inform management that the resort operator had withdrawn the prize, and did not take immediate action to resolve the failure to award the advertised prize.¹⁶ Gow Media claims that once this issue was brought to management’s attention, the Station promptly awarded the Complainant a replacement prize of greater value.¹⁷ On October 5, 2018, the Licensee offered the Complainant \$3,600 in cash, which it claims represents twice the value of the advertised prize.¹⁸ The Complainant accepted the replacement prize and signed a Settlement Agreement with the Licensee, indicating that “he would like to rescind his complaint” with the FCC.¹⁹

III. DISCUSSION

A. Gow Media Apparently Violated the Contest Rule

6. We find that Gow Media’s failure to award the promised all-expenses-paid vacation to the Complainant in a timely manner constitutes a failure to conduct the Contest substantially as announced, in apparent violation of section 73.1216.²⁰ Although it appears Gow Media ultimately took steps to resolve this issue, such steps were not undertaken until after our investigation commenced. Gow Media provides no explanation for its employee’s failure to promptly respond to the Complainant’s inquiries about the prize,²¹ nor does it explain why the matter remained unresolved for two years.²² In this regard, we note that KFNC’s Official Contest Rules limit the time period for a contestant to claim the prize to 30 business days after winning.²³ Therefore, timely fulfillment of the prize – demonstrated by requiring the winner’s prompt steps toward prize retrieval – was a material term of the Licensee’s own contest rules.

7. Moreover, the Licensee’s actions to provide the Complainant free tickets to a sporting event as an “interim prize,” and a cash settlement, do not negate its liability for failing to comply with the Contest Rule.²⁴ Commission precedent is clear that “neither the improper actions of a licensee’s employees nor subsequent remedial actions undertaken by a licensee can excuse or nullify a licensee’s rule violation.”²⁵ In addition, we have found that “[s]imilarly, the award of additional prizes ... does not excuse the apparent rule violation.”²⁶

¹⁵ *Id.* at 1.

¹⁶ *Id.*

¹⁷ *Id.* at 1-2.

¹⁸ *Id.* at 4, Response to Inquiry 2.

¹⁹ *Id.* Attach. 4 at 1 (Settlement Agreement).

²⁰ *Saga Forfeiture Order*, 24 FCC Rcd at 11937, para. 7.

²¹ LOI Response at 8. *See also Saga Forfeiture Order*, 24 FCC Rcd at 11938, para. 10 (licensee held responsible for its employees to properly contact and respond to a contest winner’s attempt to claim his prize).

²² LOI Response at 7.

²³ *Id.* at Document No. 1, para. 14.

²⁴ *Good Karma Broadcasting, LLC*, Forfeiture Order, 27 FCC Rcd 10938, 10943 (EB 2012) (rejecting licensee’s claim that section 73.1216 does not require licensees to broadcast announcements that prizes of equal value might be substituted for certain previously announced prizes) (forfeiture paid).

²⁵ *Entercom Wichita License, LLC*, Forfeiture Order, 24 FCC Rcd 1270, 1272, para. 6 (EB 2009) (*Entercom Wichita*); *Capstar TX Limited Partnership (WKSS(FM))*, Notice of Apparent Liability for Forfeiture, 20 FCC Rcd

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B. Proposed Forfeiture

8. Section 503(b) of the Communications Act of 1934, as amended (Act),²⁷ authorizes the Commission to impose a forfeiture against any entity that “willfully or repeatedly fail[s] to comply with any of the provisions of [the Act] or of any rule, regulation, or order issued by the Commission.”²⁸ 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.²⁹ Gow Media’s omission, which resulted in its failure to award Complainant the announced Contest prize of an all-expenses-paid vacation to Marival Resort in Mexico, was, under the law, willful regardless of whether the omission was inadvertent, unintentional, or the result of human error or a miscommunication.³⁰ Based upon the record before us, we find that Gow Media’s apparent violation of section 73.1216 was willful.

9. Section 503(b)(2)(A) of the Act authorizes the Commission to assess a forfeiture against Gow Media of up to \$51,222 per violation or for each day of a continuing violation, up to a statutory maximum of \$512,228 for a single act or failure to act.³¹ In exercising our forfeiture authority, we

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10636, 10640, para. 9 (EB/IHD 2005) (finding that remedial actions do not absolve licensee of liability for violation of section 73.1216) (forfeiture paid).

²⁶ *Boonville Broad. Co.*, Notice of Apparent Liability for Forfeiture, 29 FCC Rcd 2845, 2850-51, para. 13 (EB/IHD 2014), citing *e.g.*, *Saga Forfeiture Order*, 24 FCC Rcd at 11937, para. 8 (additional prizes awarded as recompense not mitigating).

²⁷ 47 U.S.C. § 151 *et seq.*

²⁸ 47 U.S.C. § 503(b).

