



Federal Communications Commission  
Washington, D.C. 20554

April 30, 2007

**DA 07-1936**

Released: April 30, 2007

*In Reply Refer to:*

1800B3-TSN

Signature Broadcasting, Inc.  
1221 Azalea Court  
Columbus, GA 31906

Davis Broadcasting, Inc. of Columbus  
P.O. Box 1998  
Columbus, GA 31902

In re: **Signature Broadcasting, Inc.**  
Cusseta, Georgia  
Facility ID No. 60372  
File No. BPH-19930701ME

**Application for New FM Station  
Construction Permit**

**Petition for Reconsideration**

Dear Applicant and Petitioner:

We have before us the above-referenced application ("Application") filed by Signature Broadcasting, Inc. ("Signature") for a new FM broadcast station at Cusseta, Georgia. We also have before us a Petition for Reconsideration ("Signature Petition"), filed by Signature on February 28, 2005, seeking reconsideration of the Media Bureau's February 8, 2005, dismissal of the Application. Also before us is a Petition to Deny the Application ("Davis Petition") filed April 30, 2003, by Davis Broadcasting Inc. of Columbus ("Davis"). For the reasons set forth below, we deny the Petition and reinstate and grant the Application.

**Background.** The Application was filed by Signature on July 1, 1993, and was mutually exclusive with another application, also proposing a new FM station at Cusseta, filed by Cusseta Broadcasting Corporation ("CBC").<sup>1</sup> Before the applicants could be designated for a comparative hearing, the applications were frozen.<sup>2</sup> Both remaining Cusseta applications were then processed pursuant to the Commission's competitive bidding procedures for broadcast services. The broadcast auction in which most of the pending frozen mutually exclusive broadcast applicants could participate

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<sup>1</sup> CBC's application was assigned File No. BPH-19930701MG. The application of a third applicant, Gray Communications, was dismissed February 4, 1994, for failure to pay the required hearing fee. The applications were filed pursuant to a window that opened on June 1, 1993, and closed on July 1, 1993. *Cusseta, Georgia*, Report and Order, 8 FCC Rcd 2564 (MMB 1993).

<sup>2</sup> See *FCC Freezes Comparative Proceedings*, Public Notice, 9 FCC Rcd 1055 (1994) ("Freeze Public Notice").

was deemed a “closed” auction, because Congress limited participation to those filing applications before July 1, 1997.<sup>3</sup>

Prior to the closed broadcast auction, and pursuant to Congressional mandate, the Commission relaxed the restrictions on settling pending broadcast applications effective during a limited “window” period from August 5, 1997, to February 1, 1998 (“Settlement Window”).<sup>4</sup> During the Settlement Window, parties could settle with other applicants in their mutually exclusive groups (“MX Groups”) without the proscriptions on such settlements set forth in Commission rules and policies, such as the prohibition on so-called “white knight” settlements, involving the award of a permit to a non-applicant third party to effect a full-market settlement.<sup>5</sup>

CBC’s stock was originally owned by Walter Rosso (“Rosso”) and Patrick Araguel (“Araguel”), each a 50 percent shareholder. During the Settlement Window, CBC acquired Rosso’s stock, and Araguel, now CBC’s sole shareholder, granted a ten-year option on his shares to Alan M. Woodall (“Woodall”) and his wife (collectively “the Woodalls”).<sup>6</sup> Woodall was the 100 percent shareholder of Solar Broadcasting Co., Inc. (“Solar”), then-licensee of Stations WDAK(AM), Columbus, Georgia, and WSTH-FM, Alexander City, Alabama.

