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Before the
FEDERAL COMMUNICATIONS COMMISSION
 Washington, D.C. 20554

In the Matter of)	
)	File No. ENF-99-01
Long Distance Direct, Inc.)	
)	NAL/Acct. No. 916EF0003
Apparent Liability for Forfeiture)	

MEMORANDUM OPINION AND ORDER

Adopted: February 9, 2000; Released: February 17, 2000

By the Commission:

I. INTRODUCTION

1. In this Order, we assess a forfeiture of \$2,000,000 against Long Distance Direct, Inc. (LDDI), an interexchange carrier (IXC), for willfully or repeatedly violating section 258 of the Communications Act of 1934, as amended (Act),¹ and rules and orders issued by the Commission under the Act,² by submitting a change in the primary interexchange carrier (PIC) of 25 consumers without proper authorization (a practice known as “slamming”). We also find that LDDI willfully or repeatedly violated section 201(b)³ of the Act by imposing charges on Complainants’ telephone

¹ The Act at section 258 provides in relevant part, “No telecommunications carrier shall submit . . . a change in a subscriber’s selection of a provider of telephone exchange service or telephone toll service except in accordance with such verification procedures as the Commissions shall prescribe.”

² See, e.g., 47 C.F.R. § 64.1150; *Implementation of the Subscriber Carrier Selection Changes Provisions of the Telecommunications Act of 1996 and Policies and Rules Concerning Unauthorized Changes of Consumers’ Long Distance Carriers*, CC Docket No. 94-29, *Further Notice of Proposed Rule Making and Memorandum Opinion and Order on Reconsideration*, 12 FCC Rcd 10674 (1997); *Policies and Rules Concerning Unauthorized Changes of Consumers’ Long Distance Carriers*, 10 FCC Rcd 9560 (1995) (*LOA Order*), *stayed in part*, 11 FCC Rcd 856 (1995) (*In-bound Stay Order*); *Policies and Rules Concerning Changing Long Distance Carriers*, 7 FCC Rcd 1038 (1992) (*PIC-Change Order*), *recon. denied* 8 FCC Rcd 3215 (1993); *Investigation of Access and Divestiture Related Tariffs*, 101 FCC 2d 911 (1985) (*Allocation Order*), *Investigation of Access and Divestiture Related Tariffs*, 101 FCC 2d 935 (Com. Car. Bur. 1985) (*Waiver Order*), *recon.* (of both *Allocation Order* and *Waiver Order*) *denied*, 102 FCC 2d 503 (1985) (*Reconsideration Order*).

³ The Act at section 201(b) provides in relevant part, “All charges, practices, classifications, and regulations for and in connection with such communication service, shall be just and reasonable, and any such charge, practice, classification, or regulation that is unjust or unreasonable is hereby declared to be unlawful. . . .”

bills for unauthorized services (a practice known as “cramming”). The \$2,000,000 forfeiture assessed here represents a \$40,000 penalty for each of the 25 slamming violations and a \$40,000 penalty for each of the 25 cramming violations.

II. BACKGROUND

2. The facts and circumstances surrounding this case are set forth in the Notice of Apparent Liability previously issued by the Commission (*LDDI NAL*),⁴ and need not be reiterated at length. Between January 1, 1998 and October 31, 1998, more than 800 consumers contacted the Commission and alleged that they had been slammed and, in many cases, crammed, by LDDI. The Commission investigated the allegations of 25 of these consumers (Complainants), and obtained a written statement from each as to the matters at issue.

3. Each of the Complainants stated that they were both slammed and crammed by LDDI. Complainants discovered that their long distance service had been changed to LDDI only after reviewing their long distance telephone bills or being so informed during a solicitation by another carrier. Complainants then attempted to contact LDDI to determine why LDDI had changed their PIC. Many were unable to reach LDDI even after repeated attempts. Those who were successful in reaching LDDI were often told that the PIC-change had been authorized by a call made from the Complainant’s telephone to the “Friends to Friends” psychic hotline. After Complainants notified LDDI of the unauthorized PIC-change, they discovered on their next telephone bill not only that LDDI had continued to provide service, but also that it had imposed a “membership fee” (purportedly for membership in the “Friends to Friends” psychic hotline), and “other charges.” A number of Complainants recall telephoning the “Friends to Friends” psychic hotline, but state that they were immediately put on hold and never spoke to anyone. The remaining Complainants say they had no contact with the “Friends to Friends” hotline.

