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

In the Matter of	)	File No. EB-10-TC-468
	)	
Main Street Telephone Company	)	NAL/Acct. No.: 201132170021
	)	
Apparent Liability for Forfeiture	)	FRN: 0007630379
	)	

NOTICE OF APPARENT LIABILITY FOR FORFEITURE

Adopted: June 7, 2011 **Released: June 16, 2011**

By the Commission:

I. INTRODUCTION

1. In this Notice of Apparent Liability for Forfeiture ("NAL"), we find that Main Street Telephone Company ("Main Street" or "Company")[1] has apparently willfully and repeatedly violated section 201(b) of the Communications Act of 1934, as amended ("Communications Act" or "Act"),[2] by "cramming" monthly charges for its dial-around long distance service on consumers' local telephone bills without authorization of any kind from them. Based upon our review of the facts and surrounding circumstances, we find that Main Street is apparently liable for a proposed forfeiture in the amount of four million two hundred thousand dollars ($4,200,000).

II. BACKGROUND

2. Cramming, the practice of adding charges to a customer's local telephone bill without the customer's authorization, results in significant consumer harm. Charges can often range from $2.99 to as much as $19.99 per month and can go undetected by consumers for many months or longer because they are not generally disclosed clearly or conspicuously on the bill. The cramming entity can be the customer's own local exchange carrier ("LEC") or an unaffiliated third-party service provider such as Main Street, in the instant case. The charges can

[1] Main Street Telephone Company's principal address is 470 Norristown Road, Suite 201, Blue Bell, Pennsylvania 19422. The "Managing Member" is listed as Frank Scardino. Thomas Glynn is listed as Main Street's President and CEO. Accordingly, all references in this NAL to "Main Street" also encompass Mr. Scardino, Mr. Glynn, and all other principals and officers of this entity, as well as the corporate entity itself.

[2] 47 U.S.C. § 201(b).

be for additional telephone services, voice mail and similar services, or for other unrelated products and services such as chat lines, diet plans, and cosmetics.[3]

3. The Enforcement Bureau ("Bureau") began its investigation of Main Street on September 23, 2010, by issuing a letter of inquiry to Main Street requesting information and documents relating to its charges for long distance service.[4] In its initial response, dated November 30, 2010,[5] Main Street represented, among other things, that it provides domestic interexchange telecommunications service on a resale basis through a "dial-around" service plan.[6] Main Street's Save4Less plan offers customers 284 minutes of long distance calling per month for $13.90, a rate of 4.9¢ per minute if all the minutes are used.[7] Consumers must call Main Street's toll free access number and enter a PIN to use its service. Main Street states that it "currently services approximately 19,000 Save4Less customers."[8]

4. Main Street's process for billing consumers involves three parties: Main Street; its billing aggregator, Billing Service Group ("BSG"); and the LEC that issues the bill to the consumer. BSG uses the name "USBI" in billing for long distance services. The LEC is compensated by BSG/USBI for placing the charges on the consumers' bills; BSG/USBI is paid by Main Street to manage billing requests and payments between the LEC and Main Street; and Main Street ultimately receives the money collected from the consumers who pay the charges. Generally, the third-party carrier supplies only a consumer's telephone number and the amount to be charged to the billing aggregator, which directs the LEC to place the charge on the consumer's telephone bill. Proof of consumer authorization is not provided by the third-party carrier nor required by the LEC.

[3] *See* "BBB Issues Warning on Web Companies Linked to Adept Results," Nov. 11, 2009, http://wisconsin.bbb.org/article/bbb-issues-warning-on-web-companies-linked-to-adept-results-13501.

[4] *See* Letter from Kimberly A. Wild, Assistant Division Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, to Main Street Telephone Company (Sept. 23, 2010) ("LOI"). The Bureau sent a second LOI to Main Street on February 25, 2011. *See* Letter from Kimberly A. Wild, Assistant Division Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, to Main Street Telephone Company (Feb. 25, 2011) ("Second LOI").

[5] *See* Letter from Steven A. Augustino, Counsel to Main Street Telephone Company, to Kimberly A. Wild, Assistant Division Chief, Telecommunications Consumers Division, Enforcement Bureau, FCC (Nov. 30, 2010) ("Response to LOI"). Main Street supplemented its response to the first LOI. *See* Letter from Steven A. Augustino, Counsel to Main Street Telephone Company, to Kimberly A. Wild, Assistant Division Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission (Jan. 14, 2011) ("Supplemental LOI Response"). Main Street also submitted a response to the Bureau's second LOI. *See* Letter from Steven A. Augustino, Counsel to Main Street Telephone Company, to Kimberly A. Wild, Assistant Division Chief, Telecommunications Consumers Division, Enforcement Bureau, FCC (Mar. 30, 2011) ("Response to Second LOI").

