

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

In re Applications of)	
)	
CARIBEVISION HOLDINGS, INC.)	
)	
For Displacement Channel 20)	
WFUN-LD, Miami, Florida (FID 60542))	File No. 0000052533
)	
and)	
)	
KRCA LICENSE LLC)	
)	
For Displacement Channel 20)	
W24DE-D, Miami, Florida (FID 168061))	File No. 0000053956
))	
and)	
)	
PAGING SYSTEMS, INC.)	
)	
For Displacement Channel 20)	
WLMF-LD, Miami, Florida (FID 51285))	File No. 0000052578
)	

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

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

Caribevision Holdings, Inc. (“Caribevision”), licensee of low-power television station WFUN-LD, Miami, Florida (FID 60542), KRCA License, LLC (“KRCA”), licensee of low-power television station W24DE-D, Miami, Florida (FID 168061), and Paging Systems, Inc. (“Paging Systems”), licensee of low-power television station WLMF-LD, Miami, Florida (FID 51285), pursuant to Section 73.3525 of the Commission’s Rules, hereby request that the FCC

approve the Settlement Agreement attached as Exhibit 1.¹ The parties request that the Commission accept this solution and permit Caribevision and KRCA to dismiss their applications. In support of this request, Caribevision, KRCA, and Paging Systems are submitting, as Exhibits 2, 3, and 4 respectively, the declarations required by Section 73.3525 of the Commission's Rules.

¹ The above-captioned applications are assigned to MX Group No. 011. *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); Public Notice, "Auction of Construction Permits for Low Power Television and TV Translator Stations Scheduled for September 10, 2019". DA 19-477 Attach. A & para. 6 (rel. June 6, 2019) (explaining that applicants may continue to enter into and submit settlements until the July 22, 2019 short-form application deadline).

Respectfully Submitted,

CARIBEVISION HOLDINGS, INC.

By: 

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Counsel for Caribevision Holdings, Inc.

KRCA LICENSE LLC

By: _____

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ameltzer@wileyrein.com
Counsel for KRCA License LLC

PAGING SYSTEMS, INC.

By: _____

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Counsel for Paging Systems, Inc.

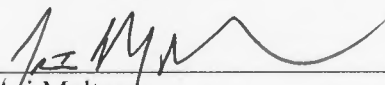
July 17, 2019

Respectfully Submitted,

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Counsel for Caribevision Holdings, Inc.

KRCA LICENSE LLC

By:  _____
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Counsel for Paging Systems, Inc.

July 17, 2019

Respectfully Submitted,

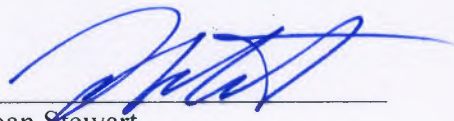
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Counsel for KRCA License LLC

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Counsel for Paging Systems, Inc.

July 17, 2019

EXHIBIT 1

SETTLEMENT AGREEMENT

MUTUAL EXCLUSIVITY SETTLEMENT AGREEMENT

This MUTUAL EXCLUSIVITY SETTLEMENT AGREEMENT (this “Agreement”), dated as of July 16, 2019, is entered into by and among Caribevision Holdings, Inc., a Delaware corporation (“Caribevision”), Paging Systems, Inc., a California corporation (“Paging Systems”) and KRCA License LLC, a California limited liability company (“KCRA”).

