

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)
)
Application for Consent to Assignment of) MB Docket No. 13-203
Broadcast Station Licenses from Sinclair)
Television Group, Inc. to Deerfield Media) BALCDT-20130809ADC
(Birmingham) Licensee, LLC and Deerfield) BALCDT-20130809ADE
Media (Harrisburg) Licensee, LLC) BALCDT-20130809ADF
)
To: The Chief, Media Bureau

CONSOLIDATED OPPOSITION

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Summary

The Media Bureau should grant the above-captioned applications. The petitions to deny submitted in this proceeding essentially request wide-ranging changes to the FCC's ownership and attribution rules and other relief that is procedurally improper in this non-rulemaking proceeding. On the merits, the applications comply with the FCC's current broadcast ownership and attribution rules and meet all the requirements of the FCC Form 314. Accordingly, their grant would serve the public interest. In fact, numerous FCC decisions support that conclusion. The petitions to deny do not raise any issue that would justify denial of the applications or imposition of any conditions to the grant of those applications. Moreover, the petitioners fail to demonstrate that they have standing to challenge these applications. For these reasons, the Media Bureau should dismiss or deny the petitions and expeditiously grant the applications.

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**Before the
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In the Matter of)	
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Application for Consent to Assignment of Broadcast Station Licenses from Sinclair Television Group, Inc. to Deerfield Media (Birmingham) Licensee, LLC and Deerfield Media (Harrisburg) Licensee, LLC)	MB Docket No. 13-203 BALCDT-20130809ADC BALCDT-20130809ADE BALCDT-20130809ADF

To: The Chief, Media Bureau

CONSOLIDATED OPPOSITION

Deerfield Media (Birmingham) Licensee, LLC and Deerfield Media (Harrisburg) Licensee, LLC (collectively, “Deerfield”), by their attorneys and pursuant to Section 73.3548(b) of the Commission’s rules, 47 C.F.R. § 73.3548(b), hereby file this Consolidated Opposition (“Opposition”) to the petitions to deny (each a “Petition”) filed by the American Cable Association (“ACA”) and Free Press and Put People First! PA (the “Free Press Petitioners” and, together with ACA, the “Petitioners”) in the above-captioned, docketed proceeding.¹

Background

On August 9, 2013, Sinclair and Deerfield submitted the above-captioned applications (“Applications”) to the FCC proposing to assign to Deerfield three FCC broadcast licenses,

¹ See Petition to Deny or, in the Alternative, For Conditions, American Cable Association (September 13, 2013) (the “ACA Petition”); Petition to Deny, Free Press and Put People First! PA (September 13, 2013) (the “Free Press Petition”). As discussed herein, two other entities filed pleadings in the above-captioned proceeding, but those filings do not appear to challenge the above-captioned applications or Deerfield’s qualifications to be a station licensee. See *infra* notes 25-26 and accompanying text. To the extent the Bureau disagrees and concludes that those two pleadings apply to the Applications or otherwise challenge Deerfield’s qualifications, then Deerfield opposes those filings for the same reasons provided herein, as applicable.

WTTO(TV), Homewood, Alabama, WABM(TV), Birmingham, Alabama, and WHP-TV, Harrisburg, Pennsylvania (the “Deerfield Stations”).² The Applications are part of a larger business transaction involving Allbritton Communications Company (“Allbritton”) and Sinclair Television Group, Inc. (“Sinclair”).³ As fully disclosed in the Applications, following consummation of the transactions proposed in the Applications, Sinclair will provide sales and other non-programming support services, including technical, promotional and marketing, back-office, and other ministerial services, to each of the Deerfield Stations pursuant to shared services and joint sales agreements (the “Services Agreements”).⁴ The Applications contain copies of each of the Services Agreements.

Under the Services Agreements, Deerfield will be entirely responsible for maintaining a main studio,⁵ meeting financial obligations of the Deerfield Stations,⁶ determining programming to be aired on those stations,⁷ and maintaining sufficient personnel to comply with the FCC’s rules.⁸ Sinclair will provide up to 15% of the programming of each Deerfield Station,⁹ but Deerfield will retain “ultimate authority with respect to the selection and procurement of

² See File Nos. BALCDT-20130809ADC, BALCDT-20130809ADE, and BALCDT-20130809ADF (August 9, 2013). These licenses are held by Sinclair subsidiaries.