4. We issued the *LDDI NAL* in December 1998. We found LDDI’s submission of unauthorized PIC-changes and imposition of unauthorized “membership” and “other” charges to constitute apparent violations of sections 258 and 201(b) of the Act, and of Commission rules and orders. We found these apparent violations to be particularly egregious, as they were repeated, and continued over a period of months. In addition, they appeared to be far more than minor technical failures: not one of the Complainants could reasonably be said to have authorized service by LDDI or the imposition of the charges at issue. Based upon our review of the facts and circumstances surrounding these apparent violations, we proposed that LDDI be liable for a forfeiture in the amount of \$40,000 for each of the slamming violations, and \$40,000 for each of the cramming

⁴ See, *In the Matter of Long Distance Direct, Inc., Notice of Apparent Liability for Forfeiture*, 14 FCC Rcd 314 (1998) at 316 - 330.

violations, resulting in a total forfeiture amount of \$2,000,000.⁵

5. LDDI submitted a response (Response) to the *LDDI NAL* on February 4, 1999. In its Response, LDDI does not deny that it submitted PIC-change orders to Complainants' local exchange carriers.⁶ Nor does it deny that it billed Complainants for "membership fees" and "other charges." Instead, LDDI states that, in January of 1998, it entered into a "joint marketing alliance" with Inphomation, Inc., d/b/a The Psychic Friends Network (PFN) to market LDDI's long distance services together with PFN's "Friends to Friends" psychic services network. Pursuant to this arrangement, LDDI and PFN produced and aired television infomercials promoting the "Friends to Friends" psychic network and the LDDI long distance network. The infomercials displayed 800 numbers "owned and controlled" by PFN which consumers could call to request service by LDDI and membership in "Friends to Friends." LDDI asserts that it directed PFN to obtain and confirm customers' authorizations in accordance with Commission rules, and that PFN was then to submit the names and telephone numbers of those customers to LDDI.⁷

III. DISCUSSION

6. LDDI contests the Commission's finding of apparent liability. LDDI argues first that a forfeiture order should not be issued at all. Alternatively, LDDI argues that, if the Commission does determine that a forfeiture is warranted, it should be in an amount substantially less than \$2,000,000. As discussed below, we affirm the findings in the *LDDI NAL* and decline to reduce the forfeiture amount.

A. Imposition of a Forfeiture

7. LDDI argues that a forfeiture order should not be issued because: 1) LDDI delegated to PFN responsibility for obtaining proper authorization and verification of PIC-changes and membership in "Friends to Friends," and PFN was an independent contractor; 2) LDDI took the "affirmative step" of telephoning prospective customers and sending them a postcard to thank them for subscribing to its services; and, 3) the Commission allegedly does not have jurisdiction to impose penalties for imposing unauthorized charges on consumer telephone bills.

⁵ *LDDI NAL* at 2.

⁶ The Commission's rules and orders require that IXC's such as LDDI submit PIC-change orders to local exchange carriers, who are then obligated to make the PIC-change absent some indication that the request is not legitimate. See *LOA Order*, 10 FCC Rcd 9560 (1995); *PIC-change Order*, 7 FCC Rcd 1038 (1992); *Allocation Order*, 101 FCC 2d 911 (1985); *Waiver Order*, 101 FCC 2d 935 (Com. Car. Bur. 1985).

⁷ Response at 3-4. Complainants' allegations, together with a review of the "welcome postcard" LDDI asserts it mailed to new customers, indicates that PFN's "Friends to Friends" psychic services network was a pay-per-call service in which "psychics" provided personal advice to the caller.

(1) Liability for the Acts of an Independent Contractor

8. LDDI argues first that the Commission should not issue a forfeiture because PFN, not LDDI, was responsible for obtaining and verifying consumers' authorization to be switched to LDDI and join "Friends to Friends," and LDDI directed PFN to do so in accordance with the law. LDDI asserts that PFN was an independent contractor, and contends that section 217 of the Act does not impose liability for the acts of an independent contractor.⁸

