

**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C.**

In re Application of:

**COLUMBIA HISPANIC EDUCATION  
FAMILY FUNDATION**

File No. BNPL-20131114APY  
Facility No. 196032

For a Construction permit  
for a New Low Power FM Stations on  
CH 264 at Columbia, SC

**Accepted / Filed**

**JUL 20 2016**

To: The Secretary,  
Attn: Chief Audio Services Division

Federal Communications Commission  
Office of the Secretary

**JOINT PETITION FOR APPROVAL OF AGREEMENT  
AND DISMISSAL OF PETITION FOR RECONSIDERATION**

Columbia Hispanic Education Family Fundation ("CHEFF") and Glory Communications, Inc. ("Glory") hereby petition pursuant to Section 73.3525 of the Commission's Rules for approval of the Settlement Agreement ("Agreement") attached as Exhibit A hereto. The Agreement provides for the dismissal of the CHEFF's pending petition for reconsideration of the dismissal of its above-referenced application for a construction permit for a new Low Power FM station at Columbia, South Carolina, which dismissal will clear the way for the Commission to grant Glory's pending application (BPFT-200160308ABH) to modify FM Translator W237BN so that it can be used to rebroadcast the signal of AM Station WQXL, Columbia, South Carolina. The Agreement includes certifications as required by Section 73.3525 of the Commission's Rules to the effect that the only consideration paid or promised to secure the dismissal CHEFF's petition for reconsideration is that stated in the Agreement and that none of the parties filed its application for the purpose of entering into or carrying out a settlement agreement.

Approval of the Agreement and grant of this Petition will serve the public interest by clearing the way for the operation of W237BN as a translator for Station WQXL and conserving the resources of the Commission.

WHEREFORE, for the foregoing reasons, it is respectfully requested that the Agreement be approved and that the CHEFF's petition for reconsideration of the Commission's dismissal of its Low Power FM application be dismissed with prejudice.

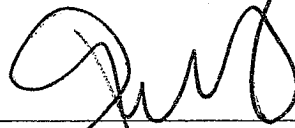
Respectfully submitted,



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David Tillotson  
4606 Charleston Terrace, N.W.  
Washington, DC 20007  
Email: dtlaw67@starpower.net

*Attorney for Glory Communications, Inc.*



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Dan J. Alpert, Esq.  
2120 North 21<sup>st</sup> Road  
Arlington, VA 22201  
Email: dja@commlaw.tv

*Attorney for Columbia Hispanic Education Family Foundation*

July \_\_, 2016

**GLORY COMMUNICATIONS, INC. ("Glory") and COLUMBIA HISPANIC  
EDUCATION FAMILY FUNDATION ("CHEFF"):**

**WITNESSETH:**

**WHEREAS**, Glory has filed applications to acquire and modify FM Translator Station W237BN, Facility ID 138354 (the "Translator") (FCC File Nos. BALFT-20160308ACO and BPFT-20160308ABH, respectively); and

**WHEREAS**, at the time Glory's application to modify the Translator, the application was not mutually exclusive with any other application pending at the FCC; and

**WHEREAS**, on April 4, 2016, CHEFF filed a petition for reconsideration of the dismissal (the "Petition") on March 1, 2016, of its application ( BNPL-20131114APY) for a new low power FM station (the "Low Power Application") the proposed facilities of which are mutually exclusive with facilities proposed by Glory in the Translator modification application; and

**WHEREAS**, the pendency of CHEFF's petition for reconsideration of the dismissal of the Low Power Application precludes the Commission from granting Glory's application to modify the Translator, and grant of the petition for reconsideration and ultimate grant of CHEFF's application would permanently preclude grant of Glory's modification application; and

**WHEREAS**, CHEFF has agreed to dismiss its petition for reconsideration in consideration of Glory reimbursing it for its legitimate and prudent expenses in connection with the preparation, filing and prosecution of its Low Power Application in an amount not to exceed Fifteen Thousand Dollars (\$15,000), or such lesser amount as the Federal Communications

## SETTLEMENT AGREEMENT

This Agreement is made and entered into as of the 1<sup>st</sup> day of July, 2016, by and between  
**GLORY COMMUNICATIONS, INC.** ("Glory") and **COLUMBIA HISPANIC  
EDUCATION FAMILY FOUNDATION ("CHEFF")**:

### **WITNESSETH:**

**WHEREAS**, Glory has filed applications to acquire and modify FM Translator Station W237BN, Facility ID 138354 (the "Translator") (FCC File Nos. BALFT-20160308ACO and BPFT-20160308ABH, respectively); and

**WHEREAS**, at the time Glory's application to modify the Translator, the application was not mutually exclusive with any other application pending at the FCC; and

**WHEREAS**, on April 4, 2016, CHEFF filed a petition for reconsideration of the dismissal (the "Petition") on March 1, 2016, of its application ( BNPL-20131114APY) for a new low power FM station (the "Low Power Application") the proposed facilities of which are mutually exclusive with facilities proposed by Glory in the Translator modification application; and

**WHEREAS**, the pendency of CHEFF's petition for reconsideration of the dismissal of the Low Power Application precludes the Commission from granting Glory's application to modify the Translator, and grant of the petition for reconsideration and ultimate grant of CHEFF's application would permanently preclude grant of Glory's modification application; and

**WHEREAS**, CHEFF has agreed to dismiss its petition for reconsideration in consideration of Glory reimbursing it for its legitimate and prudent expenses in connection with the preparation, filing and prosecution of its Low Power Application in an amount not to exceed Fifteen Thousand Dollars (\$15,000), or such lesser amount as the Federal Communications

Commission ("FCC") might approve.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. On the fifth (5<sup>th</sup>) business day after an FCC action approving this Agreement and/or dismissing CHEFF's Petition becomes a "final order" as hereinafter defined, Glory will pay to CHEFF, by certified or cashier's check or wire transfer, the sum of Fifteen Thousand Dollars (\$15,000.00) or such lesser amount as the FCC may authorize it to pay to CHEFF. The term "final order" means an order of the FCC which is no longer subject to administrative or judicial reconsideration or review.

2. Within five (5) days after the execution of this Agreement, Glory and CHEFF file a Joint Petition for Approval of Agreement and Dismissal of Petition for Reconsideration pursuant to Section 73.3525 of the FCC's Rules, together with such other documents as may be required by that section, requesting FCC approval of this Agreement and the dismissal of the Petition. The parties shall cooperate fully with one another and take whatever additional action as may be necessary or appropriate to obtain FCC approval of, and to effectuate, this Agreement.

3. In the event that the FCC has not issued the final order approving this Agreement and/or dismissing the Petition within 12 months of the date of this Agreement either party hereto shall have the right, at its option, to terminate this Agreement by giving notice of termination to the other party, provided that neither party may exercise the right to terminate this Agreement if it is in material breach of its obligations hereunder.

4. The parties hereto represent to one another that they each have the power and authority to enter into and carry out this Agreement and that this Agreement constitutes a valid and binding obligation enforceable against each of them in accordance with its terms. The

parties further represent to one another that they will perform their obligations and exercise their rights hereunder in good faith and that they will neither take any action, or encourage others to take any action, which could reasonably be expected to delay or interfere with obtaining FCC approval of this Agreement or the exercise of any right of the other party hereunder.

5. In the event that either party breaches this Agreement, the breaching party shall have ten (10) business days from receipt of written notice of the breach from the notifying party to cure said breach, after which time it shall be deemed to be in default. The parties agree that the failure of any party to perform its obligations under this Agreement is one for which there is no adequate remedy at law, and that in addition to other remedies at law or in equity any party injured by such breach shall have the right to obtain a decree of specific performance entitling it to a temporary restraining order, preliminary injunction, or permanent injunction to specifically enforce and require specific performance of the terms and provisions of this Agreement. The party against which injunctive relief is sought hereby waives the defense in any such proceeding that the other party has an adequate remedy at law and agrees to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

6. Any notice, demand, or request required or permitted to be given under the provisions of the Agreement shall be in writing and shall be deemed to have been duly delivered on the date of personal delivery or on the date of receipt if mailed by registered or certified mail, postage prepaid and return receipt requested, and shall be deemed to have been received on the date of personal delivery or on the date set forth on the return receipt, to the following addresses, or to such other address as a party may request:

If to Glory:                      Glory Communications, Inc.

P.O. Box 2355  
West Columbia, SC, WA 29171  
Attn: Alex Snipe

With a copy which will not constitute notice to:

David Tillotson  
4606 Charleston Terrace, N.W.  
Washington, DC 20007  
Email: dtlaw67@starpower.net

If to CHEFF: Columbia Hispanic Education Family Foundation  
108 Raymond Circle  
Lexington, SC 29072  
Attn: Fausto Gutierrez

With a copy which shall not constitute notice to:

Dan J. Alpert, Esq.  
The Law Office of Dan J. Alpert  
2120 N. 21<sup>st</sup> Rd.  
Arlington, VA 22201

7. This Agreement constitutes the entire understanding of the parties and no other consideration, action, or forbearance is contemplated or relied upon by them. This Agreement may be amended only by a written document executed by all parties.

8. No party may assign its rights or obligations hereunder without the express written consent of the other parties. Subject to the foregoing, this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their heirs, successors, legal representatives and assigns.

9. This Agreement may be executed in one or more counterparts and the Agreement shall be binding when it has been executed by all of the parties.

10. The laws of the State of South Carolina shall govern the enforcement and construction of this Agreement.

other consideration in connection with the dismissal of FSI's application except as set forth in this Agreement. The parties further state under penalty of perjury that they did not file nor prosecute their respective applications for the purpose of reaching or carrying out a settlement agreement.

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

**GLORY COMMUNICATIONS, INC.**

By:   
Alex Snipe, President

**COLUMBIA HISPANIC EDUCATION  
FAMILY FOUNDATION**

By: \_\_\_\_\_  
Fausto Gutierrez, President



12. The parties to this Agreement state under penalty of perjury and in compliance with Section 73.3535 of the FCC's Rules that they have not promised or received any money or other consideration in connection with the dismissal of FSI's application except as set forth in this Agreement. The parties further state under penalty of perjury that they did not file nor prosecute their respective applications for the purpose of reaching or carrying out a settlement agreement.

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

**GLORY COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Alex Snipe, President

**COLUMBIA HISPANIC EDUCATION  
FAMILY FOUNDATION**

By: *Fausto Gutierrez*  
Fausto Gutierrez, President

## DECLARATION

I, Fausto Gutierrez, hereby declare under penalty of perjury as follows:

1. I am President of Columbia Hispanic Education Family Foundation.
2. Columbia Hispanic Fundation has incurred the following expenses in conjunction with the filing and prosecution of its application.

Engineering	\$3,000.00
Consulting	\$5,000.00
Legal	\$12,000.00
Total	\$20,000.00

  
Fausto Gutierrez, President