Also, during the Settlement Window, Woodall attempted to negotiate a settlement with Signature, which would have enabled him to act as a “white knight” in the Cusseta MX Group.<sup>7</sup> Instead, however, on January 23, 1998, Signature entered into a Memorandum of Understanding (“Signature MOU”) with Cumulus Licensing Corp. (“Cumulus”), granting Cumulus an option on the assets of the proposed Cusseta station, including all Commission authorizations, exercisable after the station begins broadcasting and for one year thereafter, for a fee of \$250,000.<sup>8</sup> Despite arriving at separate arrangements with third parties during the Settlement Window, CBC and Signature did not reach a settlement agreement with each other by February 1, 1998. Thus, as of the end of the Settlement Window, CBC’s and Signature’s applications remained pending and were still considered mutually exclusive.

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<sup>3</sup> See 47 U.S.C. §309(l)(2). See also *Implementation of Section 309(j) of the Communications Act – Competitive Bidding for Commercial Broadcast and Instructional Television Fixed Service Licenses*, First Report and Order (“*Broadcast First Report and Order*”), 13 FCC Rcd 15920, 15942-43 (1998), *recon. denied*, 14 FCC Rcd 8724, *modified*, 14 FCC Rcd 12541 (1999).

<sup>4</sup> 47 U.S.C. §309(l)(3); *Broadcast First Report and Order*, 13 FCC Rcd at 15947.

<sup>5</sup> See *Rebecca Radio of Marco*, Memorandum Opinion and Order, 5 FCC Rcd 937 (1990) (“*Rebecca Radio*”). A “white knight” settlement is one in which all competing applicants agree to dismiss their applications, and are replaced by a third party that had not filed a conflicting application.

<sup>6</sup> The facts surrounding CBC’s ownership and stock option arrangements are described in greater detail in *Letter to Davis Broadcasting, Inc., Cusseta Broadcasting Corporation, Cumulus Broadcasting Corporation, and Signature Broadcasting, Inc.*, Ref. No. 1800B3-TSN (MMB Mar. 14, 2003) (“CBC Dismissal Letter”).

<sup>7</sup> CBC Request for Dismissal of Application (“CBC Request”), filed Aug. 16, 1999, at 4.

<sup>8</sup> The Signature MOU also contains provisions regarding the acquisition of equipment for the Cusseta station by Cumulus, to be leased to Signature, for a loan of working capital from Cumulus to Signature, and contemplating that Cumulus and Signature would enter into a Time Brokerage Agreement for the Cusseta station.

During 1998, Woodall's company Solar attempted to sell its stations, WDAK(AM) and WSTH-FM, and as part of the proposed sale, offered its future interest in CBC's pending Cusseta application.<sup>9</sup> On December 17, 1998, Solar entered into an Asset Purchase Agreement ("Solar-Cumulus APA") with Cumulus, under which Cumulus agreed to pay \$3 million for the assets of stations WDAK(AM) and WSTH-FM.<sup>10</sup> Pursuant to the Solar-Cumulus APA, as a condition precedent to closing, CBC was to "have dismissed that certain application dated as of June 30, 1993 for a new FM station on Channel 279 in Cusseta [sic], Georgia."<sup>11</sup>

On January 8, 1999, pursuant to the Solar-Cumulus APA, the Woodalls exercised their option to purchase the CBC stock from Araguél. Solar and Cumulus filed an application for consent to assign the licenses of stations WDAK(AM) and WSTH-FM on February 4, 1999.<sup>12</sup> On August 13, 1999, CBC filed its Request for Dismissal, and MX Group FM 28 (consisting of CBC's and Signature's Cusseta applications) was subsequently removed from the Auction No. 25 inventory.<sup>13</sup> The assignment applications were dismissed by the Commission, at Cumulus's request, on March 19, 2002.<sup>14</sup> The staff dismissed the CBC Cusseta application by letter dated March 14, 2003.<sup>15</sup>

Cumulus subsequently assigned its interest in the Signature MOU to Clear Channel Broadcasting, Inc. ("Clear Channel"), which held attributable interests in eight stations in the Columbus, Georgia Arbitron Metro ("Columbus Metro"). In its 2002 Biennial Regulatory Review Order, the Commission changed the definition of a radio market for purposes of applying the radio multiple ownership rule.<sup>16</sup> On

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<sup>9</sup> Davis Opposition to CBC Request, filed Aug. 26, 1999, at 4. Among the parties to which Woodall offered to sell the Solar stations was Davis. Declaration of Allen M. Woodall, Jr. (Exhibit 5 to CBC Request), seventh unnumbered paragraph.