³ See, e.g., Attachment 13, Description of Transaction, File Nos. BALCDT-20130809ADC, BALCDT-20130809ADE, and BALCDT-20130809ADF (August 9, 2013).

⁴ See Attachment 13, Shared Services Agreements, attached as an exhibit to File Nos. BALCDT-20130809ADC, BALCDT-20130809ADE, and BALCDT-20130809ADF (“SSA”); Attachment 13, Joint Sales Agreements, attached as an exhibit to File No. BALCDT-20130809ADC, BALCDT-20130809ADE, and BALCDT-20130809ADF (“JSA”).

⁵ See SSA, at § 5.

⁶ *Id.* at § 6; JSA, at § 4.6.

⁷ See SSA, at § 3.2; *see also* JSA, at §§ 4.2, 4.3.

⁸ See SSA, at §§ 3.1, 3.2.

⁹ See JSA, at §§ 4.2, 4.3.

programming” on the Deerfield Stations.¹⁰ Sinclair will have no right “to control the policies, operations, management or any other matter relating to” the Deerfield Stations.¹¹ With respect to retransmission matters, Deerfield will retain the “authority (a) to make elections for must-carry or retransmission consent status, as permitted under the FCC Rules, and (b) to negotiate, execute, and deliver retransmission consent agreements,”¹² and subject to the foregoing, will have the right, in its “sole discretion,” to appoint Sinclair to act as its agent with respect to the negotiation of any retransmission consent agreements.¹³

Deerfield is owned and operated by Mr. Stephen P. Mumblow, who, contrary to the allegations of the Petitioners, is an experienced broadcaster with a long history in the broadcast and media business. Mr. Mumblow has served as President and a Director of Communications Corporation of America, Inc., the owner and operator of, or provider of services to, twenty-three television stations and six radio stations. He also has served as Vice President of Michigan Energy Resources Company, which owned and operated WPMI-TV in Mobile-Pensacola, which today is owned by Deerfield Media (Mobile), Inc. For approximately two decades in the 1980s and 1990s, Mr. Mumblow acted as a lender to numerous television operators.

On August 14, 2013, the Bureau placed the Applications, as well as the other applications associated with the larger transaction between Allbritton and Sinclair, on public notice.¹⁴ Four

¹⁰ SSA, at § 3.2; *see also* JSA, at §§ 4.2, 4.3.

¹¹ *See* SSA, at § 2.

¹² *Id.* at § 4.1.

¹³ JSA, at § 5.1(g).

¹⁴ *See* “Media Bureau Announces Filing of Applications Seeking Consent to Transfer Control of Licensee Subsidiaries of Allbritton Communications Co. to Sinclair Television Group, Inc.,” Public Notice, DA 13-1751 (August 14, 2013).

entities filed pleadings in the docket – the Free Press Petitioners, the ACA, the Rainbow PUSH Coalition (“RPC”), and an individual named Raymie Humbert.

Free Press states that it is a national, non-partisan organization working to change, *inter alia*, the FCC’s media ownership rules.¹⁵ Put People First! PA, which is also a signatory to the Free Press Petition, is a statewide organization in Pennsylvania.¹⁶ To support its standing as an interested party in this proceeding, Free Press references its general mission to promote diversity of viewpoints and ensure that broadcast stations serve the needs of the public and its extensive participation in the FCC’s media ownership proceedings, and states that the organization and its members would be harmed by grant of the Applications through the loss of diversity of viewpoints and a decrease in coverage of local news.¹⁷ Free Press also submits generic declarations from members of the organization for the varying television markets stating:

Viewers like me would be harmed by Sinclair’s acquisition of the Allbritton stations in my area, and Sinclair’s common control of those stations and WABM, because the scale of Sinclair’s operation would reduce its attention to the needs of the local communities these stations are supposed to serve. If Sinclair were to employ a “shared services agreement” in [this] area as it has in other cities, I believe it would significantly reduce the quality and amount of local news by eliminating diverse viewpoints and reducing Sinclair’s incentive to invest in robust coverage.¹⁸

Put People First! PA submits a similar declaration from one member of its organization in the Harrisburg market.¹⁹ The gravamen of the Free Press Petition is that, notwithstanding the considerable FCC precedent in approving transactions just like this one, the transaction should be

¹⁵ See Free Press Petition, at 3.

