

Received & Inspected

OCT 03 2014

FCC Mail Room

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

In re Applications in MX Group 58:

- Light Bringer Project**) File No. BNPL-20131114BAB
- For a Construction Permit For a New) Facility ID No. 195590
- LPFM Station at Altadena, California)
-)
- Razorcake/**)
- Gorsky Press, Inc**) File No. BNPL- 20131114AXZ
- For a Construction Permit For a New) Facility ID No. 195577
- LPFM Station at Pasadena, California)
-)
- Newtown Pasadena**) File No. BNPL- 20131114BAZ
- Foundation**) Facility ID No. 19560147
- For a Construction Permit For a New)
- LPFM Station at Altadena, California)
-)
- Side Street Projects**) File No. BNPL- 20131114BCF
- For a Construction Permit For a New) Facility ID No. 195596
- LPFM Station at Pasadena, California)

2013 OCT 3 11:47 AM

To: Chief, Media Bureau

JOINT REQUEST FOR APPROVAL OF SETTLEMENT

The Razorcake/Gorsky Press, Inc (“RAZORCAKE”), Light Bringer Project (“LBP”), Side Street Projects (“SSP”), and Newtown Pasadena Foundation (“Newtown”) pursuant to Section 73.3525 of the Commission's Rules, respectfully request that the Commission approve a settlement among them which would remove the Razorcake/Gorsky Press, Inc from MX Group 58 and permits a grant of the Razorcake/Gorsky Press, Inc Application. In support of this request, the following is respectfully submitted. This request is being submitted concurrent to

Petition for Reconsideration for RAZORCAKE's application. RAZORCAKE applied for the same channel/area as the LBP, SSP, and Newtown applications. This document attempts to dismiss the LBP, SSP, and Newtown applications and pave the way for a singleton grant for RAZORCAKE concurrent to the Petition of Reconsideration where RAZORCAKE requests correction of their LPFM coordinates.

1. LBP's, SSP's, and Newtown's applications appear in MX 58 within DA 13-2397 Attachment A:

<u>LINE</u>	<u>MX</u>	<u>ST</u>	<u>COL</u>	<u>CH</u>	<u>Applicant</u>	<u>File</u>	<u>Fac ID</u>
277	58	CA	Altadena	224	Light Bringer Project	20131114BAB	195590
278	58	CA	Altadena	224	Newtown Pasadena Foundation	20131114BAZ	195601
279	58	CA	Pasadena	224	Razorcake/Gorsky Press, Inc.	20131114AXZ	195577
280	58	CA	Pasadena	224	Side Street Projects	20131114BCF	195596

2. The Agreement of the parties (Exhibit A) contemplates the dismissal of the LBP, SSP, and Newtown applications, and grant of the RAZORCAKE application.

3. The Agreement is executed by the respective principals and is subject to prior Commission approval. It provides that LBP, SSP, and Newtown are withdrawing their applications without consideration pending that the FCC grants RAZORCAKE's Petition for Reconsideration. Upon that instance RAZORCAKE's application is accepted for filing, LBP, SSP, and Newtown agree to their application cancellation. If RAZORCAKE's Reconsideration is not approved, this Joint Request shall be nullified.

4. The declarations of the parties (Exhibit B) show that no party filed its application for the purpose of negotiating or reaching a settlement agreement; state that no consideration is being requested; and they state why the agreement serves the public interest.

5. Dismissal of the LBP and Newtown Applications will enable grant of the RAZORCAKE application. Because the LBP, SSP, and Newtown proposals preclude RAZORCAKE's proposal, and since their dismissal enables the authorization of a new noncommercial service, this request, the agreement, and the relief requested are consistent with the Communications Act of 1934, as amended, and with Commission rule and policy. Approval of the parties' settlement will conserve Commission resources and enable the earlier inauguration of new noncommercial educational FM broadcast service.

6. Accordingly, and on the basis of the foregoing, the Commission is requested to:

(a) approve the settlement represented by the parties' Settlement Agreement;

(b) dismiss the LBP, SSP, and Newtown applications; and

(c) grant the RAZORCAKE application upon approval of Petition for Reconsideration.

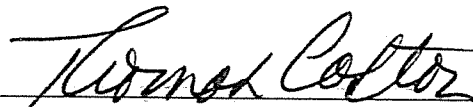
These actions are in the public interest.