<sup>10</sup> Cumulus and Solar simultaneously executed a Local Marketing Agreement ("LMA") for the two Solar stations, pursuant to which Cumulus made an upfront payment of \$1.5 million to Solar. In a Cumulus News Release dated December 21, 1998, Cumulus announced that it "is purchasing WSTH-FM and WDAK-AM from Solar Communications Co., Inc. for \$4.5 million."

<sup>11</sup> Solar-Cumulus APA, Section 5a(xi).

<sup>12</sup> File Nos. BAL-19990204EB and BALH-19990204EC. Pursuant to Cumulus's December 6, 2001, request, the applications were dismissed by the Commission on March 19, 2002.

<sup>13</sup> *Notice of Receipt of Broadcast Settlement Agreements and Removal of Applications From Closed Broadcast Auction*, Public Notice, Report No. 24557A (MMB rel. Aug. 25, 1999). The Cusseta MX Group was one of five MX Groups removed from the auction due to requests for dismissal.

<sup>14</sup> *Solar Broadcasting Company, Inc.*, Memorandum Opinion and Order, 17 FCC Rcd 5467, 5490-92 (2002) ("*Solar Broadcasting*"), *aff'd sub nom, Davis Broadcasting, Inc. v. F.C.C.*, No. 02-1109 (D.C. Cir. May 16, 2003). While the Commission granted Cumulus's request to dismiss the applications, it nonetheless addressed character qualification issues raised by Davis in its Petition to Deny the assignment applications.

<sup>15</sup> See *supra* note 7. Davis filed a "Contingent Application for Review" of this decision. The Contingent Application for Review is still pending before the Commission.

<sup>16</sup> See *2002 Biennial Regulatory Review – Review of the Commission's Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996*, Report and Order and Notice of Proposed Rulemaking, 18 FCC Rcd 13620, 13808 (2003) ("*2002 Biennial Review Order*"), *aff'd in part and remanded in part, Prometheus Radio Project, et al. v. F.C.C.*, 373 F.3d 372 (3d Cir. 2004). See also 47 C.F.R. § 73.3555(a).

February 8, 2005, the Media Bureau (the “Bureau”) dismissed Signature’s Application for its failure to amend the Application to demonstrate compliance with the new radio market definition.<sup>17</sup> Signature filed the Signature Petition, seeking reconsideration of the dismissal, on February 28, 2005, along with an amended Application in which it claimed to have no other attributable interests in radio stations in the Columbus Metro. In Comments filed in response to the Signature Petition, Davis noted that, under the new market definition, Clear Channel held attributable interests in more radio stations in the Columbus Metro than permitted under the rule, although it was allowed to retain the stations in which it held attributable interests prior to the change in radio market definition. Davis also alleged that, by virtue of the MOU, Clear Channel held an attributable interest in the Signature Cusseta Application, and that grant of the Application would lead to a violation of the radio multiple ownership rule by Clear Channel.

Because the amount paid to Signature for the option could, under the Commission’s “equity-debt plus” rule, cause the new Cusseta facility (which would also be located in the Columbus Metro) to be attributed to option holder Clear Channel,<sup>18</sup> on October 7, 2005, the staff sent an inquiry letter to Signature seeking information about its assets and debt.<sup>19</sup> The staff sent a second inquiry letter to Signature on May 22, 2006, following Signature’s December 22, 2005, response to the first inquiry letter.<sup>20</sup> Signature responded to the second inquiry letter on June 12, 2006. In its two responses, Signature disclosed that Clear Channel had assigned its option to acquire the Cusseta station under the Signature MOU to a third party, River City Broadcasting, LLC (“River City”), which held no attributable interests in broadcast or media properties in the Columbus Metro. On August 4, 2006, Davis submitted further comments (“Davis August Comments”), providing no new evidence but questioning Signature’s responses to the inquiry letters, and urging further Commission inquiry. Signature responded to the Davis August Comments on August 31, 2006.

