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

In the Matter of	)	
	)	
WebNet Communications, Inc.	)	File No. EB-01-TC-064
	)	NAL/Acct. No. 200232170002
Apparent Liability for Forfeiture	)	FRN: 0006-2725-53

NOTICE OF APPARENT LIABILITY FOR FORFEITURE

Adopted: June 13, 2002 **Released: June 20. 2002**

By the Commission:

I. INTRODUCTION

1. In this Notice of Apparent Liability for Forfeiture (NAL),[1] we find that WebNet Communications, Inc. (WebNet) apparently willfully or repeatedly violated section 258 of the Communications Act of 1934, as amended (the Act),[2] as well as Commission rules and orders, by changing the designated preferred carriers of 20 consumers without their authorization and verification, a practice commonly known as "slamming."[3] Based upon our review of the facts and circumstances surrounding the violations, we find WebNet apparently liable for a forfeiture in the amount of $1,200,000. Continued violations of our rules could result in the issuance of an order to show cause why WebNet's operating authority should not be revoked and its principals prohibited from being a principal in any other interstate telecommunications provider without prior Commission approval.[4]

2. After receiving a high number of consumer complaints against WebNet, the Enforcement Bureau, along with 14 state agencies, launched an investigation into the consumers' allegations of

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[1] *See* 47 U.S.C. § 503(b)(4)(A). The Commission has authority under this section of the Act to assess a forfeiture penalty against a common carrier if the Commission determines that the carrier has "willfully or repeatedly" failed to comply with the provisions of the Act or with any rule, regulation, or order issued by the Commission under the Act. For a violation to be willful, it need not be intentional. *Southern California Broadcasting Co.*, 6 FCC Rcd 4387 (1991). *See also Implementation of the Subscriber Carrier Selection Changes Provisions of the Telecommunications Act of 1996; Policies and Rules Concerning Unauthorized Changes of Consumers Long Distance Carriers*, Second Report and Order, 14 FCC Rcd 1508, 1539 (1998) (*1998 Second Report and Order*).

[2] 47 U.S.C. § 258.

[3] "Slamming" is the submission or execution of an unauthorized change in a subscriber's selection of a provider of telecommunications service. *See, generally,* 47 C.F.R. §§ 64.1100-64.1195.

[4] *See CNN, Inc., et al,* Order to Show Cause and Notice of Opportunity for Hearing, 12 FCC Rcd 8547 (1997).

slamming. The 14 state agencies, all of whom represent states that have chosen to administer our slamming liability rules,[5] forwarded information on WebNet's activities to us.[6] Based on the complaints received, along with the responses WebNet provided, we conclude that WebNet apparently violated section 258 of the Act and section 64.1120 of Commission's rules.[7] As explained below, we propose a fine of $60,000 for each of 20 apparent violations represented by the consumer complaints listed in Appendix A, for a total proposed forfeiture of $1,200,000.

II. BACKGROUND

A. The Complaints

3. WebNet is a national provider of long distance telephone service, located in McLean, VA.[8] All of the consumers who filed the complaints that form the basis of this NAL maintain that they did not authorize WebNet to change their preferred carriers.[9] For illustrative purposes, we will profile two complaints that appear to be representative of WebNet's marketing and verification practices.

4. At the end of July, 2001, Bernadette and Mark Mercurio filed a complaint alleging that WebNet changed their preferred long distance carrier to WebNet without their authorization.[10] In support of that complaint, Mr. And Mrs. Mercurio also filed a declaration, which stated in part:

> On June 20th, someone called us from WebNet explaining that our name and telephone number had been picked by their computer system for us to win a free gift. WebNet stated that we won a 500 minute phone card and $50.00. In order for us to claim our prize, WebNet asked my wife to give her name, address, telephone number, DOB, mother's maiden name, and they asked her to say "yes" if she agrees to accepting her free gift. At no time did WebNet say that we would have to switch our [long-distance] provider to WebNet in order to receive our gift. . . .
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> On July 25, 2001, my husband received our telephone bill in the amount of $120.52. Immediately, he contacted WebNet and found out that Bernadette's recorded conversation from June 20th was used out of context to switch our telephone service. WebNet played a tape with my wife's voice saying "yes" that she would like to switch to their long distance service, when they were in fact telling her about a free gift. . . . a WebNet representative said that we would have

5 *See Implementation of the Subscriber Carrier Selection Changes Provisions of the Telecommunications Act of 1996*, First Order on Reconsideration, 15 FCC Rcd 8158, 8169-79 (2000) (establishing guidelines for state administration of the slamming rules).