Respectfully submitted,

RAZORCAKE/GORSKY PRESS, INC

By: 
Todd Taylor
Director

LIGHT BRINGER PROJECT

By: 
Thomas Coston
Director

NEWTOWN PASADENA FOUNDATION

By: 
Richard Amromin
Director

SIDE STREET PROJECTS

By: 
Jamie Crooke
Director

Date: June 26, 2014

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”), is entered into this 26 day of June 2014, between Razorcake/Gorsky Press, Inc (“RAZORCAKE”), Light Bringer Project (“LBP”), Side Street Projects (“SSP”), and Newtown Pasadena Foundation (“Newtown”) (referred to collectively as the “Parties”).

WITNESSETH:

WHEREAS, the Parties have pending before the Federal Communications Commission (“FCC”) applications for a new noncommercial educational FM station that are in a group of three exclusive applications¹ as follows:

<u>LINE</u>	<u>MX</u>	<u>ST</u>	<u>COL</u>	<u>CH</u>	<u>Applicant</u>	<u>File</u>	<u>Fac ID</u>
277	58	CA	Altadena	224	Light Bringer Project	20131114BAB	195590
278	58	CA	Altadena	224	Newtown Pasadena Foundation	20131114BAZ	195601
279	58	CA	Pasadena	224	Razorcake/Gorsky Press, Inc.	20131114AXZ	195577
280	58	CA	Pasadena	224	Side Street Projects	20131114BCF	195596

WHEREAS, but for the LBP Application at Altadena, Side Street Projects and the Newtown Application at Altadena, the RAZORCAKE Application at Pasadena would not be mutually exclusive with any other application in the group; and

WHEREAS, the Parties are willing to enter into a settlement pursuant to which LBP and Newtown will dismiss their application, which will resolve the mutual exclusivity of the RAZORCAKE Application with the other applications in the group, and will enable the RAZORCAKE Application to be granted²; and

WHEREAS, the Parties believe that such a settlement will serve the public interest by expediting the inauguration of new noncommercial FM service at Pasadena, California

NOW, THEREFORE, in consideration of the mutual covenants, agreements, conditions, representations, and warranties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Filing of Joint Request.** On the date of this Agreement, the Parties shall jointly enter into a Joint Request for Approval of Settlement Agreement for filing with the FCC (“Joint Request”), seeking FCC approval of this agreement in its entirety, dismissal of the LBP, SSP, and Newtown Applications, and grant of the RAZORCAKE Application.

2. **Dismissal of Application.** Concurrently with the filing with the FCC of the Joint Request, LBP, SSP, and Newtown will request that the FCC dismiss their Application File Nos. 20131114BAB, 20131114BCF, and 20131114BAZ respectively.

3. **Consideration.** No consideration is requested by dismissed applicants.
4. **Final Action.** The obligations of the Parties under this Agreement are expressly conditioned and contingent upon the FCC taking “Final Action” approving this Agreement in its entirety, dismissing the LBP, SSP, and Newtown applications, and granting the RAZORCAKE Petition for Reconsideration and application. For purposes of this Agreement, “Final Action” means an action or actions by the FCC, for which the time for filing any requests for administrative or judicial review of such action, or for the Commission to reconsider such action on its own motion, has lapsed without any such filing or motion having been filed.
5. **Authorization and Binding Obligation.** The Parties hereto represent to one another that each of them has the power and authority to enter into and effectuate this Agreement and that this Agreement constitutes a valid and binding obligation of each of them in accordance with its terms.
6. **Further Assurances.** The Parties covenant to cooperate with each other and with the FCC to accomplish the objectives of this Agreement, including the submission of additional filings as may be requested by the FCC or as may be reasonably necessary to effectuate this Agreement, and to refrain from taking any action with respect to each others’ applications that would be inconsistent with the undertakings of the Parties in this Agreement.
7. **Termination.** In the event this Agreement is terminated for any reason, the Parties agree to cooperate in doing all things necessary and desirable to place themselves and the Applications in the *status quo ante*.
8. **Notices.** All notices, requests, demands, and other communications relating to this Agreement shall be in writing and shall be sent by first class, certified or registered mail, return receipt requested, postage prepaid and, pending the designation of another address, addressed as follows:

If to LBP:

Light Bringer Project
99 So. Raymond Avenue
Pasadena, CA 91105

If to Newtown:

NewTown Pasadena Foundation
2259 Country Club Dr
Altadena, CA 91001

If to Razorcake:

Razorcake
PO Box 42129

Los Angeles, CA 90042

If to SSP:

Side Street Projects

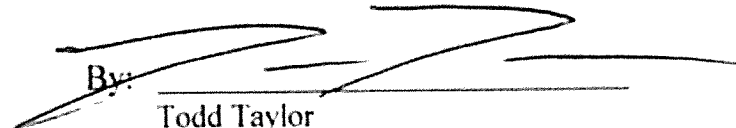
P.O. Box 90432

Pasadena, CA 91103

[Signature Page to Settlement Agreement]

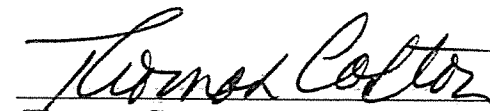
IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement or have caused this Settlement Agreement to be executed on their behalf as of the date first set forth above.

