

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

In the Matter of	)	
	)	
<b>POWER RADIO CORPORATION</b>	)	EB-03-IH-0687
	)	Facility ID No. 133411
Licensee of Noncommercial Educational Station	)	NAL/Account No. 200932080020
KXPW-LP, Georgetown, Texas	)	FRN 0006560650

**NOTICE OF APPARENT LIABILITY FOR FORFEITURE**

**Adopted: March 18, 2009**

**Released: March 18, 2009**

By the Chief, Enforcement Bureau:

**I. INTRODUCTION**

1. In this *Notice of Apparent Liability for Forfeiture* (“NAL”), we find that Power Radio Corporation (“PRC”), licensee of noncommercial educational Station KXPW-LP, Georgetown, Texas, willfully and repeatedly broadcast prohibited advertisements in apparent violation of Section 399B of the Communications Act of 1934, as amended (the “Act”),<sup>1</sup> and Sections 73.503 and 73.801 of the Commission’s rules.<sup>2</sup> Based upon our review of the facts and circumstances of this case, we conclude that PRC is apparently liable for a monetary forfeiture in the amount of twenty thousand dollars (\$20,000).

**II. BACKGROUND**

2. This case arises from a complaint made to the Commission in November 2003, alleging that noncommercial educational Station KXPW-LP broadcast prohibited underwriting announcements on July 16, 2003.<sup>3</sup> Thereafter, the Enforcement Bureau (“Bureau”) inquired of the licensee concerning the allegations contained in the complaint.<sup>4</sup> PRC responded to the *August 9<sup>th</sup> LOI* on September 13, 2004.<sup>5</sup> Prior to that response, however, the Complainant alleged that

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<sup>1</sup> See 47 U.S.C. § 399b.

<sup>2</sup> See 47 C.F.R. §§ 73.503, 73.801. We note that Section 73.801 makes certain rules, including Section 73.503, applicable to low power FM stations, such as Station KXPW-LP.

<sup>3</sup> See Letter from Barry A. Friedman, Esq., to William D. Freedman, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, dated November 5, 2003 (“*November 5<sup>th</sup> Complaint*”), filed on behalf of Ixoye Productions, Inc., licensee of noncommercial educational Station KNLE-FM, Round Rock, Texas (“Complainant”).

<sup>4</sup> See Letter from William D. Freedman, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, to PRC, dated August 9, 2004 (“*August 9<sup>th</sup> LOI*”).

<sup>5</sup> See Letter from Lauren Lynch Flick, Esq., to Kenneth M. Scheibel, Jr., Attorney, Investigations and Hearings Division, Enforcement Bureau, dated September 13, 2004, and filed on behalf of PRC (“*September 13<sup>th</sup> Response*”).

the station had aired further prohibited underwriting announcements on August 23 and 24, 2004, about which the Bureau inquired on October 20, 2004.<sup>6</sup> Further responsive pleadings followed.<sup>7</sup>

### III. DISCUSSION

3. Under Section 503(b)(1) of the Act, any person who is determined by the Commission to have willfully or repeatedly failed to comply with any provision of the Act or any rule, regulation, or order issued by the Commission shall be liable to the United States for a forfeiture penalty.<sup>8</sup> 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.<sup>9</sup> 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,<sup>10</sup> and the Commission has so interpreted the term in the Section 503(b) context.<sup>11</sup> The Commission may also assess a forfeiture for violations that are merely repeated, and not willful.<sup>12</sup> “Repeated” means that the act was committed or omitted more than once, or lasts more than one day.<sup>13</sup> In order to impose such a penalty, the Commission must issue a notice of apparent liability, the notice must be received, and the person against whom the notice has been issued must have an opportunity to show, in writing, why no such penalty should be imposed.<sup>14</sup> The Commission will then issue a forfeiture if it finds, by a preponderance of the evidence, that the person has willfully or repeatedly violated the Act or a Commission rule.<sup>15</sup> As described in greater detail below, we conclude under this procedure that PRC is apparently liable for a forfeiture in the amount of twenty thousand dollars (\$20,000) for its apparent willful and repeated violations of Section 399B of the Act and the Commission’s underwriting rules.