Recitals

- A. Caribevision holds the FCC broadcast license for WFUN-LD, Miami, Florida (Facility ID 60542).
- B. Paging Systems holds the FCC broadcast license for WLMF-LD, Miami, Florida (Facility ID 51285).
- C. KCRA holds the FCC broadcast license for W24DE-D, Miami, Florida (Facility ID 168061).
- D. During the Federal Communication Commission (“FCC”) Special Displacement Window, each of Caribevision, Paging Systems, and KCRA submitted displacement applications for and in connection with their respective interest in obtaining television broadcast channel 20 in Miami, Florida, which the FCC has designated as part of MX Group MX011 (“Channel 20”).
- E. Paging Systems and KCRA have agreed to assign to ATV Holdings, Inc., a Florida corporation, their broadcast licenses for WLMF-LD and W24DE-D on mutually agreeable terms memorialized in those two certain Asset Purchase Agreements, each dated of even date herewith (each a “Purchase Agreement”), with one such Purchase Agreement being between ATV Holdings, Inc. and Paging Systems and the second such Purchase Agreement being between ATV Holdings, Inc. and KCRA. Upon the filing of the applications with the FCC to assign the broadcast licenses for each of WLMF-LD and W24DE-D to ATV Holdings, Inc. (the “Assignment Applications”), each of Caribevision and KCRA have agreed to dismiss their respective pending displacement applications for Channel 20, leaving Paging Systems as the sole applicant for a displacement application for Channel 20 in Miami.

Agreement

NOW, THEREFORE, pursuant to the terms and conditions of this Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **FCC Filings.** Subject to 47 CFR 73.3525 with the intent of settling the mutual exclusivity between the displacement applications, the parties agree as follows:

- a. Submission of Settlement Application. Within one (1) business day following the submission of the Assignment Applications pursuant to the Purchase Agreements, Caribevision and KRCA agree to and will amend their respective pending displacement applications with the FCC to submit a joint request for approval of this settlement Agreement (the “Joint Request”) requesting that the FCC (i) grant the Joint Request; (ii) approve this Agreement; (iii) dismiss the displacement applications of Caribevision and KRCA for WFUN-LD and W24DE-D, thereby leaving no applications mutually exclusive with the displacement application filed by Paging Systems for WLMF-LD; and (iv) remove MX011 from Auction 104. The Joint Request shall be accompanied by (x) a certification signed by a principal of Caribevision; (y) a certification signed by a principal of Paging System; and (z) a certification signed by a principal of KRCA, which certifications shall provide that neither the dismissing applicants nor their principals have received any money or other consideration in excess of their legitimate and produce expenses.
 - b. Good Faith Efforts. The parties shall in good faith pursue approval by the FCC of the Joint Request and this Agreement, the Assignment Applications 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.
2. No Consideration. Except as expressly set forth in this Agreement and in the Purchase Agreements, neither party nor its principals has received any money or other consideration in connection with its entry into this Agreement. 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.
3. Assignment. No party hereto may assign this Agreement to any unaffiliated third party without the prior written consent of the other parties hereto. Notwithstanding the foregoing, this Agreement shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
4. Governing Law; Dispute Resolution. Each of the parties hereto agrees (a) this Agreement, the respective rights and obligations of the parties hereto and thereto, and any claims or disputes relating hereto or thereto, shall be governed by and construed under and in accordance with the laws of the State of Florida without respect to conflict of law principles and (b) to the exclusive jurisdiction of the federal or state courts located in the State of Florida to resolve any dispute. Each party acknowledges and agrees that it would be impossible to measure in money the damages that would be caused in the event of a breach of this Agreement, and that, in the event of any such breach, there will not be an adequate remedy at law. In addition to all other such rights, powers, privileges, and remedies that the non-breaching party hereto may have, the non-breaching party shall be entitled to injunctive relief, specific performance, and such other equitable relief as either may request, in each case without the requirement of posting a bond or other security, to enforce any of the provisions of this Agreement and to enjoin or otherwise restrain any

