32. Reading has reviewed these documents and believes that the documents provide substantial evidence that Adams may have filed its application for speculative purposes. As Reading set forth in its *Motion to Compel Disclosure of Fee Arrangements* ("*Motion*") that was filed October 21, 1999, the existence of a fee arrangement that provides any type of incentive payment for settlement would provide evidence Adams may have filed its application for speculative purposes and that Adams has no real interest in operating a television station in Reading. *See WWOR-TV, Inc.*, 6 FCC Rcd 4350 at ¶44 (ALJ 1991) (finding the settlement bonus provided for in the retainer agreement to be relevant evidence of an intent to settle), *motion to strike denied*, 7 FCC Rcd 636(1992), *affirmed sub nom. Garden State Broadcasting Ltd. Partnership v. FCC*, 996 F.2d 386 (D.C. Cir. 1993).

33. However, because the Presiding Officer has restricted the placement of these documents, the documents are not made part of this motion. Therefore, Reading respectfully requests the Presiding Officer to grant leave to submit these documents as evidence. As Reading set forth in its *Motion*, fee arrangements are neither confidential attorney-client communications nor work product. Reading also observes that the Mass Media Bureau apparently has not been provided copies of these documents, and therefore, is unable to comment on the relevancy of the documents to the relief requested herein.

II. Adams Has Advanced False and Meritless Claims In This Proceeding for Purposes of Delay, Harassment and Character Assassination.

34. In repeated instances, Adams has abused the Commission's processes by asserting patently meritless claims in this proceeding for purposes of preventing

or delaying Reading's discovery efforts, harassment and character assassination. Those abuses have imposed heavy and unnecessary costs on Reading, as well as on those persons most intended to benefit from the Commission's license renewal process -- the viewing public. These abuses require that Adams "be disqualified forthwith and absolutely." *GACO Communications Corp.*, 94 FCC 2d 761, 781 (Rev. Bd. 1983).

A. Adams' Unsupported Conflict of Interest Claim.

35. On October 15, 1999, Adams caused the Presiding Officer to order Reading's depositions of the Adams principals to halt by falsely claiming that Reading's counsel, Holland & Knight LLP, had a conflict of interest in the case. Although Adams withdrew its objection later that day, this false claim threw the case into disarray, delayed Reading's discovery efforts and imposed unnecessary costs on Reading.

36. Adams presumably is aware that the claim of a conflict of interest is a grave allegation that is subject to a very high standard at the Commission. *See, e.g., Kill Devil Hills Communications, L.P.*, 5 FCC Rcd 6359 (Rev. Bd. 1990) (FCC is reluctant to resolve claims of attorney misconduct in advance of review by relevant bar officials charged with ethics enforcement and will intervene only where a conflict is so clear that an untainted record would be all but impossible to achieve, thus requiring a hearing de novo, or where the conduct of an attorney is so opprobrious or disruptive that immediate action must be taken to preserve the integrity of FCC processes). Yet when Adams was advised that Holland & Knight

LLP's ethics committee had analyzed the potential conflict involving Milton Podolsky, a principal of Adams, and approved the representation of Reading, Adams did not withdraw the conflict claim, but instead claimed that the law firm acted in bad faith in analyzing the conflict issue.

37. A transcript of the October 15 telephonic conference with the Presiding Officer is attached as Exhibit F. In that conference, counsel for Adams and two of Adams' principals, Milton Podolsky and Howard Gilbert, Esq., incorrectly claimed that a conflict of interest existed in Holland & Knight LLP's representation of Reading because that law firm represented an unnamed real estate partnership in which Mr. Podolsky was a "partner, I believe." Exhibit F at 5. (Adams did not specify the exact nature of Mr. Podolsky's interest in Deerpod in the October 15 conference, in its subsequent pleading withdrawing the conflict claim or at the October 19 prehearing conference.) After hearing that Holland & Knight LLP's ethics committee had approved the representation of Reading in this case, Mr. Gilbert accused Holland & Knight LLP of "a fraud course of action in order to enhance the economic aspects of their practice." Exhibit F at 22. Mr. Gilbert also took the opportunity to point out his lengthy experience as a lawyer, to claim that his law firm would have acted differently (Exhibit F at 20) and to state that his FCC counsel is a respected and respectable lawyer (Exhibit F at 26), even though all of those assertions were irrelevant to the issue at hand.

38. Had Adams requested a delay in the deposition while Adams checked out either the underlying facts or the applicable ethics rule, that request could

easily have been accommodated because the next witness was not expected to appear for another two hours and the third witness scheduled for that day was unavailable. However, Adams claimed that the conflict was unresolvable other than by disqualification and stated that it planned to file a motion to disqualify Holland & Knight LLP by October 18, 1999. Exhibit F at 7 and 33. On that basis, the Presiding Officer suspended the entire case other than the scheduled depositions of public witnesses pending a resolution of the conflict of interest issue. Exhibit F at 30-34.

39. On the afternoon of October 15, Adams filed a "Notification of Withdrawal of Objection to Representation of RBI by Holland & Knight" ("Notification") in which it withdrew the conflict objection. Therein, Adams stated that it had learned that the real estate partnership represented by Holland & Knight "did not include Mr. Podolsky as an individual [general] partner but did include his children and his wife as partners." Notification at 3. Adams stated that "this more definite information . . . appears to eliminate the conflict about which Adams was concerned . . . ." *Id.*

40. Holland & Knight LLP had investigated the conflict issue previously and concluded that there was no conflict of interest in representing Reading. Undersigned counsel was advised by a representative of Mr. Podolsky that Mr. Podolsky was a limited partner in a limited partnership that was a limited partner in Deerpod Associates, L.P., a Florida limited partnership involved in real estate investments and represented by Holland & Knight LLP. Undersigned counsel

provided these facts to a representative of the law firm's ethics committee, who analyzed the matter under Rule 1.7 of the D.C. Rules of Professional Conduct and concluded that the situation was not even a close case under Rule 1.7.

Rule 1.7(b) states:

> (b) Except as permitted by paragraph (c) below, a lawyer shall not represent a client with respect to a matter if:
>
> (1) That matter involves a specific party or parties and a position taken by that client in that matter is adverse to a position taken or to be taken by another client in the same matter, even though that client is unrepresented or represented by a different lawyer;
>
> (2) Such representation will be or is likely to be adversely affected by representation of another client;
>
> (3) Representation of another client will be or is likely to be adversely affected by such representation; or
>
> (4) The lawyer's professional judgment on behalf of the client will be or reasonably may be adversely affected by the lawyer's responsibilities to or interests in a third party or the lawyer's own financial, business, property, or personal interests.

Comment 13 to Rule 1.7 states:

> As is provided in Rule 1.13, the lawyer who represents a corporation, partnership, trade association or other organization-type client is deemed to represent that specific entity, and not its shareholders, owners, partners, members or "other constituents."... **[T]he lawyer for an organization normally should not be precluded from representing an unrelated client whose interests are adverse to the interests**

> **of an affiliate (e.g., parent or subsidiary), stockholders and owners, partners, members, etc. of that organization in a matter that is separate from and not substantially related to the matter on which the lawyer represents the organization.**

(Emphasis added.)[9]

41. The situation described in Comment 13 is exactly the situation here, whether Mr. Podolsky was a general partner of Deerpod or a limited partner twice removed. Rule 1.7(b)(1) is inapplicable because the representation of Reading and Deerpod are not in the same matter and Mr. Podolsky is not a client for purposes of the Rule. Rule 1.7(b)(2) and (3) are inapplicable because the representation of either party will not adversely affect the other party. Rule 1.7(b)(4) is inapplicable because the law firm's representation of Deerpod does not adversely affect its ability to represent Reading. (Presumably Adams would never have tried to disqualify the law firm if the law firm failed to represent Reading zealously due to its role as counsel to Deerpod).