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<sup>6</sup> See Letter from Barry A. Friedman, Esq., to William D. Freedman, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, dated August 24, 2004 (“August 24<sup>th</sup> Complaint”); Letter from William D. Freedman, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, to PRC, dated October 20, 2004 (“October 20<sup>th</sup> LOP”).

<sup>7</sup> See Letter from Lauren Lynch Flick, Esq., to Kenneth M. Scheibel, Jr., Attorney, Investigations and Hearings Division, Enforcement Bureau, dated November 9, 2004 (“November 9<sup>th</sup> Response”); Letter from Barry A. Friedman, Esq., to William D. Freedman, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, dated November 17, 2004 (“November 17<sup>th</sup> Reply”); Letter from Lauren Lynch Flick, Esq., to Kenneth M. Scheibel, Jr., Attorney, Investigations and Hearings Division, Enforcement Bureau, dated January 24, 2005 (“January 24<sup>th</sup> Response”).

<sup>8</sup> See 47 U.S.C. § 503(b)(1)(B); 47 C.F.R. § 1.80(a)(1).

<sup>9</sup> 47 U.S.C. § 312(f)(1).

<sup>10</sup> See H.R. Rep. No. 97-765, 97<sup>th</sup> Cong. 2d Sess. 51 (1982).

<sup>11</sup> See, e.g., *Southern California Broadcasting Co.*, Memorandum Opinion and Order, 6 FCC Rcd 4387, 4388 (1991).

<sup>12</sup> See, e.g., *Callais Cablevision, Inc., Grand Isle, Louisiana*, Notice of Apparent Liability for Monetary Forfeiture, 16 FCC Rcd 1359, 1362, ¶ 10 (2001) (“*Callais Cablevision*”) (issuing a Notice of Apparent Liability for, *inter alia*, a cable television operator’s repeated signal leakage).

<sup>13</sup> *Southern California Broadcasting Co.*, 6 FCC Rcd at 4388, ¶ 5; *Callais Cablevision, Inc.*, 16 FCC Rcd at 1362, ¶ 9.

<sup>14</sup> 47 U.S.C. § 503(b); 47 C.F.R. § 1.80(f).

<sup>15</sup> See, e.g., *SBC Communications, Inc.*, Forfeiture Order, 17 FCC Rcd 7589, 7591 ¶ 4 (2002) (forfeiture paid).

**A. PRC Has Willfully and Repeatedly Broadcast Advertisements in Apparent Violation of Section 399B of the Act and Sections 73.503 and 73.801 of the Commission's Rules**

4. Advertisements are defined by the Act as program material broadcast in exchange for any remuneration and intended to “promote any service, facility, or product” of for-profit entities.<sup>16</sup> The pertinent statute specifically provides that noncommercial educational stations may not broadcast advertisements.<sup>17</sup> Although contributors of funds to such stations may receive on-air acknowledgements, the Commission has held that such acknowledgements may be made for identification purposes only, and should not promote the contributors' products, services, or businesses.<sup>18</sup> Specifically, such announcements may not contain comparative or qualitative descriptions, price information, calls to action, or inducements to buy, sell, rent or lease.<sup>19</sup> At the same time, however, the Commission has acknowledged that it is at times difficult to distinguish between language that promotes versus that which merely identifies the underwriter. Consequently, the Commission expects that licensees exercise reasonable, “good faith” judgment in this area, and affords some latitude to the judgments of licensees who do so.<sup>20</sup>