**Discussion.** *Signature Petition / Davis Petition.* In January and February 2005, the Bureau dismissed several pending applications due to the applicants’ failure to amend to demonstrate compliance with the Commission’s new radio market definition.<sup>21</sup> The Bureau’s practice has been to reinstate such applications, *nunc pro tunc*, upon the filing of a petition for reconsideration of the dismissal, if accompanied by an amendment showing such compliance. Because Signature filed such an amendment with its Petition, we grant the Signature Petition and reinstate the Application *nunc pro tunc*. We next address the Davis Petition, the allegations of which were prompted in part by Signature’s amended Application.

The bulk of the Davis Petition consists of its incorporating allegations from pleadings filed in other proceedings involving Cumulus and Signature’s dealings in the Columbus Metro.<sup>22</sup> Davis concedes

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<sup>17</sup> See *Broadcast Actions*, Public Notice, Report No. 45917 (MB Feb. 8, 2005).

<sup>18</sup> See *Review of the Commission’s Regulations Governing Attribution of Broadcast and Cable/MDS Interests*, Memorandum Opinion and Order on Reconsideration, 16 FCC Rcd 1097, 1112 (2001) (“*Attribution MO&O*”). See also 47 C.F.R. § 73.3555, Note 2(e).

<sup>19</sup> *Letter to Harry C. Martin, Esq. and Howard A. Topel, Esq.*, Ref. No. 1800B3-TSN (MB Oct. 7, 2005).

<sup>20</sup> *Letter to Signature Broadcasting, Ltd.*, Ref. No. 1800B3-TSN (MB May 22, 2006).

<sup>21</sup> See *supra* note 17. See also *Media Bureau Announces Dismissal of Unamended Form 301, 314, and 315 AM and FM Applications*, Public Notice, 20 FCC Rcd 1611 (MB 2005).

<sup>22</sup> Davis does not specify in its Petition exactly which pleadings it references. However, based on the Commission’s footnotes in *Solar Broadcasting*, we assume Davis references the following pleadings: Petition to Deny File Nos.

that the Commission, in its *Solar Broadcasting* decision, rejected its allegation that Cumulus was the real party in interest behind Signature's application.<sup>23</sup> Davis states that "[r]eversal by the Court on the questions of whether Cumulus became the real-party-in-interest to Signature's Application and/or abused Congressional and Commission settlement processes and policies will bear directly on Signature's qualifications here, since Signature itself participated with Cumulus in the agreements and transactions involved."<sup>24</sup> However, the court subsequently affirmed the Commission's decision and its rejection of Davis's real party in interest allegations.<sup>25</sup> Thus, the *Solar Broadcasting* case provides no basis for grant of the Davis Petition.

We likewise find that Davis, in the Davis August Comments, raises no substantial and material question of fact regarding the real party in interest issue. In the Davis August Comments, Davis urges that we make further inquiries of Signature regarding, *inter alia*, its financing, operating plans, and intentions.<sup>26</sup> Davis's suggested inquiries would go far beyond what is required of applicants filing Form 301, and Davis provides no further evidence warranting such inquiry, relying instead on suspicions and accusations stemming from Signature's disclosures. Based on those disclosures and the record before us, we find no substantial and material question of fact warranting such further inquiry as Davis requests.<sup>27</sup>

Davis also argues that, independent of the outcome in *Solar Broadcasting*, Cumulus's payment of \$250,000 for an option to purchase the to-be-built Signature station at Cusseta precludes grant of the Signature Application. It bases this argument primarily on an interpretation of the Commission's decision in *Kimler Broadcasting, Inc.*<sup>28</sup> In *Kimler*, the Commission approved a settlement agreement among three mutually exclusive applicants in a closed auction group. However, the settlement was approved only after the settling parties terminated a Purchase Option Agreement with a third party non-applicant, included in the settlement as originally filed, to which option the then-Mass Media Bureau objected. Davis contends this case supports its contention that Cumulus (or its successor in interest, Clear Channel) is an impermissible real party in interest to the Signature Application.