42. Adams never claimed that it even bothered to review the applicable conflict rule. Adams clearly lacked any basis for asserting a conflict of interest, but did so for the apparent purpose of preventing or delaying Reading's discovery efforts

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[9] Adams did try to concoct a connection between the Reading case and Deerpod by suggesting that Mr. Podolsky might have provided a financial statement to Holland & Knight LLP on behalf of Deerpod. Exhibit F at 7; Tr. 142-43. However, Adams has never provided the factual explanation ordered by the Presiding Officer (Tr. 148-49) and Adams has never shown how any such information, if it was provided, might be adverse to the interests of Adams for purposes of Rule 1.7.

against Adams, impugning Reading and its counsel, disrupting Reading's pretrial work and causing Reading to incur unnecessary costs.

43. Even though the conflict claim was withdrawn on the same day it was made, this false and unsupported claim did advance Adams' improper goals. Tr. 123-24. The depositions of Mr. Podolsky, Mr. Haag and Mr. Steinfeld still need to be rescheduled and completed. Adams used the situation as an opportunity to malign Reading and its counsel before the Presiding Officer, while also suggesting that Adams and its counsel operate on a higher ethical plane. Adams also disrupted Reading's pretrial preparations and caused Reading to incur thousands of dollars in unnecessary expenses. *Id.* Adams' actions not only harmed Reading's interests, they also harmed the public interest by delaying the case.

B. Adams' Unsupported Motions.

44. In addition to asserting its patently meritless conflict claim, Adams has asserted patently meritless claims against Reading in its motions to enlarge issues and its claim of an unusually poor broadcast record by Reading. All of the claims in question asserted positions contrary to established Commission policy, without any legal support for varying from that policy.[10] These claims represent an abuse of process because they were asserted for the apparent purposes of character

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[10] The pleadings in question are Adams' July 15, 1999 Motion to Enlarge Issues ("First Motion"), Adams' September 3, 1999 Threshold Showing of Unusually Poor Broadcast Record ("*Threshold Showing*") and Adams' October 18, 1999 Motion to Enlarge Issues (False Statements and Misrepresentations by Michael Parker in Bankruptcy Proceeding) ("*Second Motion*"). Reading has not yet had a chance to assess Adams' third motion to enlarge issues.

assassination of Reading's principals, disruption of Reading's pretrial preparations and imposition of unnecessary costs of Reading.

1. Adams' First Motion Provided No Basis for Departing from the Commission's Ten-Year Rule.

45. Adams' First Motion sought an issue as to "previously adjudicated misconduct" by Mr. Parker even though the conduct in question occurred more than ten years previously and established Commission policy precludes adjudication of such conduct. [11] Adams never cited any case in which the Commission had waived the ten-year limitation.

46. In the same pleading, Adams also mischaracterized the Review Board's holding in *Religious Broadcasting Network,* 3 FCC Rcd 4085 (Rev. Bd. 1988):

Review Board:	"We affirm, con brio, the ALJ's refusal to award 'integration' credit to SBB."[12]
Adams:	"The Parker-constructed applicant in that proceeding was disqualified by the presiding ALJ, 2 FCC Rcd at 6567. That decision was affirmed, 'con brio', by a unanimous Review Board, 3 FCC Rcd at 4090-91."

47. *First Motion* at 3. Adams' First Motion also mischaracterized the Commission's holding in *Two If By Sea Broadcasting,* 12 FCC Rcd 2254 (1997), misstated the status of one of Mr. Parker's applications and omitted any mention of the Norwell, Massachusetts proceeding despite its obvious relevance to the matters

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[11] *See Character Policy Statement,* 102 FCC 2d at 1229.

[12] 3 FCC Rcd 4085, ¶ 16.

presented in the First Motion. *See* Reading's Opposition to Motion to Enlarge Issues dated August 11, 1999 at 8-14 and 27.

2. Adams' Threshold Showing Similarly Ignored the Commission's Ten-Year Rule As Well As the Commission's Policy Against Comparative Character Demerits.

48. On September 3, Adams filed its Threshold Showing, claiming that the character issues it had sought against Reading should also be considered as comparative issues under the rubric of an "unusually poor broadcast record." In doing so, Adams relied on the *Policy Statement on Comparative Broadcast Hearings,* 1 FCC 2d 393, 398 (1965). However, Adams completely ignored two major post-1965 changes in the law contained in the *Character Policy Statement:* (1) the adoption of the ten-year limit on consideration of character allegations, 102 FCC 2d at 1229; and (2) the elimination of comparative character issues in license renewal proceedings, 102 FCC 2d at 1232.[13] The Threshold Showing also included claims about unpopular religious programming on Mr. Parker's other stations, even though those claims were patently meritless under the First Amendment and the Communications Act (47 U.S.C. § 326). Again, Adams' transparent motivations in presenting these meritless claims were character assassination and harassment for purposes of increasing Reading's costs and diverting Reading's attention from pretrial preparation.

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[13] The Commission's holding could not have been clearer: "[I]f consideration of character does not lead to disqualification, it will no longer be a relevant criterion in comparative renewal proceedings." 102 FCC 2d at 1232.

3. Adams' Second Motion Failed To Present A Colorable Claim.

49. On October 18, Adams filed its Second Motion, presenting untimely claims of unadjudicated non-broadcast misconduct. Adams cited no case law to support these claims other than the *Character Policy Statement,* yet Adams completely ignored the holding in that decision that the Commission will not consider allegations of non-FCC misrepresentations absent an adjudication.[14] In addition to being untimely and failing to present a valid basis for its untimely filing, the Second Motion failed to present even a colorable claim under applicable Commission policy. There is no possible explanation for the Second Motion other than Adams' interest in and history of character assassination and harassment.

4. Adams Has Violated The *Ex Parte* Rule.

50. This case is a restricted proceeding under Section 1.1208 of the Commission's Rules. Accordingly, under that rule no representative of Adams, Reading or the Mass Media Bureau is permitted to make an ex parte presentation to the Presiding Officer. Such a presentation includes "any attachments to a written communication" under Section 1.1202(a). If an ex parte communication

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[14] *Character Policy Statement,* 102 FCC 2d at 1205:

> We will not take cognizance of non-FCC misconduct involving Criminally fraudulent misrepresentations, alleged criminal Activity and antitrust or anticom petitive misconduct unless It is adjudicated. In this regard, there must be an ultimate Adjudication by an appropriate trier of fact, either by a Government agency or court, before we will consider the Activity in or character determinations.

occurs, the Presiding Officer is required to advise the Office of General Counsel of the matter. *See* Section 1.1214.

51. On October 26, 1999, Adams filed its "Response of Adams Communications Corporation to 'Motion to Compel Disclosure of Fee Arrangement.'" Therein, Adams referred to but did not attach Exhibit B, a declaration by Adams principal Howard Gilbert. A contemporaneous letter submitted to the Presiding Officer by Adams stated that the Gilbert declaration was being submitted for *in camera* review by the Presiding Officer, together with two retainer letters which Adams claimed were privileged. Adams stated that it would produce to the other parties the Gilbert declaration together with the disputed letters if its privilege claim was rejected.

52. Section 1.325(a)(3) does provide for *in camera* review of documents subject to a discovery dispute. However, that rule does not create an exception to the *ex parte* rules to allow one party to submit secret arguments on the merits of an issue pending before the Presiding Officer. Adams' actions constitute a blatant and knowing violation of Section 1.1208, representing a further abuse of the Commission's processes.[15]

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[15] Counsel for Adams is thoroughly familiar with this rule through its role as counsel in *Rainbow Broadcasting Co.,* 13 FCC Rcd 21000 (1998). In that case, an *ex parte* issue was designated but the conduct was determined not to be disqualifying because the *ex parte* contact was made in the good faith belief that the rule permitted such contact. No such defense would apply to the present case. Moreover, the *ex parte* rules have subsequently been clarified. *See Ex Parte Presentations in Commission Proceedings,* 12 FCC Rcd 7348 (1992).