9. The Commission has ruled on numerous occasions that carriers are responsible for the conduct of third parties acting on the carrier's behalf, including third party marketers.⁹ LDDI is not relieved of liability merely because it directed PFN to secure consumer authorizations in accordance with the law. Section 217 of the Act deems "the act, omission or failure of any . . . person *acting for* or employed by" any carrier to be the act, omission or failure of that carrier. This language is extremely broad and clearly extends to PFN, which was "acting for" LDDI in securing PIC-change authorizations. Identical language in another federal statute has been construed to impose criminal liability upon an employer for the acts of its independent contractor. The court reasoned there: "The fact that [the party who violated the statute] is said to have been an independent contractor rather than an employee is of no significance here because the section uses the disjunctive 'acting for or employed by.'"¹⁰ Congress's clear intent in enacting section 217 was to ensure that common carriers not flout their statutory duties by delegating them to third parties.¹¹ To hold that the section does not include independent contractors would create a gaping loophole in the requirements of the Act and frustrate legislative intent. Moreover, the construction urged by LDDI is contrary to long-established principles of common law holding statutory duties to be

⁸ The Act at section 217 provides, "In construing and enforcing the provisions of this Act, the act, omission, or failure of any officer, agent, or other person acting for or employed by any common carrier or user, acting within the scope of his employment, shall in every case be also deemed to be the act, omission, or failure of such carrier or user as well as that of the person."

⁹ The Commission has repeatedly held that the failure of a third party marketer to obtain proper authorization for a PIC-change does not relieve the carrier of its independent obligation to ensure compliance with Commission rules. *See, Heartline Communications, Inc.*, 11 FCC Rcd 18487 (1996); *Excel Telecommunications, Inc.*, 11 FCC Rcd 19765 (1997); *Target Telecom, Inc.*, 13 FCC Rcd 4456 (1998); *MCI Telecommunications Corp.*, 11 FCC Rcd 1821 (1996).

¹⁰ *United States of America v. Corbin Farm Service*, 444 F. Supp. 510, 525 (E.D. Cal.), *aff'd on other grounds*, 578 F.2d 259 (9th Cir. 1978). In that case, the court was charged with the construction of section 1361(b)(4) of the Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 1 *et seq.*

¹¹ *See, e.g., Miller's Apple Valley Chevrolet Olds-Geo, Inc. v. Goodwin*, 177 F.3d 232, 234 (4th Cir. 1999) ("Statutory interpretation begins with the language of the Act. . . . [T]he intent of Congress is expressed in the text of the statute...").

nondelegable.¹²

(2) LDDI's "Affirmative Steps"

10. LDDI argues next that a forfeiture should not be imposed because, in addition to directing PFN to obtain consumer authorization in accordance with the law, it took the "affirmative step, above and beyond that required by applicable FCC rules" of making a "courtesy call" to prospective subscribers to thank them for switching to LDDI and mailing them a "welcome postcard".¹³

11. Not one of the Complainants reported receiving a courtesy telephone call, and the few Complainants who recall a "welcome postcard" state that they received it only after being slammed and crammed. Moreover, there is no evidence that, prior to submitting PIC-changes and charging "membership fees", LDDI even *attempted* to confirm that the authorizations submitted by PFN were valid. Having failed to fulfill such a fundamental obligation, LDDI cannot reasonably assert that its actions went "above and beyond" the law.

12. In fact, LDDI's actions fell far short of the law. A number of Complainants state that they had no contact with LDDI or "Friends to Friends" prior to being slammed and crammed. The remaining Complainants telephoned "Friends to Friends" but were immediately put on hold and spoke to no one. Commission rules in effect during the period at issue provided that, when a consumer initiated a call to an IXC and *authorized* a switch in service, the IXC was not required to *verify* that *authorization*. These rules certainly did not relieve the carrier of the obligation to obtain authorization in the first instance.¹⁴ LDDI violated these rules, for it never obtained Complainants' *authorization*. Those Complainants who had no contact with LDDI or PFN provided no authorization. Nor had those Complainants who telephoned PFN and never spoke to anyone: The mere act of placing a telephone call does not constitute authorization for being switched to a different IXC and charged "membership fees".

¹² Employers are routinely held liable for breach of statutory duties, even where the failings are those of an independent contractor, and even where the party seeking redress is other than the government. *See Restatement [Second] of Torts* § 409, comment b at 371. *See also, e.g., Alva Steamship Co., Ltd. v. City of New York*, 616 F.2d 605, 609 (2d Cir. 1980) (exception to the rule of nonliability for the negligence of independent contractor is "the negligence of an independent contractor who performs a duty imposed by statute on the employer").