¹⁶ See *id.*

¹⁷ See *id.* at 3-4.

¹⁸ See, e.g., Declaration of Lynda Maria Bangham, at ¶ 4, attached to the Free Press Petition.

¹⁹ See Declaration of Mitch Troutman, attached to the Free Press Petition.

referred to the full Commission and denied because Sinclair would in effect control Deerfield through the Services Agreements.²⁰

The ACA is a private membership corporation comprised of cable operators. In its Petition, the ACA challenges Deerfield’s discretionary contractual right to designate Sinclair as its agent for retransmission negotiation purposes.²¹ In short, the ACA argues that permitting Sinclair to act as an agent of Deerfield would provide Sinclair “additional bargaining leverage that [Sinclair] may exploit to harm MVPDs and their subscribers.”²² ACA acknowledges that its concerns are “well-documented in two rulemaking proceedings currently pending before the Commission.”²³ As a remedy, ACA asks that “the Commission deny the proposed transaction in its entirety” or in the alternative impose conditions to ensure that Sinclair does not coordinate negotiations of retransmissions agreements with Deerfield.²⁴

As to the other two pleadings, the RPC filed a petition to deny in the above-captioned docket, but that filing appears to challenge only the transfer of control of WJLA-TV to Sinclair, a matter irrelevant to the transactions considered in the Applications.²⁵ Similarly, the filing

²⁰ See Free Press Petition, at 4-11.

²¹ See ACA Petition, at 8-11.

²² *Id.* at 9.

²³ *Id.* at 11.

²⁴ *Id.* at iii.

²⁵ See Petition to Deny, and For Other Relief, Rainbow PUSH Coalition, at 1 (September 13, 2013) (“The Rainbow PUSH Coalition . . . requests the Commission to designate the above-referenced Form 315 application (the ‘Application’) for evidentiary hearing, and, based on the evidence expected to be adduced at the hearing, to deny the Application.”). The RPC specifically notes in its Petition that it has no knowledge regarding Deerfield’s qualifications. *Id.* at 2 n.2.

submitted by Raymie Humbert appears to challenge only the acquisition of stations by Sinclair and not those stations being acquired by Deerfield.²⁶

Discussion

I. THE REQUEST BY THE PETITIONERS TO ADOPT WIDE-RANGING RULE CHANGES IN THIS APPLICATION PROCEEDING IS PROCEDURALLY INAPPROPRIATE

The courts have stated that when an agency seeks to change existing legislative agency rules, it may do so only through the notice and comment procedures outlined in the Administrative Procedure Act (“APA”) for legislative rulemaking proceedings.²⁷ The FCC has well-defined rules governing local television ownership and attribution, and the FCC regularly reviews those rules.²⁸ The Commission also has reviewed local service agreements, including joint sales agreements, in past rulemaking and adjudicatory proceedings.²⁹ The Services

²⁶ See Allbritton-Sinclair Petition to Deny, Raymie Humbert, at 3 (August 14, 2013) (“[I]t is in the best interest of the television viewer and of the Federal Communications Commission to deny SBG the ability to buy Allbritton.”). As stated above, to the extent the Bureau disagrees and concludes that those two pleadings apply to the Applications or otherwise challenge Deerfield’s qualifications, then Deerfield opposes those filings for the same reasons provided herein. Because Mr. Humbert did not provide his address, Deerfield is unable to serve him a copy of the Consolidated Opposition.

²⁷ See, e.g., *United States Telecom Assoc. v. FCC*, 400 F.3d 29, 39-40 (D.C. Cir. 2005); *Travelers Information Stations*, 25 FCC Rcd 18117, at ¶ 12 n. 37 (2010).

²⁸ See 47 C.F.R. § 73.3555; Telecommunications Act of 1996, Pub. L. No. 104-104, § 202(h), 110 Stat. 56, 111-12 (1996); Consolidated Appropriations Act, 2004, Pub. L. No. 108-99, § 629, 118 Stat. 3, 99-100 (2004).

²⁹ See, e.g., *Rules and Policies Concerning Attribution of Joint Sales Agreements in Local Television Markets*, MB Docket No. 04-256, Notice of Proposed Rulemaking, 19 FCC Rcd 15238 (2004) (seeking comment on whether to attribute TV joint sales agreements); *Malara Broadcast Group*, 19 FCC Rcd 24070 (MB 2004), *pet. for recon. pending*; *Piedmont Television of Springfield License LLC*, 22 FCC Rcd 13910 (MB 2007), *app. for review pending*; *Nexstar Broadcasting, Inc.* 23 FCC Rcd 3528 (MB 2008); *SagamoreHill of Corpus Christi Licenses, LLC*, 25 FCC Rcd 2809 (MB 2010).

Agreements, which are materially identical to the agreements in those proceedings, are fully consistent with the FCC's decisions regarding such agreements.³⁰

Issues regarding such local services agreements are again specifically under review in the most recent Commission broadcast ownership review proceeding.³¹ Both Free Press and the ACA admit that they have participated extensively in those rulemaking proceedings³² and raise exactly the same arguments in this application proceeding as they have raised in the rulemaking proceeding.³³

The Bureau should not circumvent the APA-mandated rulemaking process and consider the arguments of the Free Press Petitioners or the ACA in this proceeding. Indeed, the Bureau has told ACA, and other cable companies, on several occasions that restrictions on agency relationships in retransmission consent negotiations will not be adopted in proceedings addressing the assignment or transfer of control of television stations.³⁴ Accordingly, the Petitions should be dismissed or denied.

³⁰ See also *supra* notes 5-13 and accompanying text.

³¹ See *2010 Quadrennial Regulatory Review – Review of the Commission's Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996 et al.*, Notice of Proposed Rulemaking, MB Docket No. 09-182 and 07-294, 26 FCC Rcd 17489 at ¶¶ 196-208 (2011) (“*2010 Ownership NPRM*”).

³² See Free Press Petition, at 3-4; ACA Petition, at 11.

³³ See, e.g., Comments of Free Press, Free Press, MB Docket No. 09-182, at 9 (July 12, 2010) (“The Commission Should Consider the Impact of ‘Virtual’ Consolidation on the Provision of News from Diverse and Competing Sources”); Comments, American Cable Association, MB Docket No. 09-182, at 3 (July 12, 2010) (“[T]he Commission should consider prohibiting the transfer of retransmission consent rights through sharing arrangements and other means so as to preclude joint negotiation of retransmission consent rights.”); see also *2010 Ownership NPRM*, at ¶¶ 198-200 (identifying the various objections of Free Press to shared services agreements); at ¶ 200 (“ACA suggests that broadcasters should be precluded from including collective negotiation of retransmission consent in SSAs or LMAs.”).

³⁴ See, e.g., *ACME Television Licenses of Ohio, LLC*, 26 FCC Rcd 5198, 5199 n.6 (MB 2011) (“To the extent that TWC challenges the propriety of in-market cooperative agreements, *per se*,

The Bureau should also dismiss or deny the extraordinary request by the Free Press Petitioners seeking full Commission review of the Applications.³⁵ In short, as explained above, this transaction involves nothing more than the routine application of existing Bureau and Commission precedent and is entirely appropriate for Bureau review.³⁶

II. GRANT OF THE APPLICATIONS IS IN THE PUBLIC INTEREST

Even if the FCC were to consider the arguments by the Petitioners in the context of this proceeding, there is no basis to deny or condition grant of the Applications. The Applications contain sufficient information demonstrating that the proposed transaction will serve the public interest, and the Applications should be granted by the Bureau.³⁷ Indeed, the Free Press Petitioners fail to cite a single case where the Commission found that a proposed ownership

such challenge is more appropriately raised in the context of the Commission's pending review of its media ownership rules.”); *Free State Communications, LLC*, 26 FCC Rcd 10310, 10312 (MB 2011) (“The gravamen of ACA’s petition is that the joint negotiation of retransmission consent agreements by broadcast television licensees in the same market harms cable operators by reducing their bargaining power and that the Commission should act to prohibit it.... That is one of the issues squarely under consideration in the Retransmission Consent Proceeding.... We will not address here the substance of the Retransmission Consent Proceeding.”); *High Maintenance Broadcasting, LLC*, FCC File No. BALCDT-20120315ADD (granted August 28, 2012).

³⁵ See Free Press Petition, at 11.

³⁶ See *supra* notes 29-30 and accompanying text.

³⁷ The Free Press Petitioners claim that to grant the Applications, the Bureau or Commission must make a separate finding that the Applications satisfy existing rules and that grant would benefit the public interest. See Free Press Petition, at 4. But, this is simply not true. The D.C. Circuit established that once the Bureau is satisfied that an application satisfies the standards laid out in an assignment or transfer application, no further public interest finding is necessary. *Committee to Save WEAM v. FCC*, 808 F.2d 113, 118 (D.C. Cir. 1986) (“By requiring a proposed assignee to address the relevant facets of the public interest, convenience and necessity on the FCC Form 314, the Commission has incorporated the considerations of these issues into its application process.”). The courts will not reexamine the grant based on the FCC’s alleged failure to conduct a separate “public interest” inquiry. See *id.*; see also *Office of Communications of the United Church of Christ et al. v. FCC*, No. 01-1374, 2002 WL 31496407, at **1 (D.C. Cir. Nov. 8, 2002) (“[T]he public interest inquiry is subsumed by the application process.”).

arrangement complied with the local ownership rules but was nonetheless contrary to the public interest.

To the contrary, the Commission has approved numerous assignments of licenses or transfers of control where the new licensee proposes to obtain specified services from another entity, often another television station operating in the same market,³⁸ including a number of transactions between Sinclair and Deerfield.³⁹ In these cases, the Commission found that the relationship between the licensee and the service provider preserved the licensee's control over the affected station, steadily and consistently rejecting contentions that service providers should be deemed to be in control of the station or have that station attributed to it for purposes of the broadcast ownership rules.

A. Deerfield Will Have Ultimate Authority Over the Deerfield Stations

The gravamen of the Free Press Petition is that Sinclair, through the Services Agreements, would in effect control Deerfield. The Free Press Petitioners assert two primary reasons why the Bureau should view Sinclair as in control of the Deerfield Stations, despite the fact that the Applications, including the Services Agreements, are fully compliant with the FCC's current ownership and attribution rules.

First, the Free Press Petitioners note that Sinclair and Deerfield, through the parent company, have engaged in similar transactions in other markets in the past.⁴⁰ The insinuation of control based merely on past business relationships is merely speculative and wholly without support in Commission precedent. Moreover, as previously noted, the Bureau has on numerous

³⁸ See *supra* notes 29, 34.

³⁹ See, e.g., File Nos. BALCDT-20120726AGT and BALCDT-20120726AGU (granted November 19, 2012).

⁴⁰ See Free Press Petition, at 6-7.

occasions reviewed and approved transactions with similar business relationships, including transactions between Sinclair and Deerfield, and in many cases, such transactions are unopposed.⁴¹ In fact, it would be absurd for the FCC to prohibit all commercial transactions in cases where parties have engaged in prior transactions.

