

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

In the Matter of Applications of)	Auction 111, MX Group 18
)	
Telecinco, Inc.)	BNPDVL-20090825BPX; Facility No. 182386
)	BNPDVL-20090825BQD; Facility No. 182384
)	
Spanish Broadcasting System)	BNPDVL-20090825BRB; Facility No. 181522
Holding Company, Inc. (PR))	BNPDVL-20090825BRF; Facility No. 181527

TO: Office of Secretary
ATTN: Chief, Video Division, Media Bureau

**JOINT PETITION FOR
APPROVAL OF SETTLEMENT AGREEMENT**

Telecinco, Inc. (“Telecinco”) and Spanish Broadcasting System Holding Company, Inc. (PR) (“SBS”) (each a “Party” and collectively the “Parties”), respectfully file this Joint Petition for Approval of Settlement Agreement.

1. The Parties were listed by the Media Bureau as applicants in Auction 111, MX Group 18, as set forth in a Public Notice, DA 21-1176, released September 21, 2021. Dismissal of SBS’s applications referenced above will allow the grant of Telecinco’s applications referenced above.

2. The Parties have executed a Settlement Agreement (the “Agreement”), attached hereto as Exhibit A, that seeks dismissal of SBS’s applications, which eliminates all mutually-exclusivity between the Parties, and which allows for grant of Telecinco’s above-captioned applications following the dismissal of the above-captioned applications of SBS. Such a settlement will conserve the Commission’s resources by resolving the conflicting proposals without the need for further adjudication on the part of the Commission. This will also redound to the benefit of the public by expediting new low power television services to the above-referenced communities in Puerto Rico.

3. The Agreement provides that SBS, subject to FCC approval, will be compensated by a payment in the amount of \$15,000.00, contingent upon final approval of the Settlement by the Commission, and issuance of the construction permit authorizations to Telecinco in connection with the above-referenced applications. In accordance with Section 73.3525 of the Commission's Rules, the attached Declarations of principals of the Parties (see Exhibit B and Exhibit C) demonstrate that (i) the Agreement sets forth the exact nature and amount of the consideration promised to SBS; (ii) the amount of consideration does not exceed SBS's legitimate and prudent expenses in the preparation, filing and prosecuting of its applications, and (iii) the Parties believe the Settlement Agreement will serve the public interest because it will allow the dismissal of SBS's applications and the issuance of the construction permits to Telecinco, thereby conserving the Commission's resources and expediting the introduction of new low power television services to Puerto Rico.

[Signature Page Follows]

WHEREFORE, THE PREMISES CONSIDERED, it is respectfully requested that (a) the Agreement be approved, (b) Telecinco's Applications be granted; (c) the construction permits for new low power television stations at Ponce and Mayaguez be issued to Telecinco, and (d) SBS's applications be dismissed with prejudice as proposed in the Agreement.

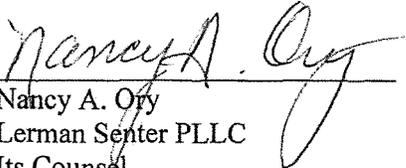
Respectfully submitted,

TELECINCO, INC.

By: 

Lee Petro, Esquire
Pillsbury Winthrop Shaw Pittman LLP
Its Counsel

**SPANISH BROADCASTING SYSTEM
HOLDING COMPANY, INC. (PR)**

By: 

Nancy A. Ory
Lerman Senter PLLC
Its Counsel

Dated: November 9, 2021

CERTIFICATE OF SERVICE

I, Lee G. Petro, hereby certify that on this date I caused the foregoing “Joint Petition for Approval of Settlement Agreement” to be served by email correspondence on the following:

Shaun Maher*
Video Division, Media Bureau
Federal Communications Commission
45 L Street, NE
Washington, D.C. 20054

Nancy A. Ory
Lerman Senter PLLC
2001 L Street NW, Suite 400
Washington, DC 20036



Lee G. Petro

Dated: November 9, 2021

EXHIBIT A
SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement (the “*Agreement*”) is made as of the 8th day of November, 2021 (“Effective Date”), by and between Telecinco, Inc. (“Telecinco”), and Spanish Broadcasting System Holding Company, Inc. (PR) (“SBS”) (both of whom are referred to herein as an “*Applicant*” or a “*Party*,” or collectively as the “*Parties*”).