6 Agencies in the following states participated in this investigation: Alabama, Delaware, Florida, Illinois, Maine, Maryland, Missouri, Montana, Ohio, South Carolina, South Dakota, Washington, Washington, D.C., and Wisconsin.

7 47 U.S.C. § 258; 47 C.F.R. § 64.1120.

8 WebNet's principal place of business is 8260 Greensboro Drive, Suite 240, McLean, VA 22102. Dun & Bradstreet report number 06-783-9394 dated February 15, 2002.

9 All of the complainants listed in Appendix A have signed declarations.

10 Complaint dated August 31, 2001, from Mark and Bernadette Mercurio, filed with the FCC.

> to remain with WebNet's . . . long distance service for a period of six months in order to receive our gift. . . . [11]

5. On August 27, 2001, Mr. Edward Kwiatkowski filed a complaint alleging that WebNet had switched his preferred long distance carrier from AT&T to WebNet without his authorization.[12] Mr. Kwiatkowski was not aware that his service had been switched until he received a letter from AT&T stating that they would miss having him as their customer. Sometime in July, 2001, WebNet apparently solicited their services to Mr. Kwiatkowski's 14-year-old handicapped daughter over the phone, and recorded the conversation with her as authority to switch long distance service. When Mr. Kwiatkowski contacted WebNet, the representative played the recorded message of his daughter responding to WebNet's third-party verifier. Mr. Kwiatkowski states that his daughter was not authorized to switch his preferred carrier, nor could she have understood that she was doing so.[13]

B. Verification Provided by WebNet

6. Upon receipt of the consumer complaints, the state agencies and the Commission's Consumer and Governmental Affairs Bureau forwarded the complaints to WebNet.[14] In response, WebNet either 1) provided tapes purporting to show that the consumers authorized the changes, or 2) provided no evidence that the changes were authorized. The following transcript from tapes provided by the Maine Public Utilities Commission illustrates WebNet's third-party verification procedures [for clarity, we have numbered each clause]:

> [1] Recorded Voice: Thank you for choosing WebNet as your long distance and local long distance provider. You have been selected to receive $100 just for trying our new 7 cent calling plan for all your interstate calls in the continental United States for 180 days. Restrictions may apply, void where prohibited.
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> [2] Please answer the following questions. Please state your name and address.
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> [3] Are you the decision-maker choosing WebNet as your long distance and local long distance provider? Please say "yes" at the tone.
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> [4] For security purposes, state your date of birth or your mother's maiden name at the tone. [15]

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[11] Declaration dated May 7, 2002, from Bernadette and Mark Mercurio.

[12] Complaint dated August 27, 2001, from Edward Kwiatkowski.

[13] Declaration dated May 6, 2002, from Edward Kwiatkowski.

[14] *See, e.g.,* 47 C.F.R. § 1.717 for the Commission's procedures regarding informal complaints.

[15] *See* WebNet response tapes for the complaints of Martha Carton, Emery Johnson, and Ninnette King filed with the State of Maine. The tape that WebNet filed with the Illinois Attorney General contained identical verification text. *See* WebNet response tape for the complaint of Robert Schwarzlose, filed with the State of Illinois. Although we are not assessing a forfeiture for this complaint, we cite the response tape for illustrative purposes.

III. DISCUSSION

A. The Deficient Verification Evidence

7. Section 258 of the Act makes it unlawful for any telecommunications carrier to "submit or execute a change in a subscriber's selection of a provider of telephone exchange service or telephone toll service except in accordance with such procedures as the Commission shall prescribe."[16] Section 64.1120 of the Commission's rules prescribe that no carrier "shall submit a change on the behalf of a subscriber . . . prior to obtaining: (i) Authorization from the subscriber, and (ii) Verification of that authorization in accordance with the procedures prescribed in this section."[17] The Commission's rules thus expressly bar telecommunications carriers from changing a consumer's preferred carrier without first obtaining the consumer's consent, and then verifying that consent.