[6] Response to LOI at 3. "Dial around" long distance service allows a telephone subscriber to bypass (*i.e*., dial around) the subscriber's preselected long distance telephone carrier, if any, and instead use the dial around carrier's long distance service for a particular phone call. For each phone call, the subscriber must use the dial around carrier's number and, in some instances, enter a PIN to connect the call.

[7] *Id*. An additional fee is collected for Universal Service. Minutes used in excess of 284 minutes are billed at the rate of $.049 per minute. *Id.*

[8] *Id.*

5. **[REDACTED]**.[9] **[REDACTED]**.[10] Online enrollment forms used to sign up customers allow for the input of the consumer's first name, last name, address, home telephone number, email address and date of birth.[11] The enrollment form contains Main Street's terms and conditions and a statement that the customer signing up for the long distance service plan will be billed on their telephone bill.[12]

6. In the course of the investigation, Main Street identified nearly **[REDACTED]** consumer complaints about its service, and provided copies of more than **[REDACTED]** of those complaints, which the Bureau reviewed.[13] These included complaints that had been filed not only with the FCC, but also with state regulatory authorities, the Better Business Bureau, or with Main Street directly. All of the complainants contended that Main Street had charged them for service without their authorization.

7. These complaints notwithstanding, Main Street claims that it "has rigorous procedures in place to verify each order and its authenticity before a customer receives any charge for the service." According to Main Street, a "Confirmation Page" requires customers to reconfirm the personal data entered on the enrollment form and discloses the billing information.[14] Main Street contends that it validates the orders by comparing the name listed on the order form with the name registered to the telephone number; examining the email address; and verifying that the state, zip code, and telephone area code match.[15] Main Street asserts that the order is accepted only if the customer's last name, address, and telephone number match.[16]

8. According to Main Street, if the order passes the Company's validation process, it then sends three emails to confirm the order, describe the service, how to use the service and how to cancel it.[17] The consumer is not required to confirm that the emails were received or to otherwise respond to the emails before Main Street begins charging for the service.

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[9] *Id.* at 14.

[10] *Id.* at 13. Main Street contends that the agreement between Main Street and **[REDACTED]**. *Id.*

[11] Response to LOI at Exhibit A.

[12] *Id.*

[13] Main Street provided **[REDACTED]** consumer complaints it received between January 1, 2010 and November 1, 2010. In a supplemental response to the LOI, dated January 14, 2011, Main Street provided a spreadsheet listing **[REDACTED]** additional consumer complaints (but not providing the supporting documentation) from the same time period, for a total of **[REDACTED]** complaints. In response to the second LOI seeking more recent complaints, Main Street provided [**REDACTED**] complaints and a spreadsheet listing **[REDACTED]** additional complaints. In all, Main Street identified a total of **[REDACTED]** complaints in response to both LOIs.

[14] Response to LOI at 5.

[15] *Id*.

[16] *Id.* at 6.

[17] *Id*.

III. DISCUSSION

A. Violation of Section 201(b) of the Act

9. Section 201(b) of the Act states, in pertinent part, that "[a]ll charges, practices, classifications, and regulations for and in connection with [interstate or foreign] communication service [by wire or radio], shall be just and reasonable, and any such charge, practice, classification, or regulation that is unjust or unreasonable is hereby declared to be unlawful. . . ."[18] The Commission has found that the inclusion of unauthorized charges and fees on consumers' telephone bills is an "unjust and unreasonable" practice under section 201(b).[19]

10. We find that Main Street has willfully and repeatedly placed, or caused to be placed, charges on consumers' telephone bills for services the consumers did not request or authorize. As indicated above, each of the more than **[REDACTED]** consumer complaints that the Bureau reviewed – whether they were filed with the FCC, state regulatory authorities, the Better Business Bureau or with Main Street directly – contends that Main Street charged consumers for service without their authorization. The complainants consistently state they did not sign up for Main Street's service, did not have any contact with Main Street prior to discovering the charges, and in most cases, do not even know the person whom Main Street alleges authorized the service.[20]

11. For instance, **[REDACTED]** [21] **[REDACTED]** experience with Main Street is far from unique. Complainant **[REDACTED].**[22] Similarly, Complainant **[REDACTED].**[23] Complainant **[REDACTED]**.[24] Complainant **[REDACTED]**.[25]

12. **[REDACTED].**[26]

13. In some cases, the consumers who were signed up for Main Street's services were surprised to find out that the authorization form they had allegedly provided was over the Internet because they do not own computers or have Internet access. For example, Complainant

[18] 47 U.S.C. § 201(b).