Recitals

A. Telecinco is an applicant for a new low power television broadcast station to serve Mayaguez, Puerto Rico in Auction 111, MX Group 18 (File No. BNPDL-20090825BPX; Facility No. 182386), and is an applicant for a new low power television broadcast station to serve Ponce, Puerto Rico in Auction 111, MX Group 18 (File No. BNPDL-20090825BQD; Facility No. 182384) (the “*Telecinco Applications*”); and

B. SBS is an applicant for a new low power television broadcast station to serve Mayaguez, Puerto Rico in Auction 111, MX Group 18 (File No. BNPDL-20090825BRB; Facility No. 181522), and is an applicant for a new low power television broadcast station to serve Ponce, Puerto Rico in Auction 111, MX Group 18 (File No. BNPDL-20090825BRF; Facility No. 181527) (the “*SBS Applications*”); and

C. The Parties have agreed that SBS will dismiss the SBS Applications (the “*Dismissing Applications*”); and

D. The dismissal of the SBS Applications will eliminate the mutual-exclusivity among the Parties, and will result the acceptance for filing of the Telecinco Applications without having to participate in Auction 111, and

E. An agreement upon the terms set forth herein will serve the public interest by eliminating the amount of FCC resources to be devoted to the processing of the SBS Applications and by otherwise expediting the initiation of new low power television services by Telecinco in Puerto Rico; and

NOW, THEREFORE, with the intention of being legally bound hereby and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which consideration are hereby acknowledged, the Parties agree as follows:

1. ***Dismissal of Application.*** The Parties agree to submit the necessary documentation requesting the dismissal of the SBS Applications in a Joint Petition for Approval of Settlement Agreement (the “*Joint Petition*”) as set forth in Section 2 herein.

2. ***Compensation.*** The Parties agree that, upon a Final Order granting the Joint Petition and upon the issuance of construction permit authorizations for the Telecinco Applications, Telecinco will reimburse SBS the amount of Fifteen Thousand Dollars (\$15,000) for its expenses associated with the preparation and prosecution of the SBS Applications.

3. ***Deliveries by Telecinco.*** Telecinco shall prepare the Joint Petition in a form and in substance that is reasonably acceptable to SBS.

4. ***Deliveries by Telecinco and SBS.*** No later than 5:00 p.m. (ET) on November 8, 2021, Telecinco and SBS shall furnish to counsel for Telecinco executed counterparts of the Joint Petition and supporting Declaration covering the matters called for by Section 73.3525 of the FCC's rules.

5. ***Filing with FCC.*** The Parties shall file the Joint Petition and supporting materials with the FCC by 5:00 p.m. (ET) on November 9, 2021.

6. ***Reasonable Prosecution.*** Each of the Parties hereby covenants to prosecute the Joint Petition and this Agreement before the FCC diligently, and to coordinate such prosecution with each other.

7. ***Final Order.*** A "*Final Order*" for purposes of this Agreement means an Order of the FCC (or any of its officials acting pursuant to delegated authority) as to which (a) the time for filing a petition for reconsideration, application for review or a court appeal, and the time within which the FCC may review said Order on its own motion, have all expired; (b) no such petition for reconsideration, application for review or court appeal has been timely filed, and (c) the FCC has not announced a decision to review said Order on its own motion; or (d) in the event that any such petition, application or appeal has been filed or such decision announced, such petition, application, appeal or Commission review shall have been disposed of, and the time for seeking further administrative or judicial review of the Order shall have expired without any request for such further review having been filed.

8. ***Ancillary and Supporting Materials; Cooperation.*** Simultaneously with or promptly following the submission of the Joint Petition, the Parties will prepare and file with the Commission, for association with the Joint Petition, such statements and other supporting materials as may be necessary or appropriate, requesting that the FCC approve this Agreement (the "*Ancillary Materials*"), and take such further action as is contemplated hereby. The Parties will use commercially reasonable efforts and cooperate to the extent necessary to prepare and file whatever documents may reasonably be required to seek and obtain final a Final Order approving this Agreement.