8. The Commission's rules provide some latitude in the methods carriers can use to verify carrier change requests. The carrier can elect to verify that authorization through one of three options: obtaining the consumer's written or electronically signed authorization; setting up a toll free number for the consumer to call for verification; or obtaining authorization through an independent third party.[18] There is no latitude, however, in the requirement that carriers obtain both authorization and verification prior to submitting a carrier change request. For those carriers who use an independent third party for verification, our rules require that the verification method confirm at least six things:

> the identity of the subscriber; confirmation that the person on the call is authorized to make the carrier change; confirmation that the person on the call wants to make the change; the names of the carriers affected by the change; the telephone numbers to be switched; and the types of service involved.[19]

Our rules also require that carriers keep audio records of the verification for a minimum of two years.[20] Finally, the Commission's rules require that when a carrier "is selling more than one type of telecommunications service … that carrier must obtain separate authorization from the subscriber for each service sold…Each authorization must be verified separately from any other authorizations obtained in the same solicitation.[21]

9. The tapes that WebNet submitted in response to the complaints indicate that WebNet is not obtaining separate verification for each service sold. Furthermore, WebNet's verification process does not gather the critical information that our rules require. For example, the tapes discussed above[22] that WebNet sent to the Maine Public Utilities Commission do not confirm in an acceptable manner that the person is authorized to make the change and, most significantly, do not confirm the switch of the authorized carrier. In this regard, paragraph one does not confirm that the consumer wants to make a change, but rather

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16 47 U.S.C. § 258.

17 47 C.F.R. § 64.1120(a)(1).

18 47 C.F.R. § 64.1120(c).

19 47 C.F.R. § 64.1120(c)(3)(iii).

20 47 C.F.R. § 64.1120(c)(3)(iv).

21 47 C.F.R. § 64.1120(b).

22 *See supra*, para. 6.

assumes that the consumer has already given authorization, during the sales portion of the call, to change preferred carriers and receive WebNet's promotional offer. Paragraph three confusingly combines questions as to whether the person is the authorized decisionmaker and whether the person is choosing WebNet as his or her preferred carrier. The consumer does not know which question they are answering when told to say "yes." Moreover, paragraph three does not give the consumer an opportunity to answer "yes" or "no." Instead, it requests that that the consumer "say yes at the tone." Therefore, this inquiry does not effectively confirm that the person on the phone is authorized, let alone wants, to change preferred carriers. Finally, paragraph three does not obtain separate verification for each service sold.

10. The tapes that WebNet delivered to other states show similar deficiencies in its verification process. The tape delivered to the State of Wisconsin's Department of Agriculture, Trade, and Consumer Protection has verification questions that assume that authorization has been given:

> Thank you for choosing WebNet Communications Corp. as your long distance and local long distance provider. In addition to the $100.00 check, you have been selected to receive a free bonus gift . . . . a 100 minute pre-paid calling card. Please answer the following. At the tone, state your name as you would like it to appear on your $100.00 check. Spell if necessary." To receive your free gift of a 100 minute pre-paid calling card, state your address at the tone. Are you authorized to make decisions for your telephone? Please say "yes" at the tone. To confirm your identity, at the tone please state your date of birth. Thank you, your order has been processed. [23]

Here again, the verification process asks the consumer if he/she is authorized to make a preferred carrier change, and then directs him/her to say "yes," with no option to respond otherwise. As in Maine, WebNet's verification process effectively confirms only the identity of the consumer. Furthermore, the "free" gifts mentioned obscure the fact that the consumer is verifying a change in his/her preferred carrier.

11. The tapes that WebNet delivered to the Washington Utilities and Transportation Commission also show a verification process that confirms only the identity of the consumer. This verification is even more defective than the previous two examples in assuming that the consumer has already decided to change preferred carriers; it doesn't even ask a single question:

> Thank you for choosing WebNet as your long distance and local long distance provider. You have been selected to receive $100 just for trying our new 7-cent calling plan for all of your interstate calls in the continental United States for 180 days. Restrictions may apply. Void where prohibited. Please answer the following questions. Please state your name and complete address. Spell if necessary. For security purposes, state your date of birth or your mother's maiden name at the tone.[24]

12. The above examples show a pattern of verification that falls egregiously short of the requirements in our rules. None of the "verifications" either confirm all of the things required by our

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23 WebNet response tape for the complaint of Barb Salzer and Fred Stearns, filed with the State of Wisconsin. Although we are not assessing a forfeiture for this complaint, we cite the response tape for illustrative purposes.