RAZORCAKE/GORSKY PRESS, INC

By: 

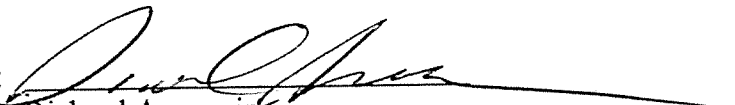
Todd Taylor
Director

LIGHT BRINGER PROJECT

By: 


Thomas Coston
Director

NEWTOWN PASADENA FOUNDATION

By: 

Richard Amromin
Director

SIDE STREET PROJECTS

By: 

Jamie Crooke
Director

Date: June 26, 2014

DECLARATION

Newtown Pasadena Foundation ("NEWTOWN"), affirms and declares the truth of the following matters as required by 47 CFR §73.3525:

1. NEWTOWN has determined that it is in the public interest to enter into a settlement agreement to resolve the mutual exclusivity of its proposal with the proposal of Razorcake/Gorsky Press, Inc ("RAZORCAKE") at Pasadena, California. Withdrawal of applications from NEWTOWN and Newtown Pasadena Foundation will enable a grant of the RAZORCAKE application to provide a new noncommercial educational LPFM broadcast service at Pasadena. Settlement will therefore serve the objectives of the Communications Act of 1934, as amended, and the rules and policies of the Federal Communications Commission. In addition, settlement will conserve Commission resources in the consideration and processing of the proposals.
2. NEWTOWN did not file its application for the purpose of reaching or carrying out such an agreement.
3. The settlement agreements entered into by the parties contain the entire understandings and undertakings between the parties pertaining to these matters.

AFFIRMED THIS 26 day of June, 2014

NEWTOWN PASADENA FOUNDATION

By:


Richard Amromin

Director

DECLARATION

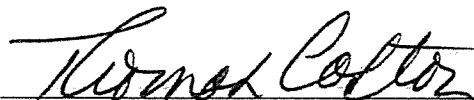
Light Bringer Project("LBP"), affirms and declares the truth of the following matters as required by 47 CFR §73.3525:

1. LBP has determined that it is in the public interest to enter into a settlement agreement to resolve the mutual exclusivity of its proposal with the proposal of Razorcake/Gorsky Press, Inc ("RAZORCAKE") at Pasadena, California. Withdrawal of applications from LBP and Newtown Pasadena Foundation will enable a grant of the RAZORCAKE application to provide a new noncommercial educational LPFM broadcast service at Pasadena. Settlement will therefore serve the objectives of the Communications Act of 1934, as amended, and the rules and policies of the Federal Communications Commission. In addition, settlement will conserve Commission resources in the consideration and processing of the proposals.
2. LBP did not file its application for the purpose of reaching or carrying out such an agreement.
3. The settlement agreements entered into by the parties contain the entire understandings and undertakings between the parties pertaining to these matters.

AFFIRMED THIS 26 day of June, 2014

LIGHT BRINGER PROJECT

By:



Thomas Coston
Director

DECLARATION

Side Street Projects (“SSP”), affirms and declares the truth of the following matters as required by 47 CFR §73.3525:

1. SSP has determined that it is in the public interest to enter into a settlement agreement to resolve the mutual exclusivity of its proposal with the proposal of Razorcake/Gorsky Press, Inc (“RAZORCAKE”) at Pasadena, California. Withdrawal of applications from SSP and Newtown Pasadena Foundation will enable a grant of the RAZORCAKE application to provide a new noncommercial educational LPFM broadcast service at Pasadena. Settlement will therefore serve the objectives of the Communications Act of 1934, as amended, and the rules and policies of the Federal Communications Commission. In addition, settlement will conserve Commission resources in the consideration and processing of the proposals.
2. SSP did not file its application for the purpose of reaching or carrying out such an agreement.
3. The settlement agreements entered into by the parties contain the entire understandings and undertakings between the parties pertaining to these matters.

AFFIRMED THIS 26 day of June, 2014

SIDE STREET PROJECTS

By: _____


Jamie Crooke
Director