²⁹ 47 U.S.C. § 312(f)(1). 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, and the Commission has so interpreted the term in the section 503(b) context. H.R. Rep. No. 97-765, at 51 (1982), as reprinted in 1982 U.S.C.C.A.N 2261, 2294-95 (“This provision [inserted in Section 312] defines the terms ‘willful’ and ‘repeated’ for purposes of section 312, and for any other relevant section of the act (e.g., Section 503) As defined[,] . . . ‘willful’ means that the licensee knew that he was doing the act in question, regardless of whether there was an intent to violate the law. ‘Repeated’ means more than once, or where the act is continuous, for more than one day. Whether an act is considered to be ‘continuous’ would depend upon the circumstances in each case. The definitions are intended primarily to clarify the language in Sections 312 and 503, and are consistent with the Commission’s application of those terms”); *see, e.g.*, *S. Cal. Broad. Co.*, Memorandum Opinion and Order, 6 FCC Rcd 4387, 4388, para. 5 (1991), *recons. denied*, Memorandum Opinion and Order, 7 FCC Rcd 3454 (1992).

³⁰ *CBS Radio Holdings, Inc.*, Notice of Apparent Liability for Forfeiture, 27 FCC Rcd 10099, 10103, para. 9 (EB/IHD 2012) (finding that inadvertence does not prevent a section 73.1216 violation from being willful or preclude liability) (forfeiture paid); *Saga Forfeiture Order*, 24 FCC Rcd at 11937-38, para. 9. *See Farnell O’Quinn*, Memorandum Opinion and Order, 19 FCC Rcd 17428, 17429-30, para. 6 (EB 2004) (the term “willful” in section 503(b) of the Act does not require a finding that the rule violation was intentional or that the violator was aware that it was committing a rule violation).

³¹ 47 U.S.C. § 503(b)(2)(A); 47 CFR § 1.80(b)(1). These amounts reflect inflation adjustments of the forfeitures specified in section 503(b)(2)(A). The Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Pub. L. No 114-74, § 701, 129 Stat. 584, 599 (2015 Inflation Adjustment Act) requires agencies, starting in 2017, to adjust annually the civil monetary penalties covered thereunder, and to publish each such annual adjustment by January 15. The 2015 Inflation Adjustment Act amended the Federal Civil Penalties Inflation Adjustment Act of 1990, which is codified, as amended, at 28 U.S.C. § 2461 note (Inflation Adjustment Act). The Bureau released the order making the 2020 annual adjustment on December 27, 2019. *See Amendment of section 1.80(b) of the Commission’s Rules, Adjustment of Civil Monetary Penalties to Reflect Inflation*, Order, 34 FCC Rcd 12824 (EB 2019); *see also Annual Adjustment of Civil Monetary Penalties to Reflect Inflation*, 85 Fed. Reg. 2318 (Jan. 15, 2020) (setting January 15, 2020, as the effective date for the increases). The 2015 Inflation Adjustment Act provides that the new penalty levels shall apply to penalties assessed after the effective date of the increase, “including [penalties] whose associated violation predated such increase.” *See* 28 U.S.C. § 2461 note, citing Inflation Adjustment Act, as amended, § 6.

consider 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, substantial economic gain, and such other matters as justice may require.³² In addition, the Commission has established forfeiture guidelines; they establish base penalties for certain violations and identify criteria that we consider when determining the appropriate penalty in any given case.³³ Under these guidelines, we may adjust a forfeiture upward for violations that are egregious, intentional, or repeated, or that cause substantial harm or generate substantial economic gain for the violator.³⁴

10. Section 1.80 of the Commission's rules sets a base forfeiture of \$4,000 for a violation of section 73.1216.³⁵ In this matter, we first apply the \$4,000 base forfeiture to Gow Media's apparent violation of section 73.1216 based on its failure to conduct the Contest over KFNC substantially as announced because it did not award the winner of the Contest the announced prize of an all-expenses-paid vacation to Marival Resort in Mexico in a timely manner, or at all. We have discretion, however, to make adjustments to the base forfeiture, taking into account the particular facts of each individual case.³⁶

11. In this case, given the totality of the circumstances, and consistent with the *1997 Forfeiture Policy Statement*, we conclude that an upward adjustment is warranted. This adjustment is based upon the statutory factors, including the nature and circumstances of the violation. Gow Media does not dispute the factual allegations concerning its failure to respond to Complainant's repeated efforts to claim the prize over a period of two years.³⁷ Thus, the factors under section 503 of the Act and section 1.80 of the Commission's rules support an upward adjustment to the base forfeiture amount.³⁸

12. In applying the applicable statutory factors, we must also consider whether any factors support a downward adjustment of the proposed forfeiture. Even assuming, arguendo, that Gow Media's actions were inadvertent, negligent, or the result of human error, under pertinent Commission precedent, such factors are neither exculpatory nor mitigating, and do not support any downward adjustment.³⁹

³² 47 U.S.C. § 503(b)(2)(E).