5. At issue here are eight underwriting announcements which PRC admits that Station KXPW-LP broadcast between July 2003 and September 2004.<sup>21</sup> PRC claims that the announcements were revised in June and then again in September 2004 in an attempt to conform them to the Commission's underwriting guidelines.<sup>22</sup> PRC acknowledges that it received remuneration for airing the messages on behalf of the station's underwriters, all of whom are for-profit entities.<sup>23</sup> PRC provided information representing that, aggregately, the eight subject announcements were repeated several thousand times from July 2003, through September 2004.<sup>24</sup>

6. After careful review of the record in this case, we find that the eight announcements set forth in the attached transcript were made on behalf of for-profit entities and apparently exceed the bounds of what is permissible under Section 399B of the Act and the Commission's pertinent rules and policies, notwithstanding the “good faith” discretion afforded

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<sup>16</sup> See 47 U.S.C. § 399b(a).

<sup>17</sup> See *id.*

<sup>18</sup> See *Commission Policy Concerning the Noncommercial Nature of Educational Broadcasting Stations*, Public Notice (1986), *republished*, 7 FCC Rcd 827 (1992) (“*Public Notice*”).

<sup>19</sup> See *id.*

<sup>20</sup> See *Xavier University*, Letter of Admonition, issued November 14, 1989 (Mass Med. Bur.), *recons. granted*, Memorandum Opinion and Order, 5 FCC Rcd 4920 (1990) (collectively “*Xavier*”).

<sup>21</sup> See *September 13<sup>th</sup> Response* at 3-5; *November 9<sup>th</sup> Response* at 3-5. PRC claims that it cannot provide specific information identifying the exact times and dates that the subject underwriting announcements aired, but instead relies on its underwriter contract information to estimate the period of time during which the announcements aired, and the number of daily repetitions that were made. See *id.* Thus, our findings herein are based on that information.

<sup>22</sup> See *id.*

<sup>23</sup> A ninth announcement concerning the Powerline Conference was aired, but PRC represents that the underwriters of the Powerline Conference and Exodus Ministries are not-for-profit entities. See *September 13<sup>th</sup> Response* at 5; *November 9<sup>th</sup> Response* at 4. Accordingly, that announcement is not considered here.

<sup>24</sup> See *September 13<sup>th</sup> Response* at 3-5 & Exhibits A-C attached thereto; *November 9<sup>th</sup> Response* at 3-5 & Exhibit A attached thereto.

licensees under *Xavier, supra*.<sup>25</sup> We conclude that they appear to constitute prohibited advertisements because they invite or urge business patronage, distinguish favorably the respective underwriters from their competitors by stating or implying that they offer superior service, products or price, and describe their underwriters through comparative and qualitative references made either directly or by customer testimonials.<sup>26</sup> For example, the announcement for Post Net invites business patronage and distinguishes the shop from its competitors by stating, “Post Net is your one-stop shop for black and white [and] color copies...You can stop by one of our two locations. Or you may call [telephone number].”<sup>27</sup> The announcements for Christian Brothers Automotive, G&F Air Conditioning & Heating, Jonestreet Mortgage, Sock-Hop & Inflatable Wonderland and Schlitterbahn Water Park all contain claims of superior service and qualitative characterizations, such as “Christian Brothers takes pride in their honest and reliable service;” “G&F came out that day and the service was terrific;” “Having the...character and integrity to do what we [*i.e.* Jonestreet] say we’re going to do;” “Our [*i.e.* Sock Hop’s] dedicated, friendly staff loves children and provides a safe atmosphere for you and your child;” and “[I]t’s [*i.e.*, Schlitterbahn] been named America’s number one water park ... filled with cutting edge attractions.”<sup>28</sup> The announcements for Rockin’ Tomato Pizza Company included clear comparative statements – “a unique eatery” – and qualitative descriptions – “made with only the freshest ingredients” and a “fun family environment.” Similarly, the announcements for Double Dave’s Pizzaworks are qualitative in nature, including “[w]hen you need a break they[’ve] got the right food and it’s a really great place,” and “their world-famous pepperoni rolls.”<sup>29</sup>

7. Contributing to our finding is the fact that many of these announcements appear to exceed thirty seconds in length. Although the Commission has not imposed quantitative limits on the length of underwriting announcements, it has found that the longer the announcements, the more likely they are to contain material, as here, that is inconsistent with the “identification only” purpose of such announcements.<sup>30</sup>

8. Specifically, we find that PRC broadcast unlawful announcements on behalf of Schlitterbahn Water Park from July 2003 through August 2003.<sup>31</sup> We further find that PRC broadcast unlawful announcements on behalf of Double Dave’s Pizzaworks and G&F Air

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<sup>25</sup> Because promotional messages made on behalf of not-for-profit entities are permissible, we do not include those made on behalf of Powerline Conference in our finding. *See Commission Policy Concerning the Noncommercial Nature of Educational Broadcast Stations*, Report and Order, 90 FCC 2d 895, 900 n.16 (1982), *recon.*, 97 FCC 2d 255 (1984) (“1982 Policy Statement”) (noting that institutions which qualify under IRS guidelines as not-for-profit organizations may be promoted).

<sup>26</sup> *See Public Notice, supra* n.18.

<sup>27</sup> *See* Attachment, Post Net announcement.

<sup>28</sup> *See* Attachment, Christian Brothers Automotive announcement, G&F Air Conditioning & Heating announcement, Jonestreet Mortgage announcement, Sock-Hop & Inflatable Wonderland announcement, and Schlitterbahn Water Park announcement.

<sup>29</sup> *See* Attachment, Rockin’ Tomato Pizza Company announcement, and Double Dave’s Pizzaworks announcement.

<sup>30</sup> *See Public Notice, supra* n.18.

<sup>31</sup> The announcements made on behalf of Schlitterbahn Water Park, which were aired in exchange for consideration consisting of trade-out giveaway tickets, were not among those revised in June 2004 or September 2004 because they were aired only from July 2003 through August 2003. *See September 13<sup>th</sup> Response* at 4-5 & Exhibit C.

Conditioning & Heating from July 2003 through July 2004.<sup>32</sup> For varying periods between July 2003 and September 2004, PRC made unlawful announcements on behalf of Rockin' Tomato Pizza Company, Jonestreet Mortgage, Sock-Hop & Inflatable Wonderland, Post Net, and Christian Brothers Automotive.<sup>33</sup>

9. In its *November 17<sup>th</sup> Reply*, the Complainant argues that Station KXPW-LP continued to air prohibited underwriting announcements subsequent to having received our *August 9<sup>th</sup> LOI*, and that this prompted it to file its *August 24<sup>th</sup> Complaint*.<sup>34</sup> The Complainant contends that the fact that these later broadcasts were made constitutes not only evidence of further underwriting rule violations, but casts doubt on the accuracy of certain representations PRC made to the Commission in its *September 13<sup>th</sup> Response* that, according to the Complainant, implied that the station had by then achieved underwriting rule compliance.<sup>35</sup> We reject this argument. In the *August 9<sup>th</sup> LOI*, we directed PRC to respond to specific and detailed factual inquiries that asked the licensee to describe, among other things, its station underwriting policies and procedures.<sup>36</sup> In its *September 13<sup>th</sup> Response*, PRC outlined the steps it had taken, and was continuing to take, to modify its underwriting policies and procedures.<sup>37</sup> Those steps apparently included PRC's hiring of communications counsel after it had received the *August 9<sup>th</sup> LOI* to assist it in evaluating and reforming its underwriting practices, where necessary.<sup>38</sup> There is no assertion in the *September 13<sup>th</sup> Response* that PRC had achieved full compliance and PRC's recitation of the steps it took to improve its compliance in no way implies such a certification. Moreover, even assuming, *arguendo*, that PRC had committed additional apparent underwriting rule violations while preparing to respond to our *August 9<sup>th</sup> LOI*, that fact alone does not raise a question of misrepresentation or lack of candor. There is, therefore, no basis on which to conclude that PRC failed to observe its duty to be truthful and candid before the Commission.

## B. Proposed Action

10. Section 503(b) of the Act and Section 1.80(a) of the Commission's rules both state that any person who willfully or repeatedly fails to comply with the provisions of the Act, the rules or Commission orders shall be liable for a forfeiture penalty.<sup>39</sup> The Commission's

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<sup>32</sup> PRC represents that, in June 2004, it revised the underwriting announcements concerning Double Dave's Pizzaworks and G&F Air Conditioning & Heating, and provided to us their amended texts for evaluation. See *September 13<sup>th</sup> Response* at 3-5 & Exhibits D-E attached thereto. We find, however, that these announcements, even as revised, remained impermissibly promotional.

<sup>33</sup> PRC contends that it retained communications counsel and undertook "targeted editing" in September 2004 with regard to each of the foregoing announcements, except those made on behalf of Rockin' Tomato Pizza Co. See *November 9<sup>th</sup> Response* at 3. We find that the September 2004 revisions appear to render the announcements acceptable under our rules. With respect to the Rockin' Tomato Pizza Company announcement, PRC submitted revised text but did not indicate whether or when it was actually utilized. *Id.* Being uncertain whether the purported revision was ever substituted for the earlier promotional text, we will not consider PRC's broadcast of any of the post-September 2004 Rockin' Tomato Pizza Co. announcements in conjunction with our determination of the forfeiture amount.

<sup>34</sup> See generally, *November 17<sup>th</sup> Reply*.

<sup>35</sup> See *id.*; see also 47 C.F.R. § 1.17.

<sup>36</sup> See *September 13<sup>th</sup> Response* at 5-6.

<sup>37</sup> See *id.*

<sup>38</sup> See *id.*

<sup>39</sup> See 47 U.S.C. § 503(b); 47 C.F.R. § 1.80.

*Forfeiture Policy Statement* sets a base forfeiture amount of \$2,000 for violation of the enhanced underwriting requirements.<sup>40</sup> The *Forfeiture Policy Statement* also provides that the Commission shall adjust a forfeiture based upon consideration of the factors enumerated in Section 503(b)(2)(E) of the Act, such as “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.”<sup>41</sup>

11. In the *Christian Voice NAL*, the Bureau proposed a twenty thousand dollar (\$20,000) forfeiture against a noncommercial educational broadcast licensee for airing a significant number of announcements in apparent violation of the Commission’s underwriting rules over a fifteen-month period of time.<sup>42</sup> Here, we find that PRC willfully and repeatedly broadcast eight separate advertisements, comprising thousands of separate broadcasts, in apparent violation of Section 399B of the Act and Section 73.503(d) of the Commission’s rules.<sup>43</sup> We believe that a substantial forfeiture is necessary because of the lengthy period of time over which the prohibited announcements were aired, the large number of announcements and broadcasts involved, and their often blatantly promotional nature. Based on all the circumstances, and after examining forfeiture actions in other recent underwriting cases, we believe that a forfeiture of twenty thousand dollars (\$20,000) is appropriate.<sup>44</sup>

12. We further caution PRC and all noncommercial educational licensees that, in future cases, violations of the type encountered here may result in even harsher sanctions than we propose in this case. Licensees have an ongoing duty to understand and carefully abide by the limitations in the Act and in our rules on advertising on noncommercial stations. The multiple, longstanding, and blatant nature of the violations here reflect an unacceptable disregard for that duty and we intend to deter such behavior in the future by appropriate necessary means, including substantially higher forfeitures.

13. Accordingly, applying the *Forfeiture Policy Statement* and the statutory factors to this case, we conclude that PRC is apparently liable for a forfeiture in the amount of twenty thousand dollars (\$20,000) for apparently willfully and repeatedly violating the Commission’s underwriting rules.

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<sup>40</sup> *The Commission’s Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, 12 FCC Rcd 17087, 17115 (1997) (“*Forfeiture Policy Statement*”), *recon. denied* 15 FCC Rcd 303 (1999); 47 C.F.R. § 1.80(b).

<sup>41</sup> 47 U.S.C. § 503(b)(2)(E). *See also Forfeiture Policy Statement*, 12 FCC Rcd at 17100 ¶ 27.

<sup>42</sup> *See Christian Voice of Central Ohio, Inc. (WCVZ(FM))*, Notice of Apparent Liability, 19 FCC Rcd 23663 (Enf. Bur. 2004) (twenty thousand dollar (\$20,000) forfeiture initially proposed for underwriting violations), *forfeiture reduced*, 23 FCC Rcd 7594 (Enf. Bur. 2008) (forfeiture reduced to \$9,000 for good compliance record and after finding acceptable a previously sanctioned announcement), *recons. den.*, 23 FCC Rcd 15943 (2008) (forfeiture paid) (collectively “*Christian Voice*”).

<sup>43</sup> This finding does not include those announcements made on behalf of Powerline Conference or Exodus Ministries because, as noted, PRC represents that they operate as not-for-profit entities. *See September 13<sup>th</sup> Response* at 5; *November 9<sup>th</sup> Response* at 4.

<sup>44</sup> *See, e.g., Christian Voice, supra* n.42.

**IV. ORDERING CLAUSES**

14. **ACCORDINGLY**, pursuant to Section 503(b) of the Communications Act of 1934, as amended, and Sections 0.111, 0.311 and 1.80 of the Commission's rules, Power Radio Corporation, licensee of noncommercial educational Station KXPW-LP, Georgetown, Texas, **IS HEREBY NOTIFIED OF ITS APPARENT LIABILITY FOR A FORFEITURE** in the amount of twenty thousand dollars (\$20,000) for willfully and repeatedly broadcasting advertisements in violation of Section 399B of the Act, 47 U.S.C. § 399b, and Sections 73.503 and 73.801 of the Commission's rules, 47 C.F.R. §§ 73.503 and 73.801, during the period July 2003, through September 2004.

15. **IT IS FURTHER ORDERED**, pursuant to Section 1.80 of the Commission's rules that within thirty days of the release of this Notice, PRC **SHALL PAY** the full amount of the proposed forfeiture or **SHALL FILE** a written statement seeking reduction or cancellation of the proposed forfeiture.

16. 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 Number referenced above. Payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. 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[s] 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). 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. Power Radio Corporation will also send electronic notification on the date said payment is made to Hillary.DeNigro@fcc.gov, Kenneth.Scheibel@fcc.gov, and Anita.Patankar-Stoll@fcc.gov.

17. The response, if any, shall be mailed to Hillary S. DeNigro, Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 445 12<sup>th</sup> Street, S.W, Room 4-C330, Washington DC 20554 and **SHALL INCLUDE** the NAL/Acct. No. referenced above. To the extent practicable, the response, if any, shall also be sent via e-mail to Hillary.DeNigro@fcc.gov, Kenneth.Scheibel@fcc.gov, and Anita.Patankar-Stoll@fcc.gov.

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

19. **IT IS FURTHER ORDERED** that the above-referenced complaints filed by Ixoye Productions, Inc. **ARE GRANTED** to the extent indicated herein and **ARE OTHERWISE DENIED**, and the instant complaint proceeding **IS HEREBY TERMINATED**.<sup>45</sup>

20. **IT IS FURTHER ORDERED** that a copy of this Notice shall be sent, by Certified Mail/Return Receipt Requested, to Power Radio Corporation, P.O. Box 73, Georgetown, Texas 78627, to its counsel, Lauren Lynch Flick, Esq., Pillsbury Shaw Pittman, L.L.P., 2300 N Street, N.W., Washington, D.C. 20037-1128, and by regular mail to counsel for the Complainant, Ixoye Productions, Inc., Barry A. Freidman, Esq., Thompson Hine, L.L.P., 1920 N Street, N.W., Washington, D.C. 20036-1600.

FEDERAL COMMUNICATIONS COMMISSION

Kris Anne Monteith  
Chief, Enforcement Bureau

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<sup>45</sup> For purposes of the forfeiture proceeding initiated by this NAL, PRC shall be the only party to this proceeding.



ATTACHMENT

The following text was transcribed from underwriting announcements broadcast over noncommercial educational Station KXPW-LP, Georgetown, Texas.

*Double Dave's Pizzaworks*

Musical Jingle: Let's go to Double Dave's, Double Dave's. They've got the pizza with that fresh made taste to put a smile on your face. Let's go to Double Dave's, Double Dave's. When you need a break they got the right food and it's a really great place.

Hey Power FM family, if you're looking for a family kind of place, with great pizza, at affordable prices, Double Dave's Pizzaworks [is] in east Round Rock. Double Dave's is a fun place to eat for lunch or diner with a large variety of pizzas, stromboli, stuffin[g]s, and their world-famous pepperoni rolls. Double Dave's also has a party room for special birthday celebrations, team get-togethers, or other group functions. They feature a daily lunch buffet with the same great food you can order in the restaurant or for delivery. Double Dave's Pizzaworks is located on Highway 79 about a mile east of I-35 in Round Rock. Double Dave's phone number is 388-DAVE. Double Dave's Pizzaworks, your neighborhood pizza place.

Musical Jingle: Let's go to Double Dave's, Double Dave's. They've got the pizza with that fresh-baked taste to put a smile on your face. Let's go to Double Dave's.

*G&F Air Conditioning & Heating*

V1: Hey Lisa, I'm wondering if you know a reliable air conditioning company to contact. My air conditioner just went out and it's ten o'clock at night.

V2: I sure do. One of my colleagues at work told me about G&F Air Conditioning & Heating. She said that G&F came out that day and the service was terrific. The technician explained what was wrong and what he had to do and how much it would cost to fix it right there and then. She said that the AC is running better than ever and the best part about it is she wasn't charged an arm and a leg. And I know that G&F is available twenty-four hours a day, seven days a week. So I'm keeping G&F's phone number handy.

V1: What was that number for G&F?

V2: G&F's number is 515-5289. That's 515-5289. Did you get that? That's 515-5289.

V1: Thanks, Lisa. Bye!

G&F Air Conditioning & Heating—doing service calls and installations for residential and commercial, open twenty-four hours, seven days a week. You may call G&F at 515-5289. That's 515-5289.

*Rockin' Tomato Pizza Company*

Rockin' Tomato Pizza Company is a unique eatery offering a variety of traditional and deep dish pizzas, hot sub sandwiches, salads, pastas, calzones, and even burgers, all made with only the freshest ingredients. Rockin' Tomato Pizza Company offers a fun family environment. Rockin' Tomato Pizza Company is located at 920 East Palm Valley Road in round Rock about a mile east

of I-35. For more information, you may call 388-EATZ. That's 388-3289. Rockin' Tomato Pizza Company –the little pizza joint that rocks.

### *Schlitterbahn Water Park*

Musical Jingle: The hottest coolest times in Texas come play at Schlitterbahn.

Enjoying the Texas summer by the river or by the beach. Schlitterbahn's got both covered. That's right, there are two Schlitterbahn water parks. Cool off along the banks of the spring-fed river at the original Schlitterbahn Water Park Resort in New Braunfels. It's one of the largest water parks in the world, and it's been named America's number one water park by the travel channel. Plus the park is surrounded by resort accommodations so you can stay right where you play and bask under the tropical sun at Schlitterbahn Beach Water Park. A tropical paradise at the southern tip of Texas next to the gulf of Mexico on South Padre Island, filled with cutting-edge attractions, and creature pleasing comforts. Schlitterbahn Beach offers you a completely different kind of experience. And while each park is unique, both are family owned, family operated, and family friendly. Park for free, bring your own picnic. There is always Coca-Cola. The two hottest coolest times in Texas, Schlitterbahn Water Park Resort in New Braunfels, and Schlitterbahn Beach Water Park on South Padre Island. For more information, [schlitterbahn.com](http://schlitterbahn.com)

### *Jonestreet Mortgage*

V1: Dave, you believe in miracles?

V2: Why yes, honey, I do.

V1: Have you seen one lately?

V2: Why yes, honey, I have. When we bought this house my mortgage loan officer returned my calls every time. Did what he said he would do. We got just what we needed. And our loan even closed on time.

V2: Why yeah, that is a miracle.

V3: Hi. This is Chuck Jones, at Jonestreet Mortgage. Thankfully, miracles still happen today. However, it does not require a miracle for you to get the home loan you deserve. At Jonestreet Mortgage, our business philosophy is simple. Having the discipline to return your phone calls, the character and integrity to do what we say we're going to do, the experience to get you the loan you need, [and to] close on time, is what my professional team is all about. At Jonestreet Mortgage, anyone who touches your loan file has over ten years experience in the mortgage and banking industry. Let our experience take the stress out of your next home purchase and leave the miracles for the things that really need it. For more information, Chuck Jones at Jonestreet Mortgage, 619-8786. That's 619-8786, or online at [jonestreetmortgage.com](http://jonestreetmortgage.com)

### *Sock-Hop & Inflatable Wonderland*

Inflatable Wonderland, Austin's only indoor playground just for kids. You may come by or visit our new location at Lakeline Mall, lower level, below the movie theater and food court. Inflatable Wonderland specializes in birthday parties in our safe, fun-filled inflatable playground. We have Spiderman moon walks, Disney Princess moonwalks, obstacle courses, slides, crawl mazes, and our most popular, Dragon Hide and Slide. Our dedicated, friendly staff loves children

and provides a safe atmosphere for you and your child. Inflatable Wonderland offers you and your child an interactive, physically challenging playtime. We welcome moms, clubs, day cares, churches, and other groups to play with us. Sock Hop's new location is located inside Lakeline mall. You may call 377-JUMP. That's 377-5867, for more information. Or on the web at [sockhop.com](http://sockhop.com)

#### *Post Net*

Whatever you need to create, duplicate or deliver, Post Net is your one-stop shop for black and white/color copies, printing services, resume services, Fed Ex, UPS, and USPS. Private mailboxes, office supplies, binding, laminating, and much more. You can stop by one of our two locations—Parmer Lane and 1431 in Cedar Park, and Parmer Lane and McNeil in Austin. Or you may call 381-5855. That's 381-5855. Post Net, your place to create, duplicate, and deliver.

#### *Christian Brothers Automotive*

You have a lot riding on your car's reliability. Christian Brothers takes pride in their honest and reliable service. Their ASE-certified master technicians will never work on your vehicle until you understand and approve the estimate. You can relax in their clean and comfortable waiting room or take advantage of their free local shuttle service. From simple light-bulb replacement to complex engine diagnosis and repairs, you can trust Christian Brothers Automotive. Two locations to serve you. The Cedar Park location at 918-2886. That's 218-2886. Or the Round Rock location at 248-1000. That's 248-1000. Or you may look them up on the web at [www.cba-cp](http://www.cba-cp.com) or [www.cba-rr.com](http://www.cba-rr.com). For more information, you may contact them and they will provide you with information to help maintain your vehicle and ensure your vehicle's reliability. Christian Brothers Automotive, caring for the family, caring for the family car.