

January 5, 2018

VIA ECFS

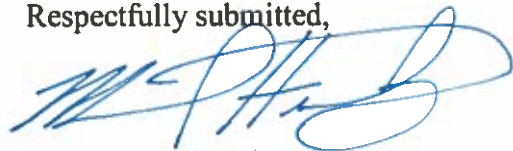
Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W., Room TW-A325
Washington, DC 20554

Re: ***Liberian Broadcasting, Inc. v. Comcast Corporation***, File No. CSR-8922-P,
MB Docket No. 16-121

Dear Ms. Dortch:

Enclosed for filing is an Amended Tolling Agreement entered into by the parties in the above-captioned proceeding. This Amended Tolling Agreement is being filed in the electronic docket for this matter, MB Docket No. 16-121.

Respectfully submitted,



Michael D. Hurwitz
*Counsel for Comcast Corporation and
Comcast Cable Communications, LLC*

Enclosure

cc: Markham Erickson, Steptoe & Johnson, LLP (counsel for LBI)
Jay Cohen, Paul, Weiss, Rifkind, Wharton & Garrison LLP (counsel for Comcast)

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

In the Matter of)	
)	
LIBERMAN BROADCASTING, INC.)	MB Docket No. 16-121
and)	
LBI MEDIA, INC.,)	
<i>Complainant,</i>)	File No. CSR-8922-P
)	
vs.)	
)	
COMCAST CORPORATION)	
and)	
COMCAST CABLE)	
COMMUNICATIONS, LLC,)	
<i>Defendant.</i>)	
)	

AMENDED TOLLING AGREEMENT

This Amended Tolling Agreement is entered into effective January 4, 2018 and amends and continues the Tolling Agreement entered into effective September 21, 2016, by and between Liberman Broadcasting, Inc. and LBI Media, Inc. (collectively, “LBI”) and Comcast Corporation and Comcast Cable Communications, LLC (collectively, “Comcast”), through their undersigned counsel, without limiting in any way the effectiveness of the Tolling Agreement. LBI and Comcast each shall be referred to herein as a Party and together as Parties.

WHEREAS, LBI filed a program carriage complaint in the above-captioned proceeding on April 8, 2016 (“Complaint”), including a claim specifically brought pursuant to the program carriage condition set forth in the *Comcast-NBCUniversal Order*, 26 FCC Rcd. 4238, ¶ 121 & App. A, Sec. III(1) (2011) (the “NBCUniversal Program Carriage

Condition”), Comcast filed an answer to the Complaint on June 7, 2016, and LBI filed a reply on June 27, 2016;

WHEREAS, the Media Bureau of the Federal Communications Commission (the “Commission”), acting on delegated authority, dismissed LBI’s Complaint, without prejudice, on August 26, 2016;

WHEREAS, LBI has filed a petition for reconsideration of the Media Bureau’s decision (“Petition”);

WHEREAS, LBI has further notified Comcast that it or its affiliates may file one or more additional complaints against Comcast in connection with the facts underlying this proceeding (the “Additional Complaints”);

WHEREAS, the Parties agree to toll any statute of limitations applicable to any claims in the Additional Complaints during the period that the Petition is pending.

ACCORDINGLY, IT IS HEREBY AGREED by and between the Parties that:

1. The running of any statute of limitations applicable to any claims in the Additional Complaints is tolled and suspended for the period beginning September 21, 2016 through and including the date thirty (30) days after the date on which the Commission or Media Bureau enters a decision on LBI’s Petition (the “Tolling Period”).
2. Comcast and any of its agents or attorneys shall not include the Tolling Period in the calculation of the running of or assertion of any statute of limitations time period in asserting or relying upon any statute of limitations defense in the above-captioned proceeding or in response to any Additional Complaint.
3. Except as expressly set forth herein, nothing in this Amended Tolling

Agreement shall waive or otherwise affect any applicable statute of limitations defense or any other defense that may be available to Comcast, or be construed to revive any proceeding that may be barred by any applicable statute of limitations or any other time-related defense before the commencement of the Tolling Period.

4. The running of any statute of limitations applicable to the Additional Complaints shall commence again after the end of the Tolling Period, unless there is an extension of the Tolling Period mutually agreed and executed in writing by and on behalf of the Parties, and nothing in the Tolling Agreement or in this Amended Tolling Agreement shall be construed to obligate either Party to agree to any such extension.

5. LBI stipulates and agrees that it will not file any Additional Complaint before the Commission or Media Bureau enters a decision on LBI's Petition.

6. If and to the extent LBI files an Additional Complaint, and notwithstanding whether the NBCUniversal Program Carriage Condition has expired, Comcast further stipulates and agrees that it will not challenge the applicability of the NBCUniversal Program Carriage Condition to any Additional Complaint insofar as that Additional Complaint both (a) relates back to the discrimination claim in the Complaint and (b) continues to assert a claim pursuant to the NBCUniversal Program Carriage Condition that relies on paragraph 121 of the *Comcast-NBCUniversal Order*.

7. The Parties make this Amended Tolling Agreement knowingly and voluntarily.

8. This Amended Tolling Agreement may be executed by the Parties in two original counterparts, with each counterpart constituting the entire Amended Tolling Agreement.

9. LBI represents that the individual executing this Amended Tolling Agreement is authorized to enter into such agreement on behalf of LBI.

10. Comcast represents that the individual executing this Amended Tolling Agreement is authorized to enter into such agreement on behalf of Comcast.

11. The Parties shall jointly file the executed Amended Tolling Agreement in the above-captioned docket and directed to the Chief of the Media Bureau.

[This space intentionally left blank]

This instrument contains the entire agreement of the Parties and may not be changed orally, but only by an agreement in writing.

LIBERMAN BROADCASTING, INC.
and LBI MEDIA, INC.



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COMCAST CORPORATION and COMCAST
CABLE COMMUNICATIONS, LLC



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