24 WebNet response tape for the complaint of Deborah Boober, filed with the State of Washington.

rules, including the key fact of whether the consumer is authorizing a change in their long distance carrier, or give the consumer a chance to refute WebNet's assumption that the consumer has authorized a carrier change. Furthermore, the verification tapes do not separately verify authorization for each service sold as required by the Commission's rules. As the Commission has previously held, a verification that merely assumes a consumer's previous authorization to change preferred carriers does not meet the requirements in our rules.[25] In fact, the tapes confirm that the verification process and language used by WebNet was misleading and deceptive and the very kind of behavior the Commission sought to avoid in adopting verification rules.[26] Accordingly, the tapes that WebNet submitted are not sufficient to rebut the allegations in the complaints that it changed the preferred carriers of the 4 consumers without prior authorization.

B. Failure to Provide Evidence

13. For the remaining 16 complaints, WebNet failed to provide a tape or any other evidence to rebut the allegations in the complaints. This failure on WebNet's part leads us to conclude that WebNet is apparently liable for changing the preferred carriers of those consumers without authorization.[27] As we discussed above, our rules require carriers to keep audio records of third-party verification for a minimum of two years after obtaining the verification.[28] WebNet has not produced evidence to show that it used third-party verification or any of the other verification methods that our rules allow.[29] Furthermore, based on the several "verification" tapes discussed above,[30] it is reasonable to assume that any verification WebNet might have obtained would likely fall egregiously short of the requirements in our rules. Therefore, even if WebNet did use a third-party verifier, WebNet still would not likely have sufficient evidence to rebut the allegations in the complaints that it changed the preferred carriers of the remaining 16 consumers without prior authorization.

IV. FORFEITURE AMOUNT

14. Section 503(b) of the Communications Act authorizes the Commission to assess a forfeiture of up to $120,000 for each violation of the Act or of any rule, regulation, or order issued by the Commission under the Act.[31] In exercising such authority, we are required to take into account "the

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25 *See In the Matter of America's Tele-Network Corp.*, Notice of Apparent Liability for Forfeiture and Order, 16 FCC Rcd 5788, 5795-96 (2001) (*ATNC NAL*); *see also In the Matter of America's Tele-Network Corp.*, Order of Forfeiture, 16 FCC Rcd 22,350, 22,352-53 (2001) (*ATNC Forfeiture*).

26 *See 1998 Second Report and Order*, 14 FCC Rcd at 1544-56.

27 *See In the Matter of Vista Services Corporation*, Order of Forfeiture, 15 FCC Rcd 20,646, 20,649 (2000); *recon. denied*, 16 FCC Rcd 8289 (2001).

28 47 C.F.R. § 64.1120(c)(3)(iv).

29 As we discuss above, our rules allow carriers to verify carrier change authorization in one of three ways: obtaining the consumer's written or electronically signed authorization; setting up a toll free number for the consumer to call for verification; or obtaining authorization through an independent third party. *See* 47 C.F.R. § 64.1120(c).

30 *See supra*, paras. 6, 10, and 11.

31 Section 503(b)(2)(B) provides for forfeitures up to $100,000 for each violation or a maximum of $1,000,000 for each continuing violation by common carriers or an applicant for any common carrier license, permit, certificate or similar instrument. 47 U.S.C. § 503(b)(2)(B). The Commission amended its rules by adding a new subsection to its monetary foreiture provisions that incorporates by reference the inflation adjustment

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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 such other matters as justice may require."[32] The Commission's forfeiture guidelines currently establish a standard forfeiture amount of $40,000 for violations of our rules and orders regarding unauthorized changes of preferred interexchange carriers.[33] These policies and guidelines, however, include upward adjustment criteria that warrant a higher forfeiture amount based on the particular facts and circumstances of the violation(s).[34] These include the egregiousness of the misconduct, ability or inability to pay, whether the violation was intentional, whether substantial harm resulted from the violations, history of compliance with Commission requirements, whether the violator realized substantial economic gain from the misconduct, and whether the violation is repeated or continuous.[35] As provided by the Commission's rules, the Commission and its staff retain the discretion to issue a higher or lower forfeiture, as permitted by statute.[36]