9. ***Confidentiality.*** The Parties agree to maintain the confidentiality of the negotiations leading to this Agreement and, unless and until the Joint Petition are filed with the Commission for approval hereof, the terms hereof.

10. ***Interpretation.*** This Agreement shall be governed by and construed under the laws of the Commonwealth of Puerto Rico, the Communications Act of 1934, as amended, and the FCC's Rules and Regulations.

11. ***Representations.*** The parties represent that it has determined that the Telecinco Applications shall be acceptable for filing following dismissal of the SBS Applications. Each Party represents to the other Party that (a) it is not under any restrictions, contractual or otherwise, that may be inconsistent with this Agreement or that would prevent or preclude such Party from entering into this Agreement or from performing such Party's obligations hereunder; and (b) this

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Agreement is a legally binding obligation of such Party and is enforceable against such Party in accordance with its terms. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, heirs and assigns.

12. **Notices.** Any notices or other communications required hereunder shall be in writing, including by facsimile, and any payment, notice or other communications shall be delivered personally, or mailed by certified mail, postage prepaid, with return receipt requested, or delivered to FedEx (Federal Express), or any other nationally recognized overnight delivery service for next morning delivery or when dispatched by facsimile transmission (with the facsimile transmission confirmation being deemed conclusive evidence of such dispatch), or by electronic mail with such notice attached in Portable Document Format (PDF) and sent with requests for delivery and read receipts, the return of such receipts being deemed conclusive evidence of such dispatch, in each case addressed to the following persons:

If to Telecinco:

Andrés Ramírez de Arellano
President & CEO
Telecinco, Inc.
P.O. Box 43
Mayaguez, Puerto Rico 00681

With copy to:

Lee G. Petro, Esquire
Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street NW
Washington, DC 20036

If to SBS:

Richard D. Lara
General Counsel
Spanish Broadcasting System, Inc.
7007 NW 77th Avenue
Miami, FL 33166

With copy to:

Nancy A. Ory
Lerman Senter PLLC
2001 L Street NW, Suite 400
Washington, DC 20036

13. **Complete Agreement.** This Agreement constitutes the entire understanding between the Parties respecting the Applications, and supersedes any prior or contemporaneous written or oral agreements or understandings between them, all of which are merged herein. No modification, amendment or waiver of any provision of this Agreement, in whole or in part, will be valid unless in writing signed by the Party to be charged.

14. **Counterpart Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the Parties hereto, notwithstanding that the Parties are not signatory to the same counterpart.

15. **Severability.** In the event that any part or provision of this Agreement is found to be invalid, such invalidity shall not affect the enforceability of any other part or provision of this Agreement, unless the invalidity would cause a material change in the rights or obligations of any Party, in which case the Party or Parties affected may seek to amend the Agreement or may withdraw from the Agreement.

16. **Time of the Essence.** Time is of the essence of this Agreement and of each and every provision hereof.

17. **Voluntary Undertaking.** Each of the Parties hereto respectively acknowledges that it is liable for the obligations as set forth in this Agreement. Each party further respectively states that this Agreement has been voluntarily signed in good faith, is a fair and equitable settlement of all controversies and matters that each Party may have with the other Party. Each Party further respectively acknowledges that it has had the opportunity to consult with counsel, and/or has been represented by counsel in connection with the negotiations of the transactions contemplated by this Agreement and the execution of this document.

18. **Breach.** Notwithstanding the above provisions of this Agreement, nothing herein shall be construed to act to release the Parties hereto or their respective principals from any claims, demands, damages, arbitration awards, causes of action or suits of any kind or nature whatsoever, which may arise out of a breach of any of the terms, conditions and provisions of this Agreement, or any agreements incorporated by reference or otherwise herein. Moreover, each of the Parties affirm the unique nature of broadcast spectrum rights and therefore hereby acknowledges that in the event of a breach of this Agreement by one party, the other parties shall have no adequate remedy at law and shall be entitled to equitable relief in the form of specific performance by the non-breaching parties. In the event of any material breach hereof, a non-breaching Parties shall provide the Party deemed in breach with a formal notice of breach and afford such Party a period of five business days within which to cure such breach. If such breach remains materially uncured after the expiration of the cure period, the Parties aggrieved by such breach may terminate this Agreement, and/or pursue enforcement hereof. Any disputes concerning this Agreement and any matters dealt with herein, or over the enforcement hereof, shall be resolved, at the option of any Party, through binding arbitration, and if no Party elects arbitration, or if it becomes necessary to enforce an award of the arbitrator, then any such disputes shall be resolved through litigation filed in the United States District Court for the District of Puerto Rico, and each of the Parties hereby consents to jurisdiction and venue in such court.

19. **No Waiver.** A failure of any Party to complain of any act or omission on the part of any other Party in breach of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights hereunder. No waiver by any Party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, or a consent to any subsequent breach of the same or other provisions.

20. **Compromise; No Admission.** The Parties acknowledge and agree that this Agreement is the result of a compromise and shall never, at any time or for any purpose, be considered an admission of liability or responsibility on the part of any Party. Each Party further respectively acknowledges and agrees that nothing contained herein may be or is to be construed as an admission by any Party hereto, or any of its affiliates, that it or they have engaged in any wrongdoing or any unlawful or improper conduct

21. **Expenses.** The Parties acknowledge and agree that each of them shall bear the costs, expenses and attorneys' fees arising out of or connected with this Agreement, including the negotiation, drafting and execution of this Agreement and all matters arising out of or connected therewith; except that in the event of a breach hereof, resulting in any arbitration proceeding or court action by the non-breaching Party to enforce this Agreement, the prevailing Party shall be entitled to recover its or their reasonable attorney's fees and costs (including expert witness fees), as well as arbitration fees, against the Party found to be in breach, in addition to all other relief in law or equity to which the non-breaching Party may be entitled, from the date of the first breach hereof on which such action may be based.

22. **Construction.** The Parties acknowledge and agree that this Agreement is the product of negotiation and preparation by, between and among the Parties. Accordingly, the Parties acknowledge and agree that this Agreement shall not be deemed to have been prepared or drafted by one Party or another, and shall not be construed against any Party on the basis that such Party was the drafter hereof.

23. **Good Standing.** Each Party hereby represents that it is duly organized, validly existing and in good standing under the laws of its state of organization and, as applicable, the state or commonwealth of its incorporation or organization, and has full power and authority to carry on the business now being conducted by it.

24. **Authorization.** Each Party hereto hereby represents that it has full power and authority to enter into this Agreement; and the execution, delivery and consummation of this Agreement have been duly authorized by all necessary action on its part. This Agreement constitutes a valid and binding obligation of each of the Parties.

25. **Competency.** Each of the signatories hereto represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign; and each agrees to indemnify and hold the other Party harmless against all claims, suits, actions and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, in which it may be asserted that he or she was not competent or authorized to execute this Agreement or to receive the consideration provided for herein.

26. **Explication.** Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular and to the singular include the plural, references to any gender include any other gender, the part includes the whole, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Article, section, subsection, clause, exhibit and schedule references are to this

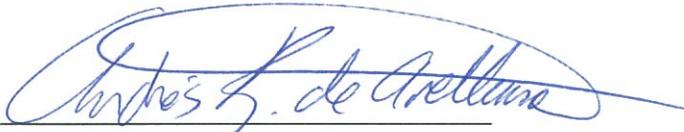
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Agreement, unless otherwise specified. Any reference in or to this Agreement or any of the Ancillary Materials includes any and all permitted alterations, amendments, changes, extensions, modifications, renewals or supplements thereto or thereof, as applicable.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first indicated above.

TELECINCO, INC.

By: 

Andrés Ramírez de Arellano
President & CEO

**SPANISH BROADCASTING SYSTEM
HOLDING COMPANY, INC. (PR)**

By: _____
Richard D. Lara
General Counsel

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first indicated above.

