BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

IN RE:	)	
	)	
ENTRAVISION HOLDINGS, LLC	)	File No. BPH-20190723AAN
	)	Facility ID No. 2750
	)	
For Modification of License of Station KDVA(FM), Buckeye, Arizona	)	

To: The Secretary
Attn: Chief, Audio Division

REPLY

Entravision Holdings, LLC ("Entravision"), the licensee of Station KDVA(FM), Buckeye, Arizona, by its attorneys, hereby replies to the Opposition to Motion to Strike ("Opposition"), filed by Prescott Valley Broadcasting Co. Inc. ("PVBC"), the licensee of Station KPPV(FM), Prescott Valley, Arizona, on March 18, 2022. In support thereof, Entravision states as follows.

This proceeding has been the forum for the submission of a series of pleadings from PVBC that contain arguments at odds with applicable Commission law and practice. This was recently confirmed in the full Commission decision rendered in *Entravision Holdings, LLC*, FCC 22-4, released January 25, 2022 (the "Decision"). In the Decision, the Commission, in considering the arguments presented by PVBC, responded by applying such terms as "reject" (para. 18 and 20), "will not…revise" (para. 19), and "disagree" (para. 22) when speaking to the

contentions presented by PVBC. The Opposition is another instance where the arguments presented by PVBC are meritless and fail to come close to the mark.

The matter at issue is a simple one. In the Decision, the Commission gave the parties 30 days to resolve their channel change reimbursement dispute or PVBC was required to present its evidentiary case, consisting of justifications and documentation, for its claimed reasonable cost reimbursement. While PVBC made a submission on the 30th day, February 24, 2022, the submission was labeled a "preliminary assessment" of its legitimate and prudent expenses. Then, on March 4, 2022, PVBC filed an Update to its February 24 submission containing further information it wished the Commission to consider in reaching its decision. The question, as posed in Entravision's Motion, was whether PVBC was entitled to file the Update and have the information presented considered.

In Entravsion's reasonable opinion, PVBC's entitlement to submit the Update was answered to the contrary in the Media Bureau's responses to PVBC's email communications of February 22 and 23, 2022, seeking an extension of the February 22 filing deadline. In the responses, both from the Chief of the Audio Division, it was made clear that the deadline was a specific Commission directive to PVBC and the Media Bureau was not possessed with the authority to waive the filing deadline and, further, did not expect that the Commission would waive it before the filing deadline.

Instead of confronting the very clear advice that a Commission directive in an adjudicatory matter was to be applied strictly, PVBC, as is its wont, presents a number of derivative and meritless arguments. First, it claims that the Commission's reimbursement procedures for post-auction expense reimbursements, auction Form 175 minor changes, and supplements to pleadings are relevant to its request What this ignores is that this is a different

proceeding from expense auction expense reimbursements, auction filings, and pleadings. The matter that has been fully adjudicated by the Commission and the Commission has set a specific deadline for compliance. The Audio Division Chief was correct in his advice that there was a Commission set deadline and such deadlines are not waivable.

Next, PVBC contends that the "no harm no foul" rule should apply here as, in its opinion, Entravision has not been harmed. Entravision's Motion did not deal with harm as harm is not relevant. Entravision relied on the Division Chief's conclusion that a Commission directive is a Commission directive. Harm is not part of such an equation and need not be considered.

Finally, PVBC argues that the deadline was only for an initial filing. Once that initial filing was made, the Decision did not provide that supplements were unacceptable. While the Commission did not speak to supplements, the Division Chief correctly interpreted the Decision as providing a fixed submission date. That was a sensible conclusion as this already lengthy proceeding should not be extended with multiple submissions and responses, which would only delay it further.

PVBC proceeds to claim that Entravision somehow granted its approval to PVBC to seek an extension of the February 24 deadline. What Entravision did was advise PVBC that it would not object to an extension of time request. This does not mean that Entravision approved such a request or found it to be a valid one. It only meant that Entravision would not oppose it and it was up to the Commission to render its determination.[1] Once that decision was rendered, Entravision was clearly entitled to rely upon it.

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[1] In fact, PVBC fails to advise the Commission that following the Division Chief's communication to PVBC, on February 22, 2022, Entravision advised PVBC that its advice as to not opposing an extension request had been rendered "moot."

Entravision is not changing its heart as PVBC alleges. Entravision is merely asserting that PVBC cannot violate the terms of the Decision issued by the Commission and as interpreted by the Division Chief. That Decision provided PVBC with a strict deadline as to when it could make its evidentiary presentation as to its reasonable and legitimate expenses. It was affirmed by the Division Chief and Entravision has every reason to seek and expect that the Decision, as interpreted by the Division Chief's determination, should remain applicable. PVBC has presented no legitimate reason for the determination not to be so applied. One need only go back to the Decision and apply any of the many and varied terms dealing with PVBC's arguments in denying PVBC's Update.

WHEREFORE, it is requested that the Update to Report Regarding Progress of Negotiations and Preliminary Assessment of Legitimate and Prudent Expenses be stricken.

Respectfully submitted,

ENTRAVISION HOLDINGS, LLC

By:_____

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Dated: March 21, 2022

CERTIFICATE OF SERVICE

I, Barry A. Friedman, hereby certify that I have served on this 21st day of March, 2022, a copy of the foregoing **Reply** on the following party by first-class mail, postage pre-paid:

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