

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554**

In Re Auction 99 Short-Form MX Group	)	
No. 59	)	
	)	
Applications of	)	
	)	
<b>Mielke Broadcasting Group</b>	)	
	)	
For	)	
New FM Translator on Channel 282 at	)	File No. BNPFT-20170731ACQ
Eugene, Oregon (Facility ID No. 200049)	)	
	)	
	)	
<b>Iglesia De Cristo Ministerios Llamada Final Inc.</b>	)	
	)	
For	)	
New FM Translator on Channel 282 at	)	FCC File No. BNPFT-20170731ADU
Junction City, Oregon (Facility ID No. 201016)	)	
	)	

To: Office of the Secretary  
Attn: Chief, Audio Division, Media Bureau

**JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT**

Mielke Broadcasting Group (“MBG”) and Iglesia De Cristo Ministerios Llamada Final, Inc. (“ICMLF”), by their respective attorneys, pursuant to Section 73.3525(a) of the Commission's rules and *Settlement Period Announced for Cross-Service FM Translator Mutually Exclusive Applications for Auction 99*, Public Notice, DA 17-935, released September 28, 2017 (the “*Public Notice*”), hereby request Commission approval of the attached Settlement Agreement. The Settlement Agreement will result in the elimination of the mutual exclusivity between the two applications comprising Auction 99 MX Group No. 59. The parties propose dismissal of ICMLF’s

application with the result that the remaining application in MX Group No. 59 will become singleton.

MBG and ICMLF jointly request that the Commission:

- Grant this Joint Request for Approval of Settlement Agreement (“Joint Request”) and approve the attached Settlement Agreement; and
- Announce a window for the filing of the long-form application of MBG.

In support of this Joint Request, the following is submitted:

1. Attached to this Joint Request is a copy of the Settlement Agreement by and between MBG and ICMLF, reciting the above-requested actions and detailing the consideration being exchanged. As the monetary consideration for the dismissal of ICMLF’s application is limited to reimbursement of ICMLF’s expenses up to a maximum amount of \$5,000.00, the Settlement Agreement is in compliance with the requirements of Section 73.3525(a) of the Commission's Rules and the *Public Notice*.<sup>1</sup> Attached hereto is the declaration of ICMLF’s counsel verifying the legal fees incurred in the preparation and prosecution of its application. Documentation of the engineering fees and other expenses ICMLF incurred in connection with the preparation and presentation of its application will be submitted as a supplement hereto.

2. In Section 12 of the Settlement Agreement, each of the parties declares under penalty of perjury, as required by Section 73.3525(a) of the Commission's rules, that: none of its filings were filed for the purpose of carrying out a settlement agreement; neither party has paid, promised to pay, nor received or been promised the receipt of any consideration in connection with the Settlement Agreement except as specifically set forth in the Settlement Agreement; and the FCC's

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<sup>1</sup> Under the Settlement Agreement between MBG and ICMLF, MBG also will assist ICMLF in certain fundraising efforts for its Station KXOR(AM) and provide technical advice to help improve KXOR’s coverage with its present facilities.

approval of the Settlement Agreement would be in the public interest as it would allow for the prospect of a prompt initiation of service to the public from new FM translator stations.

3. MBG and ICMLF submit that a grant of this Joint Request would serve the public interest by conserving the resources of parties and the Commission, facilitating the resolution of MX Group No. 59, and expediting the initiation of new FM translator broadcast service to Junction City, Oregon. Accordingly, grant of this Joint Request is respectfully requested.

WHEREFORE, for the reasons above, MBG and ICMLF respectfully request GRANT of this Joint Request; upon dismissal of ICMLF's short-form application, DESIGNATION of the remaining application in MX Group No. 59 as singleton, and OPENING of a filing window for the long-form application of MBG.

Respectfully submitted,

**MIELKE BROADCASTING GROUP**

By: 

Matthew H. McCormick, Esq.  
Its Attorney  
Fletcher, Heald & Hildreth, PLC  
1300 North 17th Street, 11th Floor  
Arlington, Virginia 22209

**IGLESIA DE CRISTO MINISTERIOS LLAMADA  
FINAL, INC.**

By: 

Francisco R. Montero, Esq.  
Its Attorney  
Fletcher, Heald & Hildreth, PLC  
1300 North 17th Street, 11th Floor  
Arlington, Virginia 22209

Date: November 29, 2017

**SETTLEMENT AGREEMENT**  
**MX Group No. 59**

**THIS SETTLEMENT AGREEMENT** (this “Agreement”) is made as of November 29, 2017, by and between Mielke Broadcasting Group (“MBG”), and Iglesia De Cristo Ministerios Llamada Final, Inc. (“ICMLF”). MBG and ICMLF are sometimes referred to herein individually as a “Party” and together as the “Parties”.

**WHEREAS**, MBG has pending before the Federal Communications Commission (“FCC” or the “Commission”) the following Auction 99 short-form application for a new FM Translator station at Eugene, Oregon: File No. BNPFT-20170731ACQ;

**WHEREAS**, ICMLF has pending before the FCC the following Auction 99 short-form application for a new FM Translator station at Junction City, Oregon: File No. BNPFT-20170731ADU);

**WHEREAS**, the FCC has determined that the above referenced short-form applications are mutually exclusive with each other and have identified the applications as MX Group No. 59;

**WHEREAS**, the Parties desire to enter into this Settlement Agreement pursuant to which ICMLF will dismiss its short-form application;

**WHEREAS**, the Parties believe that the settlement set forth herein will serve the public interest because it will resolve the current mutual exclusivity between the MBG and ICMLF short-form applications; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants made herein, the Parties hereby agree as follow:

1. Plan of Action.

a) ICMLF will dismiss its short-form application in exchange for a reimbursement of its reasonable expenses up to a maximum amount of \$5,000.00.

b) In support of ICMLF's non-profit Station KXOR (AM), MBG will assist and coach ICMLF in the (i) preparation of a grant proposal or a similar proposal to raise funds from corporate entities or other sources and (ii) development of an underwriting marketing program. Such assistance and coaching will be provided through the completion of the projects referenced above.

c) For a period of two years, MBC will provide technical advice to help ICMLF improve KXOR's coverage with its present facilities. MDG, however, will have no obligation to provide additional equipment to ICMLF.

2. FCC Approval. The Parties agree to prepare and submit to the FCC, no later than November 29, 2017, a Joint Request for Approval of Settlement Agreement (a "Joint Request"), pursuant to Section 311(c) of the Communications Act of 1934, as amended, and Section 73.3525 of the FCC's rules, seeking (a) the FCC's approval of this Agreement; and (b) dismissal of ICMLF's short-form application.

3. Consideration. Other than as set forth herein, no consideration shall be paid for the dismissal of ICMLF's short-form application.

4. Cooperation. The Parties agree to proceed in good faith and cooperate with each other and with the FCC to carry out and effectuate the terms of this Agreement, including by expeditiously providing to each other or the FCC any and all additional information that may be reasonably required, and by expeditiously filing any additional documents that may be necessary or appropriate to comply with the FCC's rules or to effectuate the objectives of this Agreement. Neither Party shall take any action that is contrary to the terms of this Agreement or the transactions contemplated herein, including the FCC's grant of the Joint Request. If the FCC refuses to approve the Joint Request, the Parties shall examine the FCC's objections and will timely make individual

and joint good faith efforts to resolve all objections in a manner which reflects as closely as possible the intentions of the Parties as set forth herein.

5. Representations. Each Party affirmatively represents as follows:

a) It has the ability and legal authority to perform its obligations hereunder, and is under no restrictions or limitations (contractual, governmental or otherwise) which prevent or preclude it from entering into this Agreement and performing its obligations hereunder;

b) The performance of its obligations under this Agreement will not violate any law, organizational document, or any agreement to which it is a party, and will not breach or cause it to breach or come into default under any contract, agreement or other understanding to which it is a party. The person signing this Agreement on its behalf has the authority to bind the Party to the obligations set forth herein.

c) It will not take any action, or fail to take any required action that has the effect of hindering the consummation of the transactions contemplated in this Agreement, including the FCC's approval of the Joint Request.

6. Breach. The Parties agree that the rights granted to each other under this Agreement are unique and that a Party may not be fully compensated by monetary damages in the event of a material breach by the other Party. Therefore, the Parties agree that in the event a Party is in default under this Agreement, or refuses to cooperate in seeking to effectuate this Agreement, the other Party shall have available to it all remedies to which they are entitled under law or at equity, including any and all rights to the remedy of specific performance. A Party successful in prosecuting or defending a suit for damages as a result of an alleged breach of the terms of this Agreement shall be entitled to receive from the non-prevailing Party the prevailing Party's reasonable attorneys' fees and expenses, if so awarded by a court.

7. Notices. Any notice required hereunder shall be in writing and shall be deemed given three business days after being sent by certified mail (postage prepaid, return receipt requested) to the following:

If to MBG:

Mielke Broadcasting Group  
1142 Willagillespie, Unit 28  
Eugene, Oregon 40889  
Attention: John Mielke, President

If to ICMLF:

Iglesia De Cristo Ministerios Llamada Final, Inc.  
12145 Woodruff Ave.  
Downey, CA 90241  
Attention: Otto R. Azurdia, President

or to such other address as a Party may specify in a notice provided in accordance with the provisions of this paragraph.

8. Entire Agreement. This Agreement embodies the entire understanding between the Parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof.

9. Assignment and Amendment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns. No alteration, amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Parties, and any waiver shall be effective only for the purpose for which it is given.

10. Counterparts and Facsimile Signatures. This Agreement may be signed in counterparts with the same effect as if the signature of each such counterpart were upon the same instrument, and each executed copy shall be an original for all purposes without accounting for the other copies.

Facsimile or electronic copies of any signature on this Agreement shall be deemed and treated as if the facsimile or electronic signature is an original signature.

11. Interpretation. This Agreement shall be construed in accordance with and under the laws of the State of Oregon, without regard to principles of conflicts of laws, and as applicable, the rules of the FCC and the Communications Act of 1934, as amended.

12. Compliance with Section 73.3525 of the FCC's Rules. By executing this Agreement the Parties each certify in their individual capacity, under penalty of perjury, as follows:

(a) Neither it nor any of its principals have received, will receive, have paid or promised to pay any consideration for its obligations under this Agreement other than as set forth in this Agreement.

(b) This Agreement contains all the terms of the proposed agreement between the Parties and accurately and completely sets forth the agreements and obligations of the Parties.

(c) The Parties did not file their short-form applications for the purpose of reaching or carrying out a settlement.

(d) The FCC's approval of this Agreement will serve the public interest by conserving the resources of the Parties and the FCC, and expediting the inauguration of a new FM translator service at Eugene, Oregon.

[THE NEXT PAGE IS THE SIGNATURE PAGE]



**Signature Page to Settlement Agreement**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**MIELKE BROADCASTING GROUP**

By: John S. Mielke  
Name: John Mielke  
Title: Co-Owner

**IGLESIA DE CRISTO MINISTERIOS LLAMADA FINAL,  
INC.**

By: \_\_\_\_\_  
Name: Otto R. Azurdia  
Title: President

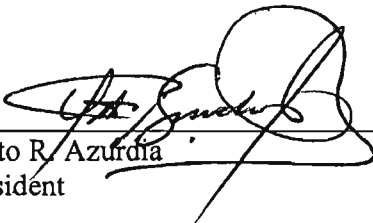
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Name: John Mielke  
Title: Co-Owner

**IGLESIA DE CRISTO MINISTERIOS LLAMADA FINAL,  
INC.**

By:  \_\_\_\_\_  
Name: Otto R. Azurdia  
Title: President

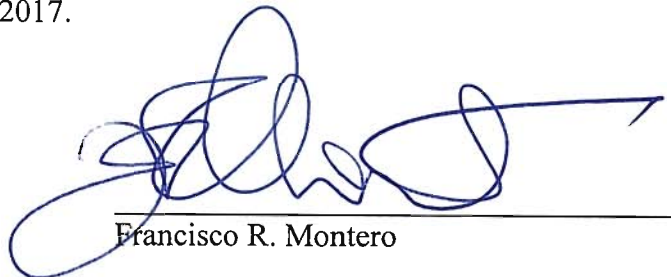
**Declaration of**  
**Francisco R. Montero**

I, Francisco R. Montero, hereby declare under penalty of perjury that the following is true and correct.

I am a Member of the law firm Fletcher, Heald & Hildreth, P.L.C. (“FHH”), which has served as the communications counsel for Iglesia De Cristo Ministerios Llamada Final, Inc. (“ICMLF”) in connection with its short-form application for a new FM Translator Station to operate on Channel 282 at Junction City, Oregon – FCC File No. BNPFT-20170731ADU.

In connection with the preparation and prosecution of that short-form application, ICMLF incurred legal fees and expenses in the amount of \$2,812.50. All fees were charged at or below FHH’s ordinary and customary rates.

Execute this 29<sup>th</sup> day of November, 2017.

  
\_\_\_\_\_  
Francisco R. Montero

**CERTIFICATE OF SERVICE**

I, Joan George, hereby certify that on this 29<sup>th</sup> day of November, 2017, a copy of the foregoing Joint Request for Approval of Settlement Agreement is being sent by email to the following:

James D. Bradshaw, Deputy Chief  
Audio Division  
Media Bureau  
Federal Communications Commission  
Email: james.bradshaw@fcc.gov

Lisa Scanlan, Deputy Division Chief  
Audio Division  
Media Bureau  
Federal Communications Commission  
Email: lisa.scanlan@fcc.gov

  
Joan George