15. On several occasions, the Commission has sternly warned carriers that it would take swift and decisive enforcement action, including the imposition of substantial monetary forfeitures, against any carrier found to have engaged in slamming.[37] We believe that a significant forfeiture is warranted in all of the cases discussed above, based on WebNet's apparent pattern of egregious behavior. In the cases where WebNet provided "verification" tapes, those tapes proved only that its verification process is grossly deficient in satisfying the requirements in our rules. WebNet's verification process, combined with its offer of a "free" gift, seems designed to confuse consumers about the fact that they are authorizing a preferred carrier change. Furthermore, the Commission has raised concerns that any misrepresentation or miscommunication between the consumer and the telemarketer during the sales process would go undetected by a similar verification process that did not elicit a clear statement that the consumer intended to change carriers.[38] In the remaining cases, where WebNet failed to provide any evidence to rebut the allegations that it changed consumers' preferred carriers without authorization, we believe that a significant forfeiture is also warranted. In those cases, WebNet either apparently failed to verify any of

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requirements contained in the Debt Collection Improvement Act of 1996 (DCIA), Pub L. No. 104-134, § 31001, 110 Stat. 1321 (1996). Thus, the maximum statutory forfeiture per violation pursuant to section 503(b)(2)(B) increased from $100,000 to $120,000. *See Amendment of Section 1.80(b) of the Commission's Rules and Adjustment of Forfeiture Maxima to Reflect Inflation,* 15 FCC Rcd. 18,221 (2000).

[32] *See* 47 U.S.C. § 503(b)(2)(D); *see also The Commission's Forfeiture Policy Statement and Amendment of Section 1.80 of the Commission's Rules*, 12 FCC Rcd 17,087 (1997) (*Forfeiture Policy Statement*); *recon. denied*, 15 FCC Rcd 303 (1999).

[33] *See* 47 C.F.R. § 1.80(b)(4).

[34] *See* 47 U.S.C. § 503(b)(2)(D). *See also Forfeiture Policy Statement*, 12 FCC Rcd at 17,100-01 (1997); 47 C.F.R. § 1.80(b)(4).

[35] *Id.*

[36] *See* 47 C.F.R. § 1.80(b)(4).

[37] *Brittan Communications International Corp.*, 15 FCC Rcd 4852 (2000); *Amer-I-Net Services Corp.*, 15 FCC Rcd 3118 (2000); *All American Telephone Company, Inc.*, 13 FCC Rcd 15,040 (1998).

[38] *See ATNC Forfeiture*, 16 FCC Rcd at 22,354 (finding ATNC's verification process grossly deficient of the rules' requirements).

the supposed authorizations to change the preferred carriers, or apparently failed to provide tapes in response to the consumers' allegations. To the extent that WebNet failed to keep the verification records, that would also be a violation of the requirement in our rules that carriers keep audio records of third-party verification for a minimum of two years after obtaining such verification.[39] Failure to meet any of these requirements demonstrates a disregard for the Commission's entire verification process, and therefore merits an increase in the forfeiture amount. Furthermore, based on the verification tapes provided, to the extent that WebNet did "verify" these preferred carrier changes, it appears that such verification did not comply with our rules, as discussed above.[40] The gross deficiencies or absence of WebNet's verification process lead us to conclude that WebNet apparently intentionally and egregiously violated section 64.1120 of the Commission's rules and orders. We therefore find that the upward adjustment criterion related to intentional and egregious misconduct is applicable in each of WebNet's 20 apparent violations. We propose applying the base forfeiture amount of $40,000 for each of the 20 apparent violations of section 258 of the Act and section 64.1120 of the Commission's rules, or $800,000, and increasing this amount by 50%, for a total proposed forfeiture of $1,200000.[41] WebNet will have the opportunity to submit further evidence and arguments in response to this NAL to show that no forfeiture should be imposed or that some lesser amount should be assessed.[42] Finally, we note that continued violations of our rules could result in the issuance of a show cause order why WebNet's operating authority should not be revoked and its principals prohibited from being a principal in any other interstate telecommunications provider without prior Commission approval.[43]

V. CONCLUSIONS AND ORDERING CLAUSES

16. We have determined that WebNet Communications, Inc. has apparently violated section 258 of the Act and the Commission's preferred carrier change rules and orders[44] by changing the preferred telephone service carriers of 20 consumers identified in the complaints found in Appendix A, on the dates and in the manner described herein. We have further determined that WebNet Communications, Inc. is apparently liable for a base forfeiture in the amount of $40,000 for each of 20 apparent violations. WebNet's apparent intentional and egregious misconduct represents a gross dereliction of its verification obligations; accordingly, we propose increasing the forfeiture by 50%, resulting in a total proposed forfeiture of $1,200,000.