[19] *See Long Distance Direct, Inc. Apparent Liability for Forfeiture,* Memorandum Opinion and Order, 15 FCC Rcd 3297, 3302, ¶ 14 (2000) ("*LDDI Forfeiture Order*") (finding that the company's practices of cramming membership and other unauthorized fees on consumer telephone bills was an unjust and unreasonable practice in connection with communication services).

[20] In the other cases, the name in Main Street's records was that of the consumer, but other identifying information was wrong.

[21] *See* Complaint from **[REDACTED]**. Similarly, **[REDACTED]**.

[22] Complaint from **[REDACTED]**.

[23] Complaint from **[REDACTED]**.

[24] Complaint from **[REDACTED]**. Main Street recorded **[REDACTED].**

[25] Complaint from **[REDACTED]**.

[26] Complaint from **[REDACTED]**.

[REDACTED].[27] Complainant **[REDACTED].**[28] Complainant **[REDACTED].**[29] Complainant **[REDACTED].**[30]

14. Other consumers pointed out that they had unlimited long distance service with another carrier and would have no need to pay a monthly fee for additional service with Main Street. For example, Complainant **[REDACTED].**[31] Complainant **[REDACTED]**.[32] Complainant **[REDACTED].**[33]

15. The complainants' contention that Main Street "crammed" charges for its dial-around long distance service on their bills is corroborated by the fact that, between March 2010 and February 2011, Main Street placed charges on a total of over **[REDACTED]** monthly telephone bills.[34] Nevertheless, in response to our LOI request that the Company provide information about the its "customers" who actually used its service, Main Street stated that it **[REDACTED]**.[35] We find this implausible given that Main Street claims to provide customers with 284 minutes per month for a monthly fee and that customers will incur additional charges after those minutes are used – unless, of course, it is unnecessary because so few "customers" actually use the service.

16. To the extent it actually uses them, Main Street's validation and verification processes are clearly inadequate to confirm that the person who "enrolled" in its plan, *i.e.,* the one whom Main Street will charge for service, in fact authorized the service. As indicated, Main Street asserts that it confirms every service order using a five-stage validation process to ensure that the customer has both ordered the services and authorized billing for the services.[36] The fact remains that, in many cases, the name and address in Main Street's enrollment records do not match the name and address of the customer who was charged for service.[37] Similarly, the email

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[27] Complaint from **[REDACTED]**. **[REDACTED]**. *Id.*

[28] Complaint from **[REDACTED]**. Main Street recorded **[REDACTED]**.

[29] Complaint from **[REDACTED]**.

[30] Complaint from **[REDACTED]**.

[31] Complaint from **[REDACTED]**. *See also* Complaint from **[REDACTED]**.

[32] Complaint from **[REDACTED]**.

[33] Complaint from **[REDACTED]**. *See also* Complaint from **[REDACTED].**

[34] Response to Second LOI at 9-10. The number of billed customers per month fluctuated from **[REDACTED]** to **[REDACTED]**. *Id.*

[35] *See* Response to Second LOI at 10. Main Street went on to say that **[REDACTED]**. *Id.* In a subsequent email, Main Street's attorney said: "Main Street stated that it did not have the information that is requested." *See* email from Steven A. Augustino, Counsel to Main Street Telephone Company, to Mika Savir, Attorney, Telecommunications Consumers Division, Enforcement Bureau, FCC, (Mar. 31, 2011).

[36] *See* Response to LOI at 5. In its supplemental response, Main Street acknowledges there were times when it did not employ all procedures of its verification process. *See* Supplemental Response to LOI at 2.