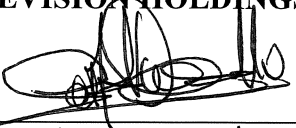
act prohibited hereby, and the breaching party shall not (and shall cause its affiliates, subsidiaries, equity holders, owners, directors, advisors, officers, representatives, employees, agents and others acting with its assent or on its behalf, not to) assert any defense that there is an adequate remedy available at law. Furthermore, each of the parties hereto agrees to irrevocably waive and disclaim, to the maximum extent enforceable under controlling law, any right to recover special, punitive, compensatory, benefit of the bargain, expectancy, exemplary, incidental, direct, indirect, consequential, "lost profits," "anticipated savings," lost value, or similar or other damages, including, without limitation, multiples of damages or business impact damages, whether or not contemplated, foreseeable, or noticed, that would be caused in the event of a breach of the provisions of this Agreement. EACH OF THE PARTIES HERETO HEREBY WAIVES (ON BEHALF OF ITSELF AND ITS AFFILIATES), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY. Each party has read the Agreement and fully understands it, and agrees that all doubt and ambiguities in connection with this Agreement shall be construed as if the parties jointly drafted this Agreement.

5. Integration; Amendments. This Agreement represents the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior and contemporaneous oral and/or written agreements, representations and understandings concerning the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by each of the parties (an email or emails being insufficient to change this Agreement). 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.
6. Approvals and Authority. The parties represent that they have the power and authority necessary to execute and perform their respective obligations under this Agreement.
7. Brokers. Each party represents to the other that it has not engaged, or incurred any unpaid liability (for any brokerage fees, finder's fees, commissions other otherwise) to, any broker, finder or agent in connection with this Agreement. Each party agrees to indemnify the other against any and all claims asserted against the other party for any fees or commissions by any person purporting to act or to have acted for or on behalf of the indemnifying party.

SIGNATURE PAGE TO MUTUAL EXCLUSIVITY SETTLEMENT AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Mutual Exclusivity Settlement Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CARIBEVISION HOLDINGS, INC.

By: 
Name: CARLOS VASALLO
Title: PRESIDENT

PAGING SYSTEMS, INC.

By: _____
Name: _____
Title: _____

KRCA LICENSE LLC

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO MUTUAL EXCLUSIVITY SETTLEMENT AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Mutual Exclusivity Settlement Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CARIBEVISION HOLDINGS, INC.

By: _____
Name: _____
Title: _____

PAGING SYSTEMS, INC.

By: S. Cooper
Name: S. COOPER
Title: PRES.

KRCA LICENSE LLC

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO MUTUAL EXCLUSIVITY SETTLEMENT AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Mutual Exclusivity Settlement Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

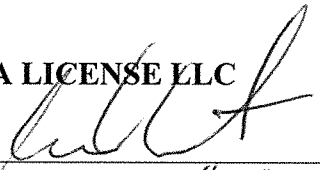
CARIBEVISION HOLDINGS, INC.

By: _____
Name: _____
Title: _____

PAGING SYSTEMS, INC.

By: _____
Name: _____
Title: _____

KRCA LICENSE LLC

By:  _____
Name: Winter Horton
Title: COO

Schedule 1

WLMF-LD Purchase Price

The WLMF-LD Purchase Price shall be Two Hundred Thousand Five Hundred dollars (\$250,000) pursuant to the Purchase Agreement between ATV Holdings, Inc. and Paging Systems.

Schedule 2

W24DE-D Purchase Price

The W24DE-D Purchase Price shall be Two Hundred Thousand Five Hundred dollars (\$250,000) pursuant to the Purchase Agreement between ATV Holdings, Inc. and KRCA.

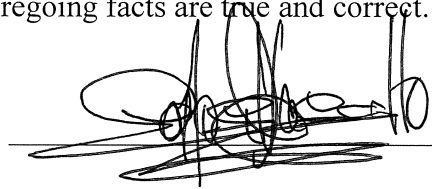
EXHIBIT 2

Declaration of Carlos Vasallo

I, Carlos Vasallo, hereby declare as follows:

