

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

In re Application of)	MX Group No. 80
)	
UNIMAS FRESNO LLC)	LMS No. 0000054900
KTFF-LD)	
Fresno, California Facility ID No. 23272)	
)	
)	
For Construction Permits for Displacement)	
Low-Power Television Stations on Channel 31)	
at Fresno, California)	

TO: The Chief
 Mass Media Bureau

REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

UniMás Fresno, LLC (“UniMás”) currently operates low-power television station KTFF-LD (Facility ID No. 23272) (“Station”) on Channel 41 and has a pending displacement application (File No. 0000054900) filed on June 1, 2018. The application seeks authorization for KTFF-LD to operate on Channel 31. In connection with that application, UniMás, acting pursuant to Section 73.3525 of the Commission’s Rules, respectfully request that the Commission grant this Request for Approval of Settlement Agreement (“Request”), approve the engineering-based settlement as proposed herein and in an agreement with Ventura TV Video and Appliance Center (“Ventura”), dated August 2018, and attached as Exhibit 1 hereto (the “Agreement”), and grant the above-referenced application, as amended, through the issuance of construction permit, on Channel 31 for the Station arising from the filing of this Request. In support of this request, the following is shown:

1. UniMás and Ventura were applicants in the special displacement application filing window for low-power, TV translator and analog-to-digital replacement translator stations.¹ See UniMás displacement application for the Station (File No. 0000054900) filed on June 1, 2018(); Ventura displacement application for KVHF-LD (Facility ID No. 23269) (File No. 0000054276) filed on May 18, 2018.

2. The Commission subsequently determined that the two applications were mutually exclusive with each other. See *Incentive Auction Task Force and Media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications Filed During the Special Displacement Window*, Public Notice, DA 18-1108 (rel. Oct. 30, 2018). As a result, the applications have been placed in MX Group 80. This Request and the Agreement propose mutually acceptable agreement that Ventura seek an alternate channel. Ventura applied for and received Special Temporary Authority (STA) for alternate channel (Channel 5) for KVHF-LD (File No. 0000059735), granted Oct. 31, 2018. The Ventura STA application was granted expedited review due to the fact that T-Mobile had mailed the required 120 day Notification to Ventura on May 18, 2018, announcing it intended to commence operations in the band. Pursuant to the Agreement, Ventura is in the process of filing a Construction Permit to permanently operate on Channel 5.

3. UniMás agreed to reimburse Ventura only for the documented costs incurred in connection with the amendment of Ventura's displacement application in an amount not to exceed \$2,500.00. In turn, UniMás is amending its above-captioned application for the Station, to submit a copy of this Agreement. These amendments, by UniMás and Ventura, will facilitate

¹ See also *Incentive Auction Task Force and Media Bureau Announce Post Incentive-Auction special Displacement Window April 10, 2018, Through May 15, 2018, and Make Location and Channel Data Available*, Public Notice, 32 FCC Red 1234 (IATF and MB 2018).

grant of UniMás's application for the Station on Channel 31, which will no longer be mutually exclusive with any other application. This will result in the removal of the mutual exclusivity of the two Channel 31 applications in MX Group No. 80 and permit the grant of Station application, as amended. This result is consistent with the policy announced by the Commission for the settlement of mutually exclusive applications during this window. *Supra*.

4. Attached hereto as Exhibit 1 is a copy of the Agreement. The Station is submitting the required application amendments electronically in the LMS filing system. These amendments incorporate the instant Request and Agreement, and, where applicable, refer to the engineering modifications that have been set forth by each of the applicants. The public interest is well served by the Commission's approval of this Request. By the understanding that the parties have reached an agreement, the parties have provided for a result that will allow for the both applicants to construct their two stations. Grant of this request will allow the Station to offer additional broadcast services while maximizing the use of the available and limited broadcast spectrum.

5. The Agreement and the Request are expressly contingent upon the Commission issuing an order granting this Request, approving the Agreement, and granting the Station application, as amended. Accordingly, the Station requests that the Commission adopt an order taking such actions and promptly issuing public notices thereof.

6. As recognized by the Commission, in opening up the settlement period for these mutually exclusive applications, the preferable vehicle for the resolution of mutually exclusive minor modifications is the negotiation and settlement process, including engineering amendments, not the route of competitive bidding. The parties have chosen to act accordingly and eliminate the need for competitive bidding. Grant of the instant Request will serve the

public interest by conserving Commission resources in connection with competitive bidding and allow UniMás to continue to provide broadcast television service to the Fresno DMA, following its recent completion of the post-Incentive auction repacking process.

WHEREFORE, the above premises being considered, the above-captioned party respectfully requests that the Commission grant this Request, approve the Agreement, and grant the application of UniMás for the Station's displacement construction permit..