¹³ Response at 10.

¹⁴ *In-bound Stay Order*, 11 FCC Rcd at 856. As stated in the Order, the Commission was "persuaded that temporarily staying the PIC verification requirements as they pertain to consumer-initiated calls will allow the Commission to develop a complete record upon which we can conduct meaningful cost-benefit analysis and make a more informed decision." *Id.*

(3) Jurisdiction to Impose a Forfeiture for Cramming

13. LDDI argues that a forfeiture may not be imposed with respect to the “membership” and “other” charges it placed on Complainants’ phone bills, as the Commission does not have jurisdiction over the unauthorized placement of charges on a telephone bill for enhanced services.

14. LDDI is incorrect. Section 201(b) of the Act prohibits “unjust and unreasonable” practices by carriers “in connection with [interstate or foreign] communication service”. LDDI’s inclusion of “membership” and “other” fees on Complainants’ telephone bills was an “unjust and unreasonable” practice because the fees were unauthorized. That practice was “in connection with” communication service because it was inextricably intertwined with LDDI’s long distance service.

15. The record underscores the extent to which the unauthorized “membership” and “other” fees imposed by LDDI were “in connection with” its marketing, billing, and provision of long distance service. By its own admission, LDDI joined PFN in a “joint marketing alliance” pursuant to which LDDI’s long distance services were to be promoted together with the “Friends to Friends” psychic network. The infomercial produced by LDDI and PFN advertised the services of both companies. PFN was to obtain subscribers to LDDI’s IXC services through the “Friends to Friends” hotline. The telephone bills imposing the “membership” and “other” fees were generated and mailed to Complainants by LDDI. These bills state, “as a [“Friends to Friends”] Charter member you are entitled to . . . our discount long distance service.” LDDI’s welcome postcard provides that, “As a Friends to Friends Charter Member you have been switched free of charge to . . . LDDI . . .” Further, LDDI received a significant amount of the “membership” fees imposed upon consumers – more than \$3 million in the first six months of 1998.¹⁵ In short, LDDI’s practice of imposing “membership” and “other” fees was so inextricably intertwined with its marketing, billing and provision of long distance service that the practice was clearly “in connection with” communication service. The Commission correctly exercises its jurisdiction here to remedy violations of section 201(b).¹⁶

¹⁵ The consolidated Securities and Exchange Commission Form 10-QSB filed by Long Distance Direct Holdings, Inc., LDDI’s parent corporation, for the quarter ending June 30, 1998 states that, in the first six months of 1998, “the Company’s psychic marketing program generated \$3,254,980 or 34% of revenue through membership fees charged to the Company’s customers...”.

¹⁶ LDDI argues in the alternative that, even if the Commission does have jurisdiction over cramming, that jurisdiction is shared with, and better exercised by, the Federal Trade Commission. Response at 5, 11 - 15. But LDDI does not deny that slamming violations are properly before the Commission. The interdependency of the slamming and cramming violations at issue, as well as considerations of administrative efficiency, establish that the Commission is correct in exercising its jurisdiction here. We are fortified in our conclusion by the fact that the cramming at issue involved ostensible membership in “Friends to Friends”, a pay-per-call service. At section 228 of the Act, Congress specifically “recognize[d] the Commission’s authority to prescribe regulations and enforcement procedures and conduct oversight to afford reasonable protection to consumers of pay-per-call services . . .”.

B. Amount of the Forfeiture

16. LDDI argues alternatively that, if the Commission determines that a forfeiture should be imposed, the amount of the forfeiture should be substantially reduced. Invoking the factors set forth in section 503(b)(2)(D) of the Act,¹⁷ LDDI asserts that: 1) LDDI's violations were not "particularly egregious"; 2) LDDI is a responsible carrier; and, 3) LDDI is not able to pay a penalty of \$2,000,000.