Second, the Free Press Petitioners suggest that the Services Agreements improperly grant Sinclair control of the station because Sinclair would provide the Deerfield Stations with technical services, promotional and marketing services, and various back-office services, market and sell television advertisements on the Deerfield Stations, and provide up to 15% of the programming for the stations.⁴² However, it is well established that the provision of such services are completely permissible under the Commission's ownership and attribution rules⁴³

⁴¹ *See supra* notes 29, 34. None of the previous transactions between Sinclair and Deerfield were opposed. The Free Press Petition also argues, again based on speculation, that the fee arrangement in the Services Agreements will somehow enable Sinclair to keep all of the profits from its assigned station. *See* Free Press Petition at 8. The third-party estimates offered by the Free Press Petitioners are, by definition, speculative, and ignore the benefits resulting from the transaction and that similar fee arrangements have been approved by the Bureau on numerous occasions. *See supra* note 29. The Free Press Petition does not identify any basis for treating the fee arrangements at issue here any differently. Further, the Free Press Petitioners make the erroneous claim that "Sinclair maintains an eight-year option to purchase each station for \$10,000." Free Press Petition, at 10. This is another example of Free Press' misunderstanding of the economics of the transactions. As is clear from the documents filed with the Applications, the option grant fee is \$10,000, not the option exercise price. The Option Asset Purchase Agreement clearly states that the purchase price is \$7.27 Million for WHP and \$7.35 Million for both WABM and WTTO. The Free Press Petition also suggests that because "Sinclair is not assigning the licenses for stations it would acquire from Allbritton [, but is] passing on the rights to stations it currently owns and operates," that is evidence of Sinclair's control of the Deerfield Stations. But, there is no basis for that conclusion and indeed the Free Press Petitioners provide no legal support for its argument.

⁴² *See* Free Press Petition, at 9-10.

⁴³ *See, e.g., Nexstar Broadcasting, Inc.*, 23 FCC Rcd, 3528, 3535 (MB 2008) ("Shared services agreements covering technical and other back-office operations typically do not raise an issue under the Commission's attribution rules."); *WGPR, Inc.*, 10 FCC Rcd 8140, 8144 (1995) (providing engineering support is not evidence of control over the station); *see also supra* note 29.

and all of the rights granted to Sinclair under the Services Agreements fully comply with current Bureau and Commission policy.⁴⁴ Accordingly, these criticisms are simply collateral attacks on the FCC's current ownership and attribution rules and, as discussed above, should be addressed in other, more appropriate proceedings.⁴⁵

B. Deerfield's Contractual Right, in its Sole Discretion, to Appoint Sinclair as an Agent for Retransmission Consent Negotiation Purposes is Permissible Under the Current FCC Rules

The ACA argues that the Bureau should prohibit or restrict Deerfield's contractual right, in its sole discretion, to appoint Sinclair as its agent for retransmission consent negotiation purposes. In support of this position, the ACA contends that permitting Sinclair to act as the agent in retransmission consent negotiations for the Deerfield Stations will skew the balance of power in that process and allow the parties to collude in contravention of the antitrust laws, leading to potential harm to its member cable operators.⁴⁶ However, in *ACME Television of Ohio, LLC*, as well as in other cases, the Bureau addressed the identical arguments and stated:

We find this argument regarding the potential harmful effects of joint negotiation, decried in the context of a specific adjudicatory proceeding, to be speculative. The assertion that, if the application is granted, the station might threaten to withdraw its signal during negotiations is, likewise, speculative. Equally unavailing is the contention that the proposed assignment actually threatens concrete and imminent harms The station has the right under our rules to elect retransmission consent, whether or not it requests [the service provider] to negotiate on its behalf. Indeed, [the petitioner] makes no effort, beyond its generalized arguments, to demonstrate that the proposed assignment and related cooperative agreements violate our rules and precedent.⁴⁷

⁴⁴ See *supra* notes 9-11 and accompanying text.

⁴⁵ See *supra* Section I.

⁴⁶ See ACA Petition, at 8-11.

⁴⁷ *ACME Television Licenses of Ohio, LLC*, 26 FCC Rcd 5198, 5200 (2011); see also *supra* note 34.

The ACA provides no basis to reach a different conclusion here, and accordingly, its Petition should be dismissed or denied.