[37] The fact that the name and address in Main Street's records do not match the name and address of the person billed for the service shows that even a cursory examination of the authorization would have determined that it was (continued….)

address used to sign up for service often does not belong to the customer who is billed for the service.[38] The only information that consistently belonged to the customer whom the Company charged was, in fact, his or her telephone number. Moreover, we find no evidence that, as Main Street suggests, consumers authorized the service and then "did not read the information presented to them during the sign-up process, had forgotten that they signed up for the service, or someone else in the household signed up for and authorized the service."[39] Based on our review of the record, it appears that any validation procedure that Main Street actually performed simply verified the general existence of the telephone number and that the number was a working number – and in no way verified that an enrollee actually in any way intended to subscribe to Main Street's dial-around service.

17. Main Street's claims that it "verifies" a service request by sending three emails to the email address identified on the form is likewise of no consequence.[40] The process does not require any action on the part of the consumer to confirm either that the consumer received the emails or that the consumer signed up for or agreed to be charged for Main Street's service. Indeed, many of the complainants assert they never received any emails or other communications from Main Street regarding its long distance service. This would not be surprising given that, as noted above, the email address in Main Street's records is generally not the consumer's. Even if a consumer did, in fact, receive this verification material, it is possible, if not probable, that he or she might reasonably discard the material as "junk" mail or spam, given that the consumer did not create a relationship with, or even know of the existence of, Main Street. On these facts, if a consumer did not authorize Main Street's service, the mere act of sending an email without requiring a response from the consumer is not sufficient "verification."[41]

18. Main Street's success in what appears to be a constructively fraudulent enterprise seems to rely on the fact that individuals and businesses the Company enrolled in its service failed to notice the unauthorized charges on their multipage telephone bills and so simply proceeded to pay them, often unaware that they contained charges from an entity other than their own telephone company. The charges were often listed on the last pages of the bill and/or did not contain clear descriptions of the services provided. It would be difficult for someone who

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invalid. Nevertheless, because the so-called authorizations contain names and addresses that are publicly available information, matching the billed party's name and address is no indication that the authorization is valid.

[38] *See, e.g.,* Complaint from **[REDACTED]**; Complaint from **[REDACTED]**.

[39] *See* Response to LOI at 2.

[40] *See* Response to LOI at 6.

[41] Indeed, we note that much of the identifying information Main Street requests of a person when signing up for its long distance service – name, address, email address, telephone number, and date of birth – can be obtained through the purchase of aggregated lists of consumers that are commercially sold or from free internet websites such as whitepages.com. Nothing within Main Street's sign-up webpage prevents the individual who is inputting the data from using someone else's identifying information or otherwise falsifying that data. If the person signing up for Main Street's service inputs someone else's telephone number, the person associated with that telephone number will be billed by Main Street regardless of whether the other information in the application is correct. (In some cases we were not provided with the address of the complainant, but the name was clearly not that of the person "authorizing" service). *See, e.g.,* **[REDACTED]**.

had never heard of Main Street or "USBI" (the billing aggregator) to recognize an unauthorized charge from them on the bill.[42]

19. If and when consumers ever discovered Main Street's charges, the Company required them to expend significant time and effort to attempt to have charges removed from their bills. For example, in many cases we reviewed, Main Street made it difficult for consumers to obtain full refunds of unauthorized charges, and only offered consumers a partial refund. Complainant **[REDACTED]**.[43] In other cases, refunds were not provided until after the consumer filed a complaint with a state or federal regulatory authority. For example, Complainant **[REDACTED].**[44]

20. As another example of the difficulty consumers experienced in attempting to obtain refunds, Complainant **[REDACTED]**.[45] Main Street similarly refused to issue a full refund to Complainant **[REDACTED].**[46] Numerous other complainants say they were told by Main Street's customer service representatives that someone in the home had ordered the services and that the enrollment form was proof that the service was authorized.[47] Many consumers were instructed to submit their complaints in writing.[48] Others were forced to make several calls to Main Street before any refund was issued; some were hung up on when they called Main Street.[49]

21. Based on the record, we conclude that Main Street apparently has willfully and repeatedly placed, or caused to be placed, charges on complainants' telephone bills that they never authorized. The facts suggest that Main Street engaged in this conduct deliberately. To the extent it did not, we find that Main Street either knew, or reasonably should have known, through numerous customer inquiries and complaints that many of its customers had not authorized service and that most were likely not using its service – yet Main Street nevertheless proceeded to charge these consumers for months and sometimes years. Main Street's dismissive responses to the consumer complaints is further evidence that it apparently is deliberately billing consumers for services they did not authorize. Accordingly, we find that Main Street's cramming constitutes an unjust and unreasonable practice and demonstrates apparent willful and repeated violations of section 201(b) of the Act.