We disagree. Although *Kimler* involved a proposed option granted to a third party non-applicant, the Mass Media Bureau's objection thereto was based on the fact that, in *Kimler*, the Purchase Option Agreement was included as a fundamental component of the Joint Petition for Approval of Agreement

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BAL/BALH-19990204EB-EC ("Solar Applications"), filed April 7, 1999; Petition for Order to Terminate Local Marketing Agreement and Request for Expedited Action in connection with the Solar Applications, filed Aug. 16, 1999; Petition to Deny Assignment Applications, to Terminate Local Marketing Agreement and for Other Relief with regard to the Solar Applications, filed Sept. 11, 2000; and Petition to Deny Assignment Applications, to Terminate Local Marketing Agreement and for Other Relief with regard to the Solar Applications and File Nos. BAL/BALH-20000728ACS-ACX, filed Sept. 14, 2000. See *Solar Broadcasting*, 17 FCC Rcd at 5471 nn.20, 22-23.

<sup>23</sup> See *supra* note 15.

<sup>24</sup> Petition at 3.

<sup>25</sup> See *Davis Broadcasting, Inc. v. F.C.C.*, No. 02-1109 (D.C. Cir. May 16, 2003).

<sup>26</sup> Davis August Comments at 6.

<sup>27</sup> See *Garrett, Andrews & Letizia, Inc.*, Decision, 86 FCC2d 1172 (Rev. Bd. 1981); *RKO General, Inc.*, Decision, 89 FCC2d 297 (1982).

<sup>28</sup> *Kimler Broadcasting, Inc.*, Order, 15 FCC Rcd 7083 (1999).

and Dismissal of Applicants, filed on May 5, 1999, well after the Settlement Window had closed. Thus, the Bureau viewed the option as an attempt to circumvent both the general prohibition against “white knight” settlements<sup>29</sup> and Section 73.3525 of the Commission’s Rules,<sup>30</sup> both of which were in effect at the time the parties filed the settlement. Here, as noted in the CBC Dismissal Letter, the option agreement between Cumulus and Signature, as reflected in the Signature MOU, was not a settlement agreement to remove an application conflict, nor was it part of such a settlement agreement. Thus, Signature and Cumulus were not bound by the reimbursement restrictions of Section 73.3525. Likewise, the option does not reflect a “white knight” situation in which an application conflict is resolved by a third party’s substitution for the conflicting applicants and being awarded the construction permit. We therefore find that *Kimler* is inapposite, inasmuch as it does not stand for the proposition that option agreements are *per se* prohibited. Davis’s concerns therefore do not justify denying the Signature Application.

*Multiple Ownership Concerns.* As discussed above, a question arose with regard to whether Clear Channel’s assumption of Cumulus’s rights to acquire the Cusseta station under the Signature MOU would preclude award of the construction permit to Signature, because the amount paid for the option might cause the permit to be attributed to Clear Channel under the equity-debt plus rule, thus causing grant of the application to violate the radio multiple ownership rule.<sup>31</sup> In response to staff inquiry letters, Signature produced responses and documents showing that Clear Channel had assigned its rights under the Signature MOU to River City. Neither River City nor its sole principal has any attributable interests in broadcast stations in the Columbus Metro.

In the Davis August Comments, Davis urges that we further inquire as to the details of the arrangements among Signature, Clear Channel, and River City. In particular, Davis requests further scrutiny of an Agreement dated December 22, 2005, between Clear Channel and River City (“December 2005 Agreement”), executed concurrently with River City’s assumption of the Signature MOU from Clear Channel. In the December 2005 Agreement, River City agrees that if it exercises the option to acquire Signature’s Cusseta construction permit or license, it will not only pay the \$300,000 price for exercise of the option under the MOU, but will also pay Clear Channel \$900,000 to purchase a 37-acre parcel of real property near Cusseta currently owned by Clear Channel (the “Cusseta Property”). River City further agrees to allow Clear Channel to construct a tower and transmitter building on the parcel, and to occupy the property rent-free for ten years. Davis argues that any part of the \$900,000 purchase price for the parcel over and above its fair market value represents “payment for the appreciated equity value of Signature’s application and authorizations,”<sup>32</sup> and contends that any such amount must be applied under the equity-debt plus formula to determine whether Clear Channel must be attributed with an interest in Signature’s Cusseta construction permit.

In making this assertion, Davis misconstrues the policy underlying the equity-debt plus rule, as well as the Commission’s definition of what constitutes a financial interest under that rule. The equity-debt plus rule was established to identify those interests in or relationships with licensees that “confer on their holders a degree of influence or control such that the holders have a realistic potential to affect the

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<sup>29</sup> See *Rebecca Radio*, 5 FCC Rcd at 937-38.

<sup>30</sup> 47 C.F.R. § 73.3525.

<sup>31</sup> See *supra* note 16.

<sup>32</sup> Davis August Comments at 4.

programming decisions of licensees or other core operating functions.”<sup>33</sup> In defining those interests, the Commission determined that equity or debt interests held by certain parties, and totaling more than 33 percent of a licensee’s “total asset value,” were likely to confer such influence or control, and thus would be attributable.<sup>34</sup> The Commission further set out specific definitions of those terms: “total asset value” equals the total of equity plus debt of an applicant, permittee, or licensee; “equity” means all stock (whether common or preferred, voting or nonvoting) or equity held by insulated limited partners; and “debt” includes all short- or long-term liabilities.<sup>35</sup> Other payments or financial interests thus do not confer the requisite degree of influence or control to warrant attribution. Davis fails to show how Clear Channel’s proposed future sale of real property to River City, even at a premium price, would give Clear Channel control over Signature. The documents produced disclose no Clear Channel investment in Signature – Clear Channel would not own stock or other equity in Signature – nor do they disclose any debt interests in Signature (which Signature would have to disclose) held or to be held by Clear Channel. The documents produced disclose only a related but separate real property transaction between Clear Channel and River City for cash, without any concomitant investment in, or loan to, Signature. The only attributable interest in Signature held by Clear Channel was the \$250,000 payment made by Cumulus to Signature upon execution of the Signature MOU, which was attributed to Clear Channel when it assumed the Signature MOU, and thence to River City upon its assumption of the Signature MOU.<sup>36</sup> Davis’s attempt to attribute an interest in Signature to Clear Channel, based upon the transactions disclosed, goes beyond the scope of the “equity” and “debt” definitions and must therefore fail.

We note, however, that under the December 2005 Agreement, River City had until December 22, 2006 (absent any subsequently agreed extension) by which to exercise the option to acquire Signature’s Cusseta construction permit.<sup>37</sup> After that date, either party may terminate the Agreement and rescind the MOU assignment, and upon default, the non-defaulting party may also terminate and rescind.<sup>38</sup> The

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<sup>33</sup> *Review of the Commission’s Regulations Governing Attribution of Broadcast and Cable/MDS Interests*, Report and Order, 14 FCC Rcd 12559, 12560 (1999) (“*Attribution R&O*”), *recon. granted in part and denied in part, Attribution MO&O*, 16 FCC Rcd 1097 (2001).

<sup>34</sup> *Id.* at 12579. Only such interests held by major program suppliers, including networks and inter-market time brokers, supplying over 15 percent of a station’s total weekly broadcast programming hours, or a same-market media entity subject to the broadcast multiple ownership rules, are attributed under the equity-debt plus rule. *See also* Note 2(i) to 47 C.F.R. § 73.3555.

<sup>35</sup> *Attribution R&O*, 14 FCC Rcd at 12579 (1999).

<sup>36</sup> *See Attribution MO&O*, 16 FCC Rcd at 1112 (amount of consideration paid for an option or warrant is included in determining whether the option or warrant holder’s interest is attributable under equity-debt plus rule).

<sup>37</sup> In a letter dated December 18, 2006, Clear Channel and River City agreed to extend this date to December 22, 2007.

<sup>38</sup> We note that the original Signature MOU called for the option to be exercisable “any time after the [Cusseta station] begins broadcasting, but in any event no later than one (1) year from the date the Station commences broadcasting.” Signature MOU, para. 3. The December 2005 Agreement includes a provision requiring River City, in the event it exercises the option, to purchase from Clear Channel a parcel of land upon which it “may construct a tower . . . to be used in the operation of a new FM radio station in Cusseta, Georgia with FCC Facility ID No. 60372.” Exhibit B to December 2005 Agreement. This appears to contemplate that the option will be exercised before the Cusseta station begins operation under program test authority. While this does not comport with the terms of the Signature MOU, assignment of the construction permit prior to construction does not violate Commission Rules or policy. Absent such a violation, the Commission will not interfere in private contractual matters. *See Metromedia Company*, Memorandum Opinion and Order, 3 FCC Rcd 595, 595 (1988). Thus, any

Commission will review any proposed assignment of the Signature Cusseta construction permit, and at that time any interests in Signature held by Clear Channel may be re-examined for compliance with the ownership rules if the record necessitates such further review. However, further assignment of the option on the Cusseta permit under the Signature MOU would not trigger such review. Thus, while we find that River City's holding the unexercised option does not implicate our multiple ownership rules, and thus provides no impediment to grant of the Application, reversion of the option to Clear Channel, or assignment to yet another party, may do so. For this reason, grant of the Application is conditioned upon immediate disclosure of any further assignment, re-assignment, or reversion of rights of or under the Signature MOU, so that we may determine whether such action results in violation of our Rules.

*Signature's Qualifications.* Although Davis has made numerous allegations concerning various parties and transactions in the Columbus Metro, including Cumulus, CBC, Solar, and Woodall, it has not raised a substantial and material question of fact concerning Signature's or its principals' qualifications as a Commission licensee. For example, in the Davis August Comments Davis accuses River City and Clear Channel of misrepresentations and lack of candor, but these are based on supposition and characterizations of business dealings rather than facts. They do not suffice to raise substantial and material questions of fact that would necessitate denial of Signature's Application. We find, therefore, based on the record before us, that Signature is fully qualified to be a Commission licensee and that grant of the Application would be in the public interest, convenience, and necessity.

**Conclusion.** For the foregoing reasons, the application of Signature Broadcasting, Inc., for a new FM construction permit at Cusseta, Georgia (File No. BPH-19930701ME) IS REINSTATED NUNC PRO TUNC. The Petition to Deny filed by Davis Broadcasting, Inc. of Columbus IS DENIED. The above-referenced application of Signature Broadcasting, Inc., for a new FM construction permit at Cusseta, Georgia, IS GRANTED, as conditioned herein.

Sincerely,

Peter H. Doyle  
Chief, Audio Division  
Media Bureau

cc: Harry C. Martin, Esq., Counsel for Signature Broadcasting, Ltd.  
Howard A. Topel, Esq., Counsel for Davis Broadcasting, Inc. of Columbus  
Matthew H. McCormick, Esq., Counsel for River City Broadcasting, LLC

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arguable contradiction between the terms of the Signature MOU and those of the December 2005 Agreement is to be resolved by the parties.