³³ 47 CFR § 1.80(b)(8), Note to paragraph (b)(8).

³⁴ *Id.*

³⁵ 47 CFR § 1.80(b).

³⁶ *The Commission's Forfeiture Policy Statement and Amendment of Section 1.80 of the Commission's Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087, 17098–99, para. 22 (1997) (noting that “[a]lthough we have adopted the base forfeiture amounts as guidelines to provide a measure of predictability to the forfeiture process, we retain our discretion to depart from the guidelines and issue forfeitures on a case-by-case basis, under our general forfeiture authority contained in Section 503 of the Act”) (*1997 Forfeiture Policy Statement*), *recons. denied*, Memorandum Opinion and Order, 15 FCC Rcd 303 (1999).

³⁷ LOI Response at 7-8.

³⁸ *See South Central Communications Corporation, Licensee of Stations WIKY-FM, Evansville, Indiana; WABX(FM), Evansville, Indiana; WLFW(FM), Chandler, Indiana; & WSTO(FM), Owensboro, Kentucky*, Notice of Apparent Liability for Forfeiture, 29 FCC Rcd 2855 (EB 2014) (upward adjustment imposed for delaying award by over a year and failing to remedy violations until after the Bureau opened an investigation) (forfeiture paid).

³⁹ *See Unipoint Technologies, Inc. d/b/a Comfi.com d/b/a Masterbell.com d/b/a Pushline.com a/k/a Communications Fidelity*, Forfeiture Order, 29 FCC Rcd 1633, 1640, para. 21 (2014) (“It is immaterial whether [the licensee’s] violations were inadvertent, the result of ignorance of the law, or the product of administrative oversight.”), *default judgment entered, United States v. Unipoint Technologies, Inc.*, No. 14-12020-LTS, 2016 WL 8902575, at *1-2 (D. Mass. Apr. 27, 2016); *Texas Soaring Association, Inc. Midlothian, Texas*, Forfeiture Order, 28 FCC Rcd 10740, 10743-44, para. 7 (EB 2013) (“Even if administrative oversight, inadvertence, or a lack of familiarity with the Rules may have contributed to the violation, they do not . . . mitigate liability arising therefrom”) (footnotes omitted) (forfeiture paid); *Cascade Access, L.L.C.*, Forfeiture Order, 28 FCC Rcd 141, 145, para. 9 (EB 2013) (rejecting argument that the unintentional nature of the violation justifies mitigation of the forfeiture amount), *recons. denied*, Memorandum Opinion and Order, 30 FCC Rcd 14018 (EB 2015) (forfeiture paid); *América Móvil, S.A.B. de C.V.*

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Similarly, Gow Media's post-complaint corrective measures do not justify forfeiture reduction – particularly as those measures were undertaken only after Gow Media received our LOI.⁴⁰ However, it appears that Gow Media has no history of prior compliance violations,⁴¹ which, we find, on the facts of this case, warrant a modest reduction to the adjusted forfeiture amount. Therefore, after applying and balancing the *1997 Forfeiture Policy Statement*, section 1.80 of the Commission's rules, and the statutory factors, we find that Gow Media is apparently liable for a forfeiture of \$5,200.

IV. CONCLUSION

13. We have determined that Gow Media apparently willfully violated section 73.1216. Upon consideration of the facts of the case, and the factors specified in the *1997 Forfeiture Policy Statement*, section 1.80 of the Commission's rules, and the statutory factors, we find that Gow Media is apparently liable for a forfeiture of \$5,200.

V. ORDERING CLAUSES

14. Accordingly, **IT IS ORDERED** that, pursuant to section 503(b) of the Act⁴² and sections 0.111, 0.311 and 1.80 of the Commission's rules,⁴³ Gow Media, LLC, **IS** hereby **NOTIFIED** of its **APPARENT LIABILITY FOR A FORFEITURE** in the amount of Five Thousand and Two Hundred Dollars (\$5,200) for willful violation of section 73.1216 of the Commission's rules.⁴⁴

15. **IT IS FURTHER ORDERED** that, pursuant to section 1.80 of the Commission's rules,⁴⁵ within thirty (30) calendar days of the release date of this Notice of Apparent Liability for Forfeiture, Gow Media, LLC, **SHALL PAY** the full amount of the proposed forfeiture or **SHALL FILE** a written statement seeking reduction or cancellation of the proposed forfeiture consistent with paragraph 18 below.

