

Rock SPRINGS, 24 JULIE MINTZ

"RECEIVED" AND RETURN THIS COPY TO FLETCHER, HEALD & HILDRETH

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

JAN 22 2002

THE FEDERAL COMMUNICATIONS COMMISSION OFFICE OF THE SECRETARY

In the Matter of

Michael L. Mintz

Julie Mintz

and

Marcia T. Turner d/b/a Turner Enterprises

)
)
)
)
)
)

File No. BNPTTL-20000829API, MX222

File No. BNPTTL-20000807AAL, MX193

File Nos. BNPTTL-20000831BOT, MX222 and BNPTTL-20000831BUE, MX193

TO: Chief, Mass Media Bureau

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

The above-captioned applicants, pursuant to 47 CFR §73.3525, jointly request approval of the attached Settlement Agreement. In support, the following is shown:

1. On May 25, 2002, the Mass Media Bureau released Public Notice DA 01-1289 establishing a window for settlement of mutually exclusive proposals filed for Auction 81. The deadline for settlement was extended through January 22, 2002 in Public Notice DA 01-2716, released November 20, 2001.

2. Pursuant to the Commission's settlement procedures, the above-captioned applicants, Michael L. Mintz ("Michael Mintz"), Julie Mintz and Marcia T. Turner d/b/a Turner Enterprises ("Turner"), all of whom have applications pending before the Federal Communications Commission for authority to construct new Low Power Television broadcast stations, have entered into a settlement agreement to resolve their mutual exclusivity.

3. Pursuant to that settlement agreement, the following actions will occur:

- (a) The application of Michael Mintz for Channel 50 at Dodge City, Kansas File No. BNPTTL 20000829API, will be dismissed, leaving the

application of Marcia T. Turner d/b/a Turner Enterprises for Channel 50 at Dodge City, Kansas, File No. BNPTTL-20000831BOT as the only remaining application in MX222. The application of Marcia T. Turner d/b/a Turner Enterprises will be granted. This is not a partial settlement as the proposed actions will remove two applications from MX Group 222 and allow one of those applications to be granted.

- (b) The application of Turner for Channel 24 at Rock Springs, Wyoming, File No. BNPTTL-20000831BUE, MX193, will be amended to remove its mutual exclusivity with Julie Mintz's application for Channel 24 at Rock Springs, Wyoming, File No. BNPTTL-20000807AAL, MX193; the amendment of Turner's application will, in turn permit the removal of the mutual exclusivity of Julie Mintz's application for Channel 24 at Rock Springs, Wyoming, File No. BNPTTL-20000807AAL with the remaining applicants in MX 193. The amended application of Marcia T. Turner d/b/a Turner Enterprises will be granted and the application of Julie Mintz will be granted. This is not a partial settlement as the proposed actions will remove two applications from MX Group 193 and allow those applications to be granted.

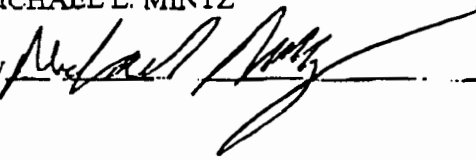
4. Pursuant to Section 73.3525, attached to this Joint Request are declarations under penalty of perjury that no consideration is flowing between the parties except as set forth in the settlement agreement. Those declarations further contain all required statements set forth in Section 73.3525, including the reasons why approval of the settlement agreement is in the public interest and that the parties' applications were not filed for the purpose of reaching or carrying

out such agreement.

5. The public interest will be served by approval of this Joint Request as it will facilitate service to the public. Accordingly, the parties request that this Joint Request be approved; that the application of Michael L. Mintz for Channel 50 in Dodge City, Kansas be dismissed, that the application of Marcia T. Turner d/b/a Turner Enterprises for Channel 50 in Dodge City, Kansas, be granted; that the application of Marcia T. Turner d/b/a Turner Enterprises for Channel 24 in Rock Springs, Wyoming, be granted as amended; and the application of Julie Mintz for Channel 24 in Rock Springs, Wyoming, be granted.

Respectfully Submitted,

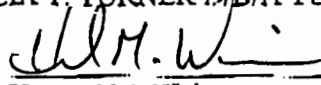
MICHAEL L. MINTZ

By  _____

JULIE MINTZ

By  _____

MARCIA T. TURNER D/B/A TURNER ENTERPRISES

By  _____
Howard M. Weiss
Her Attorney

AFFIDAVIT

I, Michael L. Mintz, under penalty of perjury, hereby state the following:

1. The proposed settlement agreement to resolve mutual exclusivity between applications filed for authorization to build new Low Power Television stations in Dodge City, Kansas, by Michael L. Mintz ("Michael Mintz") and Marcia T. Turner d/b/a Turner Enterprises ("Turner") and applications filed for authorization to build new Low Power Television stations in Rock Springs, Wyoming, by Julie Mintz and Turner, is in the public interest because it will facilitate service to the public.

2. Michael Mintz's application was not filed for the purpose of reaching or carrying out the proposed settlement agreement.

3. Michael Mintz has not received any money or other consideration in excess of Michael Mintz's legitimate and prudent expenses.

4. Turner has promised to amend her application for Channel 24 in Rock Springs, Wyoming, to remove its mutual exclusivity with Julie Mintz's application for Channel 24 in Rock Springs, Wyoming, in exchange for dismissal of Michael Mintz's application for Channel 50 in Dodge City, Kansas. No other consideration has been exchanged or promised.

Michael Mintz
Name

INDIVIDUAL
Title

1/22/2002
Date

AFFIDAVIT

I, Marcia T. Turner d/b/a Turner Enterprises, under penalty of perjury, hereby state the following:

1. The proposed settlement agreement to resolve mutual exclusivity between applications filed for authorization to build new Low Power Television stations in Dodge City, Kansas, by Michael L. Mintz ("Michael Mintz") and Marcia T. Turner d/b/a Turner Enterprises ("Turner") and applications filed for authorization to build new Low Power Television stations in Rock Springs, Wyoming, by Julie Mintz and Turner, is in the public interest because it will facilitate service to the public.

2. Turner's application was not filed for the purpose of reaching or carrying out the proposed settlement agreement.

3. Turner has not received any money or other consideration in excess of Turner's legitimate and prudent expenses.

4. Turner has promised to amend her application for Channel 24 in Rock Springs, Wyoming, to remove its mutual exclusivity with Julie Mintz's application for Channel 24 in Rock Springs, Wyoming, in exchange for dismissal of Michael Mintz's application for Channel 50 in Dodge City, Kansas. No other consideration has been exchanged or promised.

Marcia T. Turner d/b/a Turner Enterprises
Name

owner
Title

1-22-02
Date