Respectfully submitted,

UNIMAS FRESNO, LLC

By:  _____
Ann West Bobeck
COVINGTON & BURLING LLP
One CityCenter
850 10th Street NW
Washington, DC 20001
202-662-5719]
abobek@cov.com

Dated: December 20, 2018

Exhibit 1

AGREEMENT TO RESOLVE MUTUALLY EXCLUSIVE APPLICATIONS

This Agreement ("Agreement") is entered into as of August [], 2018 ("Effective Date"), by and between **UNIMAS FRESNO LLC** ("KTFF-LD Licensee") and **VENTURA TV VIDEO AND APPLIANCE CENTER, INC.** ("KVHF-LD Licensee") (each a "Party", and collectively the "Parties").

WHEREAS, KTFF-LD Licensee, is the licensee of low-power digital television broadcast station KTFF-LD, FCC Facility ID 23272, operating on channel 41 and licensed to Fresno, California. KTFF-LD Licensee has a pending displacement application (File No. 0000054900) which seeks authorization for KTFF-LD to operate on channel 31.

WHEREAS, KVHF-LD Licensee, is the licensee of low-power digital television broadcast station KVHF-LD, FCC Facility ID 23269, operating on channel 42 and licensed to Fresno, California. KVHF-LD has a pending displacement application (File No. 0000054276), which seeks authorization for KVHF-LD to operate on channel 31.

WHEREAS, in order to resolve the pending mutually exclusive applications for channel 31, the Parties hereby agree as follows:

1. KVHF-LD Licensee will amend its displacement application to request an alternate channel. KVHF-LD will submit a copy of this Agreement as an exhibit to its amended displacement application.

2. KTFF-LD Licensee will reimburse KVHF-LD Licensee for the documented costs incurred in connection with the amendment of its displacement application in an amount not to exceed two thousand five hundred dollars (\$2,500.00).

3. KTFF-LD Licensee will amend its displacement application to submit a copy of this Agreement.

4. KTFF-LD Licensee will not use virtual channel 31 for purposes of KTFF-LD station identification, and will seek FCC authorization, as appropriate, for an alternate virtual channel assignment.

5. Each signatory to this Agreement hereby certifies, under penalty of perjury, that no other consideration has been paid or promised to that Party or to any of its principals by the other Party or any of the other Party's principals in return for negotiating, entering into, and/or implementing its obligations under this Agreement. The Parties understand that this certification by each of them will be filed with the FCC and is thus deemed a representation made directly to the FCC. Aside from the amount described in paragraph two, each Party will bear its own legal, engineering, and other expenses incurred in negotiating, entering into, and implementing this Agreement.

6. This Agreement may be executed in one or more counterparts and such counterparts may be exchanged electronically by fax or by emailed pdf file, and each such

counterpart will have the full force and effect of an original but all of which will be deemed one and the same document.

7. To the extent not governed by federal law, this Agreement will be governed by the laws of the State of New York. With respect to any suit, action or proceedings relating to or arising out of this Agreement ("Proceedings") not brought at the FCC, each party irrevocably: (i) submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court for the Southern District of New York, and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

8. ALL ISSUES, MATTERS, AND DISPUTES BETWEEN THE PARTIES CONCERNING THIS AGREEMENT SHALL BE TRIED BY A JUDGE IN A NON-JURY TRIAL. In the event that any litigation is commenced to interpret or enforce this Agreement, the prevailing party in such litigation will be entitled to ask for and receive an award of reasonable attorneys' fees and expenses at trial and on appeal. The Parties agree to attempt in good faith to resolve disputes through alternative dispute resolution before resorting to litigation.

9. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and may be altered or amended only in writing signed by the Party against which enforcement is sought. This Agreement will be binding upon and inure to the benefit of the heirs, successors, and assigns of each Party and will be binding on any future licensee of any of the stations referred to in this Agreement.

10. Any notices hereunder will be deemed effective if given by first class or more rapid class of United States mail, postage prepaid, and evidenced by a postal delivery receipt, addressed as follows. Notices will be effective on the first attempted date of delivery on a business day, not including any federal or state government holiday:

KVHF-LD

Michael Couzens Law Office
P.O. Box 3642
Oakland, CA 94609
Attn: Michael Couzens

KTFF-LD

UNIMAS FRESNO LLC
5999 Center Drive
Los Angeles, CA 90045
Attn: Christopher Wood, General Counsel

10. Each individual executing this Agreement warrants that he or she has the authority

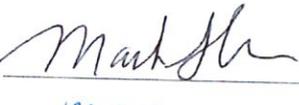
to sign and to legally bind the party for which he or she has signed to carry out the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

UNIMAS FRESNO LLC

By: 
Name: John Buergler
Title: SVP Growth Initiatives
LOCAL MEDIA

**VENTURA TV VIDEO AND
APPLIANCE CENTER, INC**

By: 
Name: MARK SHIKIN
Title: PRESIDENT