

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

In re: Applications of )  
 )  
Channel 45 Media Association ) File No. BNPTTL-20000830BDH  
Facility ID 129632 (Channel 45) )  
 )  
Venture Technologies Group, LLC ) File No. BNPTTL-20080830BNN  
Facility ID 130445 (Channel 29) )  
 )  
Tiger Eye Licensing, LLC ) MX Group No. 175  
Facility ID 130637 (Channel 30) )  
 )  
For Construction Permits for )  
New Analog Low Power Television )  
Stations at Erie, PA )

To: Chief, Low Power Television Branch  
Video Division, Media Bureau

**JOINT REQUEST FOR APPROVAL OF UNIVERSAL SETTLEMENT**

1. Channel 45 Media Association, Venture Technologies Group, LLC, and Tiger Eye Licensing, LLC (the "Applicants") Settlement Agreement ("Settlement Agreement"), pursuant to the procedures announced in DA-07-193, released February 22, 2007. The Applicants are all of the applicants in Group MX175. Thus the Settlement Agreement constitutes a universal settlement among all members of a single MX group.

2. Each of the Applicants seeks a construction permit on a different channel, but they are daisy-chained because of interference caused by Channel 45 to Channel 30 and in turn by Channel 30 to Channel 29. The Settlement Agreement provides that each Applicant will accept interference from the others, and the Applicants will cooperate in the future to avoid interference in practice to the extent possible. No amendment to the technical parameters proposed by any Applicant is required.

3. A copy of the Settlement Agreement is attached to this Joint Petition, along with declarations of each applicant providing the certifications required by Section 73.3525 of the Commission's Rules.

4. It is submitted that approval of this Settlement Agreement will serve the public interest, because in the absence of a settlement, only one or two of the three applications could be granted, while after approval of the settlement, all three applications may be granted. The result will be three new digital services to the public rather than only one or two.

5. In light of the foregoing, the Applicants respectfully request that the Commission grant this Joint Request, approve the universal settlement proposed herein, and grant each of their respective applications.

  
\_\_\_\_\_  
Peter Tannenwald

Irwin, Campbell & Tannenwald, P.C.  
1730 Rhode Island Ave., N.W., Suite 200  
Washington, DC 20036-3120  
Tel. 202-728-0400  
Fax 202-728-0354

Counsel for Channel 45 Media Assn.

Respectfully submitted,

\_\_\_\_\_  
Lawrence Rogow, Chairman

Venture Technologies Group, LLC  
5670 Wilshire Blvd., Suite 1300  
Los Angeles, CA 90036  
Tel. 323-965-5400  
Fax 323-965-5411

\_\_\_\_\_  
James A. Gallagher  
Operations Manager of Parent Corp.  
of Tiger Eye Licensing, LLC

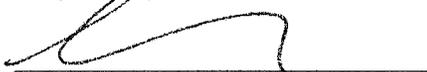
Tiger Eye Licensing LLC  
3400 Lakeside Drive, Suite 500  
Mirimar, FL 33027  
Tel. 954-431-3144  
Fax 954-431-3591

April 23, 2007

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Counsel for Channel 45 Media Assn.

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Operations Manager of Parent Corp.  
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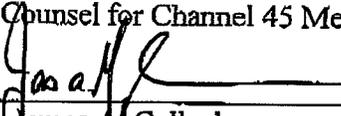
\_\_\_\_\_  
Peter Tannenwald

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Gregory L. Masters

Irwin, Campbell & Tannenwald, P.C. Wiley Rein, LLP)  
1730 Rhode Island Ave., N.W., Suite 200 1776 K St., N.W.  
Washington, DC 20036-3120 Washington, DC 20006  
Tel. 202-728-0400 Tel. 202-719-7370  
Fax 202-728-0354 Fax 202-719-7049

Counsel for Channel 45 Media Assn.

Counsel for Venture Technologies Group, LLC

  
\_\_\_\_\_  
James A. Gallagher  
V.P. Operations Manager of Parent Corp.  
of Tiger Eye Licensing, LLC

Tiger Eye Licensing LLC  
3400 Lakeside Drive, Suite 500  
Mirimar, FL 33027  
Tel. 954-431-3144  
Fax 954-431-3591

April 23, 2007

**DECLARATION OF MICHAEL A. TONGES**

MICHAEL A. TONGES hereby declares as follows:

1. I am the President of Image Video Teleproductions, Inc., a managing member of Channel 45 Media Association, applicant for new Low Power Television Station to operate on Channel 45 at Erie, Pennsylvania.