III. THE PETITIONERS LACK STANDING

In *Rainbow/PUSH Coalition v. FCC*, 330 F.3d 539 (D.C. Cir. 2003), the D.C. Circuit soundly rejected the argument that “a member of a station’s audience can establish her [judicial] standing merely by alleging that if the Commission were to grant a particular license application then she ‘would be deprived of . . . program service in the public interest.’”⁴⁸ The declarations in the Free Press Petition suffer from precisely the same flaws that the D.C. Circuit identified in that case, and accordingly, the Free Press Petition should be dismissed. The Free Press Petitioners merely provide broad and conclusory assertions of the type that the D.C. Circuit has already found to be insufficiently concrete or particularized to demonstrate injury. To be sure, the requirements for judicial standing and administrative standing are different.⁴⁹ But, where as here, the Free Press Petitioners have provided nothing more than generic assertions of injury, the Commission should conclude that the Free Press Petitioners have no standing before the agency.

Federal statute requires that a petition to deny contain specific allegations of fact sufficient to show that a grant of the application would be *prima facie* inconsistent with the public interest, convenience, and necessity. *See* 47 U.S.C. § 309(d). The petition must be supported by affidavits of persons with personal knowledge thereof, and the burden of proof for demonstrating compliance with the statute is on the petitioner.⁵⁰

⁴⁸ *Id.* at 546.

⁴⁹ *See, e.g., California Ass’n of the Physically Handicapped, Inc. v. FCC*, 778 F.2d 823, 826 n. 8 (D.C. Cir. 1985).

⁵⁰ *See, e.g., Applications of Choctaw Broadcasting Corporation*, 12 FCC Rcd 8534, at ¶ 10 (1997).

Further, the Commission has made clear that petitioners alleging unauthorized control of broadcast stations must present specific evidence of that control, or their petition will be denied.⁵¹ Mere generic allegations and speculative claims that a person or entity will exercise control, such as the case with the Free Press Petition and the ACA Petition, are insufficient.⁵² Moreover, with respect to the declarations in the Free Press Petition, the similarity between each of the declarations suggests that they were not prepared or carefully reviewed by the declarants and, importantly, that the declarants had no personal knowledge of any of the alleged facts. Each declaration contains largely the same language and alleges substantively the same harms. For these reasons, the declarations fail to meet the minimum statutory requirements for standing, and the Petitions must be dismissed.⁵³

⁵¹ See *By Direction Letter Regarding Control of CBS, Inc.*, 2 FCC Rcd 2274 (1987); *Kola, Inc.*, 11 FCC Rcd 14297, 14305 (1996); *Piedmont Television of Springfield License LLC*, 22 FCC Rcd 13910, 13912 n. 16 (MB 2007), *app. for review pending*.

⁵² See *supra* Sections II.A and II.B.

⁵³ As discussed above, Deerfield believes that the pleadings by the RPC and Mr. Humbert are not applicable to the above-captioned assignment applications. Nonetheless, to the extent the Bureau disagrees, the pleadings should be dismissed for failure of the RPC and Mr. Humbert to meet the minimum statutory requirements for standing. The RPC submits only an affidavit of a viewer of WJLA-TV in the Washington, DC market, and Mr. Humbert provides no affidavit whatsoever. See, e.g., *Maumee Valley Broadcasting, Inc.*, 12 FCC Rcd 3487, 3488-3489 (1997) (rejecting standing of individual because she did not reside in service area of the station).

Conclusion

For the reasons stated above, Deerfield requests that the Bureau take action consistent with this Consolidated Opposition.

Respectfully submitted,

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September 26, 2013

Certificate of Service

I, Sylvia A. Davis, hereby certify that on September 26, 2013, I have caused a copy of the above Consolidated Opposition be served via first-class U.S. Mail or hand delivery (*) on the following:

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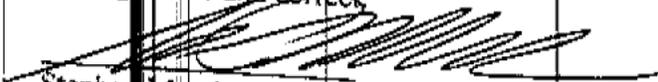
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Declaration

1. My name is Stephen Mumbow, and I am the owner of Deerfield Media (Birmingham) Licensee, LLC and Deerfield Media (Harrisburg) Licensee, LLC.
2. I have read the foregoing "Consolidated Opposition" (the "Opposition"), and I am familiar with the contents thereof.
3. The facts contained herein and within the foregoing Opposition are true and correct to the best of my knowledge, information, and belief.
4. I declare under penalty of perjury that the foregoing is true and correct.


Stephen Mumbow

Executed September 26, 2013.