C. Adams' Actions Present a Pattern of Abusive Conduct.

53. Long-standing Commission precedent holds that a single abuse of process in presenting false or unsupported allegations for purposes of delay or harassment is a disqualifying matter. *See Radio Carrollton,* 69 FCC 2d 1139 (1978), *clarified,* 69 FCC 2d 424 (1978), *recon. denied,* 72 FCC 2d 264 (1979), *aff'd sub nom. Faulkner Radio, Inc. v. FCC,* No. 79-1749 (D.C. Cir. 1980), *cert. denied,* 450 U.S. 1041 (1981). In this case, Adams repeatedly has asserted false or unsupported claims for abusive purposes. Adams' conduct has subverted the public interest in achieving an expeditious resolution of this case for the improper purposes of preventing or delaying Reading's discovery efforts, imposing unnecessary costs on Reading and maligning the character of Reading and its counsel. If Adams' application is not dismissed outright, the abuse of process issue to be designated against Adams should include the matter of Adams' false and meritless claims against Reading and its counsel in this proceeding.[16]

III. In The Event Of Designation Of An Abuse Of Process Issue, The Remainder Of The Case Should Be Held In Abeyance.

54. Abuse of process by a comparative renewal challenger presents special procedural issues. If the Adams application is not dismissed outright, then the abuse of process issue should be addressed first, before any further consideration of Reading's license renewal application. Reading recognizes that such a procedure is

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[16] In addition, the conduct of Adams and its counsel should be referred to the Office of General Counsel pursuant to Sections 1.1214 and 1.24(d) of the

the opposite of what the Presiding Officer has contemplated. However, assuming that Adams' application involves an abuse of process, then (1) Adams cannot be considered a *bona fide* applicant for *Ashbacker* purposes, and (2) Adams is not a "party in interest" under Section 309(e) of the Communications Act and Section 1.254 of the Commission's Rules. *See Garden State, supra*, 996 F.2d 386 (D.C. Cir. 1993). This would moot the entire comparative issue in the case and remove Adams as a party for purposes of determining Reading's basic qualifications.

55. Abusive comparative renewal challenges disserve the public interest by increasing the costs to existing licensees, other parties and the Commission, as well as the general public. *See Broadcast Renewal Applicants*, 3 FCC Rcd 5179 (1988). Unless Adams' qualifications are tested first, Reading would be facing substantial costs in preparing and presenting comparative evidence *vis-à-vis* a party that appears to lack both *Ashbacker* rights and standing to challenge

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Commission's Rules. *See Commission Taking Tough Measures Against Frivolous Pleadings,* 11 FCC Rcd 3030 (1996).

Reading's qualifications. Accordingly, the appropriate procedural mechanism is to suspend any further efforts on the comparative case and on Reading's qualifications and instead address Adams' basic qualifications.

Respectfully submitted,

READING BROADCASTING, INC.

By: Thomas J. Hutton

Thomas J. Hutton
Randall W. Sifers

Its Attorneys

HOLLAND & KNIGHT LLP
2100 Pennsylvania Ave., N.W.,
Suite 400
Washington, DC 20037
(202) 828-1892

November 2, 1999
~~October 28, 1999~~

Declaration

Thomas J. Hutton hereby declares as follows:

1. I am a partner in the law firm of Holland & Knight LLP, counsel to Reading Broadcasting, Inc.

2. I have reviewed the factual assertions set forth in Section II.A of Reading Broadcasting, Inc.'s "Motion to Disqualify Adams Communications Corporation or, In the Alternative, Motion to Enlarge Issues" and affirm that those factual assertions are true and correct to the best of my personal knowledge. Executed on November 1, 1999.

Thomas J. Hutton

Thomas J. Hutton

WAS1 #757980 v1

EXHIBIT A

FCC MAIL SECTION

DOCKET FILE COPY ORIGINAL

DEC 24 10 54 AM '92

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

FCC 92I-097

30540

In re Applications of	)	
	)	
HARRISCOPE OF CHICAGO, INC. et al. A Joint Venture d/b/a VIDEO 44	)	MM DOCKET NO. 83-575 File No. BRCT-820802J9
	)	
For Renewal of License of Station WSNS-TV, Channel 44 Chicago, Illinois	)	
	)	
and	)	
	)	
MONROE COMMUNICATIONS CORPORATION	)	MM DOCKET NO. 83-576 File No. BPCT-821101KH
	)	
For a Construction Permit	)	

ORDER

Adopted: December 23, 1992 ; Released: December 24, 1992

1. This order approves a settlement agreement dismissing the application of Monroe Communications Corporation, the challenger in this comparative renewal proceeding.

