

LMS File No 0000053159  
WTXI-LD (Fac. ID 168482), Miami, FL  
New York Spectrum Holding Company LLC  
FRN 0021-2349-43

**PURPOSE OF THIS AMENDMENT**

The purpose of this amendment is to submit a Settlement Agreement among the applicants in MX Group No. 71, as listed in the Commission's Public Notice, DA 18-1108, released October 30, 2018.

The settlement is between WTXI-LD, Miami, FL (LMS File No. 0000053159) and W17DG-D, Miami, FL (LMS File No. 0000053955), and provides for channel sharing by those two applicants.

Attached are:

1. Joint Petition for Approval of Settlement
2. Settlement Agreement providing for Channel Sharing
3. Declarations of both parties

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

In re Applications of	)	
	)	
KRCA LICENSE LLC	)	
	)	
For Displacement Channel 18	)	
W17DG-D, Miami, FL (FID 4332)	)	File No. 0000053955
	)	
and	)	
	)	
NEW YORK SPECTRUM	)	
HOLDING COMPANY, LLC	)	
	)	
For Displacement Channel 18	)	
WTXI-LD, Miami, FL (FID 168482)	)	File No. 0000053159
	)	

To: Office of the Secretary  
Attn: Video Division, Media Bureau

**JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT**

KRCA License LLC, Debtor-in-Possession (“KRCA License”), licensee of low-power television station W17DG-D, Miami, FL (FID 4332), and New York Spectrum Holding Company, LLC (“NYSHC”), licensee of low-power television station WTXI-LD, Miami, FL (FID 168482), by their respective counsel, pursuant to Section 73.3525 of the Commission’s Rules, hereby request that the FCC approve the Settlement Agreement attached as Exhibit 1.<sup>1</sup> The parties request that the Commission accept this solution and grant KRCA License’s displacement application for W17DG-D and NYSHC’s application to modify its license to

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<sup>1</sup> The above-captioned applications are assigned to MX Group No. MX71. *See* Public Notice, “Incentive Auction Task Force and Media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications Filed During the Special Displacement Window,” DA 18-1108 at A-8 (rel. Oct. 30, 2018) (“Settlement PN”).

channel share with W17DG-D.<sup>2</sup> In support of this request, KRCA License and NYSHC are submitting, as Exhibits 2 and 3 respectively, the declarations required by Section 73.3525 of the Commission's Rules.

Respectfully Submitted,

KRCA LICENSE LLC, DEBTOR-IN-  
POSSESSION

By: \_\_\_\_\_

NEW YORK SPECTRUM HOLDING  
COMPANY, LLC

By: \_\_\_\_\_

January 9, 2019

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<sup>2</sup> See Settlement PN at ¶8.

## **EXHIBIT 1**

### **SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered into this 9th day of January 2019 by and between KRCA License LLC, Debtor-in-Possession (“KRCA License”), licensee of low-power television station W17DG-D, Miami, FL (FID 4332), and New York Spectrum Holding Company, LLC (“NYSHC”), licensee of low-power television station WTXI-LD, Miami, FL (FID 168482), with reference to the following:

A. KRCA License filed an application during the Special Displacement Window proposing a displacement channel on Channel 18 for W17DG-D, which the FCC assigned the following file number: 0000053955 (the “W17DG Application”). NYSHC also filed an application during the Special Displacement Window proposing a displacement channel on Channel 18 for WTXI-LD, which the FCC assigned the following file number: 0000053159 (the “WTXI-LD Application”).

B. On October 30, 2018, the FCC announced by Public Notice that the W17DG Application and the WTXI-LD Application (collectively, the “Applications”) are mutually exclusive. The FCC assigned the Applications to MX Group No. MX71 and permitted KRCA License and NYSHC until January 10, 2019 to enter into a settlement agreement or otherwise resolve their mutual exclusivity by means of an engineering solution.

C. Within seven (7) business days of the FCC’s acceptance of this Agreement, KRCA License and NYSHC shall enter into a Channel Sharing, Facilities, and Interference Agreement in a form substantially similar to the version exchanged by the parties on January 9, 2019 (the “CSA”) pursuant to which NYSHC will file an application to modify its license for WTXI-LD to specify the technical parameters in the W17DG Application (the “WTXI-LD Sharing Application”).

D. The parties believe that a settlement upon the terms and conditions set forth in this Agreement will serve the public interest because it will enable grant of the W17DG Application without auction and will allow both stations to continue to serve their communities.

NOW THEREFORE, in consideration of the foregoing and the mutual obligations and covenants set forth herein, the parties, intending to be legally bound hereby, agree as follows:

1. KRCA License and NYSHC shall jointly submit a Joint Request for Approval of Settlement Agreement (the “Joint Request”) requesting that the FCC (i) grant the Joint Request; (ii) approve this Agreement; and (iii) grant the W17DG Application and the WTXI-LD Sharing Application. The Joint Request shall be accompanied by (y) a certification signed by a principal of KRCA License; and (z) a certification signed by a principal of NYSHC.

2. The parties shall in good faith pursue approval by the FCC of the Joint Request and this Agreement and shall cooperate fully with each other and with the FCC and take whatever additional action is reasonably necessary or appropriate to obtain FCC approval of, and to effectuate, this Agreement.

3. Each party hereto shall pay its own fees and expenses incurred by it and its respective agents, counsel and advisors in connection with the negotiation of this Agreement, the CSA, and any related documents, irrespective of whether the CSA is consummated.

4. Aside from the sharing of expenses as set forth in the CSA, neither party nor its principals has received any money or other consideration in connection with its entry into this Agreement, and therefore, this Agreement complies with Section 311(c) of the Communications Act of 1934, as amended, Section 73.3525 of the FCC rules, and any other applicable FCC rules and policies.

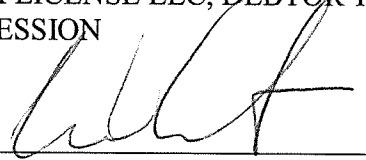
5. Neither this Agreement nor any right created hereunder shall be assignable by either party unless the other party consents in writing, which consent shall not be unreasonably withheld. If any provision of this Agreement is determined to be void, unenforceable, or contrary to law, the remainder of this Agreement shall continue in full force and effect, provided that such continuation would not materially diminish the benefit of this Agreement for any party. This Agreement sets forth the entire understanding of the parties hereto at the time of its execution and delivery with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be amended except by written amendment signed by all parties. Each of the undersigned represents and warrants that he/she has the requisite power and authority to bind his/her respective party to the terms and obligations hereof. This Agreement may be signed in counterparts and delivered by facsimile, with the same effect as if the signature on each counterpart were on the same instrument. This Agreement shall be governed by and construed according to the laws of the State of New York, without regard to its conflict-of-laws provisions. In the event of any controversy or claim arising out of or relating to this Agreement, the parties shall consult and negotiate in good faith with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the parties through consultations among their respective senior executives. If the issue remains unresolved for a period of sixty (60) days, then the parties may elect to submit the disputed matter to a mutually agreeable independent third party with substantial experience and expertise in the business and operation of television broadcast stations to serve as a non-binding mediator, with the costs of such third party mediator to be split equally between the parties. In addition to any other available remedies, if any party breaches its obligations under this Agreement, the other party shall have the right to seek injunctive relief and specific performance. The breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement as of the date first written above.

KRCA LICENSE LLC, DEBTOR-IN-POSSESSION

By: \_\_\_\_\_



NEW YORK SPECTRUM HOLDING COMPANY, LLC

By: \_\_\_\_\_



## **EXHIBIT 2**

### **DECLARATION OF**

I, Michael Do, hereby declare as follows:

1. I am the Chief Operating Officer of New York Spectrum Holding Company, LLC ("NYSHC"), an applicant for a displacement channel on Channel 18, Miami, Florida, to be associated with low-power television station WTXI-LD (File No. 0000053159, hereinafter the "WTXI-LD Application"). The WTXI-LD Application is mutually exclusive with an application filed by KRCA License LLC, Debtor-in-Possession ("KRCA License") for a displacement on Channel 18, Miami, Florida, to be associated with low-power television station W17DG-D (File No. 0000053955, hereinafter the "W17DG Application").

2. Pursuant to a Channel Sharing, Facilities, and Interference Agreement and a Settlement Agreement entered into by NYSHC and KRCA License on January 9, 2019 (the "Agreements"), NYSHC has agreed to file an application to modify the license of WTXI-LD to specify the technical parameters in the W17DG Application (the "WTXI-LD Sharing Application") and, upon grant of the WTXI-LD Sharing Application, to dismiss the WTXI-LD Application. The Agreements set forth the entire understanding of the parties with respect to the WTXI-LD Application and the W17DG Application.

3. The Agreements are in the public interest for two reasons. First, they conserve Commission resources by making an auction for this channel in the Miami, Florida market unnecessary. Second, they allow both stations to continue to serve their communities of license.

4. The WTXI-LD Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with KRCA License or any other person or entity.

5. Neither NYSHC nor its principals have received or have been promised to receive any money or other consideration in connection with the Agreements (except for the customary sharing of expenses to channel share).

I declare under penalty of perjury that the foregoing facts are true and correct.

Dated: January 9, 2019

  
\_\_\_\_\_

**EXHIBIT 3**  
**DECLARATION OF Winter Horton**

I, Winter Horton, hereby declare as follows:

1. I am COO of KRCA License LLC, Debtor-in-Possession ("KRCA License"), an applicant for a displacement channel on Channel 18, Miami, Florida, to be associated with low-power television W17DG-D (File No. 0000053955, hereinafter the "W17DG Application"). The W17DG Application is mutually exclusive with an application filed by New York Spectrum Holdings Company, LLC ("NYSHC") for a displacement on Channel 18, Miami, Florida, to be associated with low-power television station WTXI-LD (File No. 0000053159, hereinafter the "WTXI-LD Application").

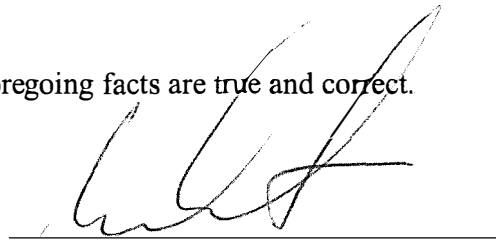
2. Pursuant to a Channel Sharing, Facilities, and Interference Agreement and a Settlement Agreement entered into by NYSHC and KRCA License on January \_\_, 2019 (the "Agreements"), NYSHC has agreed to file an application to modify the license of WTXI-LD to specify the technical parameters in the W17DG Application (the "WTXI-LD Sharing Application") and, upon grant of the WTXI-LD Sharing Application, to dismiss the WTXI-LD Application. The Agreements set forth the entire understanding of the parties with respect to the WTXI-LD Application and the W17DG Application.

3. The Agreements are in the public interest for two reasons. First, they conserve Commission resources by making an auction for this channel in the Miami, Florida market unnecessary. Second, they allow both stations to continue to serve their communities of license.

4. The W17DG Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with NYSHC or any other person or entity.

5. Neither KRCA License nor its principals have received or have been promised to receive any money or other consideration in connection with the Agreements (except for the customary sharing of expenses to channel share).

I declare under penalty of perjury that the foregoing facts are true and correct.



Dated: January 10, 2019