TELECINCO, INC.

By: _____
Andrés Ramírez de Arellano
President & CEO

**SPANISH BROADCASTING SYSTEM
HOLDING COMPANY, INC. (PR)**

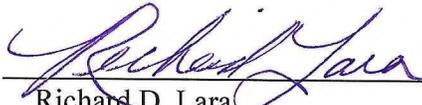
By:  _____
Richard D. Lara
General Counsel

EXHIBIT B

DECLARATION OF TELECINCO, INC.

DECLARATION

I, Andrés Ramírez de Arellano, under penalty of perjury and pursuant to Section 1.16 of the Commission's Rules, 47 C.F.R. § 1.16, do hereby declare that:

1. I am President and Chief Executive officer of Telecinco, Inc. ("Applicant"), an applicant for a construction permit for a new low power television broadcast station to serve Mayaguez, Puerto Rico (File No. BNPDVL-20090825BPX; Facility No. 182386), and an applicant for a new low power television broadcast station to serve Ponce, Puerto Rico in (File No. BNPDVL-20090825BQD; Facility No. 182384) (the "Applications"), both which have been deemed to be mutually exclusive to applications filed by Spanish Broadcasting System Holding Company, Inc. (PR), for new low power television broadcast stations (BNPDVL-20090825BRB; Facility No. 181522, and BNPDVL-20090825BRF; Facility No. 181527) in Auction 111, MX Group 18.
2. The Settlement Agreement to which this Declaration is attached would serve the public interest by conserving Commission resources in evaluating the mutually exclusive applications and by speeding the initiation of new low power television services to Puerto Rico.
3. The Applications were not filed for the purpose of reaching or carrying out the Settlement Agreement or any agreement with any other applicant regarding the dismissal or withdrawal of the Application.
4. The Settlement Agreement is the only agreement, written or oral, being entered into by Applicant in connection with this matter.
5. Neither Applicant nor its principals have received nor been promised any money or other consideration except as provided in the Settlement Agreement.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 8th day of November, 2021.

TELECINCO, INC.



Andrés Ramírez de Arellano
President & CEO

EXHIBIT C

DECLARATION OF

SPANISH BROADCASTING SYSTEM HOLDING COMPANY, INC. (PR)

DECLARATION

I, Richard D. Lara, under penalty of perjury and pursuant to Section 1.16 of the Commission's Rules, 47 C.F.R. § 1.16, do hereby declare that:

1. I am General Counsel of Spanish Broadcasting System Holding Company, Inc. (PR) ("Applicant"), an applicant for a new low power television broadcast station to serve Mayaguez, Puerto Rico (File No. BNPDL-20090825BRB; Facility No. 181522), and is an applicant for a new low power television broadcast station to serve Ponce, Puerto Rico (File No. BNPDL-20090825BRF; Facility No. 181527), (the "Applications"), both which have been deemed to be mutually exclusive to applications filed by Telecinco, Inc., for new low power television broadcast stations (BNPDVL-20090825BPX; Facility No. 182386, and BNPDL-20090825BQD; Facility No. 182384) in Auction 111, MX Group 18.
2. The Settlement Agreement to which this Declaration is attached would serve the public interest by conserving Commission resources in evaluating the mutually exclusive applications and by speeding the initiation of new low power television services to Puerto Rico.
3. The Applications were not filed for the purpose of reaching or carrying out the Settlement Agreement or any agreement with any other applicant regarding the dismissal or withdrawal of the Application.
4. The Settlement Agreement is the only agreement, written or oral, being entered into by Applicant in connection with this matter.
5. Neither Applicant nor its principals have received nor been promised any money or other consideration except as provided in the Settlement Agreement.
6. The Settlement Agreement sets forth the exact nature and amount of the legitimate and prudent expenses incurred in conjunction with the Application. Applicant's expenses associated with the preparation, filing, and prosecution of the Applications, including legal and engineering costs, are in excess of \$15,000.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 8th day of November 2021.


Richard D. Lara