I. BACKGROUND

2. In this case, after lengthy proceedings,[1] the Commission denied Video 44 renewal of its license for station WSNS-TV, Channel 44, in Chicago, Illinois and granted Monroe Communications Corporation's mutually exclusive application for a construction permit. Video 44, 5 FCC Rcd 6383 (1990), recon.

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[1] Video 44, 102 FCC 2d 419 (I.D. 1985), remanded in part and certified in part, 102 FCC 2d 408 (Rev. Bd. 1985), rev. granted, 103 FCC 2d 1204 (1986), recon. granted in part, 3 FCC Rcd 757 (1988), on remand, 3 FCC Rcd 3587 (Rev. Bd. 1988), rev. denied, 4 FCC Rcd 1209 (1989), remanded sub nom. Monroe Communications Corp. v. FCC, 900 F.2d 351 (D.C. Cir. 1990).

denied, 6 FCC Rcd 4948 (1991), appeal pending sub nom. Harriscope of Chicago, Inc. v. FCC, No. 91-1455 (D.C. Cir. Sept. 19, 1991). The Commission found that Video 44 was not entitled to a renewal expectancy based on the merit of its past programming and that Monroe's proposal was superior to Video 44's on comparative grounds. 5 FCC Rcd at 6385 ¶ 18. Because Video 44 would not prevail in any event, the Commission did not reach allegations that Video 44 presented obscene programming in violation of 18 U.S.C. § 1464. Id. at 6385 ¶ 19.

II. SETTLEMENT AGREEMENT

3. The parties now propose to settle this case.[2] Under the terms of the settlement, Video 44's application would be renewed and Monroe would dismiss its application in return for payments totalling $17,676,424 plus interest.[3] The payments would be made in two installments. The first installment, of $11,666,667 plus interest, would made upon the finality of a Commission order dismissing Monroe's application. Recognizing that Video 44's application could not be renewed until the Commission resolves the allegations concerning obscene programming, the parties provide that a second installment, of $6,009,757 plus interest, would be paid after a final Commission order granting renewal of Video 44's license. The payment of the first installment and the dismissal of Monroe's application are not contingent on the renewal of Video 44's license.

4. The parties assert that approval of the settlement would serve the public interest by eliminating the need for further protracted litigation, by reducing the uncertainty over the future of Channel 44, and by allowing the continuation of the station's current, exemplary Spanish language programming. The parties recognize that the Commission cannot renew Video 44's application without further Commission action disposing of the obscenity question. The parties urge the Commission to take such action and have submitted a separate motion addressing the merits

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[2] Before the Commission are: (1) a Joint Request for Approval of Settlement Agreement, Dismissal of Monroe Application and Grant of Video 44 Application, filed October 28, 1992, by Video 44 and Monroe Communications Corporation, and (2) comments, filed November 6, 1992 by the Mass Media Bureau. On December 17, 1992, the Court of Appeals granted the parties' request for remand of the record to permit consideration of the settlement proposal.

[3] Because this proceeding was designated for hearing in 1983, it is not subject to limitations on settlement amounts that were subsequently adopted. Formulation of Policies Relating to Broadcast Renewal Applicants, 4 FCC Rcd 4780, 4788 ¶ 59 (1989).

of the obscenity question.[4]

5. Additionally, Video 44 and Monroe have each submitted a declaration stating that it did not file its application for the purpose of reaching a settlement. The Mass Media Bureau supports approval of the settlement.

III. DISCUSSION

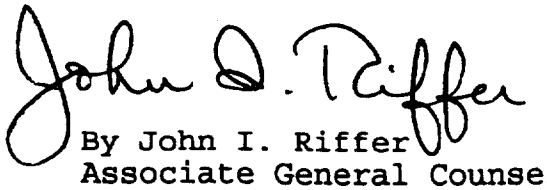
6. We will approve the settlement agreement. Approval of the settlement will serve the public interest by avoiding the need for additional burdensome litigation and expediting the outcome of this proceeding. The settlement is in conformance with the provisions of 47 U.S.C. § 311(d) and 47 C.F.R. § 73.3525. As noted, approval of the settlement does not prejudge the qualifications of Video 44 to remain a licensee in light of the allegations regarding obscene programming. That matter will be considered by the Commission in due course.

IV. ORDERS

7. ACCORDINGLY, IT IS ORDERED, That pursuant to 47 C.F.R. § 0.251(f)(11), the Joint Request for Approval of Settlement Agreement, Dismissal of Monroe Application and Grant of Video 44 Application IS GRANTED, and the attached settlement agreement IS APPROVED.

8. IT IS FURTHER ORDERED, That the application of Monroe Communications Corporation for a construction permit (File No. BPCT-821101KH) IS DISMISSED with prejudice.

Renée Licht
Acting General Counsel



By John I. Riffer
Associate General Counsel

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[4] Motion for Resolution of Remaining Issues and Grant of Video 44's application, filed October 28, 1992, by Video 44. The Commission will rule on this motion in a separate order. No opinion is expressed here as to the merits of that motion.

ATTACHMENT B

Declaration of Howard N. Gilbert
(This declaration, together with documents reflecting the fee arrangements between Bechtel & Cole and (a) Monroe Communications Corporation and (b) Adams Communications Corporation, is being submitted to the Presiding Judge under separate transmittal for his *in camera* inspection.)

CERTIFICATE OF SERVICE

I hereby certify that, on this 26th day of October, 1999, I caused copies of the foregoing "Response of Adams Communications Corporation to 'Motion to Compel Disclosure of Fee Arrangements'" to be hand delivered (as indicated below), addressed to the following:

The Honorable Richard L. Sippel
Chief Administrative Law Judge
Federal Communications Commission
445 12th St., S.W. - Room 1-C864
Washington, DC 20554
(BY HAND)

Norman Goldstein, Esquire
James Shook, Esquire
Enforcement Division
Mass Media Bureau
Federal Communications Commission
445 12th Street, N.W. - Room 3-A463
Washington, D.C. 20554
(BY HAND)

Thomas J. Hutton, Esquire
Randall W. Sifers, Esquire
Holland & Knight, L.L.P.
2000 K Street, N.W.
Suite 200
Washington, D.C. 20037-3202
Counsel for Reading Broadcasting, Inc.
(BY HAND)

/s/ Harry F. Cole
Harry F. Cole

EXHIBIT B

1 UNITED STATES OF AMERICA)

2 SS:

3 STATE OF ILLINOIS)

4

5 I, Howard Gilbert, herein, having read the

6 foregoing testimony of the pages of this deposition

7 do certify it to be a true and correct transcript,

8 subject to the corrections, if any, shown on the

9 attached page.

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14 _____

15 HOWARD GILBERT

16

17

18 Subscribed and sworn to before me

19 this _____day of _____, 19__

20 _____

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22

1 A P P E A R A N C E S O F C O U N S E L:

2

3 FOR ADAMS COMMUNICATIONS CORPORATION:

4

5 Bechtel & Cole, Chartered

6 BY: Mr. Harry F. Cole

7 1901 L Street, N.W.

8 Suite 250

9 Washington, D.C. 20036

10 (202) 833-4190

11

12 FOR READING BROADCASTING, INC.:

13

14 Holland & Knight

15 BY: Thomas J. Hutton

16 2100 Pennsylvania Avenue, N.W.

17 Suite 400

18 Washington, D.C. 20037-3202

19 (202) 955-3000

20

21

22

1 C O N T E N T S

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3 WITNESS: Howard Gilbert

4 EXAMINATION BY: PAGE

5 Mr. Hutton 4

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