2. I have executed a Settlement Agreement with Venture Technologies Group, LLC ("Venture") and Tiger Eye Licensing, LLC ("Tiger Eye"), constituting a universal settlement in MX Group 175 listed in FCC Public Notice DA 07-193. The settlement provides for each of the three parties to consent to a grant of the other two parties' applications, with no change in currently proposed technical parameters.

3. I believe that implementation of the settlement would serve the public interest, because it would allow all three parties to operate stations and provide service to the public instead of only one or two parties being able to operate stations

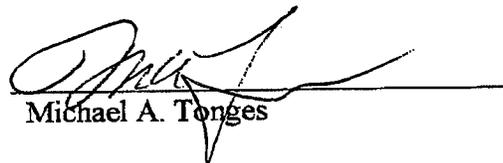
4. Channel 45 Media Association's application was filed for the purpose of establishing a new local television service at Erie, Pennsylvania. Channel 45 Media Association is a merged settlement entity from a different mutually exclusive group. Since the original merged applications were filed during an application window, no applicant had any way of knowing who else, if anyone, might file a mutually exclusive application. Thus Channel 45 Media Association did not file its application with any intent or purpose of reaching or carrying out a settlement with any other applicant.

5. Channel 45 Media Association has not been paid or promised any monetary or other consideration by any of the other applicants or their principals, other than the agreement of the other applicants to accept interference from one another, as recited in the Settlement Agreement. Neither Image Video Teleproductions, Inc., which is a member of Channel 45 Media Association, nor any of its principals, have been paid or promised any monetary or other consideration for the settlement; and in light of the fact that the two other members of Channel 45 Media Association are Venture and Tiger Eye, they cannot have paid themselves to settle.

6. The written Settlement Agreement constitutes the entire agreement among the three applicants with respect to the subject three applications. It is separate from the previously approved settlement agreement that led to the creation of Channel 45 Media Association as a merger of three mutually exclusive Channel 45 applicants.

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

Executed on April 23, 2007.

  
Michael A. Tonges

**DECLARATION OF LAWRENCE ROGOW**

LAWRENCE ROGOW hereby declares as follows:

1. I am Chairman of Venture Technologies Group, LLC ("Venture"), applicant for a new Low Power Television Station to operate on Channel 29 at Erie, Pennsylvania.

2. I have executed a Settlement Agreement with Channel 45 Media Association ("Channel 45") and Tiger Eye Licensing, LLC ("Tiger Eye"), constituting a universal settlement in MX Group 175 listed in FCC Public Notice DA 07-193. The settlement provides for each of the three parties to consent to a grant of the other two parties' applications, with no change in currently proposed technical parameters.

3. I believe that implementation of the settlement would serve the public interest, because it would allow all three parties to operate stations and provide service to the public instead of only one or two parties being able to operate stations

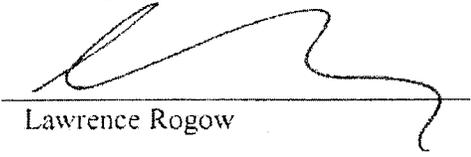
4. Venture's application was filed for the purpose of establishing a new local television service at Erie, Pennsylvania. Since its application was filed during an application filing window, Venture had any way of knowing who else, if anyone, might file a mutually exclusive application. Thus Venture did not file its application with any intent or purpose of reaching or carrying out a settlement with any other applicant.

5. Neither Venture nor any of its principals have been paid or promised any monetary or other consideration by any of the other applicants or their principals, other than the agreement of the other applicants to accept interference from one another, as recited in the Settlement Agreement.

6. The written Settlement Agreement constitutes the entire agreement among the three applicants with respect to the subject three applications. It is separate from the previously approved settlement agreement that led to the creation of Channel 45 Media Association as a merger of three mutually exclusive Channel 45 applicants, of which Venture is a member.

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

Executed on April 23, 2007.

  
\_\_\_\_\_  
Lawrence Rogow

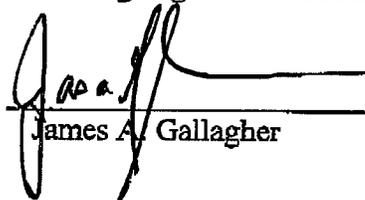
**DECLARATION OF JAMES A. GALLAGHER**

JAMES A. GALLAGHER hereby declares as follows:

1. I am the ~~Operations Manager~~ <sup>Vice President</sup> of the parent corporation of Tiger Eye Licensing, LLC ("Tiger Eye"), applicant for a new Low Power Television Station to operate on Channel 3C at Erie, Pennsylvania.
2. I have executed a Settlement Agreement with Channel 45 Media Association ("Channel 45") and Venture Technologies Group, LLC ("Venture"), constituting a universal settlement in MX Group 175 listed in FCC Public Notice DA 07-193. The settlement provides for each of the three parties to consent to a grant of the other two parties' applications, with no change in currently proposed technical parameters.
3. I believe that implementation of the settlement would serve the public interest, because it would allow all three parties to operate stations and provide service to the public instead of only one or two parties being able to operate stations
4. Tiger Eye's application was filed for the purpose of establishing a new local television service at Erie, Pennsylvania. Since its application was filed during an application filing window, Tiger Eye had any way of knowing who else, if anyone, might file a mutually exclusive application. Thus Tiger Eye did not file its application with any intent or purpose of reaching or carrying out a settlement with any other applicant.
5. Neither Tiger Eye nor any of its principals have been paid or promised any monetary or other consideration by any of the other applicants or their principals, other than the agreement of the other applicants to accept interference from one another, as recited in the Settlement Agreement.
6. The written Settlement Agreement constitutes the entire agreement among the three applicants with respect to the subject three applications. It is separate from the previously approved settlement agreement that led to the creation of Channel 45 Media Association as a merger of three mutually exclusive Channel 45 applicants, of which Tiger Eye is a member.

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

Executed on April 23, 2007.

  
\_\_\_\_\_  
James A. Gallagher

## **SETTLEMENT AGREEMENT**

1. This Agreement is entered into this 23rd day of April, 2007, by and among Channel 45 Media Association ("Media"), Venture Technologies Group, LLC ("Venture") and Tiger Eye Licensing, LLC ("Tiger Eye"). The entities named in the previous sentence will be referred to as "Applicants" herein.

2. In the July-August, 2000 application filing window opened by the Federal Communications Commission ("FCC"), the Applicants filed applications for construction permit for new Low Power Television ("LPTV") Stations at Erie, PA, as follows:

Media: File No. BNPTTL-20000830BDH, Facility ID 129632, Channel 45

Tiger Eye: File No. BNPTTL-20000831ELC, Facility ID 130637, Channel 30

Venture: File No. BNPTTL-20000830BNN, Facility ID 130445, Channel 29

3. The FCC has found these three applications to be mutually exclusive, in that it is not possible for all three proposed stations to operate without causing interference in violation of the FCC's Rules, and has placed them in Group MX175 in preparation for granting one or more of the applications after an auction.

4. The Applicants agree that avoiding the expense of competitive bidding and the mutual promises of the Applicants constitute adequate consideration for each of them to enter into this Agreement. The Parties further believe that approval of this Agreement will advance the public interest by enabling all three Parties to provide television service to the public, thereby resulting in up to three new digital voices in the community rather than only one. Accordingly, not later than April 23, 2007, the Parties will file a Joint Petition with the FCC for approval of this Agreement.

5. Each Party hereby consents to a grant of the applications of the other Parties and waive any objection to any interference that may be received from the station of another Party. The Parties also agree to cooperate and work together in the construction of their proposed stations to minimize the likelihood of any such interference occurring in practice. These consents are limited to the facilities proposed by each Applicant in its application currently on file with the FCC and are limited to analog operation. Without limiting their commitment to cooperate to avoid interference, the Parties will not object to any future amendment of any of the applications or future modifications proposed by a Party that are not predicted to cause any more interference than the interference predicted from that Party's current proposal.

6. The Parties each hereby certify under penalty of perjury, that apart from the mutual consents to a grant of all of their applications, no consideration has been or will be paid or promised by either Party or any of its principals to either of the other Parties or to any of their principals in return for entering into or implementing this Agreement. No Party has agreed to reimburse the expenses of any other Party. Each Party certifies that its own application was not filed for the purpose of reaching or carrying out any settlement.

7. The Parties agree that the opportunity to remove the mutual exclusivity among their respective applications and to avoid competitive bidding is unique to each Party. Accordingly, the Parties agree that any Party may, if aggrieved by a breach of this Agreement, seek enforcement by means of an order of specific performance in lieu of monetary damages. However, no Party will be entitled to make any claim against any other Party for more than actual out-of-pocket damages, and no claim may be made for lost profits, lost investment opportunities, or consequential or punitive damages.

8. Any Party may terminate this Agreement and request that its application be returned to pending status, and subjected to competitive bidding or other procedures if appropriate, upon written notice to the other and without liability to the other, if the FCC has not approved the Joint Petition for approval of this settlement within 365 days of the date of submission of the Joint Petition to the FCC. Any Party may also terminate this Agreement if another Party is in material breach of its obligations hereunder, but the terminating Party will make a good faith effort to continue to cooperate with any other Party not then in breach. Any termination for any reason must be by written notice and must allow a grace period of at least twenty (20) days for the claimed breach to be cured; and termination will not be effective if a cure is implemented within the grace period.

9. Each Party hereby represents and warrants to the other Parties (a) that it is duly organized and in good standing in its state of organization; (b) that it is not subject to any law, regulation, judicial order or decree, or contract that forbids or restricts its ability to enter into and to perform all of its obligations under this Agreement; (c) that this Agreement is legally binding on it and has been executed by a duly authorized officer or individual with authority to bind it to this Agreement; (d) that it knows of no reason why it cannot fully perform all of its obligations under this Agreement; and (e) that it is qualified under the Communications of 1934, as amended, and FCC's Rules and Regulations to hold the LPTV authorization for which it has applied.

10. Each Party will bear its own expenses in preparing, prosecuting, and implementing this Agreement and agrees to vigorously pursue FCC approval of the settlement at its own expense, except that no Party will be required to appear at or participate in a trial-type hearing or judicial appeal unless another Party requesting such participation to pay its expenses, including legal fees and related costs.

11. This Agreement will be binding on the Parties hereto and their respective heirs, successors, and permitted assigns. No Party may assign any of its rights or obligations under this Agreement to any person or entity not a Party, without the express written approval of both other Parties. No person or entity not a Party to this Agreement may claim any benefit as a result of this Agreement except for entities of which a Party is a wholly owned subsidiary and the three members of Media.

12. No failure or delay on the part of any Party exercising any right or power hereunder will operate as a waiver thereof; nor will any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of all Parties are cumulative and are not exclusive of any right or remedy which a party may otherwise have.

13. If any term of this Agreement is illegal or unenforceable at law or in equity, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, and the Parties will work in good faith to remove any legal impediment while preserving the technical benefits to each of them as much as practicable. Any illegal or unenforceable term will be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law; and such term, as so modified, and the balance of this Agreement will remain fully enforceable.

14. To the extent not governed by federal law, this Agreement will be governed by the laws of the State of Pennsylvania applicable to transactions conducted entirely within that state.

15. This Agreement may be executed in one or more counterparts, each of which will have the full force and effect of an original but all of which shall be deemed one and the same document. The Parties agree to be bound by the exchange of facsimile signatures.

16. 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. However, this Agreement has no effect or impact on the separate agreement pursuant to which Media was formed.

17. 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, or by recognized overnight courier, addressed as follows. Notices will be effective on the first business day when the postal service or courier attempts delivery.

If to Media:

Channel 45 Media Association  
c/o Image Video Teleproductions  
Att: Mr. Michael Tonges  
6755 Freedom Ave.  
North Canton, OH 44720

If to Venture:

Venture Technologies Group, LLC  
Att: Mr. Lawrence Rogow  
5670 Wilshire Blvd., Suite 1300  
Los Angeles, CA 90036

If to Tiger Eye:

Tiger Eye Licensing, LLC  
Att: Mr. James A. Gallagher  
3400 Lakeside Drive, Suite 500  
Miramar, FL 33027

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the date first set forth above.

CHANNEL 45 MEDIA ASSOCIATION

TIGER EYE LICENSING, LLC

By:   
Michael A. Tonges  
President of Image Video  
Teleproductions, Inc., a Managing Member

By: \_\_\_\_\_  
James A. Gallagher  
Vice President of  
Parent Corporation

VENTURE TECHNOLOGIES GROUP, LLC

By: \_\_\_\_\_  
Lawrence Rogow  
Chairman

If to Venture:

Venture Technologies Group, LLC  
Att: Mr. Lawrence Rogow  
5670 Wilshire Blvd., Suite 1300  
Los Angeles, CA 90036

with a copy (which will not constitute notice) to:

Gregory L. Masters, Esq.  
Wiley Rein, LLP  
1776 K St., N.W.  
Washington, DC 20006

If to Tiger Eye:

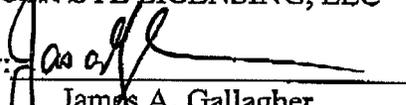
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President of Image Video  
Teleproductions, Inc., a Managing Member

TIGER EYE LICENSING, LLC

By:   
James A. Gallagher  
V.P. Operations Manager of  
Parent Corporation

VENTURE TECHNOLOGIES GROUP, LLC

By: \_\_\_\_\_  
Lawrence Rogow  
President

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5670 Wilshire Blvd., Suite 1300  
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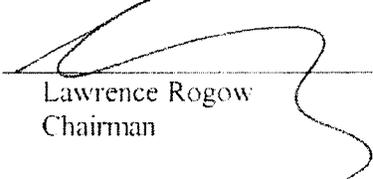
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By: \_\_\_\_\_  
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VENTURE TECHNOLOGIES GROUP, LLC

By:   
Lawrence Rogow  
Chairman