(1) Gravity of the Violations

17. LDDI argues that a penalty of \$40,000 for each of the slamming and cramming violations is inconsistent with the Commission's *Forfeiture Policy Statement*¹⁸ and prior Commission decisions.¹⁹ LDDI urges first that its violations are not "particularly egregious", finding it significant that the unauthorized PIC-changes and "membership fees" did not result from forged letters of authorization, but from Complainants telephoning a number advertised in the LDDI/PFN infomercials.²⁰ According to LDDI, the fact that Complainants made these calls "at the very least, evidenced the end-user's interest in the advertised services."²¹

18. Neither the *Forfeiture Policy Statement* nor the Commission's prior decisions suggests that the \$40,000 base forfeiture amount for slamming is limited to situations involving forged letters of authorization. The violations at issue here are particularly egregious. They were repeated, and continued over a period of months. And they were more than minor technical failures, as not one of the Complainants can reasonably be said to have authorized the charges at issue here. The record indicates that those who telephoned the "Friends to Friends" psychic hotline were put on hold and never spoke to anyone. The record further indicates that the remaining Complainants had no contact with LDDI or PFN prior to being slammed and crammed. Contrary to

¹⁷ The Act at section 503(b)(2)(D) provides that, in determining the amount of the forfeiture penalty, the Commission is required to take into account "the nature, circumstances, extent, and gravity of the violation and, with respect to the violator, the degree of culpability, and history of prior offenses, ability to pay, and such other matters as justice may require."

¹⁸ *Commission's Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17808 (1997) (*Forfeiture Policy Statement*).

¹⁹ See Response at 19 n. 50 and the cases cited therein.

²⁰ Response at 17-20.

²¹ Response at 17.

LDDI's assertion, the fact that certain Complainants telephoned "Friends to Friends" does not demonstrate that they were interested in switching to LDDI or joining "Friends to Friends." In any event, mere "interest" is a far cry from the actual authorization required under the Act and our rules.

19. LDDI argues further that a penalty of \$40,000 for each cramming violation is inconsistent with the *Forfeiture Policy Statement* because the Commission "conspicuously omit[ted] reference to unauthorized charges on consumers' telephone bills..."²² LDDI is incorrect. Although the *Forfeiture Policy Statement* does not establish a forfeiture amount for cramming, it does state that, "any omission of a specific rule violation ... should not signal that the Commission considers any unlisted violation as nonexistent or unimportant."²³ In addition, the Commission retains the discretion to depart from the *Forfeiture Policy Statement* and issue forfeitures on a case-by-case basis under the general forfeiture authority granted it by section 503 of the Act.²⁴ The imposition of charges on a telephone bill for "services" the consumer has not authorized is sufficiently egregious to warrant a forfeiture in an amount equal to that for slamming. In the case both of slamming and cramming, the consumer is charged without consent, and consumer confusion is exploited. Moreover, as discussed earlier, the cramming violations at issue here were not minor infractions. Complainants were charged for "services" they had not authorized and never received. Accordingly, by analogy to the standard forfeiture for slamming provided by the *Forfeiture Policy Statement*, \$40,000 is an appropriate forfeiture for these unauthorized charges.

(2) Degree of Culpability and Prior Offenses

20. LDDI argues that the forfeiture is excessive because it has been "an exemplary long distance carrier."²⁵ It notes that it has never before been the subject of an enforcement action, and asserts that the acts at issue were those of PFN, an independent contractor. LDDI points again to its alleged "affirmative steps" of making courtesy calls and sending welcome postcards to prospective subscribers. Additionally, LDDI emphasizes that it took appropriate remedial measures when it learned that PFN had not obtained proper authorizations: it ended the relationship with PFN, reimbursed Complainants, provided timely and detailed responses to the Commission's notices of informal complaint, and implemented rigorous measures to prevent future unauthorized PIC-changes.²⁶

²² Response at 17 –18.

²³ *Forfeiture Policy Statement*, 12 FCC Rcd at 17099.

²⁴ *Id.*

²⁵ Response at 7.

²⁶ Response at 20-21, 23.

21. The size of the penalty imposed here merely reflects the large number of violations: 25 acts of slamming and 25 acts of cramming. While LDDI has never before been the subject of an enforcement action, we view these violations as particularly egregious. As discussed earlier, LDDI's failure to ensure that Complainants had authorized a change to LDDI and membership in "Friends to Friends" cannot be cured by courtesy calls and welcome postcards. Finally, LDDI's remedial efforts after being confronted by the Commission were no more than might be expected of any carrier. In particular, we note that LDDI has not shown that it has taken any remedial action regarding the hundreds of consumers (other than Complainants) who contacted the Commission asserting that they were switched to LDDI without their permission.

(3) Ability to Pay

22. LDDI argues that the forfeiture amount should be reduced because LDDI has sustained operating losses for each year of its existence, and because a \$2,000,000 forfeiture "would mean the certain demise of LDDI as a viable business concern . . .".²⁷ LDDI's assertion that it suffered operating losses is unavailing. We have repeatedly held that that a carrier's gross revenues are the best indicator of its ability to pay a forfeiture. "[T]he use of gross revenues to determine a party's ability to pay is reasonable, appropriate, and a useful yardstick in helping to analyze a company's financial condition for forfeiture purposes."²⁸

23. LDDI has not demonstrated that its gross revenues are such that LDDI cannot pay a \$2,000,000 forfeiture. LDDI asserts that its gross revenues in 1998 were \$12 million,²⁹ but has provided no reliable information as to its gross revenues in 1999. LDDI submitted its parent company's consolidated SEC Form 10-Q for the period ending March 31, 1998, and refers in its Response to the same Form 10-Q for the period ending June 30, 1998. Yet those forms do not provide recent financial information, and establish only that LDDI's parent has significant assets. We are unable to locate any more recent SEC filings. We repeatedly requested that LDDI provide probative evidence of its current financial status.³⁰ Yet LDDI responded by providing an income

²⁷ Response at 22.

²⁸ *Target Telecom, Inc.*, 13 FCC Rcd at 4458 (1998). See also *PJB Communications of Virginia*, 7 FCC Rcd 2088; *David L. Hollingsworth d/b/a Worldand Services*, 7 FCC Rcd 6640 (1992). LDDI cites *Applications of First Greenville Corp.*, 11 FCC Rcd 7399 (1996) and *Benito Rish*, 10 FCC Rcd 2861 (1995). Response at 21. But those cases are readily distinguishable, as they involve forfeitures imposed upon small radio stations, not telecommunications resellers. Further, in *Applications of First Greenville Corp.*, the radio licensee established that its sole shareholder had not received any income whatsoever from the stations and had lent the stations considerable sums. LDDI has made no such showing here. In *Benito Rish*, the Commission reduced the penalty because the radio licensee was licensed to a community of 425 and a reduced penalty would adequately deter future misconduct.

²⁹ Response at 22.

³⁰ Commission staff met with principals of LDDI and their legal counsel on May 5, 1999, and requested that,

statement for the quarter ended March 30, 1999, which is neither audited, attested to as accurate by an officer of the company nor even authenticated. LDDI simply has not met its burden of proving that it is unable to pay a \$2,000,000 forfeiture.

IV. CONCLUSION

24. After reviewing the information filed by LDDI in its Response, we find that LDDI has failed to identify facts or circumstances to persuade us that there is any basis for reconsidering the *LDDI NAL*. Further, LDDI has not shown any mitigating circumstances sufficient to warrant a reduction of the \$2,000,000 forfeiture penalty for which it is liable.

ORDERING CLAUSES

25. Accordingly, IT IS ORDERED THAT, pursuant to section 503(b) of the Act, 47 U.S.C. § 503(b), and sections 0.111, 0.311 and 1.80(f)(4) of the Commission's rules, 47 C.F.R. §§ 0.111, 0.311 and 1.80(f)(4), that LDDI SHALL FORFEIT to the United States Government the sum of two million dollars (\$2,000,000) for violating sections 201(b) and 258 of the Act, 47 U.S.C. §§ 201(b), 258, as well as the Commission's rules and orders.³¹

by June 6, 1999, LDDI provide audited financial statements for the year ending December 31, 1999. LDDI did not respond. On June 16, 1999, Commission staff contacted LDDI's counsel, warned him that LDDI had the burden of proof to show that the forfeiture should not issue, and advised him that the carrier would have only until June 29 to substantiate its claims. LDDI then provided the March 30, 1999 income statement discussed above.

³¹ The forfeiture amount should be paid by check or money order drawn to the order of the Federal Communications Commission. Reference should be made on the check or money order to "NAL/Acct. No. 916EF0003." Such remittances should be mailed to Forfeiture Collection Section, Finance Branch, Federal Communications Commission, P.O. Box. 73482, Chicago, Illinois 60673-7482.

26. IT IS FURTHER ORDERED that a copy of this Order of Forfeiture shall be sent by certified United States mail to Steven Lampert, President and Chief Executive Officer, Long Distance Direct, Inc., One Blue Hill Plaza, Suite 1430, Pearl River, New York 10965.

FEDERAL COMMUNICATIONS COMMISSION

Magalie Roman Salas
Secretary