16. Gow Media, LLC shall send electronic notification of payment to Anya Baez, Enforcement Bureau, Federal Communications Commission, at Anya.Baez@fcc.gov on the date that said payment is made. Payment of the forfeiture must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment

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Parent of Puerto Rico Telephone Company, Inc., Notice of Apparent Liability for Forfeiture, 26 FCC Rcd 8672, 8676, para. 11 (EB 2011) (“While América Móvil claimed that the violation was a result of an inadvertent oversight, it is well established that administrative oversight or inadvertence is not a mitigating factor warranting a downward adjustment of a forfeiture.”) (forfeiture paid).

⁴⁰ LOI Response at 1-2; *Saga Forfeiture Order*, 24 FCC Rcd at 11937, para. 8 (ruling that licensee's subsequent remedial steps to correct its internal procedures to avoid recurrence of its failure to promptly award all components of a contest prize are not mitigating); *Entercom Wichita*, 24 FCC Rcd at 1272, para. 6 (ruling that licensee's corrective measure, taken after commencement of the investigation, to award the prize does not justify cancellation or reduction of the forfeiture).

⁴¹ Federal Communications Commission, Public Inspection Files, [https://publicfiles.fcc.gov/find/%22gow%20media%22/page-offset-0/order-best-match/filter-\[\]/#files](https://publicfiles.fcc.gov/find/%22gow%20media%22/page-offset-0/order-best-match/filter-[]/#files) (last visited Jan. 31, 2020).

⁴² 47 U.S.C. § 503(b).

⁴³ 47 CFR §§ 0.111, 0.311, 1.80.

⁴⁴ 47 CFR § 73.1216.

⁴⁵ 47 CFR § 1.80.

system),⁴⁶ or by wire transfer. The Commission no longer accepts forfeiture payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:⁴⁷:

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 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 may result in payment not being recognized as having been received. When completing FCC Form 159, 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). 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 the Commission’s Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by credit card, log-in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Pay bills” on the Fee Filer Menu, and select the bill number associated with the NAL Account – the bill number is the NAL Account number with the first two digits excluded – and then choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99-dollar limitation on credit card transactions.
- Payment by ACH must be made by using the Commission’s Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Pay bills” on the Fee Filer Menu and then select the bill number associated to the NAL Account – the bill number is the NAL Account number with the first two digits excluded – and 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.

17. Any request for full payment under an installment plan should be sent to: Chief Financial Officer – Financial Operations, Federal Communications Commission, 445 12th Street, SW, Room 1-A625, Washington, DC 20554. Questions regarding payment procedures should be directed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

18. The written statement seeking reduction or cancellation of the proposed forfeiture, if any, must include a detailed factual statement supported by appropriate documentation and affidavits pursuant to sections 1.80(f)(3) and 1.16 of the Commission’s rules.⁴⁸ The written statement must be mailed to the Office of the Secretary, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, ATTN: Enforcement Bureau – Investigations and Hearings Division, and must include the NAL/Account Number referenced in the caption. The statement must also be e-mailed to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, Kenneth Scheibel at Kenneth.Scheibel@fcc.gov, and Anya Baez at Anya.Baez@fcc.gov. The electronic copy shall be produced in a format that allows the Commission to access and use it, together with instructions and all

⁴⁶ Payments made using the Commission’s Fee Filer system do not require the submission of an FCC Form 159.

⁴⁷ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

⁴⁸ 47 CFR §§ 1.80(f)(3), 1.16.

other materials necessary to use or interpret the data, including record layouts, data dictionaries, and a description of the data's source. All responses, accompanying documentation, affidavits, and attachments, including recordings, exceeding 5MB must be sent to the Commission's secure online file system by e-mailing such documents as attachments to: KFNC.tqxwxqksqh5yi13j@u.box.com, consistent with the following parameters:

- Upload documents and supporting documentation as e-mail attachments only. Only the attachments will be uploaded to the secure folder. **E-mails and any accompanying text used for the purpose of uploading attachments, will NOT be uploaded to the secure folder.**
- Each e-mail upload of documents and supporting documentation must not exceed 50MB. Multiple e-mails may be necessary to upload attached files that exceed a total of 50MB.
- Copies of e-mails containing text that are responsive to this Notice of Apparent Liability for Forfeiture must be uploaded separately as .PDF or .ZIP file attachments.
- Both designated Commission staff and the sender will receive a notification e-mail that files were uploaded successfully.
- If you need help or have questions about how to provide electronic copies of the response or any accompanying documents or recordings, please contact Anya Baez at Anya.Baez@fcc.gov or 202-418-7259 **no later than two business days prior to the response due date to ensure timely transmission of the response.**

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

20. **IT IS FURTHER ORDERED** that a copy of this Notice of Apparent Liability for Forfeiture shall be sent by first class mail and certified mail, return receipt requested to David Gow, Chairman and Chief Executive Officer, Gow Media, LLC, 5353 West Alabama, Suite 415, Houston, Texas 77056, and to Barry A. Friedman, Thompson Hine LLP, counsel to Gow Media, LLC, 1919 M Street, NW, Suite 700, Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau