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FLETCHER, HEALD & HILDRETH

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

In re Applications of)
)
D.T.V. LLC) Facility ID: 72278
WPHA-CD, Philadelphia, PA) BDISTA-20110315ABL
for Displacement to Channel 24)
)
ENGLE BROADCASTING) Facility ID: 19592
DWPSJ-CA, Hammonton, NJ)
for Reconsideration of Cancellation of License)
)
ENGLE BROADCASTING) Facility ID: 167543
WPSJ-LD, Hammonton, NJ) BDISDVL-
For Displacement to Channel 38)

RECEIVED - FCC

JAN 13 2012

Federal Communications Commission
Bureau / Office

To: Chief, Lower Power TV Branch
Video Division, Media Bureau

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

D.T.V. L.L.C. ("D.T.V.") and ENGLE BROADCASTING ("Engle") (hereinafter referred to collectively as "Applicants"), pursuant to Section 73.3525 of the Rules and Regulations of the Federal Communications Commission, hereby submit this joint request for approval of settlement agreement. In support whereof the following is stated:

1. The attached agreement (Exhibit 1) ("Agreement") will resolve multiple conflicts between D.T.V. and Engle by dismissing all relevant pending petitions to deny and will thus remove obstacles to the grant of all three applications and Engle's reconsideration request listed in the caption to this Joint Request. The end result will be operation of two stations as follows:

- a. Engle will operate WPSJ-LD as a Class A station on Channel 38 at Hammonton, NJ. This result will be achieved by reinstatement of Engle's license for DWPSJ-CA, grant of a new displacement application for WPSJ-LD to operate on Channel 38 rather than Channel 10 as currently authorized, and an election by Engle to

relinquish its analog license for WPSJ-CA and to continue operation by WPSJ-LD as a Class A station.

b. **DTV will operate WPHA-CD on Channel 24** at Philadelphia, PA, by displacement from Channel 38 pursuant to its currently pending application.

2. Engle Broadcasting hereby requests dismissal of its January 3, 2012 Petition to Deny filed against the pending D.T.V. LLC displacement application for WPHA-CD to move to Channel 24 and any related pleadings opposing grant of said displacement application.¹ Engle Broadcasting hereby supports grant of the WPHA-CD displacement application and consents to interference to WPSJ-CA (Ch. 24) from the WPHA-CD Ch. 24 displacement application consistent with the Agreement.

3. D.T.V. hereby requests dismissal of its May 2, 2011 “Reply to Opposition to Petition for Reconsideration” directed at Engle Broadcasting’s Petition for Reconsideration seeking reinstatement of its license for WPSJ-CA, and all related pleadings, including its April 15, 2011 Petition for Reconsideration of the grant of DWPSJ-CAs STA, File No. BSTA-20110314AAZ. D.T.V also supports grant of Engle Broadcasting’s pending Petition for Reconsideration for reinstatement of its license and the transfer of Engle’s Class A status from WPSJ-CA to WPSJ-LD consistent with the Agreement.

4. As a result of these dismissals, no petitions or other objections will remain pending against any of the applications and petitions listed in the caption.

5. Engle Broadcasting will expeditiously file an application to modify WPSJ-LD to specify displacement to and operation on Channel 38 in lieu of the Channel 10 displacement authorization that the FCC has previously granted to WPSJ-LD. D.T.V. consents to interference

¹ Dismissal includes Engle’s “Reply to Opposition to Petition for Reconsideration” filed May 2, 2011 and Engle’s earlier Petition to Deny filed April 20, 2011.

to WPHA-CD Ch. 38 from the WPSJ-CA Ch. 38 displacement application and supports the grant of said application and such other applications as may be deemed necessary to achieve the objectives of the parties to this Settlement, including the transfer of WPSJ-CAs Class A status to WPSJ-LD. Engle Broadcasting requests that WPSJ-CA's pending Class A license application (BLDTA-20110901AAT) be granted so as to transfer its Class A license from WPSJ-CA to WPSJ-LD with the understanding that WPSJ-LD will ultimately operate on Ch. 38.

6. Pursuant to Section 311 (c) (3) of the Communications Act of 1934, as amended, and Section 73.3525 (a) of the Commission's Rules, approval of a settlement agreement may be granted when (1) the agreement is consistent with the public interest; and (2) it is shown that no party to the agreement filed its application for the purpose of reaching or effectuating such agreement. *See, e.g., Texas Television, Inc.*, 52 RR 2d 1268 (Rev. Bd., 1982).

7. With regard to the first criterion, the Applicants have provided, under penalty of perjury, declarations (Exhibits 2 and 3) wherein they affirm that approval of the agreement will serve the public interest by facilitating improvement of the facilities of the respective stations. The first criterion, above, is therefore met.

8. With regard to the second criterion, the Applicants' declarations also each state that its respective application was not filed for the purpose of effectuating said agreement. Therefore the second criterion is met.

9. Finally, the Applicants' declarations state that neither has paid or promised any consideration apart from their mutual settlement promises in return for the settlement, again fulfilling a requirement of Section 73.3525.

WHEREFORE THE PREMISES CONSIDERED, it is respectfully requested that the instant joint request be granted, the attached settlement agreement approved, and the pending applications of DTV and Engle's request to reinstate WPSJ-CA all be granted promptly.

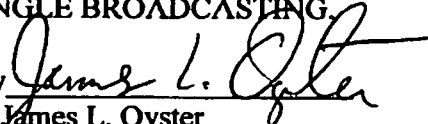
Respectfully submitted,

Law Offices
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108 Oyster Lane
Castleton, VA 22716
(540) 937-4800

FLETCHER, HEALD
& HILDRETH, P.L.C.
11th Floor, 1300 North 17th Street
Rosslyn, VA 22209-3801
(703) 812-0404

January 13, 2012

ENGLE BROADCASTING,

By 
James L. Oyster
Its Attorney

D.T.V. L.L.C.

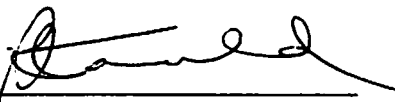
By 
Peter Tannenwald
Its Attorney

EXHIBIT NO. 1

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 12th day of January, 2012, by and between D.T.V. LLC, ("DTV LLC"), licensee of Station WPHA-CD, Philadelphia, PA and Engle Broadcasting ("Engle Broadcasting") licensee of Station WPSJ-CA and WPSJ-LD, Hammonton, NJ, and is binding on their successors and assigns.

1. Engle Broadcasting and DTV LLC hereby agree to modify their facilities so that Engle Broadcasting will operate WPSJ-LD on Class A Channel 38, at Hammonton, NJ, and DTV LLC will operate WPHA-CD on Class A Channel 24, at Philadelphia, PA. The parties hereby agree to cooperate with each other, and with the FCC, to effectuate this change.

2. Engle Broadcasting will dismiss its Petition to Deny against the pending DTV LLC Displacement Application for Channel 24 and any related pleadings, consent to interference to WPSJ-CA/24 from the DTV LLC Ch. 24 displacement application and support grant of the DTV LLC Displacement Application, File No. BDISDTA-20110315ABL and such other applications as may be deemed necessary to achieve the objective of the parties to this Settlement.

3. DTV LLC will dismiss its opposition to Engle Broadcasting's Petition for Reconsideration seeking reinstatement of its license for WPSJ-CA and all related pleadings and will support grant of Engle Broadcasting's pending Petition for Reconsideration for reinstatement of its license and the transfer of Engle's Class A status from WPSJ-CA to WPSJ-LD. DTV LLC will cease broadcasting on Ch. 38 within 30 days after Engle Broadcasting gives notice that it is ready to go on the air on 38, provided that DTV LLC does not have to shut down 38 less than 120 days from the grant of the CP for 24.

4. Engle Broadcasting will vigorously prosecute WPSJ-CA's pending Class A license application (BLDTA-20110901AAT) and will modify and vigorously prosecute its proposed application for modification of WPSJ-LD to specify displacement to and operation on Channel 38 as a Class A facility in lieu of the Channel 10 displacement authorization that the FCC has granted to WPSJ-LD. DTV LLC will consent to interference to DTV LLC Ch. 38 from the WPSJ-CA Ch. 38 displacement application will support the grant of said applications and such other applications as may be deemed necessary to achieve the objective of the parties to this Settlement.

5. Within seven (7) business days of execution of this Agreement, the parties will jointly file this Settlement Agreement with the FCC and request approval of this Agreement.

6. DTV LLC and Engle Broadcasting agree not to operate at the same time on the same channel. Engle Broadcasting will not operate on Ch. 24 after DTV LLC has begun operation on Ch. 24. DTV LLC will not object to Engle Broadcasting's requesting an STA to operate on Ch. 38 once DTV LLC has terminated operation on that channel.

7. After implementation of the dismissals specified in Paragraphs 2 and 3 hereof, the respective obligations of the parties to this Agreement will be conditioned upon final approval of this Agreement by the FCC and contingent on the final grant of DTV LLC's Ch. 24 application and the final grant of Engle's proposed application to modify the facilities of WPSJ-LD to operate on Channel

38. Either party may terminate this Agreement without penalty if their respective applications have not been granted by the end of July 2012.

8. The parties agree that their respective commitments are unique, that monetary damages would be inadequate to remedy a breach of their commitments herein, and that an aggrieved party may seek a judicial order of specific performance to cure a breach by the other party.

9. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the express prior written consent of the non-assigning party.

10. Amendments. No amendment to, or waiver of compliance with, any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver or amendment is sought.

11. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

12. Governing Law. To the extent not governed by federal communications laws, the construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania applicable to contracts made and to be fully performed within such Commonwealth, without giving effect to the choice of law provisions thereof that may require the application of the laws of any other state.

13. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been received on the date of personal delivery, or on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, addressed as follows (or to such other address as any party may request by written notice):

If to Seller: Mr. Randolph M. Weigner
c/o Carlene Gordon
3717 Brookhill Drive
Myrtle Beach, SC 29588

If to Buyer: Engle Broadcasting
P. O. Box 288
Cedar Brook, NJ 08018

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means shall be as effective as delivery of a manually executed original counterpart of this Agreement.

15. No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

16. Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, unless such construction would alter the fundamental purposes of this Agreement.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

18. Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

19. Attorneys' Fees. In the event of a dispute relating to this Agreement involving the interpretation or enforcement of the terms of this Agreement, resulting in litigation brought by either party, the prevailing party in such litigation shall be entitled, in addition to other relief ordered by the Court, to reasonable attorneys' fees and expenses.

ENGLE BROADCASTING

By: 

Paul V. Engle, Partner

D.T.V. LLC

By: _____

Randolph M. Weigner,
Managing Member

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ENGLE BROADCASTING

By: _____
Paul V. Engle, Partner

D.T.V. LLC

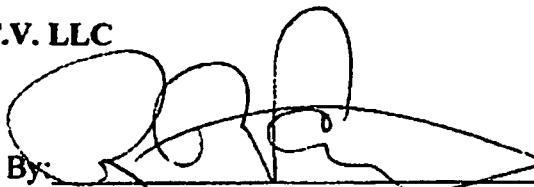
By: 
Randolph M. Weigner,
Managing Member

EXHIBIT NO. 2

Before the
DECLARATION

Paul V. Engle hereby makes the following declaration:

1. I am a 75% partner in Engle Broadcasting, licensee of WPSJ-CA and WPSJ-LD, Hammonton, NJ.

2. Engle Broadcasting did not file its petition for reconsideration of its Class A status, any pleadings directed against D.T.V. LLC and WPHA-CD, or applications relating to DWPSJ-CA or WPSJ-LD filed prior to reaching settlement, for the purpose of obtaining a settlement.

3. Approval of the settlement to which Engle Broadcasting and D.T.V. LLC have agreed will serve the public interest by facilitating improvement of the facilities of the respective stations and will allow WPSJ to continue to provide a Class A programming service to the Hammonton area that might otherwise be lost.

4. Neither Engle Broadcasting or any owner or principal thereof has been paid or promised any consideration in connection with the settlement filed in this proceeding beyond the mutual promises in the Settlement Agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 13, 2012.


Paul V. Engle

EXHIBIT NO. 3

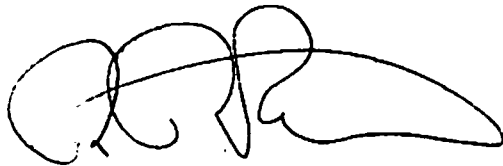
DECLARATION OF RANDOLPH M. WEIGNER

Randolph M. Weigner hereby makes the following declaration:

1. I am Managing Member and the sole Member of D.T.V. LLC, licensee of WPHA-CD, Philadelphia, PA.
2. D.T.V. LLC did not file its application to operate on Channel 24, or any pleadings directed against Engle Broadcasting's WPSJ-LD or DWPSJ-CA, for the purpose of obtaining a settlement.
3. Approval of the settlement to which D.T.V. LLC and Engle Broadcasting have agreed will serve the public interest by facilitating improvement of the facilities of the respective stations, including allowing WPHA-CD to provide service to more people than it is able to serve today.
4. Neither D.T.V. LLC nor I have been paid or promised any consideration in connection with the settlement filed in this proceeding, apart from the promises made in the Settlement Agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 13, 2012.



Randolph M. Weigner