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October 17, 2016

VIA ECFS

Ms. Marlene Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
Attn: Media Bureau

Re: Tolling Agreement
Liberman Broadcasting, Inc. v. Comcast Corporation
MB Docket No. 16-121; CSR-8922-P

Dear Ms. Dortch:

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

Respectfully Submitted,

Markham C. Erickson
Matthew R. Friedman
Counsel for Liberman Broadcasting, Inc. and LBI Media, Inc.

Enclosures

CC: Jay Cohen, Paul, Weiss, Rifkind, Wharton & Garrison LLP
Michael D. Hurwitz, Willkie Farr & Gallagher LLP

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.,	)	
Complainant,	)	File No. CSR-8922-P
	)	
vs.	)	
	)	
COMCAST CORPORATION	)	
and	)	
COMCAST CABLE	)	
COMMUNICATIONS, LLC,	)	
Defendant.	)	
	)	

TOLLING AGREEMENT

This Tolling Agreement is 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. 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"), 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 (including but not limited to EstrellaTV) 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 from the date on which the Commission 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 Tolling Agreement shall waive or otherwise affect any applicable statute of limitation 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 this 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 during the Tolling Period.

6. The Parties make this Tolling Agreement knowingly and voluntarily.

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

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

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

10. The Parties shall jointly file the executed 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.

Markham C. Erickson /cizzi

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COMCAST CORPORATION and COMCAST
CABLE COMMUNICATIONS, LLC

/GWK

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