[42] A practice that "convey[s] insufficient information as to the company's identity, rates, practices, and range of services" may constitute a violation of section 201(b). *See Telecommunications Research & Action Center & Consumer Action*, 4 FCC Rcd 2157, 2159, ¶ 14 (Com.Car.Bur. 1989).

[43] *See* Complaint from **[REDACTED]**. *See also* Complaint from **[REDACTED]**.

[44] *See* Complaint from **[REDACTED]**.

[45] *See* Complaint from **[REDACTED]**.

[46] *See* Complaint from **[REDACTED]**.

[47] *See, e.g.,* Complaint from **[REDACTED]**.

[48] *See, e.g.,* Complaint from **[REDACTED]**.

[49] *See, e.g.,* Complaint from **[REDACTED]**. *See* Complaint from **[REDACTED]**.

B. Proposed Forfeiture Pursuant to Section 503(b) of the Act

22. Section 503(b)(1) of the Act states that any person that willfully or repeatedly fails 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.[50] Section 503(b)(2)(B) of the Act authorizes the Commission to assess a forfeiture of up to $150,000 for each violation, or each day of a continuing violation, up to a statutory maximum of $1,500,000 for a single act or failure to act by common carriers.[51] In determining the appropriate forfeiture amount, we consider the factors enumerated in section 503(b)(2)(E) of the Act, including "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 such other matters as justice may require."[52] Although the forfeiture guidelines do not establish a forfeiture amount for unjust or unreasonable practices, such as the imposition of unauthorized charges on consumers' telephone bills, the guidelines do state that, ". . . any omission of a specific rule violation from the. . . [forfeiture guidelines]. . . should not signal that the Commission considers any unlisted violation as nonexistent or unimportant."[53] The Commission retains the discretion to depart from the guidelines and issue forfeitures on a case-by-case basis, under its general forfeiture authority contained in section 503 of the Act.[54]

23. In Long Distance Direct, Inc. ("LDDI"), the Commission found that the "imposition of unauthorized charges on consumers' telephone bills is a practice which is unjust and unreasonable within the meaning of section 201(b) of the Act,"[55] and assessed a $40,000 penalty for each cramming violation investigated in that case.[56] Consistent with LDDI, we find that each charge Main Street caused to be placed on a consumer's bill without the consumer's authorization constitutes an independent unjust and unreasonable practice, and thus a separate and distinct violation of section 201(b) of the Act. There appear to be thousands of such violations in this case for which the Commission is empowered to assess a penalty.[57]

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[50] 47 U.S.C. § 503(b)(1)(B); *see also* 47 C.F.R. § 1.80(a)(2).

[51] 47 U.S.C. § 503(b)(2)(B); *see also* 47 C.F.R. § 1.80(b)(2). In 2008 the Commission amended section 1.80(b)(2) of the rules, 47 C.F.R. § 1.80(b)(2), to increase the maximum forfeiture amounts in accordance with the inflation adjustment requirements contained in the Debt Collection Improvement Act of 1996, 28 U.S.C. § 2461. *See Amendment of Section 1.80 of the Commission's Rules and Adjustment of Forfeiture Maxima to Reflect Inflation*, Order, 23 FCC Rcd 9845 (2008) (inflation adjustment to $150,000/$1,500,000).

[52] 47 U.S.C. § 503(b)(2)(E).

[53] *See Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate Guidelines*, Report and Order, 12 FCC Rcd 17087, 17099, ¶ 22 (1997) ("*Forfeiture Policy Statement*"); *recon. denied*, 15 FCC Rcd 303 (1999).

[54] *Forfeiture Policy Statement*, 12 FCC Rcd at 17099, ¶ 22.

[55] *See Long Distance Direct, Inc*., Notice of Apparent Liability for Forfeiture, 14 FCC Rcd 314, 333, ¶ 25 (1998).

[56] *Id*. at 337, ¶ 30.

[57] As noted in the text, Main Street apparently caused unauthorized charges to be placed on more than **[REDACTED]** bills dated between March 2010 and February 2011. More than **[REDACTED]** of these bills date from June 2010 – within one year of the instant NAL – and thus remain actionable under the statute of limitations set forth in section 503(b)(6)(B) of the Act. 47 U.S.C. § 503(b)(6)(B).