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39 *See* 47 C.F.R. § 64.1120(c)(3)(iv).

40 *See supra,* para. 13. WebNet will have an opportunity to provide verification tapes in response to this Notice of Apparent Liability.

41 *See ATNC NAL*, 16 FCC Rcd at 5798-99 (applying similar upward adjustment to $60,000 per instance of slamming).

42 *See* 47 U.S.C. § 503(b)(4)(C); 47 C.F.R. § 1.80(f)(3).

43 *See CNN, Inc., et al,* Order to Show Cause and Notice of Opportunity for Hearing, 12 FCC Rcd 8547 (1997).

44 47 U.S.C. § 258; 47 C.F.R. § 64.1120; *see also 1998 Second Report and Order,* 14 FCC Rcd at 1508 (1998) and *Implementation of the Subscriber Carrier Selection Changes Provisions of the Telecommunications Act of 1996; Policies and Rules Concerning Unauthorized Changes of Consumers' Long Distance Carriers*, Further Notice of Proposed Rulemaking and Memorandum Opinion and Order on Reconsideration, 12 FCC Rcd 10,674 (1997) (*1997 FNPRM & Order on Reconsideration*).

17. Accordingly, IT IS ORDERED, pursuant to section 503(b) of Communications Act of 1934, as amended, 47 U.S.C. § 503(b), section 1.80 of the Commission's rules, 47 C.F.R. § 1.80, that WebNet Communications, Inc. IS HEREBY NOTIFIED of an Apparent Liability for Forfeiture in the amount of $1,200,000 for willful or repeated violations of section 258 of the Act, 47 U.S.C. § 258, and the Commission's preferred carrier change rules and orders as described in the paragraphs above.[45]

18. IT IS FURTHER ORDERED, pursuant to section 1.80 of the Commission's rules, 47 C.F.R. § 1.80, that within thirty (30) days of the release of this Notice, WebNet Communications, Inc. SHALL PAY the full amount of the proposed forfeiture[46] OR SHALL FILE a response showing why the proposed forfeiture should not be imposed or should be reduced.

19. IT IS FURTHER ORDERED, pursuant to sections 4(i) and 218 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), 218, that, in the event that WebNet Communications, Inc. engages in any telemarketing activity after the date of issuance of this Notice of Apparent Liability, it shall inform the Commission in advance and SHALL FILE with the Commission, within thirty (30) days of engaging in such activity, a compliance plan detailing the actions WebNet Communications, Inc. will take and the procedures it will establish to ensure compliance with section 258 of the Act and the Commission's rules and orders relating to preferred carrier changes. The compliance plan shall set forth the revisions WebNet Communications, Inc. shall make to bring its marketing and verification scripts into compliance with the Act and the Commission's preferred carrier change rules and orders.

20. IT IS FURTHER ORDERED that a copy of this Notice of Apparent Liability for Forfeiture SHALL BE SENT by certified mail to WebNet Communications, Inc. in care of Charles H. Helein, Esq., The Helein Law Group, P.C., 8180 Greensboro Drive, Suite 700, McLean, Virginia 22102, and to 8260 Greensboro Drive, Suite 240, McLean, VA 22102, attention: Moleaka Williams, Regulatory Department.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary

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[45] *See* 47 C.F.R. § 64.1120; *see also 1998 Second Report and Order*, 14 FCC Rcd at 1508; *1997 FNPRM & Order on Reconsideration*, 12 FCC Rcd at 10,674.

[46] The forfeiture amount should be paid by check or money order drawn to the order of the Federal Communications Commission. WebNet should include the reference "NAL/Acct. No. 200232170002" on WebNet Communications' check or money order. Such remittance must be mailed to Forfeiture Collection Section, Finance Branch, Federal Communications Commission, P.O. Box. 73482, Chicago, Illinois 60673-7482. Requests for full payment under an installment plan should be sent to: Chief, Credit and Debt Management Center, 445 12th Street, S.W., Washington, D.C. 20554. *See* 47 C.F.R. § 1.1914.