1. I am the CEO and a Director of Caribevision Holdings, Inc. (“Caribevision”), an applicant for displacement channel 20, Miami, Florida, to be associated with low power television station WFUN-LD, Miami Florida (File No. 0000052533, the “WFUN Application”). The WFUN Application is mutually exclusive with applications filed by Paging Systems, Inc. (“Paging Systems”) for WLMF-LD, Miami, Florida (File No. 0000052578) and KRCA License LLC (“KRCA”) for W24DE-D, Miami, Florida (File No. 0000053956).
2. Pursuant to a Settlement Agreement entered into by Paging Systems, Caribevision, and KRCA on July 16, 2019 (the “Agreement”), the parties have agreed to resolve the above-referenced mutual exclusivities.
3. The Agreement is in the public interest. It conserves Commission resources by making an auction for this channel unnecessary. It also allows a station in Miami, Florida to continue serving its community of license.
4. The WFUN Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with Paging Systems, KRCA, or any other person or entity.
5. Neither Caribevision nor its principals have received or been promised any money or other consideration in connection with the Agreement except as expressly set forth in the Agreement.

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

A handwritten signature in black ink, appearing to read 'Carlos Vasallo', is written over a horizontal line.

Dated: July 16, 2019

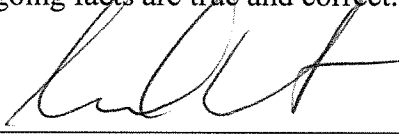
EXHIBIT 3

Declaration of Winter Horton

I, Winter Horton, hereby declare as follows:

1. I am the COO of KRCA License LLC ("KRCA Licensee"), an applicant for displacement channel 20, Miami, Florida, to be associated with low power television station W24DE-D, Miami Florida (File No. 0000053956, the "W24DE Application"). The W24DE Application is mutually exclusive with applications filed by Caribevision Holdings, Inc. ("Caribevision") for WFUN-LD, Miami, Florida (File No. 0000052533) and Paging Systems, Inc. ("Paging Systems") for WLMF-LD, Miami, Florida (File No. 0000052578).
2. Pursuant to a Settlement Agreement entered into by Paging Systems, Caribevision, and KRCA on July 16, 2019 (the "Agreement"), the parties have agreed to resolve the above-referenced mutual exclusivities.
3. The Agreement is in the public interest. It conserves Commission resources by making an auction for this channel unnecessary. It also allows a station in Miami, Florida to continue serving its community of license.
4. The W24DE Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with Caribevision, KRCA, or any other person or entity.
5. Neither KRCE Licensee nor its principals have received or been promised any money or other consideration in connection with the Agreement except as expressly set forth in the Agreement.

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



Dated: July 16, 2019

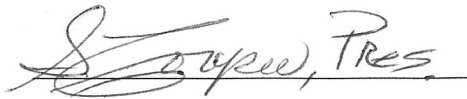
EXHIBIT 4

Declaration of S. Cooper

I, S. Cooper, hereby declare as follows:

1. I am the President of Paging Systems, Inc. ("Paging Systems"), an applicant for displacement channel 20, Miami, Florida, to be associated with low power television station WLMF-LD, Miami Florida (File No. 0000052578, the "WLMF Application"). The WLMF Application is mutually exclusive with applications filed by Caribevision Holdings, Inc. ("Caribevision") for WFUN-LD, Miami, Florida (File No. 0000052533) and KRCA License LLC ("KRCA") for W24DE-D, Miami, Florida (File No. 0000053956).
2. Pursuant to a Settlement Agreement entered into by Paging Systems, Caribevision, and KRCA on July 16, 2019 (the "Agreement"), the parties have agreed to resolve the above-referenced mutual exclusivities.
3. The Agreement is in the public interest. It conserves Commission resources by making an auction for this channel unnecessary. It also allows a station in Miami, Florida to continue serving its community of license.
4. The WLMF Application was not filed for the purpose of reaching or carrying out the Agreement or any other such agreement with Caribevision, KRCA, or any other person or entity.
5. Neither Paging Systems nor its principals have received or been promised any money or other consideration in connection with the Agreement except as expressly set forth in the Agreement.

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

A handwritten signature in cursive script, appearing to read "S. Cooper, Pres.", written over a horizontal line.

Dated: July 16, 2019