24. Weighing the facts before us and taking into account the extent and gravity of Main Street's egregious conduct, as well as its culpability and information in the current record about its revenues, we find that a total forfeiture amount of $4,200,000 is appropriate under the specific circumstances of this case.[58] As noted above, Main Street placed unauthorized charges of at least $13.90 on more than **[REDACTED]** telephone bills over a twelve-month period alone and therefore billed nearly $**[REDACTED]** to consumers over that time period through its cramming operation. The forfeiture clearly must exceed this amount in order to serve as an adequate deterrent and reflect the apparently intentional nature of Main Street's conduct. We therefore propose a forfeiture in the amount of $4,200,000. In the event Main Street continues to engage in conduct that apparently violates section 201(b)'s prohibition against unjust and unreasonable practices, such apparent violations could result in future NALs proposing substantially greater forfeitures and revocation of Main Street's operating authority. Other third-party service providers are also on notice that practices such as those engaged in by Main Street are unjust and unreasonable, and that we may propose more significant forfeitures in the future as high as is necessary, within the range of our statutory authority, to ensure that such companies do not charge consumers for unauthorized services.

IV. CONCLUSION

25. We have determined that Main Street Telephone Company apparently violated section 201(b) of the Act as identified above. We have further determined that Main Street Telephone Company is apparently liable for a forfeiture in the amount of $4,200,000.

V. ORDERING CLAUSES

26. Accordingly, **IT IS ORDERED**, pursuant to section 503(b)(2)(B) of the Communications Act of 1934, as amended, 47 U.S.C. § 503(b)(2)(B), and section 1.80 of the Commission's rules, 47 C.F.R. § 1.80, that Main Street Telephone Company is hereby **NOTIFIED** of this **APPARENT LIABILITY FOR A FORFEITURE** in the amount of $4,200,000, for willful or repeated violations of section 201(b) of the Act, 47 U.S.C. § 201(b).

27. **IT IS FURTHER ORDERED** that, pursuant to section 1.80 of the Commission's rules,[59] within thirty (30) days of the release date of this *Notice of Apparent Liability for Forfeiture*, Main Street Telephone Company **SHALL PAY** the full amount of the proposed forfeiture or **SHALL FILE** a written statement seeking reduction or cancellation of the proposed forfeiture.

28. Payment of the forfeiture must be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the NAL/Account Number and FRN referenced above. Payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000.

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[58] The $4.2 million penalty we propose is equivalent to applying a $40,000 penalty to 105 violations, but as indicated above the record shows that Main Street's conduct involves a considerably higher number of violations during the actionable time period.

[59] 47 C.F.R. § 1.80.

Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters "FORF" in block number 24A (payment type code). Main Street Telephone Company will also send electronic notification to Johnny.Drake@fcc.gov on the date said payment is made. Requests for full payment under an installment plan should be sent to: Chief Financial Officer -- Financial Operations, 445 12th Street, S.W., Room 1-A625, Washington, D.C. 20554. Please contact the Financial Operations Group Help Desk at 1-877-480-3201 or Email: ARINQUIRIES@fcc.gov with any questions regarding payment procedures.

29. The written statement, if any, must be mailed both to: Marlene H. Dortch, Secretary, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, ATTN: Enforcement Bureau – Telecommunications Consumers Division; and to Richard A. Hindman, Division Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, and must include the NAL/Acct. No. referenced in the caption. Documents sent by overnight mail (*other than* United States Postal Service Express Mail) must be addressed to: Marlene H. Dortch, Secretary, Federal Communications Commission, Office of the Secretary, 9300 East Hampton Drive, Capitol Heights, MD 20743. Hand or messenger-delivered mail should be directed, without envelopes, to: Marlene H. Dortch, Secretary, Federal Communications Commission, Office of the Secretary, 445 12th Street, SW, Washington, DC 20554 (deliveries accepted Monday through Friday 8:00 a.m. to 7:00 p.m. only). *See* www.fcc.gov/osec/guidelines.html for further instructions on FCC filing addresses.

30. 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 submitted.

31. **IT IS FURTHER ORDERED** that a copy of this *Notice of Apparent Liability for Forfeiture* shall be sent by Certified Mail Return Receipt Requested and First Class mail to Main Street Telephone Company, attention: Steven A. Augustino, Kelly Drye & Warren, LLP, Washington Harbour, Suite 400, 3050 K Street, N.W., Washington, D.C. 20007-5108.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary