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FLETCHER, HEALD & HILDRETH

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554

In re Application of )  
)  
Station WIMP-CA )  
Miami, Florida )  
)  
For Digital Flash Cut )

File No. BDFCDTA-20090630AIE  
Facility ID No. 4366

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SEP 21 2009

Federal Communications Commission  
Bureau / Office

Attn: Video Services Division  
Media Bureau

**PETITION FOR RECONSIDERATION**

Sunshine Broadcasting Company, Inc. ("Sunshine"), by its attorneys and pursuant to Section 1.106 of the Commission's rules, hereby respectfully petitions for reconsideration of the Commission's staff's August 31, 2009 letter, 1800EI-MFC (the "Letter") dismissing the above-referenced application (the "Application"). In support hereof, Sunshine submits as follows:

1. The Letter dismissed Sunshine's digital flash cut application on the ground that Sunshine's proposed operation would cause interference to the proposed operation of Station W24DE-D, Miami, Florida, licensed to Mapalé LLC ("Mapalé"). Mapalé had previously filed an application for modification of construction permit for W242DE-D, BMPD TT-20090630AEQ (the "Mapalé Application").

2. However, on September 9<sup>th</sup>, 2009, Sunshine and Mapalé entered into an Agreement whereby Sunshine consents to the grant of the Mapalé Application, using only a stringent emission mask, regardless of whether operation by W24DE-D may cause interference to WIMP-CA, as currently authorized or as proposed in the Application. Likewise, under the Agreement, Mapalé consents to a grant of the Application, using only a stringent emission mask,

regardless of whether operation by WIMP-CA may cause interference to W242DE-D, as currently authorized or as proposed by the Mapalé Application. (A copy of the Agreement is attached for reference.)

3. Sunshine's and Mapalé's mutual consents to interference caused by the other's current or proposed operations moot the interference issue here and warrant reconsideration of the Letter.

Accordingly, in light of the facts and arguments cited above, this Petition for Reconsideration should be granted and the Application, as amended, reinstated.

Respectfully submitted,



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Howard M. Weiss  
Davina Sashkin

September 14, 2009

Fletcher, Heald & Hildreth, P.L.C.  
1300 N. 17<sup>th</sup> Street  
11<sup>th</sup> Floor  
Arlington, VA 22209  
703-812-0400

*Counsel to Sunshine Broadcasting Company, Inc.*

## AGREEMENT

1. This Agreement is made this 9<sup>th</sup> day of September, 2009, by and between Sunshine Broadcasting Company, Inc. ("Sunshine") and Mapalé LLC ("Mapalé").

2. Sunshine is the licensee of analog Station WIMP-CA, FCC Facility ID 4366, Miami, Florida. Mapalé is the permittee of digital Station W24DE-D, FCC Facility ID 168061, Miami, Florida. Sunshine has filed an application with the Federal Communications Commission ("FCC") to flash cut WIMP-CA to digital operation, FCC File No. BDFCDTA-20090630AIE ("Sunshine Application"). Mapalé has filed an application with the FCC for modification of construction permit for W24DE-D, BMPDTT-20090630AEQ ("Mapalé Application"). Because WIMP-CA operates on Channel 25, and W24DE-D is authorized to operate on Channel 24 in the same geographic area, the two applications must be coordinated to avoid mutual exclusivity.

3. The purpose of this Agreement is to specify terms and conditions by which both applications may be granted by the FCC and the stations may operate without destructive interference.

4. Sunshine represents and warrants that it is a corporation duly organized and in good standing under the laws of Wyoming, that it has all requisite authority to execute and deliver this Agreement, and that this Agreement is legally binding on it. Mapalé represents and warrants that it is a limited liability company duly organized and in good standing under the laws of Delaware, that it and has all requisite authority to execute and deliver this Agreement, and that this Agreement is legally binding on it. Each person executing this Agreement represents and warrants that he or she is authorized to sign and legally to bind the party on whose behalf he or she has signed.

5. Sunshine hereby consents to a grant by the FCC of the Mapalé Application, using a stringent emission mask, as defined in 47 CFR Section 74.794(a)(2)(ii), regardless of whether operation by W24DE-D may cause interference to WIMP-CA as currently authorized or as proposed in the Sunshine Application. Mapalé hereby consents to a grant by the FCC of the Sunshine Application, using a stringent emission mask, regardless of whether operation by WIMP-CA may cause interference to W24DE-D as currently authorized or as proposed in the Mapalé Application.

6. Each party shall be responsible for all of its own respective legal, engineering, and other costs and expenses incurred in connection with this Agreement and the prosecution of its own respective application.

7. Each party represents and warrants that it has promised, paid, been promised or been paid, no consideration, monetary or otherwise, in return for entering into this Agreement, apart from the benefit gained by each party from the other's participation and concurrence in this Agreement. These representations and warranties extend to both Sunshine and Mapalé and their respective officers, directors, shareholders, and members.

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8. Each party may submit a copy of this Agreement to the FCC in connection with prosecution of its own respective application.

9. The parties agree to cooperate in a commercially reasonable manner to further the objectives of a grant of both of their applications and the operation of both of their stations without destructive interference, including not filing new applications with the FCC requesting operation on Channels 24, 25, or 26 that impede or frustrate achievement of the objectives and intent of this Agreement. The parties further agree to cooperate in a commercially reasonable matter with respect to any future applications that either of them wishes to file with the FCC, with the objective of avoiding prohibited interference between their stations.

10. Because of the unique nature of the FCC authorizations that are the subject matter of this Agreement, specific performance shall be available as a remedy for breach, in addition to all other appropriate legal or equitable remedies. Neither party shall take the position that monetary damages are a sufficient remedy.

11. Any notices required or permitted under this Agreement shall be in writing sent by electronic mail only, to the following e-mail addresses, or to such other addresses as the parties may provide to each other from time to time. Notices shall be effective twenty-four (24) hours after being sent, provided that if such time occurs on a Saturday, Sunday, or federal holiday, the notice shall be effective at the same clock hour on the first subsequent business day:

If to Sunshine:  
Mr. Randolph M. Weigner  
dtvtv@yahoo.com

With a copy, which shall not constitute notice, to:  
Peter Tannenwald, Esq.  
tannenwald@fhhlaw.com

If to Mapalé:  
Ms. Helen Panero, Esq.  
hmpanero@caracol.com.co

With a copy, which shall not constitute notice, to:  
Stephen Hartzell, Esq.  
shartzell@brookspierce.com

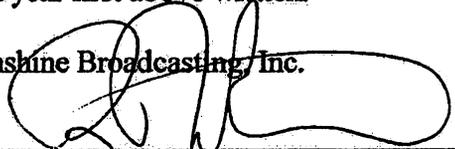
12. To the extent not governed by federal communications law, this Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to the choice of law provisions thereof.

13. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and may not be amended except in a written document signed by the party against which enforcement is sought.

14. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The parties shall be bound upon the exchange of facsimile signatures.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sunshine Broadcasting, Inc.

By: 

\_\_\_\_\_  
Randolph M. Weigner, President

Mapalé LLC

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

Juan Manuel Beltran, Vice President

14. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The parties shall be bound upon the exchange of facsimile signatures.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sunshine Broadcasting, Inc.

By: \_\_\_\_\_  
Randolph M. Weigner, President

Mapalé LLC

By: Juan Manuel Beltran  
Juan Manuel Beltran, Vice President

**CERTIFICATE OF SERVICE**

I, Evelyn Ojea, a secretary of Fletcher, Heald & Hildreth, PLC, hereby certify that a true and correct copy of the foregoing "Petition for Reconsideration" was sent on this 14<sup>th</sup> day of September, 2009, via electronic delivery to the following individuals:

Hossein Hashemzadeh ([Hossein.Hashemzadeh@fcc.gov](mailto:Hossein.Hashemzadeh@fcc.gov))  
Federal Communications Commission  
Mass Media Bureau - Video Services  
Suite 2-C866  
236 Massachusetts Avenue, NE, Suite 110  
Washington, D.C. 20002

Stephen Hartzell, Esquire ([shartzell@brookspierce.com](mailto:shartzell@brookspierce.com))  
Brooks Pierce McLendon Humphrey  
& Leonard, LLP  
P.O. Box 1800  
Raleigh, NC 27602

  
Evelyn Ojea